

GTP (GENERAL TERMS OF PURCHASE)

OWZ/DZ/001/2023

1. SCOPE AND DEFINITIONS

1.1 These General Terms of Purchase (GTP) shall apply to Orders placed by Donako Sp. z o.o. for the execution, purchase or delivery of Products related to the activities of the Ordering Party's business.

1.2 "Agreement" means the accepted Purchase Order and all documents relating to the subject matter of the Purchase Order, including any specifications and these GTP.

"Price" means the total amount, including taxes and charges, specified in the Agreement payable by the Ordering Party to the Supplier for the due and timely delivery of the Product.

"Order" means an offer by the Ordering Party to purchase or manufacture the Product for the Supplier.

"Ordering Party" means Donako sp. z o. o. in Wrocław, KRS no. 0000409741, hereinafter referred to as Donako.

"Supplier" shall also mean the contractor (order taker) or seller.

"Product" means the subject of the Order, sale or delivery together with all services accompanying its issue, which the Supplier is obliged to perform, including assembly and preparation and issue of the relevant documentation and instructions.

2. GENERAL PROVISIONS

2.1 The Order number must be quoted on the Order confirmation, invoice, delivery documents and all other documents relating to the transaction.

2.2 Any changes to a submitted Purchase Order must be mutually agreed and confirmed in writing under pain of nullity.

2.3 Acceptance for execution of any Purchase Order should be confirmed or rejected by the Supplier in writing within 7 days of its receipt. A written confirmation of a Purchase Order shall be deemed to be a paper document or email sent by the Supplier to the Ordering Party.

If the Supplier fails to confirm the order in writing within the aforementioned period, the Ordering Party shall treat it as acceptance of the Purchase Order for processing on the terms specified in the order and compliant with the General Terms of Purchase.

3. DELIVERY DATE

3.1 At the request of the Ordering Party, the Supplier shall, within the next 3 working days, submit for approval a preliminary work schedule.

3.2 During the course of completion of the Order, at the Ordering Party's request, the Supplier shall immediately submit, in writing, information on the progress of work under the Order in relation to the schedule.

3.3 If there is a risk of non-compliance with the delivery date stated on the Purchase Order, the Supplier is obliged to provide, in writing, the expected duration of the delay, the reasons for the delay and the action plan aimed at reducing the effects and scale of the delay. Failure to provide the aforesaid information or the provision of information which indicates that the delivery cannot be carried out on time may be the basis for the Ordering Party's withdrawal from the Order, with the consequences resulting from item

4.8 of these General Terms of Purchase.

3.4 The Ordering Party reserves the right to withdraw from the Contract in whole or in part before the completion of the Product within the period specified in the order, without the obligation to pay any compensation. In such a case, the Ordering Party shall only cover the costs of fulfilment actually incurred by the Supplier. Such costs shall only constitute reasonable, direct and irreversible expenses already incurred by the Supplier for the performance of the Order, and shall not include indirect costs, lost profits or costs related to orders for material that could have been cancelled or returned by the Supplier. In the event of cancellation of an Order, the Supplier shall, within 15 days from the date of the Ordering Party's cancellation, submit to the Ordering Party, in writing, a calculation of the costs incurred, or else it shall be deemed that no costs have been incurred.

4. TERMS OF DELIVERY

4.1 The ordered Products shall be delivered by the Supplier to the place indicated in the Order. If there is no such indication in the Order, the Products shall be delivered to the Ordering Party's company. Delivery of the Product shall not be deemed complete until all required quality documentation has been submitted in accordance with the Order. A delivery may be rejected if it is not accompanied by a delivery document issued by the Supplier, including the order number, specification of the goods shipped, quantity, and weight. Each delivery must be notified at least 24 hours before shipment. This notification shall include the identification of the driver, the means of transport and the material.

4.2 If the Product delivered does not comply with the provisions of the Purchase Order or specifications, or does not comply with standards or regulatory requirements, or does not meet the Ordering Party's reasonable expectations, the delivery may be rejected.

4.3 The Supplier shall be liable for damage resulting from delay, loss or damage caused by incorrect labelling, packaging or identification of the shipment.

4.4 The transfer of ownership and of all risks of loss or damage to the Product shall take place at the time of its receipt confirmed in writing.

4.5 The Ordering Party shall be entitled to reject any shipment delivered before the delivery date and to return it to the Supplier at its expense and risk, or to charge the Supplier the relevant storage costs.

4.6 The Ordering Party is not obliged to accept additional quantities of the Product than those specified in the Order. A Product delivered in excess of the value in the Order may be returned to the Supplier at the Supplier's risk and expense.

4.7 Liability in the form of contractual penalties shall be agreed in the following cases and amounts:

4.8 The Supplier shall pay contractual penalties to the Ordering Party:

4.8.1 for withdrawal from the Agreement by the Ordering Party for reasons attributable to the Supplier – an amount of 30% of the value of the ordered goods and to cover all costs resulting from delays or penalties imposed by the end customer.

4.8.2 for exceeding the delivery deadline, the amount of 2% of the Order value, for each week of delay with respect to the specified delivery deadline. If the delay does not cover a full week (or weeks), the penalty shall be calculated proportionally, for each day (pro rata temporis).

4.8.3 for delay in removal of defects in the Product, the amount of 1% of the Order value for each day of delay, counting from the deadline set by the Ordering Party for

removal of defects, both those identified at the time of acceptance and those identified later during the guarantee period.

If the amount of the contractual penalties fails to cover the damage suffered by the Ordering Party, it shall be entitled to supplementary damages as provided for in the provisions of the Civil Code (compensation for material losses and lost profits). The exercise by the Ordering Party of its right to liquidated damages for the Delay Period shall not exclude the Ordering Party's right to exercise any other remedies, damages or options, specified in this Order or arising from law, other than damages resulting from the Delay Period, including the Ordering Party's right to terminate this Order due to non-performance of the delivery.

4.9 The Ordering Party shall be entitled to deduct the accrued penalties from the Supplier's remuneration.

4.10 Incoterms 2010 are binding as interpretation of the trade clauses for deliveries, unless otherwise agreed in the Order.

In the case of EXW and FCA delivery conditions, the Ordering Party shall be entitled to take back the object of the Agreement within 30 days of the invoice date, without incurring additional storage costs.

4.11 If an Order provides for Product testing after it has been received by the Ordering Party, the Order shall not be deemed complete until the tests have been passed to the Ordering Party's satisfaction.

If the order provides for Product testing by the Ordering Party or its designee (tests/inspections/checkpoints), the Supplier must notify the Ordering Party of the planned date for making the Product available for testing 14 days in advance. The Supplier undertakes to cooperate in such audits and to ensure that its knowledgeable representatives are available.

The Ordering Party shall have the right, upon prior notification to the Supplier, to inspect the documentation, control the quality of materials and the progress of work at any location where work is performed, and materials are stored.

4.12 The Ordering Party may, in the course of performance of the contract, request from the Supplier a schedule of work to be carried out and other documents relating to quality, material testing and inspection of the production process.

4.13 At the request of the Ordering Party, the Supplier shall be obliged to present corrective actions and a repair plan in the event of the delivery of a defective Product.


4.14 From the time of the Order until the time of delivery, the Ordering Party may suspend the execution of the Order until such time as it deems appropriate. The Supplier shall be obliged to suspend the fulfilment of the Order and the delivery of the ordered materials and services immediately upon receipt of notification from the Ordering Party.

In the event of a suspension lasting longer than 12 months, the Supplier may withdraw from the Agreement. In that case, point 3.3. (above) shall apply to the parties' settlements.

5. WARRANTY / COMPLAINTS

5.1 Completion of the order results in the Supplier providing a guarantee for the delivered Products for a period of 24 months from the date of delivery.

5.2 The Ordering Party shall notify the Supplier of identified defects in the delivered Products in writing (also by means of electronic communication). Defects identified during quality acceptance and during the warranty period shall be rectified by the Supplier within the period indicated by the Ordering Party. The Purchaser reserves the right to demand repair or to return all defective items at the Supplier's expense



and to demand their replacement with defect-free items within the time limit set. After expiry of the time limit, the Customer may either carry out the repair themselves or have it carried out by a third party at the Supplier's expense and risk. The Supplier shall take all necessary steps to ensure that defective Products are replaced or repaired at their own expense with due diligence. In urgent cases, the Ordering Party may remove the defects at the Supplier's expense and risk without setting a reasonable period for this purpose.

The above shall not affect the Customer's rights regarding contractual penalties and additional compensation.

In case of a complaint about a Product, the Customer has the right to withhold payment of the Supplier's invoices and reserves the right to pay with a deferral equal to the period of repair or replacement of the Product with a new one.

5.3 At any time during the performance of the Order, the Ordering Party shall have the right to inspect the site in order to determine the actual progress of the works, and the Supplier shall be obliged to allow the Ordering Party to conduct such an inspection.

6. PRICE

6.1 The prices quoted in the order are fixed and not subject to change, and include the costs of transport, risk insurance and delivery to the specified place of delivery in accordance with the agreed terms and conditions of Incoterms 2010. The price also includes all relevant charges such as import duties, taxes, VAT, customs fees, import agents' fees, bank charges for currency exchange or other additional charges.

7. SUBJECT OF DELIVERY

7.1 The product must be manufactured in compliance with the content of the Order, applicable standards and regulations, for which the Supplier shall provide the necessary documentation, attestations and certificates along with the delivery of the purchased goods.

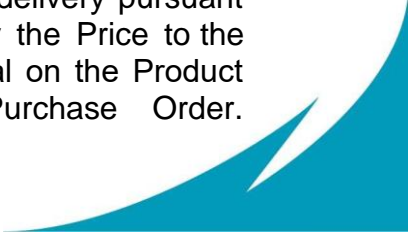
7.2 The Ordering Party reserves the right to change the order as regards the date and place of delivery, quantity, technical specification of the Product, and packaging method. In case of such a change, the Supplier may change the Price only by the necessary and direct costs related thereto. The supplier may not make any changes to the order without the written consent of the Ordering Party.

7.3 The Supplier shall have all the necessary expertise, premises and equipment to perform the contract. The Supplier may not subcontract all or part of the order without the Ordering Party's prior written consent. The Supplier shall invariably be liable for all acts and omissions of any subcontractors.

7.4 If dedicated tooling is associated with the performance of the subject matter of the Agreement, the Supplier shall store it for 5 years at no additional charge. After this period, the tooling shall be returned to the Ordering Party or the cost of further storage shall be negotiated between the parties. The Supplier shall maintain the tooling in a condition that allows further production to be undertaken using it. If the tooling is the property of Donako, it is to be returned by the Supplier immediately after the completion of the Order.

8. TERMS OF PAYMENT

8.1 In recognition of the due performance of the Product and its delivery pursuant to the terms of the Purchase Order, the Ordering Party shall pay the Price to the Supplier's account indicated on the invoice. Payment is conditional on the Product complying with the specifications and clauses of the Purchase Order.



The Ordering Party shall accept the standard and generally applicable payment term for the Supplier as 90 days. The Ordering Party shall make payments on the 30th day of the month in which the standard payment term falls, and the Supplier accepts that payment made in this manner does not constitute a breach of the standard payment term.

The payment period shall be calculated from the day of acceptance of the invoice by the Ordering Party and the delivered delivery or service including all transport and quality documents, but not earlier than from the day of the written acknowledgement of receipt referred to in section 4.4 (above).

8.2 Each invoice is issued on the basis of a delivery note or a waybill signed by the Parties' representatives.

8.3 The Ordering Party shall be entitled to reject the invoice if the Supplier fails to quote the Order number or issues the invoice before the delivery is effected. No additional costs may be included in the invoice which have not been previously agreed with the Ordering Party.

8.4 The Ordering Party shall be entitled to withhold payment of the invoice in whole or in part until the Product has been brought into compliance with the Order.

9. FURTHER PROVISIONS

9.1 The Supplier shall be obliged to inform the Ordering Party if they wish to use a subcontractor in the process of Agreement fulfilment and obtain the Ordering Party's consent in this respect. In such an event, the Ordering Party shall have the right to verify the credibility and reliability of the subcontractor.

9.2 The Ordering Party may agree to accept the material within 30 days of the delivery date stated in the Order, without any additional charges relating to the Supplier's storage costs.

9.3 The Supplier undertakes to reduce the Price of the Product or the service performed, if during the performance process it transpires that it has found a way to reduce production costs.

9.4 The Supplier guarantees that Products containing hazardous substances are properly secured for transport, labelled and registered in accordance with the applicable law.

The Supplier guarantees that they are operating in compliance with legal regulations, that they are not aware of any risk for the continuation of their activities and that their financial standing allows them to carry out the Order in accordance with the Ordering Party's requirements. If, during the course of order fulfilment, any events occur which pose a business continuity risk, including the risk of losing financial liquidity or if there is a change in the ownership structure of the Supplier, the Supplier is obliged to inform the Ordering Party thereof. In the event when the Ordering Party learns of the risk to the Supplier's business continuity, the Ordering Party has the right to terminate the Agreement with immediate effect and take over the subject of the Agreement currently being performed along with all materials and services ordered by the Supplier along with technical documentation and pay the corresponding value of direct costs and unfulfilled orders.

The Supplier is obliged to present to the Ordering Party and maintain throughout the period of the Order's fulfilment and guarantee third-party insurance in the amount exceeding ten times the value of the Order.



10. CONFIDENTIALITY

10.1 All information resulting directly from these General Terms of Purchase, as well as information obtained by the Supplier in respect of the fulfilment of the Order, including in particular all organisational, commercial and technical information concerning the Ordering Party and not made publicly available, shall be considered by the Parties as confidential information and as such shall not be disclosed to third parties. This obligation shall not apply to situations in which the obligation to provide information results from the binding provisions of law.

10.2 Each party is obliged to keep the provisions of this Agreement confidential, both during its duration and after its termination. Furthermore, the Supplier shall be obliged to protect data covered by the Ordering Party's trade secrets. This concerns information on the Ordering Party's business, data on its co-workers, contractors and employees, relevant from the point of view of the Ordering Party's financial situation (hereinafter "Confidential Information"). Confidential Information shall include, in particular, economic, commercial, organisational and technological information, operating methods, content of contracts, content of orders, contractors', employees' and collaborators' data, know-how, intellectual and industrial property, the intentions and strategic plans of the Ordering Party, business plans, investment analyses, emails, faxes, print-outs, statements, electronic copies of documents, diagrams, recordings, reports, forecasts, data or databases, draft documents, market or financial analyses, prototypes and other information obtained in connection with performance of the provisions of this Agreement.

10.3 Where the provisions of item 10.2 are infringed, the Supplier shall be obliged to pay the Ordering Party a contractual penalty in the amount of 100,000.00 PLN (one hundred thousand PLN) for each infringement. Reservation of the contractual penalty does not exclude the possibility of the Ordering Party to claim damages in excess of the reserved contractual penalty.

11. DISPUTES

11.1 In matters not regulated by these General Terms of Purchase, the relevant provisions of the Civil Code shall apply. In case of a dispute concerning the interpretation or fulfilment of an Order and these General Terms of Purchase, which cannot be resolved amicably by the parties, the competent body to resolve the dispute shall be the competent Court with jurisdiction over the Ordering Party.

