GENERAL TERMS OF PURCHASE AT NORDWELD SP. Z O.O.

1. GENERAL PROVISIONS

1.1. These General Terms of Purchase ("**GTP**") apply to all goods and services ordered by NORDWELD Sp. z o.o. with its registered office in Gorlice ("**NORDWELD**" or "**Ordering Party**"). The GTP regulates the manner of concluding and performing agreements between NORDWELD and entrepreneurs to whom NORDWELD addresses requests for quotations and/or orders ("**Contractors"**, **"Suppliers"**, **"Subcontractors"** and **"Agreements"** and **"Orders"** respectively).

1.2. Whenever these GTP refers to the Order, it should also be understood as the Agreement, and the Supplier should also be understood as the Subcontractor.

1.3. The GTP constitute an integral part of the Order. The provisions of the Order take precedence over the GTP. Any general terms and conditions of the Supplier are expressly excluded, even if they appear in confirmations of acceptance of the Order for execution, delivery notes, invoices or other letters and/or are not disputed. The Supplier's terms and conditions shall only apply if NORDWELD has expressly accepted them in writing and insofar as they do not contradict the GTP.

2. PLACING AND PROCESSING ORDERS

2.1. Immediately after receiving the Order, at the latest within 3 working days from the date of its delivery, the Supplier is obliged to send NORDWELD a confirmation of acceptance of the Order for execution.

2.2. By confirming the Order, the Supplier ensures that the goods or services confirmed in the Order will fully meet all technical and quality requirements specified by NORDWELD in the Order. Confirmation of the Order is tantamount to acceptance by the Supplier of the GTP and obligation to comply with the GTP at every stage of processing the Order.

2.3. In the absence of receipt of the Order confirmation from the Supplier by NORDWELD within 3 working days, it is assumed that the Order has been approved and accepted by the Supplier without any reservations.

2.4. For the purpose of executing the Order, only the documentation indicated in the Order and the relevant changes to the Order, if any, (e.g. drawings, specifications, procedures, etc.) is binding.

2.5. The Supplier is obliged to provide the Ordering Party with a schedule of processing the Order and updates illustrating the progress of the Order not more frequently than once a week (if the report and schedule are required by NORDWELD).

2.6. Any changes to the subject of the Order may be introduced after obtaining the consent of the Ordering Party granted in writing under the pain of nullity.

2.7. NORDWELD excludes the possibility to entrust the execution of all or part of the Order by the Supplier to a third party without the prior consent of NORDWELD granted in writing under pain of nullity.

2.8. The evaluation or acceptance of the Supplier's drawings/documents by NORDWELD is solely a convenience to the Supplier and in no case releases the Supplier from meeting the requirements contained in the Order.

3. DELIVERIES AND PICK-UPS

3.1. In order to identify the ordered goods and services, the Supplier is obliged to always provide the Order number in the confirmation of acceptance of the Order for execution, shipment notification, delivery note, VAT invoice and in all other documents.

3.2. The Supplier shall deliver to NORDWELD the goods or services together with the quality documents required in the Order.

3.3. The Supplier is obliged to ensure proper packaging and protection of the goods, eliminating the possibility of moving and/or destroying other materials during delivery, in particular during transport.

3.4. The Supplier is obliged to comply with all legal regulations in force in Poland, as well as international in the case of foreign deliveries. The Supplier is obliged to send all goods packed and labeled in accordance with Polish and international regulations. The Supplier guarantees that its goods have the properties and characteristics commonly assumed and declared in the Order and comply with the relevant Polish and European Standards and safety regulations, relevant technical regulations, and in any case the latest state of the art and are documented to be allowed by the competent authorities for marketing and use at the place of destination. The Supplier shall be liable for any damage and pollution caused by the Supplier and thereby indemnifies the Ordering Party from the consequences of any damage and legal actions in this respect.

3.5. Receipt of the subject of the Order must be confirmed in writing. In the case of delivery of goods by the Supplier, it is assumed that the person authorized by the Supplier to sign all documents related to the receipt of the subject of the Order is the person delivering the goods.

3.6. Acceptance carried out by the Ordering Party's employees does not release the Supplier from responsibility for delivering the subject of the Order inconsistent with the agreed requirements. Signing a delivery confirmation certifies only its receipt, and not the quantity and quality of the goods. If the quality of the goods differs from the quality ordered, the Ordering Party may, at its own discretion, refuse to accept such goods also after their receipt or demand replacement, free removal of defects or an appropriate reduction in the price for the goods.

3.7. In the case of defective goods, the Supplier shall be liable for transport costs, costs of possible installation and removal, costs of removal of the damage caused thereon and all consequential damage (including contractual penalty of the Ordering Party in relations with its customers). To the extent described in this section of the GTP, the Ordering Party is not obliged to check and possibly question the goods at the time of receipt of delivery.

3.8. Lack of any documents or their non-compliance with the requirements of the Order, these GTP or applicable regulations, suspends the payment for the subject of the order until correct and complete documents are provided.

3.9. The date of performing of a complete delivery is the date of delivery of the complete goods or services, free from defects and damage, together with the required full documentation.

3.10. Partial delivery is only possible with NORDWELD's consent expressed in writing under pain of nullity.

3.11. Each delivery must be accompanied by an invoice and a detailed shipping specification, including the order number, items ordered, item description, quantity delivered and weight.

3.12. NORDWELD has the right to a free, unilateral extension of the date of receipt/performance of goods or services, but no longer than up to 30 days from the date specified in the Order or order confirmation. The invoice for the delivered goods or services will be issued with the new delivery date.

4. PAYMENT TERMS

4.1. The prices set in the Order for the goods or services provided are fixed prices and are not subject to change during the execution of the Order.

4.2. A VAT invoice should be issued after the completion of the Order.

4.3. A VAT invoice issued contrary to Polish regulations on value added tax (VAT) will not be subject to settlement until a properly issued VAT invoice is obtained. An invoice without a NORDWELD order number will not be billed until we NORDWELD is informed of the order number. For the time of delay arising in the settlement of liabilities as a result of the circumstances described in this point 4.3. the Supplier is not entitled to demand interest.

4.4. The payment deadline is counted from the date of delivery of the VAT invoice to the Ordering Party. If the relevant statement on electronic invoices has been signed, invoices should be sent to: faktury@nordweld.pl.

4.5. NORDWELD address data to which the invoice should be issued: NORDWELD Sp. z o.o., Biecka 9, 38-300 Gorlice, NIP: 7382153047.

4.6. The date of payment shall be the date of debiting the Ordering Party's bank account.

5. WARRANTY FOR DEFECTS AND GUARANTEE

5.1. With respect to the delivered goods and services provided, the Supplier shall provide the Ordering Party with a warranty for physical and legal defects for the period specified in the Order, but not shorter than 24 months. Notwithstanding the above, the Contractor shall provide the Ordering Party with a quality guarantee for the products and services provided for the period specified in the Order, but not shorter than 24 months.

5.2. Replacement of defective goods with new ones or removal of the defect should take place within 7 days from the date of notification made by the Ordering Party. The Ordering Party has the right to decide on the replacement of defective goods or their repair, or on withdrawal from the contract or demanding a price reduction.

5.3. The Ordering Party may remove on the Supplier's expense and risk place the defects not removed within the prescribed period, without losing the rights resulting from the guarantee. The Supplier may not refuse to remove defects regardless of the amount of costs involved.

5.4. All costs related to exercising by the Ordering Party its rights under the warranty for defects or guarantee (including in particular the costs of returning the goods in question and delivery of goods free from defects) shall be borne entirely by the Supplier.

6. LIABILITY AND CONTRACTUAL PENALTIES

6.1. The Supplier shall bear full responsibility towards the Ordering Party for the delivered goods and services rendered. If, as a result of non-performance or improper performance of the contract concluded on the basis of the relationship between the Ordering Party and the Contractor, the Ordering Party is held liable by third parties, the Contractor shall be obliged to release the Ordering Party from liability in the above scope and to reimburse to the Ordering Party any costs incurred in connection with non-performance or improper performance of the Order by the Contractor.

6.2. The Supplier is obliged to deliver the goods and/or services on time at the place indicated in the Order. In the event of a delay in the performance of the subject of the Order or in removing a defect and/or defect during the warranty period, the Supplier shall pay the Ordering Party a contractual penalty in the amount of 1% of the value of the subject of the Order for each calendar day of delay, unless otherwise provided in the Order.

6.3. Regardless of the reserved contractual penalty, in the event of a delay in delivery of the subject of the Order, lasting longer than 7 days, the Ordering Party has the right to withdraw from the Order with immediate effect, without setting an additional deadline for the Order to the Supplier.

6.4. The Ordering Party also has the right to withdraw from individual or not yet executed parts of the subject of the Order with immediate effect and without any obligations, if the Supplier violates an essential provision of the Order or these GTP, in particular in the case of delivery of defective goods, without the need to set an additional deadline.

6.5. In the event of termination of the contractual relationship between the Ordering Party and its Customer, or in the absence of need for the ordered goods for any reason, the Ordering Party shall also have the right to withdraw from the Order or unrealized parts of the deliveries without any obligations.

6.6. The Supplier shall pay the Ordering Party a contractual penalty in the amount of 10% of the value of the subject of the Order for withdrawal from the Order accepted for execution, for reasons attributable to the Supplier.

6.7. The Ordering Party reserves the right to claim supplementary compensation on general terms whenever any damage exceeds the amount of contractual penalties reserved in the GTP.

7. ENVIRONMENTAL PROTECTION

7.1. NORDWELD strives to reduce the negative environmental impact caused by Suppliers.

7.2. NORDWELD expects Suppliers to operate in accordance with applicable international environmental standards to minimize environmental pollution and strive for continuous improvement of environmental protection.

7.3. At any time during the execution of the Order, NORDWELD reserves the right to visit Suppliers to inspect the environmental aspect in connection with the delivery of goods or services.

8. RESPONSIBILITY

NORDWELD expects Suppliers to maintain and apply policies and procedures that ensure compliance with the law and that support generally recognized principles of sustainable entrepreneurship, including but not limited to:

a) respect for fundamental human rights, the fundamental principles of which are set out in the UN Declaration of Human Rights, including refraining from the use of any forced labour and respect for ethnic, cultural, religious and political diversity;

b) respecting the UN Convention on the Rights of the Child with regard to child labour;

c) avoiding conflicts of interest and from corrupt business practices, including bribery, and not participating in money laundering.

9. FORCE MAJEURE

9.1. The Parties shall not be liable for non-performance or improper performance of the Order if it is a consequence of extraordinary events beyond the control of the Parties, in particular a legal act of public authority or force majeure.

9.2. By force majeure the Parties shall understand an extraordinary event beyond the control of the Party concerned, impossible to foresee and prevent, even when its avoidance would require the taking of measures the costs of which would outweigh the salvageable benefits. In particular, cases of force majeure are considered to be: war, social unrest, natural disasters such as earthquake or flood, explosion, fire, strike, terrorist attack, mobilization, shortages of raw materials, transport shortages, lock-out.

9.3. The party affected by the Force Majeure is obliged to inform the other party about this fact within 7 days of the occurrence of Force Majeure. The occurrence of Force Majeure must be officially documented. The Order processing time is extended by the time of occurrence of Force Majeure.

10. PRIVACY POLICY

10.1. The Supplier shall keep confidential all data, information and documents provided or made available to it by NORDWELD in connection with the execution of the Order.

10.2. All documents, specifications, drawings and other transferred or materials made available necessary for the execution of the order remain the property of NORDWELD and may not be used for any purpose other than the execution of the related order and may not be made available to third parties.

11. FINAL PROVISIONS

11.1. All receivables of the Supplier resulting from the Order, including compensation and interest, may not be traded (assignment, sale), in accordance with art. 509 of the Civil Code, without the consent of the Ordering Party under pain of nullity granted in writing.

11.2. In matters not regulated by these GTP or the Order, the provisions of the Civil Code and other generally applicable provisions of Polish law shall apply.

11.3. Any disputes that may arise between the Parties, including any issues regarding the existence, interpretation, validity or termination of an existing legal relationship, shall be resolved by the competent common court in Krakow.

11.4. These GTP are effective from 29.09.2023.