

**General Terms and Conditions of Delivery applicable to contractors  
of YASA POLAND spółka z ograniczoną odpowiedzialnością  
(hereinafter referred to as "GTCD")**

**1. General provisions**

**1.1** Whenever these GTCD refer to:

**"Supplier"** – it shall be understood as a seller, supplier, contractor and any entity supplying goods/providing a service to YASA;

**"Agreement"** – it shall be understood as a sale agreement, delivery agreement, contract of commission, contract for specific work, any other agreement of a similar nature and also purchase order;

**"Subject of Delivery"** – it shall be understood as all obligations of the Supplier against YASA undertaken by the Supplier in the Agreement;

**"YASA"** – it shall mean YASA Poland Spółka z ograniczoną, ul. Wojska Polskiego 16, 39-300 Mielec, entered into the register of entrepreneurs of the National Court Register, by the District Court in Rzeszów, 12<sup>th</sup> Commercial Division of the National Court Register under number KRS 0000403581, and each legal successor of that company.

**1.2.** These GTCD shall apply to all Agreements in which YASA acts as a purchaser, customer, ordering party or employer.

**1.3.** The GTCD shall be binding on YASA and Supplier in whole, without any limitations, unless YASA clearly and unequivocally declares, in writing under the sanction of nullity, that all or some provisions of the GTCD do not apply in a particular Agreement.

**2. Subject of Delivery / obligations of the Supplier**

When accepting each purchase order for performance, the Supplier should confirm it in writing within 3 days since receiving it. The written confirmation can be in the form of a paper document, fax or e-mail sent to the YASA by the Supplier. Acceptance of the purchase order means acceptance of GTCD by the Supplier. Lack of written confirmation from the side of the Supplier within the mentioned period shall be treated by the YASA as silent acceptance of the purchase order by the Supplier that shall be fulfilled in compliance with the conditions defined in the purchase order and the GTCD.

**2.1.** The Supplier undertakes to deliver the Subject of Delivery in accordance with the Agreement, to the place specified by YASA which shall be the place of the satisfaction of the performance by the Supplier within the meaning of Article 454 of the Civil Code.

**2.2.** The Subject of Delivery shall be implemented in accordance with the terms, specifications, applicable standards, principles of technical knowledge, occupational health and safety and fire regulations, environmental regulations delivered to the Supplier as well as other relevant provisions of the law and all other documents and information delivered by YASA.

**2.3.** If the Agreement stipulates that the Subject of Delivery is to be manufactured from raw materials of a specific kind or origin, the Supplier shall notify YASA of their

readiness for production and shall allow YASA to check their quality and relevant procedures.

**2.4.** The Supplier shall allow YASA to check the production process of the Subject of Delivery. At a request of YASA the Supplier shall make available the production documentation related to the manufacture of the Subject of Delivery. Quality documentation needs to be kept minimum 15 years by Supplier.

**2.5.** The Supplier shall deliver the Subject of Delivery in the packaging meeting relevant standards, including the Polish Standard or industry standard and if such standards do not specify the packaging and the packaging is not specified in the Agreement either — in the packaging adequate to the properties of the Subject of Delivery and means of transport to be used.

**2.6.** The Supplier shall bear costs of the issuance of the Subject of Delivery, in particular costs of loading and unloading, measuring, weighing, packaging, insurance, for the duration of the transit and transportation costs.

**2.7.** The Supplier shall insure at its cost all risks related to the delivery of the Subject of Delivery. YASA may request a delivery of a copy of the policy before the commencement of deliveries.

**2.8.** The Supplier shall be liable for damage arising during transportation.

**2.9.** Each change of the terms of the Agreement, in particular the price, quantity and type of the Subject of Delivery, completion date, payment date shall require in order to be valid a prior confirmation by YASA in a written form under the sanction of nullity or in an electronic form.

**2.10.** If the Supplier is unable to perform the Agreement the Supplier shall notify the same to YASA immediately in a written or electronic form, under the sanction of invalidity, however no later than 24 hours from becoming aware of its inability to perform the Agreement.

**2.11.** The Subject of Delivery shall be handed over to YASA after a quantitative and qualitative acceptance within the available and possible scope. The acceptance shall start on the condition that the Supplier submits all documents necessary for the proper use of the Subject of Delivery.

**2.12.** The Supplier shall comply (in terms of quality and quantity) with the purchase order and current supporting documents (declaration of Conformity — if applicable; Customs and Transport Documents; Invoice) which shall contain the YASA order number, item number from the YASA purchase order and the quantity.

**2.13.** YASA shall have the right to withdraw from the Agreement in whole or in part, without setting an additional time limit, if the Supplier is delayed with the performance of the Agreement for more than 7 days.

### **3. Payment of the price / remuneration**

- 3.1. A payment for the Subject of Delivery delivered shall be made on the basis of documents confirming a positive, without detected defects or deficiencies, acceptance of the Subject of Delivery by YASA.
- 3.2. The Supplier undertakes to include in each invoice additional data indicated by YASA, in particular: order number and to attach to the invoice documents required by YASA. If the invoice does not contain the data indicated by YASA or the invoice is not accompanied by documents required by YASA, the date of payment of the price/remuneration shall be extended accordingly until the invoice is corrected or a deficiency is removed by the Supplier.
- 3.3. YASA shall have the right to offset its liabilities against mutual claims of the Supplier against YASA.
- 3.4. The Price / Remuneration shall be payable to the Supplier by a bank transfer to the Supplier's bank account on the date calculated from the day of delivery to YASA of a set of properly issued documents, including a VAT invoice and documents required by YASA.
- 3.5. YASA makes payment for goods / services by transfer only to the bank account disclosed in the electronic list of entities registered as VAT taxpayers, the so-called "White list of taxpayers" referred to in art. 96b of the Act of March 11, 2004 on tax on goods and services ("List"). Providing a bank account that is not shown on the "List", to which YASA is obliged to make the payment, entitles YASA to withhold payment until: (a) the day the bank account is disclosed in the "List", or (b) until the date of YASA other bank account disclosed in the "List" to which YASA is obligated to make the payment. Withholding the making of payment by YASA shall not constitute grounds for charging delay interest by YASA, as well as any other negative consequences for YASA (e.g. grounds for withdrawal, termination or termination of the contract, payment of contractual penalties or compensation).

### **4. Guarantee and statutory warranty**

- 4.1. The Supplier grants to YASA a quality guarantee and a statutory warranty for all defects, on the principles set out in the Civil Code, unless these GTCD provide otherwise.
- 4.2. The period of the guarantee and statutory warranty shall start no earlier than on the date of signing by YASA an acceptance certificate for the entire Subject of Delivery.
- 4.3. A withdrawal or termination of the Agreement by notice shall not result in an expiry of YASA claims under the guarantee and statutory warranty.
- 4.4. YASA may exercise rights under statutory warranty for defects irrespective of rights arising from the guarantee.
- 4.5. Exercise of rights available to YASA under the guarantee or statutory warranty shall result in a restart of the period of the guarantee or statutory warranty respectively.
- 4.6. When notifying rights under the guarantee or statutory warranty YASA shall have the right to suspend the payment of the price/remuneration until the Supplier eliminates defects.

### **5. Supplier's liability**

- 5.1. The Supplier shall be liable against YASA if the Subject of Delivery has defects within the meaning of Article 556<sup>1</sup> of the Civil Code and (a) defects which reduce the value or usability of the Subject of Delivery with respect to the purpose for which it was ordered by YASA or

resulting from the purpose of the Subject of Delivery; (b) the Subject of Delivery does not have the properties specified in the Agreement, (c) was made contrary to the provisions of the Agreement, or (d) was handed over in an incomplete condition.

- 5.2. Quantitative complaints and visible non-conformities of the Subject of Delivery shall be notified immediately during the quantitative acceptance, while qualitative complaints shall be notified immediately after they are detected.
- 5.3. Qualitative and quantitative complaints shall be considered by the Supplier no later than within 14 days from the date of notification of the complaint by YASA, in a written form, electronic form, via e-mail or orally. After the expiry of the above period, if the Supplier does not consider the YASA complaint, the Supplier shall be deemed to have acknowledged the YASA complaint in whole, without objections.
- 5.4. The Supplier may not refuse to remove defects of the Subject of Delivery due to the amount of costs related to such removal.
- 5.5. If the Supplier refuses to remove defects, does not start to remove defects on the date set by YASA, YASA shall have the right at its own discretion to: remove defects on its own at the cost and risk of the Supplier, commission a removal of defects to a third party at the cost and risk of the Supplier without having to obtain the consent/authorisation of the court, while not losing rights under the guarantee and statutory warranty, or YASA may reduce the price or withdraw from the Agreement, retaining in each case the right to charge and demand a payment of contractual penalties and to have the damage redressed.
- 5.6. YASA shall have the right to withdraw from the Agreement due to defects of the Subject of Delivery if the performance of the Agreement on a date later than the date agreed with YASA would be pointless for YASA or would expose YASA to damage or if the period set for the Supplier to remove the defect of the Subject of Delivery expired ineffectively.
- 5.7. If, as a result of a defect of the Subject of Delivery, YASA incurs any damage whatsoever, incurs costs or loss, the Supplier, apart from obligations in respect of the guarantee and statutory warranty for defects, shall be obliged to redress the damage, in particular to reimburse costs incurred by YASA or to cover costs of the damage. For avoidance of doubt, the Supplier is obliged in particular to incur cost of material that was destroyed in connection with the defect of the Subject of Delivery.

### **6. Contractual penalties**

- 6.1. YASA shall have the right to demand from the Supplier contractual penalties in the case of:
  - (a) a delay in the delivery of the Subject of Delivery, a delay in removal of defects of the Subject of Delivery — in the amount of 1% of the price/remuneration for the Subject of Delivery, for each day of the delay,
  - (b) withdrawal from the Agreement due to the fault of the Supplier — in the amount of 1% of the price/remuneration for the Subject of Delivery.If the damage suffered by YASA is greater than the stipulated amount of the contractual penalty, YASA shall have the right to demand from the Supplier a supplementary compensation up to the amount of the damage suffered.

6.2. YASA shall have the right to offset the amount of the contractual penalty against Supplier's claims.

## **7. Confidentiality clause**

- 7.1. The Supplier undertakes to keep confidential all information concerning the conclusion, content and performance of the Agreement as well as all information that will be disclosed to or acquired by the Supplier as part of the Agreement performance; this shall apply in particular to technical, technological, organisational, financial, legal and all other information of any economic value ("Confidential Information").
- 7.2. The Supplier:
- (a) shall not provide the Confidential Information, either in whole or in part, to any third party, subject to clause 7.5,
  - (b) shall use it solely for the purpose of the Agreement performance.
- 7.3. The information, data or documents shall constitute Confidential Information without an explicit specification that it is confidential information.
- 7.4. The Supplier shall keep the Confidential Information in strict confidence for the term of the Agreement and for the period of 5 (five) years after its termination.
- 7.5. Disclosure of the Confidential Information shall be limited to those employees and members of the Supplier's management who need such knowledge in order to perform the Agreement, provided that in each such case the Supplier ensures that the obligation to keep the Confidential Information secret will be observed by those persons.
- 7.6. If the obligation to keep the Confidential Information secret is violated, the Supplier shall pay to YASA a contractual penalty of PLN 100,000 for each violation. If the damage suffered by YASA is greater than the stipulated amount of the contractual penalty, YASA shall have the right to demand from the Supplier a supplementary compensation up to the amount of the damage suffered.

## **8. Miscellaneous**

- 8.1. The Supplier may not transfer, including sell, a claim payable to the Supplier from YASA without the prior written consent of YASA which shall be granted in writing in order to be valid.
- 8.2. All correspondence shall be delivered effectively to numbers/addresses of the parties specified in the Agreement, until a given Party notifies a change of its number/address. A notification shall be in a written form in order to be valid and shall be effective as from the date of its delivery to the other Party.
- 8.3. In order to be valid and incorporated in the Agreement, all agreement templates or general terms and conditions of sale used by the Supplier shall be expressly approved by YASA in writing under the sanction of nullity.
- 8.4. Any matters not provided for in the Agreement shall be governed by the provisions of the Polish law.
- 8.5. All amendments to the GTCD shall be made in writing, otherwise being null and void.
- 8.6. Any disputes shall be settled by the court having jurisdiction over the registered office of YASA.