

**General Terms and Conditions of Purchase of Hoppecke Baterie Polska Sp. z Ograniczoną
Odpowiedzialnością with its registered office in Śródka near Poznań**

1. Preliminary provisions

- 1.1. These General Terms and Conditions of Purchase of Hoppecke Baterie Polska Sp. z o.o. with its registered office in Śródka near Poznań (hereinafter referred to as: the GTC) shall apply to all sales, service, work and other contracts concluded with Hoppecke Baterie Polska Sp. z o.o. with its registered office in Śródka (hereinafter: Buyer), as a result of which the Buyer acquires goods or services against payment.
- 1.2. These GTCs shall also apply in their current version as a framework agreement for future contracts for the sale and/or delivery of movable goods, contracts for work or the provision of services to the Buyer with the same Seller. The Buyer shall not be obligated to refer to these GTCs again for each individual contract with the Seller with whom they have an ongoing relationship. Nevertheless, the Buyer shall inform Sellers, with whom the Buyer has an established relationship, of any changes to these GTCs without undue delay.
- 1.3. These GTCs are the complete and only contractual provisions binding the Parties (i.e. the Buyer and the Seller) with respect to the sale of goods and provision of services to the Buyer, hence in particular any provisions or reservations of the Seller contradicting, supplementing or diverging from these GTCs shall not be binding upon the Buyer unless accepted in writing by the Buyer. Any change, additional agreement, suspension or termination of the terms of the GTCs shall require, under pain of nullity, the written consent of the Buyer.
- 1.4. Purchase orders directed by the Buyer to the Seller must be in writing to be valid. Purchase orders placed verbally or by telephone will only be valid if confirmed by the Buyer in writing. Unless otherwise agreed upon by the Parties, a written confirmation of the Seller's order, which should be effectively submitted to the Buyer within the validity period of the order, must include: a binding delivery date, price or unit prices and value, as well as other provisions that are significant due to the subject matter or circumstances. Unless otherwise agreed upon by the Parties, the order validity period shall be five working days, counted from Monday to Friday, subject to public holidays, and during this period a purchase order confirmation should be submitted in writing by the Seller to the Purchaser in such a way that they could get familiar with it. After the ineffective expiration date of the purchase order, the Buyer shall not be bound by the purchase order submitted to the Seller. A sufficient form of writing is the transmission of statements by fax or email to the designated contact details of the Buyer.

2. Price, payment and deductions

- 2.1. The price specified in the purchase order confirmed by the Seller shall be binding upon the Parties. All prices are net prices, i.e. prices without value added tax unless the rate and value of the tax and the gross price, i.e. including value added tax, are indicated separately.
- 2.2. Unless otherwise agreed upon by the Parties, the agreed remuneration shall be due and payable within 30 calendar days from the date of completion / fulfillment of delivery or provision of service duly confirmed by the Parties and transferring a correctly issued VAT invoice to the Buyer. The invoice issued by the Seller to the Buyer, in addition to the minimum data required by common law, must contain the following information: order number, number of the acceptance protocol, indication of the person responsible for the purchase on the part of the Buyer. If the Buyer pays the Seller the remuneration resulting from the invoice before the due date, within 14 days from the date of presenting a correctly issued invoice to the Buyer, the Seller shall grant the Buyer a discount in the amount of 3% of the net invoice value, i.e. the invoice value without VAT. Unless otherwise agreed upon by the Parties, the

agreed price shall include remuneration for any additional activities, work or services rendered by the Seller (e.g. assembly, installation, deployment), as well as other additional costs related to the Seller's performance (e.g. packaging, transportation costs including insurance, customs, freight, etc.).

- 2.3. The Buyer reserves the right to deduct or withhold payment to the extent permitted by applicable law. The Seller shall be entitled to offset or withhold their performance in the case of counterclaims that are undisputed or have been determined by a final judgment (*res judicata*).
- 2.4. The Buyer shall not be obligated to pay interest until the maturity date of the monetary obligation. The Buyer shall be responsible for late payment of the consideration, however, a written notice to the Seller for late payment interest shall be required in any event.
- 2.5. Compensation for recovery costs referred to in Article 10 of the Act of 08 March 2013 on counteracting excessive delays in commercial transactions (i.e. Journal of Laws 2021, item 424) shall not be due to the Seller if, prior to the date of payment, the Seller has not taken steps to collect the amount due.
- 2.6. The moment of payment of the remuneration/price is the moment of debiting the Buyer's bank account.

3. Assignment, retention of title, subcontracting

- 3.1. The Seller may assign their claim against the Buyer only with the Buyer's prior written consent.
- 3.2. The ownership of the purchased items shall be transferred to the Buyer unconditionally and at the latest at the time of receipt, regardless of whether the consideration has already been paid to the Seller, unless otherwise agreed by the Parties. The Buyer shall be permitted in individual cases to agree to reserve the ownership of the item by the Seller until the payment of the price by the Buyer at the latest, in which case the reservation of ownership of the delivered item shall expire, i.e. the ownership shall pass to the Buyer, at the latest upon payment of the price/remuneration by the Buyer. The Buyer shall have the right to dispose of the purchased goods and subsidiary rights, irrespective of whether they have paid the purchase price / remuneration to the Seller, subject to the goods to which the reservation of ownership has been made in favor of the Seller. Other forms of securing payment on items (e.g. lien) constituting the object of purchase by the Buyer are not permitted.
- 3.3. The Seller shall not employ subcontractors to perform the subject matter of provision of their services or labor without the Buyer's prior written consent.

4. Terms

- 4.1. The terms within the scope of the Sellers' performance, i.e. delivery of goods or provision of services, specified in the order shall be unchangeable and binding upon the Parties. The dates and times of performance shall determine the time of delivery of the item or performance of the service at the Buyer's premises or other agreed location.
- 4.2. The Buyer may refuse to accept an item delivered before the agreed date or a partial delivery of an item at their discretion, unless they have given their prior written consent to such deliveries. The risk of bearing the cost of such a delivery and the consequences of refusal to accept it shall be borne by the Seller.
- 4.3. In the case of occurrence of circumstances that may cause a delay in the course of performance of the Seller's obligations, the Seller, who has knowledge of such circumstances, shall notify the Buyer of them in writing without delay, specifying at the same time the reasons for and time of the expected delay. Fulfillment of the above information obligation does not relieve the Seller from the obligation to timely fulfill their obligations to the Buyer.
- 4.4. If the Seller fails to perform their performance or performs the performance after the expiry of the agreed time limit, the Buyer reserves the right to withdraw from the agreement in part

or in whole within 30 days from the date on which the time limit for performance of the Seller's performance expired, with the right to claim damages resulting from non-performance or improper performance of the agreement. The above shall not affect the Buyer's rights reserved in section 4.5 of these GTCs.

- 4.5. If the Seller is in delay with their performance, the Buyer shall have the right to demand payment of a contractual penalty equal to 1% of the net price of the performance with which the Seller is or was in delay for each full week of delay; however, the contractual penalty may not exceed 5% of the value of the performance with which the Seller is in delay. The contractual penalty referred to in the first sentence of this paragraph is a minimum form of compensation and is due regardless of whether the Seller has managed to perform their obligation in full after the expiry of the agreed term; moreover, the said contractual penalty does not nullify the Buyer's right to claim damages exceeding the value of the accrued contractual penalties.
- 4.6. The Parties are aware of the current situation related to the COVID-19 disease pandemic and its consequences and impact on the operation of economic undertakings, in particular that it generates constraints and risks consisting in particular of: (i) the occurrence of delays, restrictions or non-deliveries by the Seller's suppliers, (ii) the imposition of governmental regulations or restrictive decisions (e.g., lockdown, curfew, closure order, restrictions or limitations on movement) and (iii) illnesses of employees and personnel to COVID-19 and quarantine of employees and personnel. Any failure to perform the Seller's obligations or any delay in their performance directly or indirectly caused by the COVID-19 pandemic, including without limitation circumstances (i) through (iii) above, shall not be considered by the Parties as force majeure or a circumstance preventing the Seller from performing the agreed obligations, and even less shall they constitute the basis for the Seller to demand the amendment of the provisions of the concluded agreement. If the impediment lasts for more than 30 calendar days, the Parties will make a good faith effort to reach an agreement on the performance within the subsequent 14 days. If the Parties do not reach an agreement on the matter within the stipulated period of 14 days, the Buyer shall be entitled to terminate the contract by giving immediate notice.

5. Shipping, packaging and other additional costs

- 5.1. All shipments must include a delivery note in duplicate showing the order number and date of order.
- 5.2. All shipping documents / bills of lading as well as documents relating to the contract must include in addition to the item designation, the material number specified by the Buyer and the purchase order number, the date of order, the quantity, the place of delivery, the person responsible for the order on behalf of the Buyer and the method of packaging. The Seller shall be responsible for the consequences of incorrect information in the bill of lading.
- 5.3. The Seller shall be responsible for fulfilling shipping requirements. The Buyer shall be entitled to refuse to accept delivery if the proper shipping documents have not been made available to the Buyer by the date of acceptance, or if the shipping documents are missing or incomplete. In the event of refusal to accept delivery for any of the aforementioned reasons, the Buyer shall not be deemed to be in default in taking delivery of the contract subject. Any costs incurred as a result of refusal to accept the delivery referred to above shall be borne by the Seller.
- 5.4. Unless otherwise agreed by the Parties, the Buyer will not accept a shipment packaged other than:
 - a) EUR flat, four-way wooden pallets, according to UIC 435-2 standard, marked with EUR symbol;

- b) europallets with a mesh;
 - c) other reusable packaging and packaging made from recyclable materials, properly labeled. The Seller shall be obligated to accept / collect at their expense the return of the entire package of the consignment at the place of delivery during normal business hours, at the latest within one week of the respective written request. The above shall apply mutatis mutandis to other waste and residues arising from the production or delivery of goods.
- 5.5. Subject to further provisions, all deliveries shall be made for the account and at the expense of the Seller, with freight paid to the destination stated on the purchase order (DDP Incoterms 2020). The place of delivery stated in the purchase order is at the same time the place of performance for all deliveries, services and any subsequent performance, i.e. The Seller's obligations must be fulfilled at the place of delivery or any other place designated by the Buyer. If the Seller at the request of the Buyer has changed the place of delivery, in relation to the place specified in the order document, the Seller shall choose the cheapest way of shipment for the Buyer; in this case the Seller may take out transport insurance only on the express request of the Buyer.
- 6. Transfer of risk regarding the subject matter of the contract**
- 6.1. The Seller shall bear the risk of accidental loss, damage or deterioration of the contract subject until the delivery reaches the place of delivery.
 - 6.2. If the parties have agreed that the goods shall be examined upon acceptance, the moment when the Buyer accepts the goods without remarks shall be decisive for the transfer of the risk referred to in section 6.1. to the Buyer. If the goods are subject to inspection on delivery, the statutory provisions on the contract of sale shall apply. The Buyer's delay in acceptance shall have the effect of acceptance without remarks.
- 7. Drawings, designs, sketches, samples, tools**
- 7.1. Drawings, designs, sketches, samples, models, tools, including, but not limited to, punching and cutting tools, injection molds, die castings, press molds, dies, models and dies for forging and other production tools (hereinafter referred to as "production equipment"), which the Buyer makes available to the Supplier, shall remain the property of the Buyer and may not be used by the Seller for any purpose other than the performance of the Buyer's order. The duplication or enabling of the use of production facilities that the Seller has obtained from the Buyer by third parties shall only be permitted with the Buyer's prior written consent. In the event of expiration of the contract or suspension of the contract execution for other reasons, the Seller shall be obligated to return the production equipment to the Buyer upon their request without undue delay.
 - 7.2. The Seller, to whom the Buyer has transferred the production facilities, shall be obligated to maintain them properly, including maintenance and repairs at their own expense.
 - 7.3. If the contract provides for the Buyer to bear the cost of the tools, they shall become the property of the Buyer upon their purchase or manufacture by the Seller. In this case, there is no transfer of the tools by the Buyer and the Seller holds and stores the tools for the performance of the contract free of charge. In the event of expiration of the contract or suspension of the contract execution for other reasons, the Seller shall be obligated to return the tools to the Buyer upon their request without undue delay. If the Parties have agreed to pay for the tool in installments or to repay the cost of the tool when paying for products manufactured using the tool, and the Buyer requests release of the tool prior to full repayment of its cost to the Seller, which the Buyer shall have the right to do at any time, the unpaid cost of the tool shall be settled upon return of the tool as agreed by the Parties.

7.4. The Seller shall be entitled to refrain from issuing manufacturing equipment or tools to the Buyer if the Seller's counterclaims against the Buyer are undisputed or have been established by a final and binding judgment or decision.

8. Defectiveness of the object of sale

8.1. The Buyer's rights in the event of quality defects or legal defects of the goods or other breaches of obligations by the Seller shall arise under generally applicable law, unless otherwise provided in these GTCs.

8.2. The Buyer shall not be obligated to examine the subject of the Seller's performance, unless otherwise agreed by the Parties. In view of the above, the Seller may not raise a charge against the Buyer under Article 563 §1 of the Civil Code and the Buyer shall be irrevocably entitled to all rights under the warranty.

8.3. With regard to the obligation to inspect the goods and to notify defects in the delivery item, the Buyer shall be obligated to inspect the delivery item with respect to defects that are visible and easily recognizable during an external inspection of the incoming goods including shipping documents or during random sampling as part of quality control (e.g. transport damage, incorrect delivery, insufficient delivery). If the delivered goods are subject to examination, the Buyer shall not be obligated to inspect the goods in advance. In all other cases, the obligation to examine the delivery item at the time of delivery must arise from the contract between the Seller and the Buyer. The Buyer shall notify the Seller of a defect in the delivery item immediately upon its discovery. Notification of a defect in the subject matter of the contract shall be deemed to have been made without undue delay and therefore in a timely manner if sent within 10 working days of the discovery of the defect.

8.4. If the Seller fails to meet the obligation to replace the defective item with one free of defects or to remove the defect after notification within a reasonable period set by the Buyer, the Buyer shall be entitled — at their option — to substitute removal of the defect by purchase or removal of the defect of the subject of the agreement by a third party at the Seller's expense. If the Seller fails to meet the obligation to replace the defective item with a new one or to remove the defect within the prescribed time limit, or the replacement or repair of the item is unacceptable to the Buyer (e.g. due to urgency, danger to the functioning, safety or threat of unjustified damage), the Buyer shall notify the Seller of such circumstances without undue delay in an appropriate manner and, if possible, in advance.

8.5. Replacement of an item with a new one or repair of an item as referred to in section 8.4. also includes disassembly or removal of the defective item, as well as reassembly, if the item, according to its nature, has been integrated or mounted on another item. Any costs associated with warranty or guarantee services shall be borne by the Seller.

8.6. The course of the guarantee and warranty period shall be suspended for the time from the moment of notification by the Buyer of a defect in the subject of performance to the moment of the Seller's final reference to that notification, i.e. to the moment of repair or replacement of the subject of performance, rejection of the Buyer's requests in that respect or discontinuance by the Seller of any other consideration of the Buyer's requests. If the item is replaced with a new, defect-free item or the defects are corrected, the warranty period starts anew. With regard to replacement or repaired parts made at a later time, i.e. after the warranty periods have expired, the above rule shall apply accordingly unless such an obligation arises from the Seller's statement, custom or nature of the relationship.

9. Product liability

9.1. The Seller shall be liable for any claims of third parties for personal or material damage resulting from defects of the product delivered by the Seller, hence the Seller shall be obligated to indemnify the Buyer from any liability resulting from such claims. If the Buyer is

required to conduct a third party recall as a result of a defective product supplied by the Seller, the Seller shall bear all the costs associated with the recall.

- 9.2. The recall costs referred to in section 9.1 of these GTCs shall also include the cost of replacing the defective product with a defect-free product.
- 9.3. The Seller shall be obligated to take out and maintain at their own expense a product liability insurance policy with a minimum cover of EUR 5 million, which, unless otherwise agreed, needs not cover the risk of product recall, liquidated damages or similar. The Seller shall deliver to the Buyer, upon request, a copy of the insurance policy referred to above.

10. Intellectual and Industrial Property Rights (hereinafter: "IP rights")

- 10.1. The Seller warrants and is responsible pursuant to item 10.2 that the subject matter delivered by the Seller does not constitute or infringe on any third party IP rights in any country of the European Union or in any other country where the Seller manufactures the subject matter themselves or through third parties.
- 10.2. The Seller shall be obligated to indemnify the Buyer against any claims of third parties for infringement of IP rights referred to in section 10.1. and to reimburse all necessary costs incurred by the Buyer in connection with such claims. The Seller may exempt themselves from the obligation referred to in the previous sentence if they prove that the breach is not their fault.
- 10.3. The above does not affect the Buyer's rights to pursue other claims arising from legal defects of the Seller's subject of performance.

11. Spare parts

- 11.1. The Seller shall be obligated to offer spare parts for products being the subject of the Seller's performance for 10 years counting from the last delivery.
- 11.2. If the Seller intends to discontinue manufacture of spare parts for products subject to the Seller's performance to the Buyer, the Seller shall promptly notify the Buyer of their decision to do so. The Seller shall inform the Buyer of their intention to cease manufacturing spare parts for the products being delivered at least 12 months prior to the actual cessation of manufacturing spare parts for the products being delivered to the Buyer, subject to the provision of section 11.1. of these GTCs.

12. Special provisions for work and services

- 12.1. For installation, assembly, repair, and other work and services, the following additionally applies:
 - a) The Buyer shall accept the charge and pay wages for the work or services if properly documented by an acceptance report signed by the Parties;
 - b) The Seller, while providing work or services for the Buyer, shall be obligated to ensure and observe the principles of occupational health and safety, fire protection, property protection and environmental protection;
 - c) Relevant environmental, fire protection and occupational health and safety regulations relevant to and applicable to the Buyer's facility shall be made available to the Seller by the Buyer's appropriate representative. The Seller shall familiarize themselves with said regulations and shall comply with and ensure compliance with said regulations by the Seller's personnel and subcontractors, in particular by familiarizing personnel and subcontractors with said regulations. Employees, subcontractors and other persons engaged by the Seller to perform the contract must be trained in the subject regulations by the person responsible for the performance of the contract on the part of the Seller. After the training, the trained persons and the person responsible for the execution of the contract on the part of the Seller shall sign appropriate statements of training. Statements of training must be provided to the Buyer prior to the commencement of

work or services at the Buyer's facility by trained employees, subcontractors, or other persons used by the Seller to perform their services. The Seller shall complete, sign and deliver to the Buyer the "Rules of Conduct for Contractors" form provided to the Seller together with environmental, fire protection and occupational health and safety regulations relevant and applicable to the Buyer's site. Environmental, fire protection, and occupational health and safety regulations relevant to and binding for a given plant shall remain with the Seller. Only certified safety-compliant work equipment (e.g., ladders, stairs, scaffolding, electrical work equipment, handling tools) may be used on the Buyer's premises. The Sellers or their subcontractors may engage to work for the Buyer or their facilities only personnel lawfully employed and compensated for work or services rendered at least at the level of the current minimum wage rates or minimum hourly rates referred to in the Minimum Wage Act of October 10, 2002 or in compliance with other regulations applicable to the Seller or their subcontractor. Upon request of the Buyer, the Seller shall make an appropriate statement and present relevant evidence to prove that the employment and in particular remuneration of the persons involved complies with the applicable regulations.

- d) The Seller, their subcontractors or other persons used by the Seller to perform their performance or acting on their behalf are solely responsible for ensuring the careful and safe storage of their property brought onto the Buyer's premises. The Buyer shall not be liable for the Seller's property or property of persons used by the Seller in the performance of their services.

13. Limitation of liability

13.1. The guarantee and warranty period for the subject of the Seller's performance shall be 3 years from the time of transfer of risk, unless otherwise provided by law or agreement between the Parties. If the warranty or guarantee period under the Act is different, the longer warranty or guarantee period counts. If the item of performance is subject to examination by the Buyer, the warranty period shall be calculated from the time of approval.

13.2. The Parties' ability to raise claims is limited by statutory limitations periods.

14. Requirements for electrical and electronic equipment, packaging

14.1. The Seller shall be obligated to verify, with respect to all items subject to delivery to the Buyer, the existence of obligations arising, in particular, from the provisions of: the Act of 14 December 2012 on waste, the Act of 11 September 2015 on waste electrical and electronic equipment, the Act of 24 April 2015 on batteries and accumulators and the Act of 13 June 2013 on packaging and packaging waste management and to ensure the fulfillment of these obligations.

15. Compliance

15.1. The Buyer requires the Seller to act in accordance with common law and ethical principles. The Seller acknowledges and accepts the obligation to read and act in accordance with the standards of conduct described in the [Hoppecke Group Purchasing Policy](#). The Seller shall also be obligated to acquaint subcontractors and other persons they use in the performance of contracts for the Buyer with the above standards, so that these persons also comply with these standards of conduct. The Seller shall provide the Buyer, upon the Buyer's request, with statements from subcontractors acknowledging these policies.

15.2. The Seller undertakes to apply the United Nations Global Compact principles on human rights, labor rights, environmental protection and anti-corruption in their operations(www.unglobalcompact.org). Upon the Buyer's request, the Seller shall sign an appropriate undertaking that they will conduct their operations in accordance with the principles of the United Nations Global Compact.

15.3. In addition, the Seller shall have procedures in place to ensure that only original products meeting specifications are the subject of their services. The subject of the Seller's performance may not be counterfeit, fraudulent, forged products.

16. Damages resulting from antitrust and competition law violations

16.1. If, with regard to products or services constituting the subject of the Seller's performance for the Buyer, a court or relevant administrative authority issues a final judgment or a final decision pursuant to which the Seller is found guilty of violating antitrust and competition laws, the Seller shall pay the Buyer a contractual penalty in the case of agreements concerning the establishment of prices or quotas or the allocation of markets or customers, amounting to 10%, or in the case of any other breach of antitrust and competition law, up to 3% of the net value of goods or services paid to the Seller for the products or services to which the judgment or decision relates in connection with the breach of antitrust and competition law. However, the Seller shall be entitled to prove that the Buyer has not suffered any damage in connection with the purchase of the products or services in question, or that the Buyer's damage was less than the aforementioned lump-sum contractual penalty. This liquidated damages clause does not affect or exclude any other statutory or contractual rights and claims of the Buyer beyond liquidated damages to which the Buyer may be entitled as a result of the Seller's alleged violation of antitrust and competition laws.

17. Governing law, court jurisdiction

17.1. If the Seller is an entrepreneur, the Buyer's court shall have exclusive jurisdiction, also for cases with an international element.

17.2. The relationship between the Seller and the Buyer shall be governed by the laws of Poland.