

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES

§ 1 DEFINITIONS

1. Terms: "GTC," "Terms and Conditions," "these Terms and Conditions," "hereby," "below," "above," and others used in a similar context mean these General Terms and Conditions for Purchase of Services.
2. The term "Product" or "Service" - means any services that the Purchaser has contracted to be provided to the Supplier or that are to be or should be provided by the Supplier to the Purchaser as agreed by the Parties.
3. The term "Purchaser" means SECO/WARWICK S.A., based in Świebodzin.
4. The term "Supplier" means an individual or legal entity, as well as any entity other than the Purchaser, providing Services to the Purchaser under these GTCs.
5. The term "Party" or "Parties" means a Party: Purchaser or Supplier or both parties collectively.
6. The term "Order" means an order placed by the Purchaser for the provision of Services.

§ 2 GENERAL PROVISIONS

1. These General Terms and Conditions of Purchase of Services apply to all orders placed by SECO/WARWICK S.A. in Świebodzin, and apply to the provision of Services, by the entity hereinafter referred to as Supplier.
2. Acquisition of any Services by Purchaser shall be made only in accordance with the provisions of these terms and conditions. These GTCs may be modified, amended, or some of them may be excluded from application by the Purchaser in orders or order attachments addressed by it to Suppliers. Notwithstanding the foregoing, these GTCs shall apply to all contracts described in §2(1), unless otherwise agreed by the Purchaser in writing under pain of nullity.
3. Any deviation from the Supplier's application of the GTC may take place only with the consent of the Purchaser expressed in writing under pain of nullity.
4. The Purchaser's waiver, in specific cases, of strictly defined purchase conditions has binding force only with respect to a specific order, and in no case can it be treated by the Supplier as having been made with respect to subsequent orders placed by the Purchaser.
5. If the Supplier does not agree with the T&Cs, it is obliged to notify the Purchaser in writing immediately, before performing the Service, no later than 3 days from the date of receipt of the order. In this case, the Purchaser reserves the right to withdraw the order, and the Supplier in this situation shall not be entitled to any claims. Failure by the Supplier to submit a written statement within the aforementioned period shall result in acceptance of the order under the terms and conditions specified in the GTC.
6. The Supplier accepts and will comply with the SECO/WARWICK Group Code of Ethical Business Conduct, available on the website [Corporate social responsibility in SECO/WARWICK](#)
7. The application of any of the Supplier's general terms and conditions, contract forms or regulations is completely excluded. If the Purchaser expressly agrees to such terms and conditions in writing under penalty of invalidity, then, in the event of any contradictions between the Purchaser's GTC and the Supplier's general terms and conditions, the provisions contained in the Purchaser's General Terms and Conditions of Purchase of Services shall prevail.

§ 3 TERMS AND CONDITIONS OF THE SALES CONTRACT

1. The contract for the provision of Services resulting from the Purchaser's order is concluded upon receipt by the Purchaser of the confirmation of acceptance of the order under the terms and conditions specified in the Purchaser's order.
2. The Purchaser's order may be confirmed by the Supplier in writing, in documentary form, including by fax or e-mail.
3. Explicit citation of these GTCs is not required for their application; each acceptance of an Order is tantamount to acceptance of the current GTCs available on the Purchaser's website.

4. The Supplier's accession to the execution of the Purchaser's order is tantamount to full acceptance of the GTC.
5. Any changes to an accepted order or contract to which these T&Cs apply shall be in writing or in documentary form, including by fax or e-mail.

§ 4 PRICE AND TERMS OF PAYMENT

1. For mutual settlements between the Parties, the prices specified in the Purchaser's order shall be considered binding.
2. Each of the Supplier's invoices must operate with prices that are the same as those agreed with the Purchaser. Invoices with prices otherwise specified will not be accepted by the Purchaser.
3. All potential advances paid to the Supplier by the Purchaser shall be credited against the net price of the Services performed.
4. All details indicated in the Order that allow for the identification and control of the performance of the Services, should be clearly shown on the invoice. The invoice must be obligatorily sent to the address indicated on the front of the Order.
5. Receivables for the performance of the Services shall be payable by interbank transfer, on the date agreed with the respective Supplier, with the proviso that payments shall be made by the Purchaser only on Tuesdays. If the payment deadline agreed with the respective Contractor falls on another day of the week, the payment deadline shall be automatically extended to the next Tuesday falling after the agreed payment deadline, and the Purchaser shall be entitled to make payment on the next Tuesday falling after that day, without any negative consequences related thereto. The Supplier waives in advance any claims on this account, including claims for late payment interest or damages, considering that the payment was made on time.
6. The date of payment of the amount due shall be the date on which the Purchaser's bank account is debited.
7. The Supplier declares and undertakes that all invoices issued in connection with the performance of the agreement/order will be in accordance with the applicable provisions of tax and accounting law in Poland, in particular with the Act of 11 March 2004 on tax on goods and services and other relevant legal acts or provisions of the law in force in the country relevant to the performance of the agreement/order. In the event of any discrepancies, errors or formal deficiencies in the issued invoices, the Supplier undertakes to correct them immediately. The Supplier is fully liable for any legal, financial or tax consequences resulting from the breach of the above obligations, including for damages incurred by the Purchaser as a result of any irregularities related to the issued invoices. The Purchaser undertakes to make payment only on the basis of a correctly issued invoice in accordance with Polish regulations.
8. The Purchaser shall have the right to charge contractual penalties in the amount of 0.5% of the gross value of the Order for each day of the Supplier's delay in performing the Service, but not more than 50% of the gross value of the Order. If the value of the Purchaser's damage exceeds the value of the stipulated contractual penalty, the Purchaser shall be entitled to claim the full value of the damage, including lost benefits, under general rules.
9. If, during the performance of the Services, it becomes necessary to perform additional services not previously foreseen and not included in the order, thus giving rise to a change in price from the price indicated in the order, the Supplier is obliged to obtain the Purchaser's prior consent to continue the Services and pay the higher price. Under pain of non-payment for work performed without the Purchaser's consent.
10. Unless otherwise agreed by the Parties, the basis for issuance of an invoice and payment of the price is acceptance (receipt) of the Services by the Purchaser without reservations. If irregularities are found in the performance of the Services, the payment date shall be postponed until the irregularities are corrected.

§ 5 PERFORMANCE OF SERVICES

1. Ordered Services must be performed in accordance with the provisions of the special conditions specified in the Purchaser's order, applicable regulations and standards, as well as in accordance with the arts, are to be free of overt and hidden defects, and must be accompanied by a document confirming the performance of the Services. This document should include the complete number and date of the Purchaser's order, the definition of the Service performed. A copy of this document should be given to the Purchaser upon acknowledgment of receipt.
2. Contractual deadlines.
 - a. The deadlines for the performance of the Services resulting from the Purchaser's order are absolutely binding. These deadlines mean:
 - with respect to Services performed in one stage, the date on which they were performed,
 - with respect to Services performed in stages, the dates of their performance in accordance with the Order's deadlines for each stage of the Order.
 - b. If the Supplier is delayed in the performance of the ordered Services, the Purchaser shall have the right to withdraw from the contract (within 180 days from the date of delay), and the Supplier waives the right to claim damages on this account. The notice of withdrawal from the contract shall be given by the Purchaser to the Supplier in writing and shall have immediate effect. This is without prejudice to the Purchaser's right to calculate contractual penalties in accordance with § 4, paragraph 8 of the GTC and to claim damages.
 - c. Any performance of the Services prior to the agreed date may take place only with the consent of the Purchaser, provided that payment for such Services shall be made on the due date indicated on the Order.
3. The prices stated in the Order are fixed and not subject to change, and include the provision of Services at the specified location. All costs associated with the performance of the Order shall be borne by the Supplier, unless the Parties have agreed otherwise in writing.
4. The Supplier undertakes to rectify any irregularities in the performance of the Services reported by the Purchaser, within 7 days from the date of reporting the irregularities, unless the Purchaser has set a different deadline in writing.

§ 6 SUPPLIER LIABILITY

1. Within the framework of mutual contacts and business relations, the Purchaser treats the Supplier as a specialized entity, fully prepared to carry out the goals and tasks arising from the concluded agreement. Acting in the above role, the Supplier shall be liable to the Purchaser for any defects in the Services provided, as well as their non-performance or improper performance.
2. All technical, construction, technological data, plans and designs provided to the Supplier by the Purchaser for the performance of the Order, the Supplier may use exclusively for this purpose and is not entitled to share, publish or transfer them to any other entity without the consent of the Purchaser. All information provided to the Supplier in connection with the performance of the Services shall be kept confidential by the Supplier.
3. The Supplier warrants and guarantees that the Services provided to the Purchaser will be carefully performed, tested and so prepared that the effect or result will be usable for its intended purpose and in accordance with the terms of the Purchaser's order.
4. The Supplier confirms that the Services comply with national and EU laws, current as of the date the Services are provided, meet the safety requirements required by the Purchaser, comply with all specifications and standards set forth in the Purchaser's order and the highest standards accepted in professional trade.
5. The Supplier shall be responsible for compensating the Purchaser for damages incurred by the Purchaser, which are directly or indirectly caused by the provision of the Services.
6. Measures taken by the Purchaser to avoid damages (e.g., reassembly using new products, use of another Supplier) shall be the responsibility of the Supplier to the extent provided by law. If the Purchaser perceives faulty performance of the

Services by the Supplier, the Purchaser may, at its option, terminate the Agreement/Order or have a third party perform substitute work at the expense and risk of the Supplier without the need to obtain additional approvals, permits or authorizations in this regard. In doing so, the Purchaser shall retain all indemnification rights against the Supplier.

7. The supplier undertakes to comply with relevant legal and official regulations in fulfilling the contract. The Supplier must comply with health and safety regulations. If the Services are provided in the premises or facilities of the Purchaser or a third party, the Supplier is obliged to comply with the rules and regulations therein, to maintain order, and to clean up the work site after the completion of the Services. The Supplier shall provide, as part of the agreed price, all safeguards stipulated by the regulations. If the Supplier is in doubt about the type of performance required by the Purchaser, it shall notify the Purchaser in writing.
8. The Supplier's liability is strict liability.

§ 7 ACCEPTANCE OF SERVICES AND WARRANTY

1. The Purchaser may inspect the quality and quantity of the Services provided, as well as their acceptance (acceptance) or refusal (acceptance). The Purchaser shall notify the Supplier of the fact of non-acceptance of the Services with indication of the reasons as soon as possible. In the event of a defect in all or part of the Services, the Purchaser may, at his option, regardless of his rights under the law:
 - a. call on the Supplier to correct, supplement the Services or remove the defect, setting an additional deadline, or
 - b. call on the Provider to cease performance of part or all of the Services and to provide in their place Services free of any defects within a specified period of time; or
 - c. have the defect corrected at the Supplier's expense and risk, without obtaining court authorization; if the Supplier neglects to correct the defects or exceeds the deadline set by the Purchaser, or
 - d. withdraw in part or in whole from the concluded contract with notice to the Supplier and without further call to the Supplier within 3 months from the performance of the Service, or
 - e. reduce the price.
2. The Supplier grants a 36-month warranty and guarantee period for the performed Service, counted from the moment of its acceptance by the Purchaser without reservations, unless otherwise agreed by the Parties in the contract. Unless otherwise agreed by the Parties, the Supplier undertakes to perform warranty repair, free of charge, at the place indicated by the Purchaser, within no more than 7 days from the date of complaint. For the Services performed, the Parties accept the application of the warranty provisions of the Civil Code for the sale of things.
3. The Supplier agrees to transfer the warranty to a third party who is the recipient of the Services or goods or equipment produced by the Purchaser, and with which the Services provided by the Supplier were related.

§ 8 MISCELLANEOUS

1. The Supplier shall deliver to the Purchaser, at its expense, all documents, certificates, permits, approvals, certificates or licenses (or other documents typical for the specific type of Services provided) required by the Agreement or arising during its performance, related to the Services or necessary for the proper use of the Service, its results or products based on the completed Services. Supplier shall provide all documents required by applicable law. All documents will be provided no later than the date of completion of the Services.
2. In the event of damage to or loss of goods - equipment entrusted by the Purchaser to the Supplier for the performance of the Service, the Supplier shall pay the equivalent of the damaged or lost goods or equipment and cover all losses and lost profits resulting therefrom.
3. The Supplier undertakes to cooperate with the Purchaser in order to fulfill the obligations imposed on entities in connection with or based on Regulation (EC) NR 1907/2006 of the European Parliament and of the Council of December 18, 2006. concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and

Commission Regulation (EC) No 1488/94, as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC (OJ L 396, 30.12.2006, p. 1), as amended. ("REACH Regulation"). To this end, the Supplier undertakes, at its expense:

- a. sign all documents, provide all information, and take all actions to ensure that the obligations imposed in connection with or under the REACH Regulation are met; and
 - b. sign any additional documents, provide any additional information, and take any additional actions reasonably requested by the Purchaser in connection with or pursuant to the REACH Regulation.
4. In case of non-performance of the obligation specified in paragraph 3 above within the period specified in the Purchaser's summons, the Supplier shall pay the Purchaser a contractual penalty in the amount of 200 000,00 zł for each case of violation. The Purchaser shall be entitled to deduct the contractual penalty from the remuneration due to the Supplier. The Purchaser shall have the right to claim compensation exceeding the amount of the contractual penalty.
5. In case of non-performance of the obligation specified in paragraph 3 above within the period specified in the summons or within the following 7 days, the Purchaser shall be entitled to withdraw from the Contract due to the fault of the Supplier and charge the Supplier a contractual penalty in the amount of 30% of the gross order value. If the value of the damage suffered by the Purchaser exceeds the value of the reserved contractual penalty, the Purchaser shall be entitled to claim compensation in full. Statement of withdrawal from the Contract shall be made in writing, within 7 days from the date of occurrence of the premise entitling the Purchaser to withdraw from the Contract.
6. The Supplier agrees to conduct audits by SWSA and its clients in justified cases and after prior arrangement.

§ 9 PROPERTY PROTECTION

1. The Supplier agrees to treat all information acquired in connection with the performance of the Service as confidential.
2. All information obtained by the Supplier in connection with the performance of the Service shall be treated as strictly confidential and shall be used only in connection with the performance of this Service, thus shall not be reproduced or disseminated, except for the Supplier's cooperation with other third parties in the performance of this Service. Information will be shared with such third parties only to the extent necessary and only after receiving an undertaking from such third parties to abide by this confidentiality clause. All confidential information, whether tangible or intangible, will be returned to the Purchaser immediately upon request. In particular, the Supplier undertakes to maintain confidentiality of information relating to technology, work organization, conduct of commercial activities including documentation of equipment, plans, drawings, computer software, studies and tests, etc. The obligation of confidentiality shall apply both during and after the performance of this Service.
3. The Supplier warrants and guarantees that its provision of the Services, as well as the use or exploitation by the Purchaser of the Services provided by the Supplier, does not constitute an infringement of any patent, trademark, registered utility model, Polish or foreign symbol or other rights arising from industrial and intellectual property, and further agrees to compensate the Purchaser for any damage caused by the infringement of such rights.

§ 10 ORDER CANCELLATION

The Purchaser shall have the right to cancel the order placed or, within 3 months from the commencement of the performance of the Service, to withdraw in whole or in part from the concluded contract with notification to the Supplier and without further call to the Supplier, as well as without being obliged to bear any costs and without being obliged to realize any claims against the Supplier, in the following cases:

- a. opening of liquidation of the Supplier, discontinuation of further operations by the Supplier or obtaining information about the Supplier's lack of liquidity,
- b. the Supplier's demerger of its enterprise, merger with another enterprise or its disposal,

- c. Supplier's failure to comply with any of its obligations under the specific terms and conditions set forth in the order or the GTC,
- d. performance of the Service has lost its meaning for the Purchaser (termination for convenience).

§ 11 INSURANCE

The supplier shall be obliged to conclude a contract of civil liability insurance in respect of its activities related to the subject matter of the contract with a sum insured of at least EUR 1,000,000.00 for one and all cases.

The supplier undertakes to maintain insurance coverage in the above scope during the period of execution of the subject of the contract, and for the duration of the warranty and guarantee.

At the Purchaser's request, the Supplier shall submit a copy of the required insurance contract.

§ 12 BUYER'S LIABILITY

The Purchaser shall not be liable for failure to perform its obligations under these GTCs if this is due to a cause beyond its control. The Purchaser shall in no case - except in cases of intentional fault - be liable for lost profits or indirect damages.

§ 13 EXCLUSION OF ASSIGNMENTS AND DEDUCTIONS

The Supplier may not transfer its rights and obligations under the Services without the Purchaser's prior written consent. The Supplier may not set off any sums to which it is entitled from the Purchaser against other receivables.

§ 14 NOTIFICATION

All notifications under the GTC may be made by fax, registered mail or e-mail.

§ 15 SUPPLIER'S DECLARATION OF DIFFERENTIATED ACTIVITIES

1. The Purchaser represents that it acts honestly and fairly towards its stakeholders and complies with all locally applicable rules and regulations, including the provisions of this paragraph.
2. The Supplier shall conduct itself with honesty and fairness to its stakeholders and shall comply with all locally applicable rules and regulations, as well as the provisions of this paragraph.
3. It is recommended that the supplier has an environmental management system in place in accordance with ISO14001 or similar standards, or plans to obtain one. Alternatively, the supplier may provide other documents certifying operations in compliance with environmental regulations. The Supplier shall comply with the legal requirements for the product, including the content of prohibited/hazardous substances. Suppliers who are not engaged in manufacturing activities, such as software developers, consulting companies, etc., are exempt from this clause.
4. The Supplier shall take all reasonable and practical measures to:
 - a. Protect the health and safety of employees and contract workers and minimize adverse working conditions;
 - b. Implement work practices in accordance with OSHA for the prevention of injury, illness and property damage;
 - c. Minimize occupational exposure to potentially hazardous materials and unsafe working conditions by maintaining adequate safety systems and effective controls
 - d. Establish an emergency response program that covers the most likely anticipated emergencies;
 - e. Train managers and employees to ensure their ongoing commitment to the health and safety of their work and their co-workers;
 - f. Involve employees at all levels in the health and safety program; ensure that they are responsible for prevention from injury and illness.
5. The Supplier shall not employ children in violation of Conventions 138 and 182 of the International Labor Organization. In the case of child labor, the Supplier shall take immediate corrective action in consultation with the Purchaser, taking into account the interests of the children employed. Such actions include:
 - a. minimum acceptable employment conditions for children (such as education level, working hours, rates, health care, etc.);
 - b. A commitment by the supplier not to hire any more children;
 - c. the period during which the supplier will achieve compliance with the listed ILO regulations.

6. Employment should be a free choice. Under no circumstances in the design, manufacture and assembly of products and usg for the Purchaser. The Supplier shall not use forced or slave labor - for example, forced labor performed by persons placed in an asylum or compulsory labor, including labor that is a form of political coercion or political education.
7. The Supplier shall recognize the freedom of its employees to choose whether or not to establish or affiliate with any organization of their choice (this includes labor unions) without the prior approval of the Supplier. An employee's employment may not be conditioned on the condition that he or she not join a labor union or be forced to withdraw from such a union. In addition, membership in a labor union may not be a reason for dismissal or unequal treatment of an employee. The supplier will not interfere with or fund labor organizations, nor will it take any other action to gain control over such organizations.
8. Within the framework of laws, regulations and prevailing labor relations and employment practices, the Supplier shall respect the right of its employees to be represented by labor unions and other labor organizations. The Supplier will engage in negotiations, on its own behalf or through employee associations, to reach agreement on terms and conditions of employment.
9. The supplier shall treat employees equally in work and employment and shall ensure that everyone has equal opportunities. The Supplier shall offer equal pay for equal work performed at the same level. Any form of harassment or discrimination with respect to employment and work, such as discrimination based on race, color, sex, age, language, religion, political or other beliefs, ethnic or social origin, property, birth or other status, will not be tolerated.

§ 16 DISPUTE RESOLUTION

1. Any contract for the provision of the Services or legal transaction made between the Parties under these T&Cs shall be governed by Polish law.
2. In the case of purchases of Services internationally, to which the provisions of international or non-Polish law apply, the Parties agree to exclude their application to the contracts concluded by them, to the extent that such provisions exclude the application of or are in conflict with these GTC.
3. Any disputes arising between the Parties shall be settled by the Courts having jurisdiction over the Purchaser's place of business.

§17 STATEMENT ON THE STATUS OF A LARGE ENTREPRENEUR

Pursuant to Article 4c of the Law on Prevention of Excessive Delays in Commercial Transactions of March 8, 2013, the Purchaser declares that it has the status of a large entrepreneur.