

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES BY AIC S.A.

1. General provisions

- 1.1. These GTC constitute AIC's Model Agreement made by electronic means and govern the terms and conditions of all Orders and Purchase Processes.
- 1.2. The GTCs set out the terms and conditions of the Order to the extent that the Parties have not regulated them differently by individual arrangements. Any duly authorised representative of AIC may make such individual arrangements.

2. Definition of terms

- 2.1. **AIC** – means AIC S.A. with its registered office in Gdynia (81-577), ul. Rdestowa 41, with its registration files held at the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register, registered in the Register of Entrepreneurs of the National Court Register under the number 0000456510, with REGON (Business ID) 220592964, NIP (Tax ID) 5891936466 and share capital of PLN 7,777,777.00, paid in full.
- 2.2. **Supplier** – means a party to an Order other than AIC or a person or entity entering into an Order with AIC.
- 2.3. **Acceptance** – means the making of an express statement by AIC that the Order has been executed correctly in its entirety or in the part indicated in such statement, or with reservations, but in a manner that triggers payment despite such reservations.
- 2.4. **Offer** – an offer, including a counter-offer to conclude an Order, made by AIC or a Supplier.
- 2.5. **GTC** – these General Terms and Conditions of Purchase of AIC.
- 2.6. **Purchase Process** – activities aimed at concluding an Order, such as submitting requests for quotation, submitting Offers, accepting Offers, conducting negotiations or tendering regardless of whether the Order has been finally concluded.
- 2.7. **Subject Matter of the Services** – the object on which the Service is to be performed, which is previously supplied by AIC to the Supplier for the purpose of performing that Service (refers in particular to the Services for the treatment of that object) or any other object provided by the Supplier to AIC as part of the Services.
- 2.8. **Party or Parties** – means AIC or the Supplier or AIC and the Supplier together.
- 2.9. **Goods** – movables, as well as all forms of energy, water and gases, as well as intangible goods subject matter of the contract for specific work, such as works, opinions or expertise.
- 2.10. **Framework Agreement** – an agreement that regulates the terms of future agreements, also when the framework agreement commits to specific performance.
- 2.11. **Services** – legal or factual acts such as material treatment services, operation and maintenance of machines and devices, transport, cleaning, collection of waste and wastewater, as well as any other services.
- 2.12. **Continuous Services** – means Services in which the Supplier's performance is periodic or continuous.
- 2.13. **Model Agreements** – any standardised contractual clauses or sets of clauses used by the Parties, prepared in advance and unilaterally, in particular general terms and conditions of agreements (including purchases, sales, performance of services), regulations, standard provisions in offers, requests for quotation, brochures, documents or in correspondence.
- 2.14. **Order** – means an agreement (including a Framework Agreement) between the Supplier and AIC governing the terms on which AIC receives Goods from the Supplier (including Goods yet to be manufactured, modified, customised or installed) or on which the Supplier provides Services to AIC (also supplying AIC with Subject Matter of the Services), including where such agreement is entered into under a separate Framework Agreement; The Order may relate to Goods (being a contract of sale, supply, contract for specific work or similar named or unnamed agreement) or Services (being a contract of mandate, service contract or similar named or unnamed agreement), including Continuous Services.

3. Purchase Process

- 3.1. AIC shall submit requests for quotation, make its own Offers or accept the Supplier's Offers on the terms and conditions set out in the GTC regardless of whether the Purchase Process was initiated by the Supplier or AIC.

- 3.2. The use of any Supplier's Model Agreement is excluded and the GTC is the only Model Agreement in force between the Parties. AIC, by submitting or accepting an Offer or otherwise concluding an Order, stipulates that it concludes it on the terms and conditions of the GTCs and excludes the application of the Supplier's Model Agreements, also if, before the GTCs came into force, the Parties individually agreed on the future application of the Supplier's Model Agreements.
- 3.3. The Order shall be concluded in the manner provided for by the laws governing the conclusion of agreements, in particular by the acceptance of the Offer by the other Party, with the proviso that:
 - 3.3.1. the silence of AIC shall under no circumstances be deemed to be an acceptance of the Supplier's Offer, an express statement is always required for AIC to accept such Offer;
 - 3.3.2. if the Supplier has an ongoing business relationship with the AIC, the Supplier's failure to respond to the AIC's Offer within 2 working days of receipt shall mean acceptance of the Offer;
 - 3.3.3. The AIC's Offer may also be accepted by the Supplier by proceeding with the Order.
- 3.4. An Order shall be concluded at least in documentary form, and the preferred form for concluding an Order in this form shall be e-mail correspondence.
- 3.5. Orders concluded by the Supplier's accession or by the Supplier's failure to respond to the Offer (i.e. 3.3.2 and 3.3.3) shall also be deemed to be concluded in documentary form. In such a case, the content of the Order shall be determined by the accepted AIC's Offer.
- 3.6. Any changes or additions to the Order shall be in the same form as that used to conclude the Order, otherwise being null and void.
- 3.7. If the Supplier confirms the contents of the Order after it has been concluded, any unilateral amendments or supplements to the Order contained in such confirmation shall be of no effect.

4. Deadline for execution of the Order

- 4.1. If a deadline is not specified in the Order, the Order shall be executed immediately after its conclusion.
- 4.2. The decisive criterion for meeting the deadline shall be the Acceptance of the Order within this deadline.
- 4.3. The Supplier shall immediately inform AIC of its intention to execute the Order early. AIC may refuse to accept early fulfilment of an Order if the Supplier has not notified AIC or if, after such notification, AIC has not agreed to early fulfilment.

5. Payment

- 5.1. The payment specified in the Order includes all the Supplier's costs incurred for the purpose of fulfilling the Order.
- 5.2. Different, individually agreed principles for bearing the costs of performance of a given Order may result in particular from reference to a specific Incoterms rule governing such principles.
- 5.3. The possibility of upward adjustment of the payment for an Order shall be excluded without modification of that Order.
- 5.4. If no other payment term has been agreed, it shall be 60 days from the date of delivery to AIC of the Supplier's correctly issued invoice.
- 5.5. If the Order provides for Acceptance to be made in parts and no separate payment is specified for every the partial Acceptance, payment shall not be made until after the last of the scheduled Acceptance.
- 5.6. If payment has been determined so that all or part of it is made prior to Acceptance, and the Order is performed improperly, AIC may withhold such payment until the breaches have been remedied without affecting the Supplier's performance dates for the Order.
- 5.7. In the event that the Supplier's bank account is not on the so-called white list of VAT taxpayers maintained by the National Tax Administration on the date of payment, AIC is entitled to withhold payment until the Supplier provides a bank account on this list or an existing account is added to the list, unless the Supplier is not subject to the laws regarding the possibility of disclosing its account number on the white list.

- 5.8. AIC accepts the issue and transmission, including the provision of electronic invoices. The Supplier undertakes to use only electronic invoices and to send them to *faktury@myaic.com*. AIC reserves the right to withdraw this acceptance at any time.
- 5.9. The Supplier may not claim payment for that part of the Order which has not been actually and duly performed, even if it is the Supplier who has withdrawn from the Order.
- 5.10. The Supplier may not withhold performance of an Order on the grounds of AIC's inability to perform the Order, AIC's insolvency, AIC's conduct in preparation for or during performance of the Order, or circumstances relating to previous Orders.

6. Other general provisions

- 6.1. The Supplier's obligations set out in the GTC form an integral part of the Order.
- 6.2. The Supplier shall perform the Order with the utmost care.
- 6.3. The place of performance shall be AIC's registered office (as indicated in 2.1) or any other place of destination of the Goods, Subject Matter of the Services or performance of the Services indicated in the Order, such as another AIC facility or the registered office of AIC's counterparty. AIC may specify a more precise place of performance at its facility, registered office or other place.
- 6.4. The Supplier shall promptly (but never later than within 3 days from the date on which it became aware or should have become aware of the circumstance in question) and on its own initiative notify all material matters relating to the performance of the Order, in particular and each time there is a risk of a delay of more than 2 working days. Failure to promptly notify AIC of the circumstance in question shall deprive the Supplier of the possibility of relying on it at further stages of the Order.
- 6.5. In addition, the Supplier is obliged to provide AIC with any information concerning the execution of the Order which the AIC requests from the Supplier, as soon as the AIC makes an enquiry, but never later than within 2 working days. In particular, the AIC may make enquiries in this manner to confirm and update the deadlines for the execution of the Order.
- 6.6. In the event of a threat to the deadline, the Supplier shall also inform the AIC of the anticipated new date for execution of the Order.
- 6.7. Informing the AIC pursuant to 6.4 to 6.6 of a breach of the Order shall not relieve the Supplier of any liability for such breach.
- 6.8. The Order number assigned by AIC and the Supplier shall be indicated by the Supplier each time on documents and communications relating to the execution of the Order, in particular on the notification of delivery, on invoices, on the goods dispatched note and on the acceptance report.
- 6.9. If the execution of the Order involves the presence of Supplier's personnel on AIC's premises, such personnel shall be there only under the supervision of AIC's representatives and shall comply with all AIC's instructions, in particular those concerning health and safety.
- 6.10. Waste generated by the Supplier at the AIC's premises during the execution of the Order from materials not previously belonging to the AIC shall be the property of the Supplier and shall be removed and managed by the Supplier and at its expense.
- 6.11. AIC shall have the right to carry out a control at the place of execution of the Order, in particular to control the Supplier's production and logistics process, but excluding access to the Supplier's trade secrets that are not related to the execution of the Order. AIC shall inform the Supplier of its intention to carry out such control at least three days in advance.
- 6.12. The Supplier must, before proceeding with the Order, examine any raw material, material or information (including drawings or specifications) supplied by AIC for the purpose of fulfilling the Order as to whether it is defective or otherwise objectionable and notify AIC promptly, not later than 5 working days after receipt, of these defects or other objections. In the absence of such notification, and in the event that the Supplier proceeds with the Order before the deadline for notification, the Supplier may not rely on the reservations to defects or other objections referred to above.
- 6.13. The Supplier shall maintain full traceability of the objects entrusted to it by the AIC so that AIC's representatives can, without any doubt, associate the originally supplied objects, including materials and raw materials, with the Goods, Subject Matter of the Services (in particular, the workpiece or semi-finished product) or the Services.
- 6.14. When a Supplier purchases raw material for the purpose of producing workpieces or semi-finished products for the AIC, which then go to ASME acceptance devices, the transfer of

marking from the raw material from which the workpieces or semi-finished products were made is required. Requirements for the method and form of marking may be included in particular in the material specification and the technical drawing. The Supplier is obliged to submit the material certificate with the delivery of such Goods or Subject Matter of the Services.

- 6.15. The Supplier shall mark all deliveries in such a way that the marking remains unambiguous, legible and intact also during transport and subsequent storage.
- 6.16. The Supplier shall not to any extent be authorised to act on behalf of AIC including to receive any performance or statement on behalf of AIC unless it has received a separate power of attorney for that purpose.
- 6.17. A Supplier who has received a power of attorney is obliged to return, whenever requested by AIC, any documents that evidence this power of attorney. A request for the return of documents implies the revocation of the authorisation in question, unless otherwise stipulated in the request.
- 6.18. If the AIC's power of attorney provides for the possibility of granting further powers of attorney, the Supplier shall inform the AIC immediately of any such further powers of attorney.

7. Order of Goods

- 7.1. The Goods delivered shall be deemed to comply with the Order in particular when:
 - 7.1.1. it complies with all the requirements of AIC, in particular as reflected in the drawings and specifications provided;
 - 7.1.2. it is delivered with complete documentation (such as: guarantee cards, instruction manuals, safety data sheets, declarations of conformity, material certificates, other certificates, etc.), including documents enabling the Goods to be disposed of and with all parts, components and materials necessary for their proper, correct and trouble-free operation;
 - 7.1.3. it complies with the standards in force in the industry concerned, with the certificates, technical approvals, declarations, attestations, instructions, approvals required by law (which shall be forwarded to AIC together with the Goods) and complies with all other requirements of law in force in the market in which the Goods are sold.
- 7.2. For the avoidance of doubt, it is emphasised that in the event that the Goods do not meet the required standards, certificates, documentation or otherwise fail to comply with the requirements set out in 7.1, AIC may bring the Goods into full compliance at the Supplier's expense and risk (including obtaining the required certificates or translating the documentation) in the exercise of its rights, in particular those set out in 10.1.2.3, 11.4 or 13.10.
- 7.3. Insofar as separate rules do not result from individual arrangements for a given Order, in particular from the adopted Incoterms rule, then:
 - 7.3.1. packaging, loading, dispatch, transport and unloading of the Goods shall be carried out by the Supplier at its own risk;
 - 7.3.2. The Supplier is obliged to conclude a transport insurance agreement;
 - 7.3.3. delivery of the Goods shall take place at the time of actual receipt by AIC, and in no event shall handing over of the Goods to a carrier or any intermediary or leaving the Goods at the disposal of AIC be deemed to be performance unless delivery is the responsibility of AIC and the carrier is acting on the order of AIC;
 - 7.3.4. the risk of loss or damage to the Goods shall pass to AIC at the time of Acceptance, and if the time of Acceptance cannot be determined or if the Order did not provide for it, the risk shall pass when the Goods are received by AIC.
- 7.4. If the Goods are to be commissioned, assembled, installed or the Supplier is to carry out other work to prepare the Goods for use prior to Acceptance, the Supplier shall do so immediately upon delivery of the Goods, unless AIC indicates a later date for such work. If the Order does not require the Supplier to carry out the work referred to in the preceding sentence, but it must be carried out by AIC, the Supplier shall assist and advise on this work.
- 7.5. If the Supplier delivers the Goods in a larger quantity than provided for in the Order, AIC may either make a statement to accept all or part of the excess at the Order price or refuse to accept it.

8. Order of Services

- 8.1. The settlement period for the Continuous Services shall be a calendar month.

- 8.2. The AIC shall determine the manner in which the Services are to be performed and may give instructions to the Supplier in this respect, including the ability to change the manner in which the Services are performed within the scope of the Service Order.
- 8.3. The Supplier may entrust the performance of the Services to a third party only if this possibility is implied in the Order or if AIC gives its prior consent at least in documentary form. In each of the above cases, the Supplier shall notify AIC immediately of the outsourcing of the Services to a third party, together with the provision of contact details. The Supplier shall also be liable for the third party under the rules of 14.3 if it has made the notification referred to in the previous sentence.
- 8.4. AIC shall not be obliged to reimburse the Supplier for any expenses or costs incurred by the Supplier for the proper performance of the Service Order, nor to indemnify the Supplier against any obligations incurred by the Supplier for that purpose or to make any advance payments.
- 8.5. The Supplier may not terminate the Service Order in cases other than those expressly indicated in the Order or in mandatory legal provisions.
- 8.6. If the Service Order provides for termination by the Supplier without indicating a notice period, this period shall be one month with effect at the end of the calendar month, also in the case of termination on the basis of mandatory legal provisions.
- 8.7. An Order for Continuous Services may be terminated by AIC at any time with one month's notice effective at the end of a calendar month, even if concluded for a fixed period, unless such Order expressly excludes termination before the end of the period for which it is concluded or provides for a different termination period.
- 8.8. AIC may terminate a Service Order (including those concluded for a fixed term) with immediate effect at any time in the event of non-performance or improper performance of the Order or when permitted by mandatory provisions of law or when it is necessary to prevent an imminent threat to human life or health, the occurrence of significant damage or the emergence of other legal liability for the breach.
- 8.9. In the case of Orders relating to the Subject Matter of the Services:
 - 8.9.1. if the Service is not to be performed at the registered office of the AIC, the Supplier shall deliver the Subject Matter of the Services to the AIC after the Services have been performed and to this extent the provisions of 7.3 shall apply;
 - 8.9.2. The warranty shall also cover the Subject Matter of the Services on the same rules as it covers the Goods;
 - 8.9.3. The provisions of 7.1, 7.2, 7.4 and 7.5 shall apply accordingly to the Subject Matter of the Services.

9. Acceptance of the Order

- 9.1. The Order shall be deemed to have been completed in a manner that triggers payment when it is Accepted.
- 9.2. The statement of Acceptance must be clear and shall not be implied.
- 9.3. Acceptance of the Order shall take place no later than 30 days after:
 - 9.3.1. in the case of Orders for Goods and Orders for Subject Matter of the Services, delivery of all agreed Goods or Subject Matter of the Services to the place of performance;
 - 9.3.2. In the case of other Services, the full performance of the Service (and, in the case of Continuous Services, on each occasion of their full performance within the settlement period) and notification thereof to AIC.
- 9.4. If the Order stipulates that the Acceptance shall take place in the presence of the Supplier, in particular if the Supplier is to sign the report confirming the Acceptance, the Supplier's absence or unjustified refusal to confirm the Acceptance shall result in the possibility of a unilateral Acceptance or refusal of the Acceptance by AIC.

10. Acceptance with Reservations or Refusal of Acceptance

- 10.1. If an Order presented for Acceptance has been improperly executed, AIC may, at its discretion, in whole or in part:
 - 10.1.1. refuse Acceptance and withdraw from the Order without an additional request – if the original deadline for completion of the Order is strictly defined and the removal of reservations and Acceptance within this deadline without reservations is unlikely;
 - 10.1.2. refuse Acceptance and request proper performance of the Order, setting a reasonable period of time to do so (a period of 14 days shall in any event be deemed sufficient), and

- if after the expiry of that period the reservations have not been remedied or new reservations have arisen, AIC may:
- 10.1.2.1. withdraw unconditionally from the Order,
 - 10.1.2.2. repeat the aforementioned request,
 - 10.1.2.3. remove the reservations on its own (including commissioning their removal) at the Supplier's cost and risk and perform the Acceptance,
 - 10.1.2.4. exercise the rights referred to in section 10.1.3 or 10.1.4 below;
- 10.1.3. perform the Acceptance in the mode triggering payment despite reservations, at the same time reducing the Supplier's payment in such proportion as the value of the Supplier's performance not complying with the Order remains to the value of the performance complying with the Order;
 - 10.1.4. make an Acceptance in a manner that triggers payment despite reservations, and to execute claims relating to non-performance or improper performance of the Order subsequently on any basis to which AIC is entitled, in particular on the basis of a guarantee or warranty.
- 10.2. In the case of Orders relating to Continuous Services, each Acceptance shall relate to Services performed within the settlement period, but in the event of reservations, the possibility of withdrawal from such Order shall also apply to future settlement periods.
 - 10.3. The reservations shall be remedied by the Supplier, whichever is quickest without loss of quality of the Order, by replacing the Goods or Subject Matter of the Services with new ones or by repairing them or by re-performing the Services in whole or in part.

11. Other cases of breach of the Order

- 11.1. In the event of a breach of any of the Order deadlines, AIC may, at its discretion:
 - 11.1.1. withdraw from the Order without granting an additional period if any of the strict deadlines have been breached;
 - 11.1.2. if the deadline for execution of the Order is not strictly specified or in cases where the right referred to in 11.1.1 above has been excluded by individual arrangement – set the Supplier an additional time period for completion of the Order (a time period of 14 days shall be deemed sufficient in each case), and upon its ineffective expiry withdraw from the Order;
 - 11.1.3. withdraw from the Order without setting an additional period if performance of the Order after the deadline would be pointless for AIC.
- 11.2. AIC may, without further notice to the Supplier, withdraw from the Order before the deadline if:
 - 11.2.1. it becomes apparent that, due to the Supplier's delays, compliance with the deadline is impossible or seriously threatened;
 - 11.2.2. the Supplier refuses to properly execute the Order or to rectify its breaches;
 - 11.2.3. it becomes evident that the Supplier commits a material breach of the Order;
 - 11.2.4. The Supplier fails to provide a clear answer to AIC's second request for confirmation or update of the deadline for the execution of an Order made pursuant to 6.5 when more than 5 working days have passed since the first request was made.
- 11.3. If delays in delivery occur for reasons for which the Supplier is responsible, the Supplier shall furthermore be obliged, without separate request from AIC:
 - 11.3.1. to pay AIC any transport-related costs that AIC has incurred or shall be obliged to incur in connection with such Order – if the delay exceeds 5 days; and
 - 11.3.2. in addition, to arrange, at its own expense and at its own risk, the fastest possible means of transportation to AIC's registered office or other place designated by AIC – if the delay exceeds 10 days.
- 11.4. When the Supplier otherwise improperly performs the Order, AIC may request the Supplier to change its performance of the Order, setting a reasonable period of time for that purpose (a period of 14 days shall in any event be deemed sufficient), and upon the unsuccessful expiry of such period, AIC may either withdraw from the Order or entrust the rectification or further performance of the Order to another person or do so on its own at the Supplier's expense and risk.
- 11.5. Where reference is made to AIC's ability to withdraw from the Order, this means that AIC may, at its discretion, withdraw from the Order:
 - 11.5.1. only in the part affected by the breach or

- 11.5.2. both in the part affected by the breach and in the whole of the part remaining to be performed, even if the deadline for the performance of the remaining part of the Order has not expired, or
- 11.5.3. in its entirety, including the part duly executed and Accepted – if partial execution of the Order would be pointless for AIC.
- 11.6. AIC may, in any case, immediately and without request, remedy at the Supplier's expense and risk such breaches of the Order which may cause or constitute an imminent threat to human life or health, may cause substantial damage or result in other legal liability for the breach.
- 11.7. The Supplier may only withdraw from the Order or terminate the Service Order on the grounds of breach by the AIC if the breach has already occurred and is material and the Supplier has previously requested the AIC to cease or remedy the breach within an appropriate period of not less than 14 days, together with a clear indication that the Supplier shall withdraw from the Order or terminate the Order if the period expires.
- 11.8. AIC shall not lose its right to withdraw from the Order of Goods for the reason that it has become impossible to return the Goods in proper condition.
- 11.9. In the event that AIC refuses Acceptance and requests the Supplier to properly perform the Order (applying 10.1.2 of the GTCs), and after withdrawal from the Order, AIC may request the Supplier to take back the Goods or Subject Matter of the Services, retaining a claim for the equivalent remuneration for their storage, or send them back to the Supplier at its expense and risk. In the event of difficulty in storing or returning the Goods or Subject Matter of the Services exposing AIC to damage, AIC may also sell, dispose of or otherwise deal with the Goods at the Supplier's expense and risk.

12. Contractual withdrawal

- 12.1. All AIC's rights of withdrawal from the Order as provided for in the GTC shall constitute withdrawal for reasons of non-performance or improper performance of the Order by the Supplier resulting in liability for damages therefor, with the exception of the partial contractual right of withdrawal regulated in 12.2.2 below.
- 12.2. If 3 months have not yet elapsed from the conclusion of the Order and the Acceptance of the Order in its entirety has not yet taken place, AIC shall be entitled to:
 - 12.2.1. extend the deadline for execution of the Order by the Supplier with a corresponding postponement of the deadline for payment by AIC to the Supplier; or
 - 12.2.2. withdraw from the Order to the extent of up to 20% of its value if the Supplier's performance under the Order is divisible.
- 12.3. In addition, in the event that there is a need on the part of AIC to modify the terms of the Order or to cancel it in whole or in part, and the measures referred to in 12.2 above do not meet that need or are not feasible, the Parties shall enter into discussions in good faith with a view to resolving the problem constructively, including modification of the terms of the Order.

13. Guarantee

- 13.1. The Supplier provides a quality guarantee for the completed Order.
- 13.2. The guarantee shall be granted for a period of two years from the date of Acceptance of the Order and shall cover all physical and legal defects in the Goods, Subject Matter of the Services or Services which arise, occur or become apparent during this period, regardless of the time of the Supplier's notification of such defects. If the Order provides for Acceptances to be made in parts (including in accordance with a schedule), the guarantee period for the entire Order shall be calculated from the last of the Acceptances provided for in the Order.
- 13.3. If the time of Acceptance cannot be determined or if the Order did not provide for it, the guarantee shall run from the date of payment to the Supplier for the Order.
- 13.4. Defects in the Services shall be understood to mean their improper performance resulting in the failure to achieve the expected results of those Services.
- 13.5. If the AIC decides to proceed with the Acceptance despite the reservations:
 - 13.5.1. pursuant to the procedure set out in 10.1.3 – the guarantee covers all defects other than those expressly indicated on Acceptance as causing a reduction in payment;
 - 13.5.2. pursuant to the procedure set out in 10.1.4 – the Supplier shall be fully liable under the guarantee for defects resulting from such reservations, and the time of notification of such defects shall then be deemed to be the time of Acceptance.

- 13.6. When the AIC notifies the Supplier of a defect, the Supplier shall immediately undertake a service response, i.e. indicate to the AIC the expected manner and timeframe for rectification of the defects, which shall also be done, upon request by the AIC, by completing and delivering electronically to the relevant AIC supply quality engineer a form containing the immediate and planned corrective actions.
- 13.7. Defects shall be rectified as soon as possible, but never more than 14 days after notification of the defect. Defects shall be remedied, whichever is quickest without loss of quality of the Order, by replacing the Goods or Subject Matter of the Services with new ones or by repairing them or by re-performing the Services in whole or in part.
- 13.8. The Supplier shall undertake all activities relating to the performance of the guarantee and shall bear the costs thereof, including the costs of arrival, accommodation, purchase of materials, collection, transportation and return of the Goods or Subject Matter of the Services.
- 13.9. If the Supplier provides a guarantee separate from this guarantee specified in the GTC, this guarantee shall not be affected and the guarantees provided shall apply independently of each other and the AIC may choose which guarantee basis it wishes to use. A separate guarantee may be provided in the Supplier's or manufacturer's Model Agreement and shall apply to that extent, being an exception to the rule referred to in 3.2.
- 13.10. If the guarantee is not fulfilled in time, AIC may fulfil the guarantee on its own (including the purchase of new Goods, Subject Matter of the Services or the performance of the Services) or have it fulfilled at the Supplier's expense and risk, and if this is not possible or is significantly difficult, AIC may withdraw from the Order.
- 13.11. If the Supplier has replaced the Goods or Subject Matter of the Services with a new one or has performed the Service again in the fulfilment of the guarantee, the guarantee period shall start anew from the moment the guarantee has been fulfilled in this way. If the Supplier has replaced a part of the Goods, Subject Matter of the Services or performed a part of the Service, this rule shall apply accordingly to the replaced or re-performed part. In other cases, the guarantee period shall be extended by the time during which, as a result of the defect, the Supplier was unable to use the Goods, the Subject Matter of the Services or the effects of the Services.

14. Liability

- 14.1. The Supplier shall be liable for defects in the Goods on the basis of warranty or other liability equivalent to warranty for non-conformity of the Goods with the Order for the statutory period, such liability not being excluded or limited irrespective of:
 - 14.1.1. whether AIC knew of the defect at the time of the conclusion of the Order, delivery of the Goods, Acceptance, or at any other time,
 - 14.1.2. whether and at what time after delivery AIC inspected the Goods,
 - 14.1.3. at what time AIC notified the Supplier of the defect.
- 14.2. AIC may assert claims for non-performance or improper performance of the Order or for damage incurred in the Purchase Process on the general rules to the full extent provided for by generally applicable law, in particular without limitation in amount or relating to the type of damage.
- 14.3. The Supplier shall be liable, as for its own acts or omissions, for the acts and omissions of persons with whose assistance it executes the Order, as well as of persons to whom it entrusts the execution of the Order. This shall also apply to liability for torts committed by such persons. Based on the same rules, the Supplier shall be liable for the acts and omissions of such persons in the Purchase Process.
- 14.4. AIC shall only be liable for damage caused to the Supplier intentionally, through gross negligence or for such damage for which liability cannot be excluded due to mandatory legal provisions. This applies both to damage related to the Purchase Process, to AIC's non-performance or improper performance of the Order, as well as to damage resulting from torts related to the Purchase Process or to Breach of the Order.
- 14.5. AIC shall be liable for the acts or omissions of the persons with whose assistance it executes the Order, as well as of the persons to whom it entrusts the execution of the Order, on the rule of lack of due diligence in the selection of such persons. Based on the same rules, AIC shall be liable for the acts and omissions of such persons in the Purchase Process.
- 14.6. The Supplier may not rely on the breach's non-performance of the Order by AIC if the Supplier has contributed to the breach.

- 14.7. AIC shall pay interest to the Supplier in the event of a default in payment. The interest payable by AIC shall not exceed the statutory interest for delay in commercial transactions.
- 14.8. If, as a result of the Supplier's non-performance or improper performance of the Order, third parties accuse AIC of infringing their rights, in particular if the Supplier supplies AIC with software without the appropriate licence or other objects infringing the intellectual property rights (especially patents) of such third parties or their trade secrets, the Supplier shall indemnify AIC against any claims that third parties raise against AIC. The Supplier shall also compensate AIC in particular for any costs it may have incurred in court or other authorities in connection with the protection against third-party claims referred to above.

15. Confidentiality

- 15.1. The Supplier shall keep in absolute secrecy all information that AIC has made available or provided to it in connection with its participation in the Purchase Process and the performance of the Order and shall use such information only for the purpose of concluding and performing the Order. Transmission of such information to other persons, shall only be possible to the extent necessary for the proper execution of the Order, when such persons shall be obliged by the Supplier to maintain confidentiality on rules no less restrictive than those in force between the Parties and, in addition, the Supplier shall, at AIC's request, notify AIC of any persons to whom protected information has been transmitted or made available. In addition, the Supplier shall immediately notify AIC of any threat of breach of the rules on the protection of information, in particular of leakage of such information or unauthorised use thereof.
- 15.2. The obligations referred to in 15.1 above do not apply to information that has not been designated as confidential by AIC or which confidentiality cannot be implied from the content of the information or the circumstances of its transmission.
- 15.3. If the Parties have entered into a separate agreement for the protection of confidential information, this agreement and the rules for the protection of information contained in this item of the GTCs shall apply independently of each other.
- 15.4. The obligations referred to in 15.1 above shall last in respect of the information in question for a period of 10 years from the time it is obtained by the Supplier, and thereafter shall be concluded for an indefinite period with one year's notice and shall remain valid irrespective of the conclusion, execution, termination or validity of the Order.

16. International law clauses

- 16.1. The laws applicable to the Purchase Process and to the Orders, including any relations resulting therefrom shall be the laws of Poland excluding the regulations of the United Nations Convention on Contracts for the International Sale of Goods of 1980.
- 16.2. Non-contractual relations which may arise in connection with the Parties' participation in the Purchase Process and the conclusion, performance and completion of Orders shall be governed by Polish law.
- 16.3. The Polish courts shall have exclusive jurisdiction in any disputes concerning legal relations which arise or may arise from the Purchase Process and the Order.
- 16.4. To the extent the Order is concluded in a bilingual version and one of these languages is Polish, it shall prevail for the interpretation of the Parties' statements in case of doubts.

17. Final provisions

- 17.1. If the GTC provides for written or documentary form, this shall be reserved under pain of nullity.
- 17.2. None of AIC's rights reserved in the contents of the Order, including the GTC, shall limit AIC's rights provided by law.
- 17.3. AIC's failure to exercise any of its rights, including setting further additional deadlines for the Supplier to execute the Order, tacitly tolerating delays or Accepting the Order despite delays, shall not constitute a waiver of its rights in relation to such breaches.
- 17.4. The exercise of AIC's rights set out in the GTCs relating to non-performance or improper performance of the Order by the Supplier shall not be limited by the need for AIC to observe any time limit (e.g. for notification to the Supplier of the default or for the exercise of such right), unless the GTCs expressly provide for such a deadline. In this respect, regulations providing for such deadlines are excluded. This does not, of course, apply to time limits such as limitation periods, in respect of which the law does not allow for their exclusion.

- 17.5. AIC may set off any receivables owed by AIC to the Supplier arising from the Order, withdrawal from the Order or from the Parties' participation in the Purchase Process, as permitted by law.
- 17.6. The Supplier may not, without the prior consent of AIC (expressed in written form), assign to a third party any receivables owed to AIC by virtue of the execution of the Order, withdrawal thereof or by virtue of the Parties' participation in the Purchase Process.
- 17.7. The court having jurisdiction over any disputes that may arise from the Orders or the Purchase Process shall be the court with jurisdiction over the registered office of AIC.
- 17.8. Any provision of an Order, including these GTCs, if found to be invalid, shall not affect the validity of the other provisions, which may be enforced notwithstanding the invalid provisions. The Parties shall also enter into negotiations with a view to amending the Order in such a way that, as far as possible, corresponds to the original purpose of the provisions deemed invalid.
- 17.9. AIC informs that it has the status of a large entrepreneur within the meaning of the provisions of the Act of the Polish Parliament of 8 March 2013 on the prevention of excessive delays in commercial transactions.
- 17.10. AIC reserves the right to amend these GTCs at any time. In the case of Orders relating to Continuous Services, such amendments shall take effect during the term of such Order and shall modify these GTCs on the date indicated in the amended GTCs, but no later than after the Supplier has been notified of the new content of the GTCs and after the expiry of the Supplier's next notice period for termination of such Order.

18. Entry into force

- 18.1. These GTCs were adopted by resolution of the Management Board dated 28 March 2024 and shall enter into force on 1 April 2024.
- 18.2. The GTCs apply to all Purchase Processes initiated on the date of their entry into force, including all Orders concluded as of that date.