

## General Terms and Conditions of Purchase of Goods CB S.A.

### 1. APPLICATION

1. These General Terms and Conditions of Purchase (hereinafter referred to as the "GTCs") shall apply to any goods or services (hereinafter referred to as the "Goods") purchased by CB S.A. with its registered office in Chrzastowice, Ozimska 2A (46 - 053 Chrzastowice), entered into the register of entrepreneurs kept by the District Court in Opole, VIII Commercial Department of the National Court Register under number 0000320862, Business Registration Number: 530993551, Tax number: 7541013532 (hereinafter: "CB"), from suppliers (hereinafter: "Supplier"), based on an order placed by CB.

### 2. CONCLUSION OF THE CONTRACT

1. Sales agreement is concluded between the parties on the terms and conditions specified in the CB's order and GTCs at the moment of order confirmation by the Supplier, its tacit acceptance if the parties are in permanent business relations or by the actual execution of at least a part of the order.
2. Order constitutes CB's independent offer and defines in a complete way terms of sales agreement, excluding parties' prior arrangements. CB's order may be accepted by the Supplier only without changes or reservations. Any other terms and conditions presented by the Supplier, including but not limited to the Supplier's statement of acceptance, delivery notes, invoices and general terms and conditions applied by the Supplier, shall not apply to the order.
3. The Supplier is obliged to confirm the date of delivery complying with the order - within 3 working days from the order being sent by the Purchaser. If the Supplier fails to confirm the order within 3 working days from the order being sent by the Purchaser, the delivery date and other terms specified in the order shall automatically apply.
4. Both sides confirmation of Safety Data Sheet and Technical Data Sheet is required for all materials ordered for the first time by CB. The documents should be approved within 5 working days from the date of sending the order by the Ordering Party.
5. In case of the Supplier's objections to the terms and conditions of the order, the Supplier shall expressly refuse the order and indicate its comments. If they are acknowledged, they will be included in the new CB order. If the Supplier accepts a CB order with the Supplier's objections, the Supplier's objections shall not be binding on the parties.
6. In case of discrepancies between provisions of the GTCs and provisions of the CB order or provisions of the framework supply agreement concluded between the parties, provisions of the agreement, then order and GTCs shall prevail.

An Ondura Group Company



7. The Supplier agrees that the GTCs as currently provided by CB shall also apply to any future sales contract between CB and the Supplier, unless otherwise expressly agreed by the parties.

### 3. PRICE

1. The sales price specified in the CB's order is of a fixed, lump sum nature and includes, in particular
  - a) remuneration of the Supplier for the sale of the Goods,
  - b) possible, assembly, installation, etc., if indicated in the order,
  - c) costs of packaging,
  - d) costs of insurance of the Goods for the time of transport,
  - e) costs of delivery and collection of the Goods,
  - f) all tax obligations and other charges related to the Goods, their sale and delivery, excluding tax obligations incumbent on CB under generally applicable laws.
2. Unless indicated otherwise, the prices given in the order are net prices and shall be increased by appropriate VAT.

### 4. INVOICING AND PAYMENT TERMS

1. In return for proper performance of delivery of the Goods / provision of the service, the Ordering Party shall make payment by bank transfer to the Supplier's bank account within the agreed time limit specified in the order, counting from the date of complete delivery of the Goods, as per CB's order, based on a VAT invoice correctly issued by the Supplier and delivered to CB.
2. Invoices must be sent by email to: [faktura@cb.com.com](mailto:faktura@cb.com.com) no later than the date of delivery. The Supplier shall put the Ordering Party's order number on the invoice; in case the order number is missing on the invoice, the Ordering Party reserves the right to send the invoice back for correction and to postpone the payment deadline by the period waiting for the Supplier to deliver a correct invoice, including the order number.

### 5. DELIVERY TERMS AND REQUIRED DOCUMENTS

1. Delivery of the Goods shall be made to the destination indicated in the Order according to the DAP rule in accordance with Incoterms 2010, unless otherwise specified in the Order.
2. Delivery is only possible on the date specified in the Order. Delivery on an earlier date is permissible, provided that the person issuing the order on the part of the Ordering Party is informed about it and accepts it.

An **Ondura** Group Company



3. If the delivery date is endangered for reasons attributable to the Supplier, the Supplier is obliged - at its own expense - to deliver the Merchandise in the fastest possible manner, including express courier service or by air.
4. The Supplier is obliged to notify the CB immediately of any delays in delivery or threats to meet the contractual delivery deadline.
5. Upon delivery, the Supplier is obliged to send Quality Control Certificates to the Ordering Party, confirming the compliance of parameters with the guidelines included in TDS and covering the parameters included in Quality Specification for each ordered product. The documents should be sent in a scanned form to the following address: [atest@cb.com.pl](mailto:atest@cb.com.pl) - not later than the day of the scheduled delivery. Quality Control Certificates should be issued for each production batch of material delivered.
6. Delivery of an order is complete when it includes the ordered goods or completed service, correct Quality Control Certificates, a WZ document with lot numbers for each material. If the Supplier fails to perform or improperly performs any of its obligations specified in the above points - the Ordering Party shall have the right to refuse to accept the delivery and/or to allow the goods to be unloaded; all costs related to refusal to accept the delivery and/or to allow the goods to be unloaded as well as full liability for damages on this account shall be borne by the Supplier, whereas the Ordering Party shall not bear any liability on this account, including, in particular, any liability for damages. Refusal to accept a delivery and/or refusal to allow goods to be unloaded shall in no way release the Supplier from its obligation to duly perform the order.
7. Any documentation sent by e-mail should include the Ordering Party's order number in its title; lack of such indication shall be deemed as non-performance of the Supplier's obligation to send documents.
8. In the event of non-performance or improper performance of the order, including delays in delivery, the Ordering Party shall be entitled to seek from the Supplier compensation claims to the full extent described in clause 8.
9. The Supplier shall pack the Goods according to the CB instructions, and if there were no such instructions, according to the properties of the Goods, in a manner ensuring their integrity during transport.
10. Acceptance of Goods and payment of the sales price does not constitute confirmation as to the quality and quantity of delivered Goods and their compliance with the order.

## 6. WITHDRAWAL OF THE ORDER

1. CB is entitled to withdraw from the order, without any consequences, to the extent the Goods have not yet been delivered, in case of delay in delivery of the Goods exceeding 7 calendar days, as well as in case of finding significant defects in the Goods delivered so far.

An **Ondura** Group Company



## 7. WARRANTY

1. The Supplier guarantees that the Goods delivered are free from any physical and legal defects and correspond to the specifications provided by CB together with or in connection with the order, or samples provided by the Supplier, on the basis of which CB placed the order, are made to the highest quality standards in compliance with legal requirements and technical knowledge.
2. If defects in the Goods are discovered at the time of delivery, CB shall be entitled to refuse to accept the Goods and to withdraw from the order.
3. Delivery shall provide 24 months warranty for the Goods delivered, counting from the date of delivery.
4. If defects in the Goods are discovered during the warranty period, CB shall be entitled at its option to:
  - a. returns the defective Merchandise at the expense and risk of the Supplier, in which case the Supplier, within 7 calendar days of submission of CB's statement of return, shall be obliged to collect the defective Merchandise from CB and refund the entire sales price obtained for the defective Merchandise. In the event of failure to collect defective Goods within the prescribed period, CB shall be entitled, at its own discretion.
  - b. and at the expense and risk of the Supplier, to return the Merchandise to the Supplier or store it or destroy it or resell it.
  - c. to reduce the price of the defective Merchandise, in which case the Supplier shall be obliged to refund the sales price received in excess of the actual value of the defective Merchandise,
  - d. claim for replacement of defective Merchandise, in which case the Supplier shall be obliged, at its own cost and risk, to collect from CB defective Merchandise and deliver Merchandise free from defects within 7 calendar days from submission of CB's statement on replacement of defective Merchandise.
5. In case of using defective Merchandise in the production process carried out by CB or CB's customers to whom the defective Merchandise was sold, or CB's product manufactured with the use of defective Merchandise, the Supplier undertakes to repair the damage caused, as well as to refund the sales price obtained for such defective Merchandise. The damage caused in connection with the use of defective Goods includes, in particular:
  - a. the value of other raw materials lost during production using the defective Goods.
  - b. cost of disposal of defective product manufactured with defective Goods and other waste generated in the production process.

An Ondura Group Company



- c. costs of manufacturing the product using the defective product, including labor costs of employees, the cost of electricity or other fuels used in the production process, the cost of fluids and consumables used during such production, etc.
  - d. costs connected with restoring the proper production process with the use of defective material, including the costs of stopping the machines and equipment and their restarting, costs of cleaning the machines and equipment, changes in the removal of defective products, Goods and other raw materials from the machine, removal of possible damage to machines and equipment created in connection with the use of defective Goods, costs of replacing elements of machines and equipment created in connection with the use of defective Goods.
  - e. lost profits, including the commercial value of non-defective products that could have been produced by CB during production with the defective Merchandise and during restoration of the correct production process, less the costs of such production saved.
6. CB reserves the right to demand production and delivery by the Supplier, without additional remuneration, within the price specified in the order, of a sample of the Goods produced by the Supplier within the same production cycle and with the same specification as the ordered batch of the Goods (hereinafter referred to as the **"Discrepancy Sample"**). For larger orders delivered in batches, the Supplier reserves the right to request a Discrepancy Sample for each batch of Goods. The Confirmatory Sample shall be properly packaged and protected by the Supplier in order to preserve the properties of the Merchandise and to limit the possibility of uncontrolled interference with such sample by the parties or third parties. In the event of a dispute between the parties as to the defects in the Goods or the causes thereof, CB shall be entitled to submit the sample for testing to an independent laboratory to determine Supplier's liability for the defect in the Goods. If the Supplier's responsibility for the defect in the Goods is determined, the Supplier shall reimburse CB for the full cost of testing the Discrepancy Sample.
7. Warranty provisions do not limit CB's rights under general regulations, including those concerning warranty and Supplier's liability.

## 8. CONTRACTUAL PENALTIES

- 1. In case of delay in performance of the order or Supplier's obligations under warranty or guarantee, including replacement of defective Goods or their collection from CB, CB is entitled to charge a contractual penalty of 0.1% of the gross value of the order for each day of delay.
- 2. In case of withdrawal from the order due to the fault of the Supplier, CB shall be entitled to charge a contractual penalty in the amount of 10 % of the gross value of the order.

An **Ondura** Group Company



3. CB reserves the right to claim damages on general terms in excess of the contractual penalty charged.

## 9. FORCE MAJEURE

1. Neither party shall be liable for any delay in the performance of the order caused by force majeure. However, the delayed party shall make every effort to reduce the duration of the delay.
2. In the event of force majeure, Supplier shall immediately notify CB of its occurrence specifying the expected duration of the delay.
3. CB reserves the right to withdraw from an order in the event that performance becomes impossible or would be irrelevant to CB due to an actual or expected delay or force majeure.

## 10. CONFIDENTIALITY

1. The Parties agree to keep confidential all information and documents received from the other Party in connection with the performance of the orders. All such documents and information shall be deemed a business secret within the meaning of the provision of Article 11 of the Act on Combating Unfair Competition of 16 April 1993 (Journal of Laws No. 47, item 211, as amended).
2. The Parties consider in particular the quantity and type of ordered Goods, their technical specification and commercial conditions of the orders as confidential information.
3. The provisions of this section do not limit the Supplier's rights with respect to information that is publicly available at the time of disclosure or has been obtained by the Supplier from another entity.

## 11. INSURANCE

1. The Supplier is obliged to have civil liability insurance within the scope of its business activity, covering liability for defects of the Goods sold for the insurance sum not less than PLN 1,000,000.00.
2. At each request of the CB, the Supplier shall be obliged to present a copy of a currently held insurance policy referred to above. In case of failure to present a copy of the policy, CB is entitled to withdraw from all orders not fulfilled as of the withdrawal date, without any consequences on its side.

## 12. FINAL PROVISIONS

1. Polish substantive and procedural law shall apply to the order.

An **Ondura** Group Company



2. All disputes arising in connection with the order shall be settled by the Court having jurisdiction over the registered office of CB.
3. In case of using the order or GTCs in Polish and English or other language, the Polish language version shall prevail in case of any discrepancies.

### 13. PERSONAL DATA

1. The Data Controller of the data shared by the Supplier is CB S.A. with its registered office in Chrzastowice, Poland. Any personal data provided in relation to the performance of the agreement shall be processed exclusively for the needs of its performance and for the purpose of performance of the contact.
2. The Suppliers declares that it received any necessary information about the processing of its personal data, as well as information about the rights with which it is vested and any other data that should be provided pursuant to Art. 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Journal of Laws of the European Union L 2016.119.1), hereinafter referred to as GDPR). The information about the processing of personal data by CB S.A. is provided on the website at the following address: <https://www.cb.com.pl/dane-osobowe/> in the tile information clause for Contracting Partners, Suppliers and persons designated for agreement performance.
3. The Parties jointly declare that for the purpose of correct performance of the Agreement, the Buyer shall process personal data of the employees or contracting partners of CB S.A. who were designated for agreement performance.
4. The Suppliers declares that it shall process the personal data shared with it in line with GDPR and other legal provisions that are commonly binding and that protect the rights of data subjects.
5. The Suppliers shall provide, on behalf of CB S.A., all persons whose data are shared, with information referred to in Art. 13 and 14 of the GDPR - in line with the information clause provided by CB S.A., referred to in Section 2 above.

An **Ondura** Group Company

