



Gliwice, 30 Apr 2019.

**GENERAL TERMS AND CONDITIONS OF ORDERING  
PRODUCTION GOODS AND SERVICES applicable  
in Autorobot Strefa Sp. z o.o. with the headquarters in Gliwice**



## I. OGÓLNE GENERAL PROVISIONS

1. Herein General Terms and Conditions of Ordering Production Goods and Services (hereinafter also referred to as the "GTC") apply to orders placed by Autorobot Strefa Sp.z o.o. company, hereinafter referred to as the "Ordering Party", as well as Agreements concluded by it
2. The GTC and subsequent GTC versions approved in writing constitute an integral part of all orders and contracts concluded with Autorobot Strefa Sp. z o.o., in which Autorobot Strefa Sp. z o.o. acts as the Purchasing or the Ordering Party. The GTC, in particular, but not exclusively relate to contracts for the purchase / delivery of materials, raw materials, parts, prefabricates, products or equipment hereinafter referred to as "Goods", as well as contracts / contracts for services related to the production process (e.g. machining of materials/raw materials, cooperation, equipment service, repair of machines, periodic reviews of equipment and infrastructure) hereinafter referred to as "Production Services" or "Services", and concluded with the entity hereinafter referred to as "Supplier".
3. GTC binds Autorobot Strefa Sp. z o.o. and the Supplier, unless otherwise agreed in writing that provisions of General terms and Conditions of Ordering are not applicable to a particular Order or Agreement.
4. The parties within cooperation oblige themselves to provide and update on a current basis the personal data of the representative or the employee authorised to decide on behalf of the Party. All of the negative consequences caused by lack of updating notification thereof charge a Party that has failed to fulfill this obligation under the general principles arising from the Civil Code.
5. All notifications between the Parties must be sent by a duly signed registered letter /courier/fax or e-mail to the address of the respective Party given in the Contract /Order or to another address about which the Party has notified the other Party in writing. Notifications sent by e-mail or fax require confirmation of receipt by the receiving Party. The Supplier's replies, correspondence, information and documentation related to the Contract/Order must be submitted in the language used in the Contract / Order.



6. The relation between the parties is a contractual relation between independent contractors cooperating on an arm's length basis, however, no contractual provision may be treated as the appointment of the Supplier as an agent or employee of the Ordering Party or the creation of a company between the Ordering Party and the Supplier. The Supplier may not represent the Ordering Party or act on his behalf.
7. Contract / Order does not mean the creation of an employment relationship or relationship civil law between the Ordering Party and the Supplier appointed to perform the Contract/Order by their employees/contractors / entities cooperating with the Supplier. The Ordering Party is released from liability and obligation in the field of employee and social insurance as well as taxes in relation to the Supplier and persons designated by him to perform the Contract/Order

## **II. ORDERING AND ENTERING INTO CONTRACT**

1. All requests for proposals and Orders placed by the Ordering Party shall be considered binding only if they have been submitted in writing, by fax or in electronic form by an authorized representative or employee of the Ordering Party.
2. Offers should be made in Polish, unless agreed otherwise. The offer must be complete and contain all information necessary to assess whether the Goods or Production Services offered by the Supplier meet the requirements indicated in the request for proposal.
3. The offer should specify the currency and price. All prices are gross prices, including value added tax in accordance with applicable law, unless expressly provided otherwise. The amount and type of additional costs, as well as the entity obliged to incur them, results each time from separate written arrangements of the Parties. Unless agreed otherwise in writing, the price indicated in the Order /Contract includes all costs of the Supplier incurred in order to fully and correctly perform the activities specified in it and includes in particular the costs of packaging, loading, insurance, shipping, transport to the destination, unloading until release of Goods and the subject of Production Services at the headquarters of the Ordering Party or in the place indicated in the request or order by the Ordering Party , as well as public levies such as in particular taxes and duties, including VAT. Unless otherwise agreed in writing by the Parties, if the Supplier sets prices using the price list, a change in the price list



during the Delivery does not affect the price set out in the Order /Contract.

4. Unless the Parties have agreed otherwise in writing, the price due for Production Goods and Services is the final price and not subject to increase for any reasons, even at the time of conclusion of the Contract/acceptance of the Order it was impossible to predict the size or costs of work/performance of the Service, including any costs related to the sale and delivery of the Goods and performance of Production Services, including castings, molds or other equipment necessary to perform the Goods/Services, transport and insurance costs and additional services.

5. In the event of extension or limitation of the scope of the Order (change of Order) by the Ordering Party, the Order already granted shall be canceled by replacing it with a new Order. When awarding a new Order in this situation, however, the re-procedure specified in point 1-3., and the short procedure, consisting in establishing new terms of the contract between the parties on the terms immediately established in the new Order. The Supplier shall deliver the Goods or perform Production Services on commercial terms applicable to the implementation of the newly awarded Order. A canceled order is treated as non-existent, which does not involve the imposition of any financial penalties on the Ordering Party, or the occurrence of other financial consequences resulting from a change in the Order.

6. The order must be carried out in accordance with its terms and specified specification (quantity, grade, delivery / receipt date, standard, price, approval). The Purchaser reserves the right to refuse to accept Goods or refuse to receive a Production Service that is inconsistent with the Order.

7. The Supplier obliges themselves to confirm the acceptance of the Order in writing by the Ordering Party for processing within 3 business days of receipt of the Order and to deliver in writing the written confirmation of the Order being received by the Ordering Party. The order can be accepted only without reservation. The lack of confirmation of the Order by the Supplier within the above-mentioned deadline shall be treated by the Ordering Party as full acceptance of the terms of the Order proposed by him without reservation as to changes on the part of the Supplier.

8. Confirmation of acceptance of the Order, or in its absence - ineffective expiry of the period of 3 days indicated in point 7- treats on an equal footing with the acceptance of these GTC applicable in Autorobot Strefa Sp. z o.o.

9. The contract is concluded upon delivery by the Supplier to the Ordering Party of a written confirmation of the Order, or upon the ineffective expiry of the 3-day period provided for the Supplier's written confirmation of the Order on the terms set out in



point 7. Delivery of the confirmation of acceptance of the Order by mutual agreement of the Parties may also take place by fax or e-mail. All oral arrangements require written or electronic confirmation for their validity.

10. Each time the Supplier is obliged to provide on the invoice, delivery note and service acceptance report the Order number of the Autorobot Strefa Sp. z o.o. Otherwise, the Ordering Party reserves the right to refuse to accept the delivery of the Good/collect the Service or suspend payment without the right to charge default interest until the Supplier indicates the basis for the given delivery of the Good / provide the Service, in particular by submitting the Order/Contract.

### **III. TERMS OF DELIVERY AND PROVISION OF SERVICES**

1. The deadline for completing the Order starts from the day of conclusion of the Contract. In the event that, in accordance with the Contract, the Ordering Party is obliged to provide the Supplier with the documents necessary to perform the Contract (e.g. technical drawings), the deadline for completing the Order shall run from the date of the delivery of the above-mentioned documents to the Supplier by the Ordering Party.

2. The subject of the delivery is a brand new product, i.e. manufactured not earlier than 12 months before the date of delivery, and Production Services performed in accordance with the relevant regulations and standards, indications of technical knowledge, and possibly provided design documentation.

3. Delivery of the Goods to the place indicated in the Order takes place at the cost and risk of the Supplier, unless the Parties agreed otherwise. Unless otherwise specified in the Order, the Goods are unloaded at the expense of the Supplier.

4. Services will be provided at the place indicated in the Agreement / Order or if such place has not been specified - at the place of business by the Ordering Party.

5. At the latest 2 days before the date of dispatch of the Good or the date of planned receipt of the Production Service provided, the Supplier shall be obliged to inform the Ordering Party about the expected dispatch of the Good/receipt of the Service, providing the Order number, method and expected date of delivery / receipt, shipping specification along with the number, weight, dimensions and content of packaging and all instructions necessary for proper transport and unloading, unless the Ordering Party decides otherwise in the content of the Order.



6. The Supplier undertakes to provide the following documents together with the Goods or collection of the Production Service:

- shipping specification of the Goods together with the number, weight, dimensions and content of the packages;
- complete technical documentation necessary for the proper installation of the Goods on site and for proper start-up, operation or service;
- relevant material approvals, certificates of analysis, tests and approvals required by law applicable in the territory of the Republic of Poland and within the European Union;
- instructions on how to properly store the Good;
- guarantee document if the Supplier or a third party provides a guarantee;
- delivery document for Goods;
- acceptance protocol in the case of Production Services according to the model constituting Annex 1 to these GTC.

The documents indicated above must be made in Polish or another language indicated by the Ordering Party. The Ordering Party is entitled to receive free of charge 3 language versions of the above documents indicated by him. The costs of making each other language version is covered by the Ordering Party. The supplier is obliged to obtain all required documents. The Supplier is solely responsible for the consequences of improper preparation or lack of completeness of documents.

7. Deliveries of Goods shall not be considered as acceptance of the Goods by the Ordering Party. The Ordering Party shall be entitled to a period of 48 hours from the date and time of delivery of the Goods indicated in the delivery document for inspection or testing of the Goods and notification of the Supplier's defects on the basis of a complaint constituting Annex 2 to these GTC. If the defect of the Good was not detectable during the abovementioned inspection, the ordering party shall have the right to report such a defect after its detection.

8. The date of acceptance of the Good, transfer of ownership of the Good to the Ordering Party and the danger of loss and damage as well as weights and benefits shall be understood as the date of a non-complaint acceptance along with all the certificates and documents of the Good to the Ordering Party's warehouse based on the "WZ" (material release receipt) document, i.e. the period after 48 hours from receipt Merchandise from the Supplier and no notification at this time of the complaint pursuant to Annex 2 to these GTC on the basis of the rules regulated in Chapter V GTC. The delivery of the Goods does not have to be confirmed by a





document in the form of a receipt according to Annex 1 to the GTC.

9. The date of the Production Service is understood as the date of receipt of the production service provided by the Ordering Party at the place and time specified in the Order/Contract together with all required documents and certificates. The receipt of the Production Service must be confirmed each time for its effectiveness by a document confirming the receipt of the Service by the Ordering Party, signed by an authorized representative or employee of the Ordering Party without any reservations and comments in the form of a receipt, constituting Annex 1 to these GTC.

10. A change in the date of delivery of the Goods/Services and supplies/replacement and additional services are only permitted with the written consent of the Ordering Party. The Supplier is obliged to complete the Order in full, without dividing it into parts (so-called partial deliveries/services), unless the Ordering Party gives his prior written or electronic consent or if such permission is indicated in the content of the Order placed by the Ordering Party/ in the Contract. In this case, the date of delivery of the Good is understood as the date of delivery of the last partial delivery to the Ordering Party, and the date of the Service completion, the date of receipt of the last partial service, unless the Parties agree otherwise in writing.

11. The Ordering Party is obliged to check the Goods within 48 hours from the date of delivery confirmed by the issued delivery document, and before accepting the Purchaser's warehouse on the basis of the "WZ" document. During this time, the Ordering Party shall have the right to make a complaint and exercise the right to return or exchange the Goods in accordance with the rules set out in Chapter V of the GTC. Failure to submit claims for defects of the Good within 48 hours of its receipt and before accepting the Purchaser's warehouse does not exclude the possibility of their subsequent raising by the Purchaser, if these defects were revealed only after the acceptance of the Good to the warehouse, were in the Good at the time of delivery or were suppressed by the Supplier.

12. The Ordering Party is obliged to check the quality of the Production Service directly upon its partial or final acceptance. A partial acceptance report of the Production Service will be prepared according to the specimen constituting Annex 1 to these GTC. The report will be signed by an authorized representative or employee of the Ordering Party. Lack of submission of claims for defective performance of the Production Service in the acceptance protocol does not



exclude the possibility of subsequent lifting of defects by the Ordering Party , if these defects became apparent only after the acceptance was carried out or were suppressed by the Supplier.

#### **IV. TERMS OF DELIVERY AND PROVISION OF SERVICES**

1. Unless the Parties agreed otherwise in writing, the ordered Goods will be delivered by the Supplier to the Ordering Party, and the Services rendered will be collected by the Ordering Party at the time and place indicated in the Order/Contract. The Ordering Party is entitled to refuse to accept the delivery of the Goods if it is not accompanied by a delivery document issued by the Supplier, containing the order number, specification of the goods sent, quantity, packaging details, weight and place of acceptance (if indicated in the Order) as well as attestations, certificates and cards warranty. The Ordering Party is entitled to refuse to accept the Service in the event of the Supplier's refusal to sign the Production Service acceptance protocol set out in Chapter III of these GTC and constituting Annex 1 to the GTC.

2. The Supplier shall be liable for damages resulting from the loss or damage of the Good caused by its improper labeling, packaging, shipping identification, as well as other inappropriate protection for the purposes of transport and unloading.

3. Goods should be delivered in a way that protects them against damage during transport and unloading. The Supplier is obliged to package the goods in a manner appropriate for the means of transport used, as well as loading and unloading devices, unless other requirements are specified in the Order. The packaging should contain legible and durable markings specifying how to handle the Goods according to forwarding and transport standards. In the case of unusual, dangerous and oversized Goods and Services, the Parties will each time set out separately in writing the conditions for the delivery and acceptance of the Goods or the receipt of the Production Service.

4. Deliveries of Goods or Services carried out in quantities, quality or deadline other than those specified in the Order/Contract are considered to be inconsistent with the Order, which means that the Ordering Party is entitled to charge the Supplier with contractual penalties, and to refuse to accept the Goods and refuse to receive Production Service or withdrawal from the contract within 14 days from the date of delivery of the Good or attempt by the Supplier to collect the Service.





5. The Ordering Party reserves the right to return part of the subject of the Order and limit its scope with respect to both Goods and Services. Possible return of a part of the subject of the Order or limitation of its scope will take place using the unit prices adopted when performing the given Order. The Supplier shall not be entitled to any damages claims against the Ordering Party due to the return of the Goods to the Supplier, as well as restrictions on the scope of Services to be performed by the Supplier.

6. The Ordering Party may postpone the delivery of a given Good or the date of the Production Service covered by the Order previously submitted to the Supplier for a maximum of 3 months from the agreed date of delivery of the Good/service. Postponement of the delivery of the Good/performance of the Service will take place based on a written request sent to the Supplier. This request will be sent no later than 14 days before the agreed date of delivery / performance of the Service. In the event of deferment of the delivery of the Goods, the Supplier is obliged to properly secure the Goods and place it in a place where it will not be exposed to the risk of damage. Postponement of the delivery of the Good or the deadline for performing the Service does not affect the price of the Good or the valuation of the Service. The Ordering Party shall inform the Supplier as soon as the production Service or delivery of the Goods for storage is required, but no later than 7 days before the delivery of the Goods/the Service taking into account the first sentence.

## **V. GUARANTEE AND WARRANTY**

1. The Supplier guarantees that the Goods supplied by him or the Production Services provided as part of the Order are in accordance with the Order, specification, drawings and all other requirements arising from the Contact or Order.
2. The Supplier guarantees that the Goods supplied by him are new, good quality, free from defects and defects, checked, suitable and suitable for use in accordance with the purpose and conditions specified in the Contract or Order and properly designed and made of appropriate material.
3. The Supplier guarantees that the Goods will be made (and if it results from the Contract or Order - also assembled / installed) in accordance with applicable legal provisions, in particular health and safety regulations, fire regulations, environmental protection regulations, Polish Standards and standards in force in the territory of the Union European.



4. The Supplier guarantees, unless it has been agreed otherwise, that the parts transferred by the Ordering Party at his disposal were professionally installed and used during the performance of the Order.
5. The Supplier guarantees that the Services provided by him are performed in accordance with applicable law, the Contract/Order and all instructions of the Ordering Party and in accordance with the relevant standards, indications of technical knowledge, and possibly provided design documentation.  
The Supplier shall provide the Ordering Party with a guarantee for the subject of the Order for a period of 36 months, unless the Parties have agreed otherwise, counting from the date of the protocol receipt of the subject of the Order in the case of Services, and in the case of Goods from the day of the receipt of the Good, without complaint, in complete condition within the meaning of Chapter III point. 8 GTC. In the case of the Order being carried out as part of partial deliveries of Goods or partial acceptances of the Services, the warranty period is counted from the date of submission of the last batch of the Order in the case of Goods or the date of final acceptance in the case of Services.
6. The Supplier shall provide the Ordering Party with a guarantee for the subject of the Order for a period of 36 months, unless the Parties have agreed otherwise, counting from the date of the protocol receipt of the subject of the Order in the case of Services, and in the case of Goods from the day of the receipt of the Good, without complaint, in complete condition within the meaning of Chapter III point. 8 GTC. In the case of the Order being carried out as part of partial deliveries of Goods or partial acceptances of the Services, the warranty period is counted from the date of submission of the last batch of the Order in the case of Goods or the date of final acceptance in the case of Services.
7. After the ineffective expiry set out in point 9 of the deadline for removal of reported defects or delivery of goods or Services free from defects, the Ordering Party may remove the defect or perform the Service on its own or have a substitute performance performed by a third party at the cost and risk of the Supplier.
8. The Supplier provides free removal of any defects that prevent the operation of the subject of the Order or the use of the Service performed as intended, and disclosed during the warranty and warranty period.
9. If additional costs of disassembly, reassembly, adjustment, loss of materials and raw materials and parts arise on the part of the Ordering Party by the delivery of the defective Goods or faulty performance of the Service - these costs will be borne



by the Supplier. The Supplier also undertakes to reimburse the Ordering Party in this case for all costs (primarily statutory/contractual interest/for delay / in commercial transactions together with the costs of recovering receivables in the amount of 40EUR, penalties, value of damages or lost profits) which may be charged to the Ordering Party as a result of the Ordering Party using the Goods provided by the Supplier or using the Services provided by the Supplier as part of the final products of the Ordering Party, when such damages and weights result from a faulty delivery of the Goods / faulty provision of Services by the Supplier, impossible to detect in the mode described in chapter III of the GTC.

## **VI. PAYMENT CONDITIONS**

1. If the Parties have not agreed other terms of payment in writing or otherwise indicated on the invoice or bill - payment for the Goods or Services covered by the Contract or the Order shall be made within 90 days from the date of receipt by the Ordering Party of a correctly issued VAT invoice with both sides attached thereto signed acceptance protocol in the case of Services, and a delivery document in the case of Goods - to the Supplier's bank account indicated on the VAT invoice.
2. The basis for issuing an invoice for the Goods by the Supplier will be the lack of a complaint by the Ordering Party, specified in chapter III and V of the GTC - within 48 hours of receipt of the Goods indicated by the day and time of the delivery document, as well as acceptance of the Goods to the Ordering Party's warehouse.
3. The basis for issuing an invoice for the Services rendered by the Supplier shall be the Service Acceptance Protocol signed on both sides, as specified in Chapter III of these GTC. If the Ordering party receives a VAT invoice from the Supplier before signing the Service acceptance protocol on both sides, the payment date of the VAT invoice shall be extended without charging the Ordering Party with interest for delay until the Ordering Party receives the bilaterally signed acceptance protocol.
4. If the parties so agree in writing, the settlement basis may be other than the Polish currency (PLN). The Ordering Party applies in practice, and the Supplier/Seller / Service Provider accepts settlements in the currencies such as: PLN, EUR, USD, CZK as acceptable forms of settlements with the Ordering Party. Currency conversions are made on the basis of the average exchange rate announced by the National Bank of Poland on the day preceding the invoice issue.



5. The invoice should be issued not later than within 5 business days after the receipt of the Service with a documented acceptance report specified in point 3 or within 5 business days falling after 48 hours from issuing to the Ordering Party a document for the delivery of the Good with the Good and accepting it at the Ordering Party's warehouse without any complaint notification specified in point 2. The Supplier shall issue an invoice in writing and deliver it by post by registered mail to the Ordering Party to the address of the registered office indicated in the Order, unless the Parties have concluded an Contract on the sending of invoices by electronic means in accordance with the specimen in accordance with Annex 3 to these GTC. The date of payment of a VAT invoice is counted from the date of receipt of a correctly issued invoice by the Ordering Party.
6. The invoice must include the Ordering Party's NIP number, Order number, quantity of Goods with their specifications, specification of the Service, as well as the individual price of the Goods/Service. Lack of the above data on the invoice and in the delivery document (Goods) or in the acceptance report (Services) as part of the Delivery of Goods/Services, entitles the Ordering Party to refrain from paying the Supplier's remuneration without the obligation to pay statutory / statutory interest for late payment/for delay in payment commercial transactions - until a correctly issued invoice correction and delivery document of the Good or acceptance protocol of the Service in accordance with the GTC are presented to him.
7. The date of payment shall be the date on which the Ordering Party's bank account is debited or, if paid in cash, the date of receipt of cash at the Supplier's cash register.
8. If the invoice payment date falls on Saturday or public holiday, the invoice payment date will then expire on the first day following the business day.
9. The Supplier may not reserve the right to ownership of the Good / Service until the Purchaser has paid the price. All Goods/Services become the property of the Ordering Party upon receipt of the Good/Service by the Purchaser within the meaning of Chapter III of the GTC.
10. Unless the Parties agree otherwise in writing, the Purchaser is not obliged to accept or pay for additional Goods/Services whose production or provision was necessary for technological reasons or related to the method and quality of the Services / Supply of Goods.



11. If, for reasons attributable to the Supplier, the Ordering Party will not be entitled to deduct VAT from the invoice issued by the Supplier or it will be questioned by the tax authorities. The Supplier as compensation will pay the Ordering Party a documented value of the damage suffered as a result.

12. The Ordering Party declares that he is an active VAT payer and is entitled to receive invoices. By accepting the Order, the Supplier declares that on the date of its acceptance he is an active VAT taxpayer. In the event of a change in this status during the implementation period and settlement of the Order, the Supplier shall be obliged to inform the Purchaser within 7 days of the change in taxpayer status.

## **VII. WITHDRAWAL FROM IMPLEMENTING THE ORDER AND CONTRACTUAL PENALTIES**

1. The Ordering Party may withdraw from the implementation of the Order/Contract through the fault of the Supplier/Seller / Service Provider immediately without setting an additional deadline to remove the violations in case the Supplier / Seller:
  - grossly violates the terms of the contract, contracts or these GTC;
  - becomes threatened with insolvency;
  - receives a request to initiate bankruptcy, arrangement and restructuring proceedings against him;
  - will be put into liquidation;
  - will lose the rights necessary to perform the services / services covered by the Order / Agreement.
2. The Ordering Party reserves the right to withdraw from the Order through the fault of the Supplier with immediate effect without setting an additional deadline to remove the violations in the event of disclosure of corruption when concluding or performing a given order / contract. The right of withdrawal may then be exercised within 12 months of obtaining by the Ordering Party information about the existence of the basis for withdrawal indicated in this point.
3. In the event of withdrawal from the contract through the fault of the Supplier under the conditions set out in point 1 and 2, the Ordering Party has the right to charge a contractual penalty of 20% of the gross value of the subject of the Order.
4. In a situation in which the Goods/Services provided by the Supplier have defects, the Purchaser is entitled to withdraw from the Contract, after prior summoning the





Supplier to repair or replace things free from defects or to perform the Service correctly within 7 days. The deadline to withdraw from the Contract in this case is 14 days and is counted from the ineffective expiry of the 7-day period indicated in the Supplier's request. The Ordering Party has the same entitlement in the event of a defect in the Good/Service delivered and received in batches - the so-called partial supplies / services.

5. If the Ordering Party withdraws from the Contract for the reasons indicated in point 4, the Supplier is obliged to pay to the Ordering Party a contractual penalty of 20% of the gross value of the subject of the Order. In the case of partial deliveries or collections, the contractual penalty is 20% of the gross value of already completed Order lots or partly received Services.
6. In the event of a delay in the replacement of the Good with a new one, in the removal of defects of the Good or Service found upon receipt or during the guaranty period and warranty for reasons other than force majeure defined in these GTC, the Supplier shall be obliged to pay the Ordering Party a contractual penalty of 0.8 % of the value of the Good or Service gross for each commenced 1 day of delay, not more than 20% of the value of the Good/Service specified in the Order.
7. In the event of a risk of delay in the delivery of the Goods or the performance of the Service, the Supplier shall be obliged to immediately, not later than within 2 days of becoming aware of the possibility of delay or the possibility of obtaining this information, inform the Ordering Party of the anticipated period of delay and the reason for its occurrence. Failure to comply with the above obligation on the part of the Supplier shall entitle the Ordering Party to withdraw from the Contract through the fault of the Supplier on the principles set out in point 1 and 3.
8. In the event of a delay in the delivery of the Goods or the provision of Services for reasons other than force majeure, exceeding 14 days, the Ordering Party may, at his discretion or withdraw from the Contract on the principles set out in point 1 and 3 or entrust the performance of the Order to a third party at the expense of the Supplier (so-called substitute performance).
9. In the event of a delay in the delivery of the entire Goods/the date of the Service, as well as in the delivery of the partial Goods/partial performance of the Service for reasons other than force majeure as defined in the GTC, the Supplier shall pay a contractual penalty of 1% to the Ordering Party Of the Gross Good/Services specified in the Order or to be delivered in a given part for each 1 day of delay in





the delivery of the Good / service or partial delivery of the Good / service in a given part - no more than 20% of the gross value of the Good/Service delivered/performed with a delay.

10. The documentary basis for calculating contractual penalties will be the debit note delivered to the Ordering Party by the Supplier. Contractual penalties shall be payable within 7 days from the date of delivery of the debit note to the Supplier.
11. If the damage caused to the Ordering Party is higher than the amount of the reserved contractual penalty, the Ordering Party shall have the right to claim compensation in an amount exceeding the amount of the reserved contractual penalty on general principles.
12. The provisions of this chapter do not prejudice the other grounds for withdrawing from the Contract, as well as the calculation of contractual penalties indicated in the remaining provisions of the GTC. The provisions of this chapter shall apply accordingly.

#### **VIII. TERMINATION OF THE CONTRACT**

1. The Purchaser may terminate the Contract without giving a reason in whole or in part by notifying the Supplier in writing 30 calendar days in advance. In such a situation, the Ordering Party shall pay the Supplier the value of the delivered Goods or Services that have not yet been paid and proven, reasonable direct costs incurred by the Supplier in connection with the Goods or Services that have not been delivered or completed, however, in no case shall these payments exceed the agreed prices of Goods or Services resulting from the Contract/ Order. The supplier will not be entitled to any additional remuneration.

#### **IX. CONFIDENTIALITY**

1. All information directly resulting from these GTC, as well as information obtained by the Supplier in connection with the performance of the Order/Service provided, including in particular all organizational, commercial and technical information regarding the Ordering Party and not disclosed to the public shall be considered by the Parties as confidential information. and as such will not be disclosed to third parties. This obligation does not apply to situations in which the



obligation to provide information results from mandatory provisions of law. In particular, the Supplier undertakes to treat as confidential information on the volume of trade, prices, discounts, product specifications, logistic agreements, technological data - under pain of withdrawal by the Ordering Party from the Contract/Order for reasons solely attributable to the Supplier on the principles set out in Chapter VII point 1 GTC.

2. The Supplier declares that he will not use confidential information for purposes other than those related to the implementation of the Order/Contract/Service and that he will provide this information with adequate protection appropriate to its confidential nature. The obligation to keep information confidential remains in effect after the Order / Contract / Service has been completed and can be waived only with the written consent of the Ordering Party, otherwise being null and void.
3. If the Ordering Party withdraws from the Contract/ Order for the reasons indicated in point 1, the Supplier is obliged to pay to the Ordering Party a contractual penalty of 20% of the gross value of the subject of the Order.
4. In the event of a breach of the obligations set out in point 2 The Ordering party reserves the right to request the Supplier to pay a contractual penalty of PLN 20,000.00 (twenty thousand zlotys) for each violation.

#### **X. AUDIT CLAUSES**

1. During the performance of the Order/provision of the Service, the Supplier shall be obliged to provide the Ordering Party with explanations regarding the course of the Delivery, the degree of the Service and the implementation of the Order/Contract.
2. The Supplier agrees that the Ordering Party will audit how the Order is carried out and the Service is performed in accordance with current ISO and PN-N standards in this respect.

#### **XI. CORPORATE AND ETHICAL CLAUSES**

1. In the scope of mutual cooperation resulting from the Order, the Parties undertake to counteract as well as not to take any action that could be considered unethical, unlawful, and above all of a corrupt nature.



2. The Supplier declares that he did not offer or transfer any material benefits in order to influence the Ordering Party's decision to choose his offer, did not affect the Ordering Party 's choice in a manner contrary to the law or decency, and did not participate in any agreements or arrangements with other third parties, which would be to influence the choice of the Ordering Party.
3. The Supplier declares that, to the best of his knowledge, on the day of confirming the acceptance of the Order for implementation, there is no conflict of interest that could be an obstacle to the proper performance of the order by the Supplier, affect its impartiality, quality of its work and services, independence or reliability. The Supplier undertakes to exercise due diligence to the extent required for business operations and to take steps to avoid conflicts of interest.
4. In the case of observing the activities described in point 1-3 The Party that notices them is obliged to immediately inform the other Party. The Parties undertake to settle disputable issues amicably as part of undertaking joint actions to prevent conflict, with particular emphasis on the broadly understood interest of the Ordering Party and the principles of business ethics.

## **XII. REFERENCES AND ADVERTISING**

1. The Supplier has no right without the prior written consent of the Ordering Party to use materials and information about cooperation with the Purchaser, in particular for reference and advertising purposes. The Supplier shall be liable for any damages and lost profits resulting from this for the Ordering Party on general principles.

## **XIII. INFRINGEMENT OF THE PATENT AND OTHER RIGHTS OF A THIRD PARTY**

1. The Supplier guarantees that there are no applicable patents or other industrial property rights, copyrights and other related rights as well as know-how of third parties that could be infringed by the Ordering Party as a result of using or disposing of the purchased Good/Service.
2. The Supplier shall be liable for any breach of the obligations related to the performance of the Order and is obliged to pay compensation arising out of this



title, unless he proves that he is not responsible for the breach.

3. The Supplier releases the Ordering Party from any liability for any claims of third parties in relation to the Goods/Services, parts and materials provided under a patent, license or registered designs. In the event of proceedings being conducted in respect of such claims, the Supplier shall provide direct defense of the Ordering Party at his expense.
4. The Supplier guarantees that the ordered Goods/Services do not bear the rights of third parties, and the Goods can be processed and used (as well as Services) without harming third parties. However, if it turns out that there are rights of third parties to the delivered Goods / Services, in the event of third party claims, the Supplier is obliged to provide the Ordering Party with the required documents and support him in full extent in defense against the claims. The Supplier bears full responsibility for any damages of the Ordering Party, which will therefore be incurred by the Ordering Party on general principles.

#### **XIV. FORCE MAJEURE AND EXCLUSIONS OF THE CONTRACTING AUTHORITY**

1. The Parties shall not bear the consequences of partial or total failure to perform their obligations under the Contract/Order, which will be caused by force majeure understood as all events that cannot be foreseen at the time of concluding the Contract or placing the Order, nor prevent them and for which no the Parties have no influence, in particular such as: war, internal unrest, acts of terror, industrial disasters, strike, flood, fire, earthquake and other natural disasters.
2. A party that will not be able to fulfill its obligations due to force majeure shall be obliged to immediately notify the other Party about this fact no later than within 5 days from the occurrence of such an event and to provide reliable evidence for the above circumstances.
3. When force majeure ceases, the other Party should be notified immediately. Failure to comply with this requirement will result in the loss of the right to invoke force majeure.
4. The Supplier shall be fully and exclusively liable for any accidents at work and occupational diseases of his employees and subcontractors in connection with the delivery of the Goods or the provision of Services.



5. The Supplier shall be solely responsible without any restrictions for all claims and lawsuits filed by employees, subcontractors or persons with whom he is bound by civil law relations. The Supplier shall protect against and release the Ordering Party from liability in the event of any claim, proceeding, lawsuit, penalty, loss, costs, damages and expenses arising from or related to such claims or court cases and from any non-compliance with regulations, regulations, codes of conduct, guidelines and other requirements set by the relevant government or governmental body, applicable to the Supplier and issued by its employees, subcontractors and persons with whom it has a civil law relationship. The Supplier undertakes to appear in court at the Ordering Party's request at its own expense, recognizing its status as the sole and sole Ordering Party or principal / recipient, and to provide the Ordering Party with all required documentation and information necessary to ensure proper legal defense of the Ordering Party in court.
6. The Ordering Party is authorized to make payments due to the Supplier's employees or subcontractors and to parties to civil law contracts concluded with the Supplier performing Services or delivering Goods under the contract/Order in order to avoid court, enforcement, pledges and other charges. Such payments may be made by withholding remuneration for the Supplier, by deductions or by any other means, of which the Ordering Party shall inform the Supplier in writing. The Supplier will provide all support requested by the Ordering Party in relation to such payments and will reimburse the Ordering Party for all payments made.
7. Without prejudice to applicable law, the Supplier shall, without any restrictions, secure against and release the Ordering Party from liability in the event of any obligations, damages, costs, losses or expenses incurred by the Ordering Party as a result of breach of the Contract by the Supplier. The Supplier shall, without any restrictions, protect against and release the Ordering Party from liability in the event of any claims pursued by third parties in relation to Goods or Services, including without limitation - in the event that the Goods or Services violate the intellectual property rights of others.
8. The supplier is responsible for the management and supervision of all employees/subcontractors/ persons with whom civil law contracts bind him, as well as for the actions and omissions of these persons as for his own actions and omissions.
9. The supplier shall maintain adequate liability and accident insurance as protection against third party claims at a reputable insurance company with a stable financial



situation. At the request of the Ordering Party, the Supplier will provide him with proof of such insurance, but this does not release the Supplier from liability to the Ordering Party. The sum insured cannot be regarded as a limitation of liability.

## **XV. SUBCONTRACTING**

1. The Supplier may employ subcontractors with the prior written consent of the Ordering Party (possibly expressed in electronic form). This condition also applies in the event of a change of subcontractor during the performance of the contract and of further subcontracting.
2. The Supplier shall be fully liable for the acts and omissions of subcontractors and further subcontractors to the extent that these were acts, omissions, failures and negligence of the Supplier.
3. The Supplier's failure to pay remuneration to subcontractors and further subcontractors entitles the Ordering Party to suspend payment of remuneration to the Supplier without the obligation to pay interest for the delay until the Supplier has fully settled its accounts with its subcontractors and further subcontractors.

## **XVI. DEDUCTIONS, CLAIM OF LIABILITY**

1. In the event of grounds for charging contractual penalties by The Ordering Party The Ordering Party has the right to deduct a contractual penalty from the Supplier's remuneration. Regardless of the form of settlement, the Ordering Party will issue a debit note to the Supplier for the amount of contractual penalties.
2. The possibility of transferring any claims due to the Supplier against the Ordering Party in relation to the Order /Contract, as well as the delivery of the Good/Service performed to third parties without the prior written consent of the Ordering Party is excluded.
3. The Supplier may not deduct any claims due to the Ordering Party from its claims (including in particular remuneration) without the Buyer's written consent.
4. The Ordering Party is entitled to set off any claims owed to him by the Supplier,





regardless of their type, from any amounts due to the Supplier.

## **XVII. CONTROVERSIAL ISSUES**

1. These GTC constitute an integral part of the Order placed with the Supplier by the Ordering Party/concluded by the Parties to the Contract. In the event of a contradiction or discrepancy between the GTC and the content of the Order or Contract, the content of the Order or Contract shall prevail.
2. GTC shall have priority over other applicable contract terms, regulations and templates used by contractors.
3. GTC may be unilaterally changed, modified, and some of its provisions may be excluded from being used by the Ordering Party in Orders directed by him to the Supplier or attachments to Orders specified as Special Conditions of the Order. All provisions deviating from the GTC require the Parties to agree in writing to be valid.
4. Any conditions or provisions specified by the Supplier in the confirmation of the Order and included in the General Terms of Delivery/Sales applicable to him, which modify, supplement or otherwise differ from the conditions specified in the Order/Contract and these GTC, and were not covered by the agreement Parties according to point 3 are unacceptable, invalid and ineffective and will be considered as not restricted. The contract concluded by the Parties in this case will be treated as concluded under the conditions set out in the Order placed by Autorobot Strefa Sp. z o.o.
5. The commercial terms proposed by the Supplier, other than those specified in these GTC / Order/ Contract, should be subject to additional negotiations of the Parties and be approved by the Ordering Party and included in the Order under pain of nullity.
6. In the event of a conflict between the Special Conditions of the Order and the content of the General Conditions of the Order, the Special Conditions of the Order shall prevail.
7. In the event of a conflict between the Special Terms of the Order and the content of the Order or the Contract, the provisions of the Order or the Contract shall prevail, regardless of how the content of the Special Terms of the Contract is determined.
8. The ineffectiveness and invalidity of any of the provisions of the GTC does not affect the validity of the other conditions or other parts of the GTC.



9. Notwithstanding the GTC, the Contract between the Parties may change if universally binding legal acts are introduced, the content of which will result in additional obligations of the Parties. In particular, the Ordering Party may refer to any change in the provisions that will entail a change in the cost of operations or public-law burdens, and hence a change to an already concluded or not yet performed between the parties to the Contract.
10. All changes and additions to the General Terms and Conditions of the Order must be in writing to be valid.
11. If the GTC reserves a written form for performing any activity, it should be treated as a reserved form under pain of nullity.

#### **XVIII. APPLICABLE LAW, JURISDICTION**

1. In matters not regulated by these GTC, as well as the Special Terms and Conditions set by the Parties, relevant provisions of Polish law shall apply, in particular the provisions of the Civil Code.
2. To contracts concluded by the ordering Party, including Contracts concluded with entrepreneurs based outside of Poland, the provisions of Polish law shall apply exclusively. In Contract concluded with entrepreneurs based outside of Poland, the application of the United Nations Convention on Contracts for the International Sale of Goods, drawn up in Vienna on April 11, 1980, shall be excluded on the territory of the signatory states of the United Nations Convention.
3. The Parties shall endeavor to amicably resolve any disputes arising from the implementation of the Order/Contracts covered by these GTC. In case of dispute regarding the interpretation of the content of the Order/Contract/these GTC or concerning the performance of the Order/contracts, which the Parties are not able to resolve amicably, the competent court will be the court competent for the seat of the Ordering Party in Poland. In contracts with entrepreneurs based outside of Poland, only Polish courts have jurisdiction.

#### **XIX. FINAL PROVISIONS**

1. These GTC apply to all orders completed for the Ordering Party from April 30, 2019. For orders preceding this date, the existing regulations shall apply.



2. The current and currently updated GTC are available for inspection at the headquarters of the Ordering Party and on the website [www.autorobotstrefa.pl](http://www.autorobotstrefa.pl).
3. Annexes to the GTC constitute an integral part of these GTC.

GTC Annexes:

Annex no 1- Service acceptance protocol

Annex no 2- Complaint notification

Annex no 3- Agreement on sending invoices by electronic means Annex No. 4- GDPR information clause



Annex no 1

PROTOCOL Service acceptance protocol  
Technical acceptance of partial / final works

The Contractor is responsible for faults not disclosed at the time of receipt but found at a later date and is required to remove thereof or to incur the costs

Representative AUTOROBOT

Supplier

Rappresentanti AUTOROBOT

Rappresentanti fornitori

- 1.....
- 1 .....
- 2 .....

Issue:1  
Rev.: 7.03.20

- 1.....
- 2.....
- 3.....



Annex no 2

Gliwice, .....

**COMPLAIN NOTIFICATION NO**

...../.....

<b>Ordering Party (Claimant)</b>	<b>Autorobot - Strefa Sp. z o.o. Secretary:</b> <b>ul. L. Wyczółkowskiego 29 tel. +48 32 7753390</b> <b>44-109 Gliwice PL fax. +48 32 7753385</b> <b>KRS 000 015 67 75</b> <b>e-mail: autorobot@post.pl</b> <b>NIP 634 226 66 84</b> <b>http://www.autorobotstrefa.pl</b> <b>Regon 273 831 324</b>
<b>Supplier</b>	
<b>Ref. Order no</b>	
<b>Purchase date /Service acceptance</b>	
<b>Delivery/acceptance place</b>	
<b>Invoice no</b>	
<b>Name of the faulty good /service (catalogue no) and quantity</b>	



<b>Claim reason /detailed description of good/service fault/damage</b>	
<b>Date of good/service fault/damage claim</b>	
<b>Claimant requests regarding good/services</b>	

The supplier will consider the complaint within 14 business days of receiving the complaint protocol.

Notes

Supplier's decision as to how to deal with complaints

Claimant:

/place, date, signature of the authorized person/





Annex no 3.

Gliwice, .....

**Acceptance of receiving invoices in electronic form No**

/ .....

<b>Invoice receiver</b>	<b>Autorobot - Strefa Sp. z o.o. ul. L. Wyczółkowskiego 29 44-109 Gliwice PL</b>  <b>KRS 000 015 67 75 NIP 634 226 66 84 Regon 273 831 324</b>	<b>Secretaryt: tel. +48 32 7753390 fax. +48 32 7753385</b>  <b>e-mail: <a href="mailto:autorobot@post.pl">autorobot@post.pl</a> <a href="http://www.autorobotstrefa.pl">http://www.autorobotstrefa.pl</a></b>
<b>Invoice issuer</b>		

**Acceptance of receiving invoices in electronic form**

The basis for signing this agreement is the Act of 11 March 2004 on tax on goods and services (Journal of Laws of 2011, item 1054, as amended), enabling electronic invoices to be sent. The aforementioned Act in art. 2 point 31 contains the statutory definition of an invoice, which is a document in paper form or in electronic form containing the data required by the Act and regulations issued on its basis, while in Art. 2 point 32 defines an electronic invoice as an invoice issued and received in any electronic format. In accordance with art. 106 n paragraph 1 of the above-mentioned Act, the use of electronic invoices requires the acceptance of the invoice recipient. Autorobot Strefa Sp. z o.o. declares that he accepts electronically sent invoices issued by the Exhibitor in accordance with applicable regulations.

The Issuer undertakes to send e-invoices, corrective e-invoices, duplicates of e-invoices electronically in the form of PDF files. Only one invoice can be sent in one e-mail. The email address appropriate for sending invoices is: [efaktury@autorobotstrefa.pl](mailto:efaktury@autorobotstrefa.pl) and (operational address - if required):

Invoices sent to an address other than the one indicated for sending invoices in this Contract shall in no case constitute an electronic invoice delivery. The invoice issuer ensures the authenticity of origin, content integrity and legibility of the invoice.

The date of receipt by Autorobot Strefa Sp. z o.o. electronic invoice is the date of confirmation of delivery of the message generated by the mail server serving the indicated e-mail address Autorobot Strefa Sp. z o.o. If the payment date is set from the date of receipt of the invoice, Autorobot Strefa Sp. z o.o. declares that the date of receipt is the day of confirmation generated by the mail server by 15:00 on business days, and in other cases - the first business day after the day on which the confirmation was generated. The issuer will send e-invoices within 3 business days from the date of receipt from Autorobot Strefa Sp. z o.o. of this Agreement. Autorobot Strefa Sp. z o.o. as the Recipient of e-invoices, he can withdraw his acceptance of sending invoices by electronic means at any time. In the event of withdrawal of acceptance, the invoice issuer loses the right to send the recipient electronic invoices from the first day of the month following the month in which he received notification from the recipient about withdrawal of acceptance. The invoice issuer retains the right to issue invoices in paper form.

**Receiver**

/ place, date, signature of the authorized person/

**Issue**

/ place, date, signature of the authorized person/



## INFORMATION CLAUSE

### -GDPR-GTC-

#### (APPLICABLE IN SITUATIONS REGULATED BY GENERAL TERMS AND CONDITIONS) OPERATING AT THE ADMINISTRATOR)

In accordance with art. 13 section 1-2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Regulation on data protection) - hereinafter referred to as "GDPR", Autorobot Strefa Sp. z o.o. as the Ordering Party transfers to the Supplier and other Entities cooperating with him as part of the Contract/Order, to the extent that the Parties' mutual cooperation involves the acquisition of any personal data of natural persons, the following information:

1. Administration of Your personal data is: Autorobot Strefa Sp. z o.o., ul. L. Wyczółkowskiego 29, 44-109 Gliwice, Poland, KRS 000 015 67 75, NIP 634 226 66 84, Regon 273 831 324.
2. Data administrator contact data: Autorobot Strefa Sp. z o.o., ul. L. Wyczółkowskiego 29, 44-109 Gliwice, Poland; Secretary: tel. +48 32 7753390, fax. +48 32 7753385, e-mail: [autorobot@post.pl](mailto:autorobot@post.pl), <http://www.autorobotstrefa.pl>.
3. The Administrator will process your data only for the purpose of executing the Contract/ Order with the Contractor associated with your person by civil law or employee relationship, in the scope of entrusted with you to perform specific functions or activities, as well as in the course of any possible claims Administrator before a common court or arbitration court in accordance with the principles listed in art. 5 GDPR. The processing of your personal data may be related to the Administrator's performance of obligations imposed by law, in particular for the purposes of accounting and tax documentation, OHS obligations, compliance with traffic rules at the plant, IT services, etc.
4. It is unacceptable to process your data for the purpose of direct marketing.
5. At any time you have the right to object to the processing of your data processed for the purpose and on the basis of the above. The administrator will cease processing your data for these purposes, unless it is able to show that there are valid, legally justified grounds that override your interests, rights and freedoms or when your data is necessary for the Administrator to determine, pursuing or defending claims.
6. The administrator will store data for the period necessary to maintain contractual and accounting and tax documentation as well as for the proper performance of the Contract/ performance of the Order, but no longer than until the limitation



- period for tax obligations, the limitation period for seeking redress or for erasing the conviction.
7. Recipients of personal data are authorized employees of the Administrator, and in cases of entrusting service to other entities, their authorized employees, as well as administrative bodies, services or institutions that ask the Administrator for access to data under the rights arising from legal provisions or to which the Administrator will provide personal data based on the rights set out in law. Recipients of personal data may also be common and arbitration courts in connection with legal action by the Administrator against a given entity.
  8. Personal data can be transferred to:  
O.L.C.I ENG SRL VIA I MAGGIO 8 10040 RIVALTA, NIP: IT09332920017;  
O.L.C.I. ENGINEERING INDIA P.L., PLOT NO. E-14, CHAKAN INDUSTRIAL AREA PH-III, VILLAGE-NIGHOJE, TALUKA-KHED, PUNE, INDIA 410501 PUNE, NIP: U29100PN2015FTC155379;  
GME AEROSPACE INDÜSTRIA DE MATERIAL COMPOSTO LTDA. ALAMEDA BOM PASTOR, 1683 - BAIRRO CAMPINA 83015-140 SAO JOSE DOS PINHAIS PR, NIP: 09.138.393/0001-79;  
W.F.C. HOLDING S.P.A. VIA 1 MAGGIO 8, 10040 RIVALTA DI TORINO NIP: IT11348180016, operating within the same capital group as the Administrator and associated with it in organizational terms. Appropriate safeguards were provided through the use of standard contractual clauses, in particular pursuant to art. 46 section 2 point c GDPR in connection from art. 46 paragraph 5 of the GDPR.
  9. According to the GDPR, you have the right to: access your data and receive a copy of it; correct (correct) your data; request removal, restriction or objection to their processing; data transfer; lodging a complaint to the President of the Office for Personal Data Protection.
  10. Providing data is voluntary, but necessary to fulfill the Administrator's obligations related to the conclusion and implementation of the Contract/ Order, as well as the course of mutual cooperation with Contractors and persons authorized by them. Refusal to provide personal data may therefore hinder or prevent proper cooperation with the Administrator's Counterparty, involving reasons beyond the Administrator's control.
  11. Please be advised that the Administrator does not make decisions in an automated manner and your data is not profiled..
  12. You have the right to withdraw your consent to the processing of your personal data (including those belonging to a particular category) at any time. Withdrawal of consent does not affect the lawfulness of the processing that was carried out in accordance with the law, but before its withdrawal.
  13. Accepting the document of the Agreement / Order / Acceptance Protocol or taking other action in the course of cooperation with the Administrator based on the



authorization granted by the Administrator's Contractor/another Entity cooperating with the Administrator also constitutes a declaration of acceptance of the above information.

14. The Supplier and other Entities cooperating with the Administrator undertake to inform the persons authorized by them in the course of the Agreement /Order or other cooperation with the Administrator about the need to provide personal data to the Administrator in the course of mutual cooperation and about the content of the information clause made available for this purpose by the Administrator.
15. This clause is an integral part of the General Terms and Conditions (GTC) applicable to the Administrator and is available with them for permanent viewing and reproduction on the Administrator's website.
16. At the same time, the Administrator has a general GDPR information clause made available for permanent review and playback on his website, which is applicable in situations other than those arising from the GTC. In the event of a conflict between the content of the GDPR information clause of a general nature and the content of the GDPR information clause that is an integral part of the General Conditions applicable to the Administrator, the wording of the clause resulting from the General Conditions.