

GENERAL TERMS AND CONDITIONS OF ORDERING PRODUCTION GOODS AND SERVICES
in force in Autorobot Strefa Sp. z o.o. with its registered office in Gliwice, effective from 02.01.2026.

I. GENERAL PROVISIONS

1. These General Terms and Conditions of Ordering Production Goods and Services (hereinafter referred to as "GTC") shall apply to the orders placed by Autorobot-Strefa Sp. z o.o. hereinafter referred to as the "Company" or "Ordering Party"), and to all agreements entered into by it.
2. The GTC and subsequent versions of the GTC, approved in writing, shall constitute an integral part of all orders and agreements concluded with the Company, in which the Company is the Buyer or the Ordering Party. The GTC shall apply specifically, but not solely, to the purchase/supply agreements for materials, raw materials, parts, prefabricated products, final products, or devices, hereinafter referred to as „Goods”), as well as to the agreements/orders for services related to the manufacturing process (e.g. materials/raw materials processing, cooperation, machine maintenance and repair, periodical reviews of machines and infrastructure), hereinafter referred to as “Production Services” or “Services, concluded with an entity hereinafter referred to as the „Supplier”).
3. The GTC shall bind the Company and the Supplier, unless the Parties separately, expressly and in writing agree that all or specific provisions of the GTC are not applicable to a specific order or agreement.
4. During the course of their cooperation, the Parties undertake to provide and regularly update the personal data of their representatives or employees authorized to make binding decisions on behalf of the Parties. Any negative consequences resulting from failure to provide updates in this regard will be borne by the Party that failed to comply with this obligation, in accordance with the general provisions of the Civil Code.
5. All notices between the Parties shall be sent by duly signed registered mail/courier/fax or email to the address of the relevant Party specified in the Agreement/Order or to such other address as that Party has notified the other Party in writing. Notices sent electronically or by fax require confirmation of receipt by the receiving Party. Supplier's responses, correspondence, information, and documentation related to the Agreement/Order shall be submitted in the language used in the Agreement/Order.
6. The relationship between the Parties shall take a form of a contractual relationship between independent contractors cooperating on market terms. No contractual provision shall be deemed to appoint the Supplier as an agent or employee of the Ordering Party, nor shall it constitute the creation of a partnership between the Ordering Party and the Supplier. The Supplier shall not represent the Ordering Party or act on its behalf.
7. The Agreement/Order shall not constitute an employment relationship or a civil law relationship between the Ordering Party and its employees/contractors/entities cooperating with the Supplier designated by the Supplier to perform the Agreement/Order. The Ordering Party is released from any



liability and obligation in terms of employee and social security and taxes in relation to the Supplier and persons designated by it to perform the Agreement/Order.

II. PLACING ORDERS AND CONCLUSION OF THE AGREEMENT

1. All requests for quotations and Orders submitted by the Ordering Party shall be deemed binding only if they are submitted in writing, by fax or electronically by an authorized representative or employee of the Ordering Party.
2. Offers shall be made in Polish, unless otherwise agreed. The Offer shall be complete and contain all information necessary to assess whether the Production Goods or Services offered by the Supplier meet the requirements specified in the RFQ.
3. The currency and price shall be clearly specified in the Offer. All prices shall be gross prices inclusive of statutory VAT, unless expressly stated otherwise. The amount and type of additional costs, as well as the entity obliged to incur them, shall result from separate written arrangements between the Parties. Unless otherwise agreed in writing, the price indicated in the Order/Agreement shall include all costs incurred by the Supplier in order to fully and properly perform the activities indicated therein and shall include, in particular, the costs of packaging, loading, insurance, shipment, transport to the destination, unloading until the release of the Goods and the subject of Production Services at the Ordering Party's registered office or at the place indicated in the enquiry or order by the Ordering Party, as well as public levies such as, in particular, taxes and customs duties, including VAT. Unless otherwise agreed in writing by the Parties, if the Supplier determines prices using a price list, a change in the price list during the Delivery shall not affect the price set in the Order/Agreement.
4. Unless the Parties have agreed otherwise in writing, the stated price due for the Goods and Production Services shall be the final price and shall not be subject to increase for any reason whatsoever, even if at the time of concluding the Agreement/accepting the Order the extent or costs of the work/provision of the Service could not be foreseen, including all costs related to the sale and delivery of the Goods and the performance of the Production Services, including the costs of castings, moulds or other equipment necessary to produce the Goods/provide the Service, transport and insurance costs and costs of additional services.
5. In the event of extension or limitation of the scope of the Order (Order modification) by the Ordering Party, the previously placed Order will be cancelled and replaced with a new one. When placing a new Order in such a situation, however, the repeated procedure specified in points 1-3 shall not apply, but an abridged procedure, which involves establishing new terms of the Order between the parties on the terms immediately established in the new Order. The Supplier shall deliver the Goods or perform Production Services on the commercial terms applicable to the execution of the newly placed Order. The cancelled Order shall be treated as null and void, which does not entail any financial penalties being imposed on the Ordering Party or any other financial consequences resulting from the change of the Order.

6. The Order shall be completed in accordance with the terms and specifications stated herein (quantity, grade, delivery/receipt date, standard, price, certificate). The Ordering Party reserves the right to refuse to accept the Goods or to refuse to accept the Production Service performed inconsistent with the Order.
7. The Supplier undertakes to confirm in writing within 3 working days the receipt of the Ordering Party's order and to deliver the written confirmation of acceptance of the Order to the Ordering Party within this period. The Order may be accepted solely without reservation. Lack of confirmation of the Order by the Supplier within the above-mentioned deadline will be understood by the Ordering Party as full acceptance of the proposed terms of the Order, without any reservations from the Supplier.
8. Confirmation of receipt of the Order, or in the absence of such a confirmation – the ineffective expiry of the period of 3 days indicated in point 7 – shall be treated on an equal footing with the acceptance of the GTC applicable in the Company.
9. The Agreement is concluded at the moment the Supplier submits the written confirmation of the Order to the Ordering Party, or at the moment of ineffective expiry of the period of 3 days provided for written confirmation of the Order by the Supplier on the terms specified in point 7. Delivery of confirmation of acceptance of the Order may also be made by fax or e-mail upon agreement by each Party. Any oral arrangements shall only be valid if they have been confirmed in writing or electronically.
10. The Supplier shall be obligated to always provide the Order number assigned by the Company on the invoice, the proof of delivery of the Goods and the Service acceptance report. Otherwise, the Ordering Party reserves the right to refuse to accept the delivery of the Goods/receipt of the Service or to withhold payment without the right to charge interest for late payment until the Supplier indicates the basis for a given delivery of the Goods/Service, in particular by submitting an Order/Agreement.

III. TERMS OF DELIVERY AND PROVISION OF SERVICES

1. The time for the execution of the Order begins on the date of conclusion of the Agreement. In the event that, in accordance with the Agreement, the Ordering Party is obligated to provide the Supplier with the documents necessary for the performance of the Agreement (e.g. technical drawings), the Order execution period begins to run from the date of submission of the above-mentioned documents to the Supplier by the Ordering Party.
2. The subject of delivery are: brand new Goods, i.e. manufactured no earlier than 12 months before the date of delivery and the Production Services performed in accordance with the relevant regulations and standards, technical knowledge indications, as well as any design documentation (provided optionally).

3. Delivery of the Goods to the place indicated in the Order shall be at the expense and risk of the Supplier, unless the Parties have agreed otherwise. Unless otherwise specified in the Order, the unloading of the Goods shall be the Supplier's responsibility.
4. The Services shall be provided in a location indicated in the Agreement/Order or, if such a location has not been specified, in the place of business of the Ordering Party.
5. No later than 2 days prior to the date of shipment of the Goods or the date of planned receipt of the Production Service provided, the Supplier shall be obligated to notify the Ordering Party of the expected shipment of the Goods/acceptance of the Service, providing the Order number, the method and expected date of delivery/acceptance, the shipment specification with the number, weight, dimensions and contents of the packages and any instructions necessary for proper transport and unloading, unless the Ordering Party decides otherwise in the Order.
6. Together with the Goods or the receipt of the Production Service performed, the Supplier undertakes to provide the following documents:
 - the shipment specification of the Goods with the number, weight, dimensions and contents of the packages;
 - complete technical documentation necessary for proper on-site installation of the, as well as for their proper commissioning and operation;
 - appropriate material attestations, certificates of analyses, tests and approvals required by the legal regulations in force in the territory of the Republic of Poland and within the European Union;
 - instructions for proper storage of the Goods;
 - a warranty document, if the Supplier or a third party provides a warranty;
 - delivery document in the case of Goods;
 - acceptance report in the case of Production Services according to the template constituting Appendix No. 1 to the GTC.
7. The aforementioned documents must be prepared in Polish or in another language indicated by the Ordering Party. The Ordering Party shall be entitled to receive 3 language versions of the above documents indicated by it, free of charge. The costs of preparing any other language version shall be borne by the Ordering Party. The Supplier shall be responsible for collection of all required documents. The Supplier shall be fully responsible for the consequences of incorrect, incomplete or delayed shipping documents.
8. Delivery of the Goods shall not be considered in itself as acceptance of the same by the Ordering Party. The Ordering Party shall have 48 hours from the date the Ordering Party receives any Goods indicated in the delivery document to inspect such Goods for defects and nonconformance and to report defects to the Supplier on the basis of a complaint report constituting Appendix No. 2 to the

GTC. If the non-conformity of the Goods could not be detected during the inspection referred to in Clause 8, the Ordering Party shall have the right to report such a defect upon discovering it.

9. The date of receipt of the Goods as well as the date of transfer of ownership of the Goods and the risk of loss and damage, as well as burdens and benefits to the Ordering Party shall be understood as the date of non-complaint adoption of the Goods with all certificates and documents to the Ordering Party's warehouse on the basis of the CI document, i.e. the period after the lapse of 48 hours from the receipt of the Goods from the Supplier with no complaints under Appendix No. 2 to the GTC within that period on the basis of the rules provided in Section V of the GTC. The delivery of the Goods does not have to be documented in the form of a report (according to Appendix No. 1 to the GTC).
10. The date of performance of the Production Service shall be understood as the date of receipt of the provided Production Service by the Ordering Party at the place and time specified in the Order/Agreement, together with all required documents and certificates. In order to be effective, the receipt of the Production Service must be confirmed each time 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 or comments, in the form of a acceptance report, constituting Appendix No. 1 to the GTC.
11. Any changes to the delivery date of the Goods/provision of the Service as well as any replacement and additional deliveries/services are only permissible with the written consent of the Ordering Party.
12. The Supplier shall be obligated to perform the Order in its entirety, without dividing it into parts (the so-called partial deliveries/services), unless the Ordering Party gives prior written or electronic consent or if such a right has been indicated in the content of the Order placed by the Ordering Party/in the Agreement. In such a case, the date of delivery of the Goods shall be deemed as the date of delivery of the last partial delivery to the Ordering Party, and the date of performance of the Service shall be understood as the date of acceptance of the last partial service, unless the Parties agree otherwise in writing.
13. The Ordering Party shall be obligated to inspect the Goods within 48 hours from the date of its delivery, confirmed by the issued delivery document, and before acceptance into the Ordering Party's warehouse on the basis of the CI document. During this time, the Ordering Party shall have the right to file a complaint and exercise the right to return or exchange the Goods in accordance with the provisions set out in Section V of the GTC. Failure to submit claims for defects in the Goods within 48 hours of its receipt and before acceptance into the Ordering Party's warehouse does not preclude the Ordering Party from raising such claims later if such defects were revealed only after acceptance into the warehouse, were present in the Goods at the time of delivery, or were concealed by the Supplier.
14. The Ordering Party shall be obligated to verify the quality of the Production Service immediately upon partial or final acceptance. An acceptance report will be prepared for the partial/final acceptance of the Production Service, using the template provided in Appendix 1 to the GTC. The report will be signed by an authorized representative or employee of the Ordering Party. Failure to submit claims

for defective performance of the Production Service in the acceptance report does not exclude the possibility of the Ordering Party raising defects later if such defects were revealed only after the acceptance procedure or were concealed by the Supplier.

IV. CONDITIONS OF DELIVERY AND PROVISION OF SERVICES

1. Unless the Parties have agreed otherwise in writing, the ordered Goods will be delivered by the Supplier to the Ordering Party and the performed Services will be accepted by the Ordering Party at the time and place specified in the Order/Agreement. The Ordering Party shall be 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 shipped Goods, quantity, packaging details, weight and place of acceptance (if indicated in the Order) as well as attestations, certificates and warranty cards. The Ordering Party shall be entitled to refuse to accept the Service in the event of the Supplier's refusal to sign the Production Service acceptance report specified in Section III of the GTC, constituting Appendix No. 1 to the GTC.
2. The Supplier shall be liable for any damage resulting from loss or damage to the Goods caused by improper marking, packaging, shipping identification, or improper protection during transport and unloading.
3. Goods should be delivered in a manner that protects them from damage during transport and unloading. The Supplier shall be obligated to package the goods in a manner suitable to the means of transport and the loading and unloading equipment, unless other requirements are specified in the Order. The packaging must be clearly and permanently marked with instructions for handling the Goods in accordance with forwarding and transport standards. In the case of unusual, dangerous and oversized Goods and Services, the Parties shall each time determine in detail separately in writing the terms and conditions of delivery and acceptance of the Goods or receipt of the Production Service.
4. Deliveries of Goods or Services performed in quantities, quality or on time other than those specified in the Order/Agreement shall be deemed to be inconsistent with the Order, which means that the Ordering Party shall be entitled to charge the Supplier with contractual penalties, and also to refuse to accept the Goods/refuse to accept the Production Service or to withdraw from the agreement within 14 days from the date of delivery of the Goods or the Supplier's attempt to accept the Service provided in this way.
5. The Ordering Party reserves the right to return a part of the Order and to limit its scope in relation to both the Goods and the Services. Any return of a part of the Order or a limitation of its scope will be made at the unit prices adopted during the execution of a given Order. The Supplier shall not be entitled to any claims for damages against the Ordering Party for the return of the Goods to the Supplier or for the limitation of the scope of the Services to be performed.
6. The Ordering Party may postpone the delivery of specific Goods or the date of performance of the Production Service covered by the Order previously submitted to the Supplier by a maximum of 3

months in relation to the agreed date of delivery of the Goods/performance of the Service. Deferment of delivery of Goods/Service performance will be based on a written request sent to the Supplier. This request will be sent no later than 14 days before the agreed delivery/Service performance date. In the event of deferment of delivery of Goods, the Supplier shall be obligated to properly secure the Goods and store them in a location where they will not be exposed to the risk of damage.

7. Deferment of delivery of Goods or Service performance date will not affect the price of the Goods or the pricing of the Service. The Ordering Party shall inform the Supplier when the performance of the Production Service or delivery of the Goods intended for storage is required, but no later than 7 days before the delivery of the Goods/performance of the Service, taking into account the first sentence.

V. GUARANTEE AND WARRANTY

1. The Supplier warrants that the Goods delivered or the Production Services provided by it under the Order are in accordance with the Order, specifications, drawings and any other requirements of the Agreement or the Order.
2. The Supplier guarantees that the Goods delivered by it are new, of good quality, free from defects and faults, checked, suitable and fit for use in accordance with the intended purpose and the terms specified in the Agreement or Order, as well as properly designed and made of suitable materials.
3. The Supplier warrants that the Goods will be made (and if it results from the Agreement or the Order – also mounted/installed) in accordance with the legal regulations in force, in particular health and safety regulations, fire protection regulations, environmental protection regulations, Polish Standards and standards in force in the European Union.
4. Unless otherwise agreed, the Supplier guarantees that the parts provided by the Ordering Party have been professionally installed and used during the execution of the Order.
5. The Supplier warrants that the Services provided by it shall be performed in accordance with applicable legal provisions, the Agreement/Order and any instructions of the Ordering Party and in accordance with the relevant standards, the state of technical knowledge, as well as any design documentation provided.
6. The Supplier hereby grants the Ordering Party a 36-month warranty for the subject matter of the Order, unless the Parties have agreed otherwise, starting from the date of the official acceptance of the subject of the Order in the case of Services, and in the case of Goods, from the date of their acceptance into the Ordering Party's warehouse without any complaints in accordance with Section III, point 8 of the GTC. In the event of partial delivery of Goods or partial acceptance of Services under an Order, the warranty period shall commence from the date of delivery of the last batch of the Order in the case of Goods, or the date of the final acceptance report in the case of Services.
7. The Parties agree that the warranty period shall be equal to the warranty period provided by the Supplier.

8. The Supplier shall be liable to the Ordering Party for any physical and legal defects, including latent defects, of the delivered Goods and Services.
9. If any defects are discovered during the warranty and guarantee period, the Supplier shall be obligated to remove them or, in the event of two unsuccessful interventions, to deliver a new, defect-free item or to re-perform the service without defects. The Supplier shall remove defects or deliver items free of defects within 7 days from the date of the Ordering Party's request in this regard. The complaint report form is attached as Appendix No. 2 to the GTC.
10. After the ineffective expiry of the deadline set out in point 9 for the removal of the reported defects or the delivery of items or Services free of defects, the Ordering Party may remove the defect or perform the Service itself or commission a substitute service by a third party at the Supplier's expense and risk.
11. The Supplier shall remove, free of charge, any deficiencies that prevent the operation of the Ordered Goods or the use of the service provided for its intended purpose, and that are discovered during the warranty and guarantee period.
12. If the delivery of defective Goods or defective performance of the Service results in additional costs for the Ordering Party, such as dismantling, reassembly, adjustment, loss of materials, raw materials and parts, these costs will be borne by the Supplier. In such a case, the Supplier also undertakes to reimburse the Ordering Party for all costs (primarily statutory/contractual/delay interest/in commercial transactions, including the costs of recovering receivables in the amount of EUR 40, penalties, value of damages or lost profits) that may be charged to the Ordering Party by third parties as a result of the Ordering Party using the Goods delivered by the Supplier or using the Services provided by the Supplier as part of the Ordering Party's final products, when such damages and burdens result from defective delivery of the Goods/defective provision of Services by the Supplier, impossible to detect in the manner described in Section III of the GTC.

VI. TERMS OF PAYMENT

1. If the Parties have not agreed on other payment terms in writing or otherwise indicated on the bill or invoice, payment for the Goods or Services covered by the Agreement or Order will be made within 90 days from the date of receipt by the Ordering Party of a properly issued VAT invoice together with the attached acceptance report signed by both parties in the case of Services, and the 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, as specified in Sections III and V of the GTC, within 48 hours of acceptance of the Goods indicated by the date of day and time in the delivery document, as well as the acceptance of the Goods in the Ordering Party's warehouse.
3. The basis for issuing an invoice for the Services provided by the Supplier will be the Services acceptance report, signed by both parties without reservations, specified in Section III of the GTC. If

the Ordering Party receives a VAT invoice from the Supplier prior to signing the acceptance report of the Service, the payment deadline for the VAT invoice shall be extended without charging the Ordering Party with default interest until the date of receipt by the Ordering Party of the mutually signed acceptance report.

4. If the parties so agree in writing, the basis for settlement may be a currency other than the Polish currency (PLN). The Ordering Party uses, and the Supplier/Seller/Service Provider accepts, settlements with the Ordering Party in currencies such as m.in: PLN, EUR, USD, CZK, CAD. Any and all currency conversions shall be at the National Bank of Poland (NBP)'s average exchange rate and in effect on the day preceding the invoice issuance.
5. The invoice must be issued no later than 5 business days after the acceptance of the Service, documented by the acceptance report specified in point 3, or within 5 business days following the expiry of 48 hours of the Goods' delivery note being issued to the Ordering Party and their acceptance into the Ordering Party's warehouse without any complaint as specified in point 2.
6. Starting from the date of introduction of the obligation to issue invoices exclusively electronically via the Polish National Electronic Invoicing System (KSeF), structured invoices in electronic form will be issued using KSeF in accordance with the legal requirements.
7. The invoice must contain the Ordering Party's tax identification number, the Order number, the number of Goods with their specifications, the specification of the Service, as well as the individual price of the Goods/Services. The absence 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/provision of Services entitles the Ordering Party to withhold payment of the Supplier's remuneration without the obligation to pay statutory interest for late payment/for delay in commercial transactions – until a properly issued correction of the invoice and the delivery document of the Goods or the acceptance report of the Service in accordance with the GTC is presented to the Ordering Party.
8. A visualization of the structured invoice with a QR code and the KSeF identification number can be sent to the following address: efaktury@autorobotstrefa.pl. Any attachments to the structured invoice should be sent on the date the invoice is received by KSeF and the KSeF identification number is assigned, as a PDF file to the following address: efaktury@autorobotstrefa.pl.
9. Pursuant to Articles 106nh and 106nf of the VAT Act, in the event of unavailability or failure of the KSeF system, the invoice should be sent immediately to: efaktury@autorobotstrefa.pl, but no later than 3 business days after the unavailability or failure of the KSeF system ceases.
10. An invoice structured using the KSeF pursuant to Article 106gb section 1 of the Act of 11 March 2004 on Goods and Services Tax, in addition to tax-related effects, also produces civil law effects, and its appearance in the KSeF system starts, in particular, the payment deadline specified in the content of that invoice, with the proviso that in the event of issuing an invoice contrary to section 7 indicated on the issued invoice, the payment deadline does not start running until the erroneously issued invoice is corrected. The Company shall not be obliged to make a payment in the event of an invoice issued in a manner that does not take into account the rules applicable in the KSeF system. In such a situation, no late payment interest will be charged.

11. The remuneration will be paid by bank transfer after the date of issuing the invoice structured in the KSeF system, subject to section 10, to the bank account number that is included in the list of VAT taxpayers kept by the Head of the National Tax Administration (the so-called White List of VAT taxpayers).
12. The date of payment is considered to be the date of debiting the Ordering Party's bank account or, in the case of payment in cash, the date of receipt of cash to the Supplier's cash register.
13. If the invoice due date falls on a Saturday or a public holiday, the invoice payment is due on the following business day.
14. The Supplier may not reserve the right of ownership of the Goods/Services until the price is paid by the Ordering Party. All Goods/Services shall become the property of the Ordering Party at the moment of acceptance of the Goods/Services by the Ordering Party within the meaning of Section III of the GTC.
15. Unless otherwise agreed otherwise in writing, the Ordering Party shall not be obligated to accept nor pay for additional Goods/Services, the production or provision of which is necessary for technological reasons or related to the manner and quality of the Services provided/Delivery of Goods.
16. If, for reasons attributable to the Supplier, the Ordering Party is not entitled to deduct VAT from the invoice issued by the Supplier or it is disputed by the tax authorities, the Supplier shall pay the Ordering Party the documented value of the damage incurred in connection with this as compensation.
17. The Contracting Authority represents that it is an active VAT payer and that it is entitled to receive invoices. By accepting the Order, the Supplier represents that on the date of its acceptance it is an active VAT taxpayer. In the event of a change in this status during the period of execution and settlement of the Order, the Supplier shall be obligated to inform the Ordering Party thereof within 7 days from the date of the change in the taxpayer's status.

VII. WITHDRAWAL FROM COMPLETING THE ORDER, CONTRACTUAL PENALTIES

1. The Ordering Party may withdraw from the Order/Agreement due to the fault of the Supplier/Seller/Service Provider immediately without setting an additional deadline for remedying the violations if the Supplier/Seller:
 - grossly violates the terms of the Order, Agreement or GTC;
 - becomes threatened with insolvency;

- receives a motion to initiate bankruptcy, composition, or restructuring proceedings against it;
 - becomes subject to liquidation;
 - loses the authorizations necessary to provide the services as per Order/Agreement.
2. The Ordering Party reserves the right to withdraw from the Order due to the Supplier's fault, with immediate effect, without setting an additional deadline for remedying the violations, if corruption is discovered during the conclusion or performance of the Order/Agreement. The right of withdrawal may then be exercised within 12 months of the Ordering Party becoming aware of the basis for withdrawal indicated above.
 3. In the event of withdrawal from the performance of the Agreement due to the fault of the Supplier under the conditions specified in points 1 and 2, the Ordering Party shall have the right to charge a contractual penalty in the amount of 20% of the gross value of the Order.
 4. If the Goods/Services delivered by the Supplier are defective, the Ordering Party shall be entitled to withdraw from the Agreement after requesting the Supplier to repair or replace the Goods with defect-free Goods or to perform the Service without defects within 7 days. In such a case the period of withdrawal shall be 14 days, counted from the ineffective expiry of the 7-day period indicated in the Supplier's request. The Ordering Party has the same right in the event of defective Goods/Services delivered and received in batches – the so-called partial deliveries/services.
 5. If the Ordering Party withdraws from the Agreement for the reasons indicated in point 4, the Supplier shall be obligated to pay to the Ordering Party a contractual penalty in the amount of 20% of the gross value of the Order. In the case of deliveries or partial acceptances, the contractual penalty is 20% of the gross value of the already completed batches of the Order or partially provided Services.
 6. In the event of a delay in the replacement of the Goods for a new one, in the removal of defects of the Goods or Services identified upon acceptance or during the guarantee and warranty period for reasons other than force majeure defined in these GTC, the Supplier shall pay the Ordering Party a contractual penalty in the amount of 0.8% of the gross value of the Goods or Services for each commenced 1 day of delay, not more than 20% of the gross value of the Goods/Services specified in the Order.
 7. In the event of a risk of delay in the delivery of the Goods or the provision of the Service, the Supplier is obliged to immediately, no later than within 2 days of becoming aware of the possibility of delay or the possibility of becoming aware of such information, inform the Ordering Party about the expected period of delay and the reason for its occurrence. Failure to comply with the above obligation on the part of the Supplier will entitle the Ordering Party to withdraw from the Agreement due to the fault of the Supplier on the terms specified in points 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 its discretion, either withdraw from the Agreement on the terms specified in points 1 and 3 or entrust the performance of the Order to a third party at the Supplier's expense (the so-called substitute performance).

9. In the event of a delay in the date of full delivery of the Goods/the date of performance of the Service, as well as in the date of partial delivery of the Goods/partial performance of the Service for reasons other than force majeure defined in the GTC, the Supplier shall be obligated to pay to the Ordering Party a contractual penalty in the amount of 1% of the gross value of the Goods/Service specified in the Order or to be delivered in a given part for each 1 commenced day of delay in the delivery of the Goods/performance of the Service or partial delivery Product/performance of the Service partially in a given batch – but not more than 20% of the gross value of the Goods/Service delivered/provided with a delay.
10. The documentary basis for the calculation of contractual penalties will be the Ordering Party's debit note submitted to the Supplier. Contractual penalties shall be payable within 7 days from the date of submission of the debit note to the Supplier.
11. In the event that the damage caused to the Ordering Party is higher than the amount of the reserved contractual penalty, the Ordering Party shall be entitled to seek compensation on general terms in the amount higher than the reserved contractual penalty.
12. The provisions of this Section do not affect the other grounds for withdrawal from the Agreement, as well as the calculation of contractual penalties indicated in the other provisions of the GTC. The provisions of the Section shall then apply accordingly.

VIII. TERMINATION OF THE AGREEMENT

1. The Ordering Party may terminate the Agreement, in whole or in part, without giving any reason, by giving the Supplier 30 calendar days' written notice. In such a case, the Ordering Party will pay the Supplier the value of the Goods delivered or Services performed that have not yet been paid for, as well as proven, reasonable direct costs incurred by the Supplier in connection with the Goods or Services that have not been delivered or performed. However, in no event will these payments exceed the agreed price of the Goods or Services under the Agreement/Order. The Supplier shall not be entitled to any additional remuneration.

IX. CONFIDENTIALITY

1. Any information resulting directly from these GTC, as well as information obtained by the Supplier in connection with the execution of the Order/Service provided, including in particular all organizational, commercial and technical information concerning the Ordering Party and not made available to the public, shall be considered confidential by the Parties and as such shall not be disclosed to third parties. This commitment 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 concerning the volume of trade, applied prices, discounts, product specifications, logistics agreements, technological data, under pain of withdrawal by the Ordering Party from the Agreement/Order for reasons solely attributable to the Supplier on the terms set out in Section VII(1) of the GTC.

2. The Supplier represents that it shall not use confidential information for purposes other than those related to the execution of the Order/Agreement/provision of the Service and that it shall provide such information with appropriate protection appropriate to its confidential nature. The confidentiality undertaking shall remain in full force after the Order/Agreement/Service has been completed and may only be waived with the Ordering Party's written consent, otherwise being null and void.
3. If the Ordering Party withdraws from the Agreement/Order for the reasons indicated in point 1, the Supplier shall be obligated to pay to the Ordering Party a contractual penalty in the amount of 20% of the gross value of the subject matter of the Order.
4. In the event of a breach of the obligations indicated in point 2, the Ordering Party reserves the right to demand from the Supplier the payment of a contractual penalty in the amount of PLN 50,000.00 (fifty thousand Polish zlotys) for each breach.

X. AUDIT CLAUSES

1. During the execution of the Order/provision of the Service, the Supplier is obligated to provide the Ordering Party with explanations regarding the Delivery process, the progress of Service completion, and the Order/Agreement implementation upon request.
2. The Supplier agrees that the Ordering Party may audit the Supplier's manner of execution of the Order and the performance of the Service in accordance with the current ISO and PN-N standards applicable in this regard.

XI. CORPORATE AND ETHICAL CLAUSES

1. Within the scope of mutual cooperation resulting from the Order, the Parties undertake to counteract and not to undertake any actions that could be considered unethical, illegal and, in particular, of a corrupt nature.
2. The Supplier declares that it did not offer or transfer any financial benefits in order to influence the Ordering Party's decision on the selection of its offer, did not influence the selection of the Contracting Authority in a manner contrary to the law or good morals and did not participate in any agreements or arrangements with other third parties that would be aimed at influencing the choice of the Ordering Party.
3. The Supplier represents that, to the best of its knowledge, on the date of confirmation of acceptance of the Order for performance, there is no conflict of interest that could constitute an obstacle to the proper performance of the Order by the Supplier, affect its impartiality, quality of work and services performed, independence or reliability. The Supplier undertakes to exercise due diligence to the extent required for its business activity and to take actions aimed at avoiding conflicts of interest.

4. If any of the activities described in points 1-3 are discovered, the Party that has discovered them shall be obligated to immediately inform the other Party. The Parties undertake to resolve any disputes amicably by taking joint actions to prevent conflict, with particular consideration of the broad interests of the Ordering Party and the principles of business ethics.

XII. REFERENCES, ADVERTISING

The Supplier may not use materials and information about cooperation with the Ordering Party, in particular for reference and advertising purposes, without the prior written consent of the Ordering Party. The Supplier shall be liable under general principles of law for any resulting damage to the Ordering Party and lost profits.

XIII. VIOLATION OF PATENT AND OTHER RIGHTS OF A THIRD PARTY

1. The Supplier guarantees that there are no valid patents or other industrial property rights, copyrights and other related rights and know-how of third parties that could be infringed by the Ordering Party as a result of the use or disposal of the purchased Goods/Services.
2. The Supplier shall be liable for any breach of obligations related to the execution of the Order and shall be obliged to pay damages arising therefrom, unless it proves that it is not responsible for the breach.
3. The Supplier shall indemnify the Ordering Party against any liability for any claims by third parties in connection with the Goods/Services, parts and materials supplied on the basis of a patent, license or registered design. In the event of proceedings being brought in respect of such claims, the Supplier shall provide direct defence to the Ordering Party at its own expense.
4. The Supplier guarantees that the ordered Goods/Services are free from any third-party rights, and that the Goods/Services can be processed and used without causing any harm to third parties. However, if it turns out that third-party rights to the delivered Goods/Services exist, the Supplier shall be obligated to provide the Ordering Party with the required documents and fully support them in defending against such claims. The Supplier shall be fully liable under general principles for any damages incurred by the Ordering Party as a result.
5. Upon receipt of the Goods/Service, the Supplier undertakes to transfer to the Ordering Party all copyrights to the subject of the Delivery resulting from the Supplier's original work within the meaning of the Copyright and Related Rights Act, and which will arise as a result of the execution of the Order, unless otherwise results from the Order or the Agreement. In such a case, the remuneration specified in the Order will each time include the remuneration from the transfer of copyright, unless otherwise agreed by the Parties. Upon receipt of the subject of the Delivery, the Supplier shall transfer to the Ordering Party all copyrights without time and territorial restrictions in all fields of exploitation possible at the time of concluding the Agreement.

XIV. FORCE MAJEURE AND CORRESPONDING LIABILITY ISSUES

1. The Parties shall not be liable for the consequences of partial or total failure to perform their obligations under the Agreement/Order caused by force majeure, understood as all events that cannot be foreseen or prevented at the time of concluding the Agreement or placing the Order and which are beyond the control of either Party, in particular: war, internal unrest, acts of terror, industrial disasters, strike, flood, fire, earthquake and other natural disasters.
2. A party that is unable to meet its obligations due to force majeure shall be obliged to immediately notify the other Party of this fact no later than within 5 days of the occurrence of such an event, as well as to present credible evidence of the above circumstances.
3. When the force majeure event ceases, the other Party shall be notified immediately. Failure to comply with the above requirement will result in the loss of the right to invoke force majeure.
4. The Supplier shall be fully and solely responsible for any accidents at work and occupational diseases of its employees and subcontractors in connection with the delivery of the Goods or the provision of the Services.
5. The Supplier shall be solely responsible, without limitation, for all claims and lawsuits filed by its employees, subcontractors, or other parties with whom it has a civil law relationship. The Supplier will indemnify and hold the Ordering Party harmless from and against any claim, proceeding, suit, penalty, loss, cost, damages, and expense arising from or related to such claims or lawsuits, and any non-compliance with any laws, regulations, codes of practice, guidelines, or other requirements of any applicable government or governmental body applicable to the Supplier, issued by its employees, subcontractors, or other parties with whom it has a civil law relationship. The Supplier agrees to appear in court at its own expense if requested to do so by the Ordering Party, to confirm its status as sole and exclusive employer or principal/service recipient, and to provide the Ordering Party with all requested documents and information necessary to ensure proper legal defence of the Ordering Party in court.
6. The Ordering Party shall be entitled to make payments due to the Supplier's employees or subcontractors and to the parties to civil law contracts concluded with the Supplier providing the Services or delivering the Goods under the Agreement/Order in order to avoid court, enforcement, pledges and other encumbrances. Such payments may be made by withholding remuneration for the Supplier, by deductions or in any other way, of which the Ordering Party shall inform the Supplier in writing. The Supplier shall provide any support requested by the Ordering Party in connection with such payments and shall reimburse the Ordering Party for all payments made.
7. Without prejudice to any applicable mandatory law, the Supplier shall, without any restriction, indemnify and hold harmless the Ordering Party against any liabilities, damages, costs, losses or expenses incurred by the Ordering Party as a result of the Supplier's breach of the Agreement. The Supplier shall, without any limitations, indemnify against and release the Ordering Party from liability

in the event of any claims pursued by third parties in connection with the Goods or Services, including but not limited to infringement of a third party's Intellectual Property Rights.

8. The Supplier shall be responsible for the control and direction of all its employees or subcontractors and shall be liable for their acts or omissions as if they were acts or omissions of the Supplier.
9. At all times during the performance of Order/Services, the Supplier shall keep in full force and effect and maintain appropriate professional or business and product liability insurance and statutory accident insurance/employer's liability insurance with reputable and financially strong insurance companies. At the request of the Ordering Party, the Supplier shall provide evidence thereof, but this shall not release the Supplier from liability towards the Ordering Party. The sum insured shall not be deemed as a limitation of Supplier's liability.

XV. SUBCONTRACTING

1. The Supplier may engage subcontractors only upon a prior written/electronic consent of the Ordering Party. This condition also applies in the case of a change of subcontractor during the performance of the Agreement and in case of further subcontracting.
2. When engaging subcontractors, the Supplier is obligated to enter into an additional confidentiality agreement with the subcontractor, containing confidentiality obligations of the subcontractors at least equivalent to the Supplier's obligations arising from the confidentiality agreement concluded with the Ordering Party.
3. Before each disclosure of confidential information to a subcontractor, the Supplier shall request the Ordering Party's authorization for the subcontractor.
4. A subcontractor in possession of the Ordering Party's confidential information shall be obligated to:
 - keep confidential any information of which it has become aware during or in connection with the performance of tasks entrusted by the Supplier,
 - inform their employees about keeping information confidential,
 - protect confidential information and handle it in accordance with the rules for handling confidential information,
 - not to share confidential information with third parties,
 - inform the Supplier of any suspected breaches of personal data protection and confidential information.
5. The Supplier shall be fully liable for the acts and omissions of subcontractors and further subcontractors to the same extent as if they were its own acts, omissions, defaults and negligence.

6. Failure to pay remuneration to subcontractors and further subcontractors by the Supplier entitles the Ordering Party to withhold payment of remuneration to the Supplier without the obligation to pay interest for delay until the Supplier fully settles the accounts with its subcontractors and further subcontractors.

XVI. SET-OFFS, ASSIGNMENT OF RECEIVABLES

1. If the Ordering Party finds grounds for charging contractual penalties, the Ordering Party has the right to deduct the contractual penalty from the Supplier's remuneration.
2. Regardless of the form of settlement, the Ordering Party will issue a debit note to the Supplier for the amount of the contractual penalties.
3. Any claims the Supplier may have against the Ordering Party in connection with the Order/Agreement, as well as the completed delivery of Goods/Services, may not be transferred to third parties without the prior written consent of the Ordering Party.
4. The Supplier may not offset any receivables owed to the Supplier against its own receivables (including, in particular, remuneration) without the written consent of the Ordering Party.
5. The Ordering Party is entitled to offset any receivables owed to the Supplier, regardless of their type, against any receivables owed to the Supplier.

XVII. ISSUES OF DISPUTE

1. The GTC constitute an integral part of the Order submitted to the Supplier by the Ordering Party/the Agreement entered into by the Parties. In the event of a contradiction or discrepancy between the GTC and the content of the Order or Agreement, the content of the Order or Agreement shall prevail.
2. The GTC shall prevail over other applicable contract terms, regulations, and templates used by contractors.
3. The GTC may be unilaterally amended, modified, and some of its provisions may be excluded from application by the Ordering Party in the Orders submitted by the Ordering Party to the Supplier or appendices to the Orders specified as Special Terms and Conditions of the Order. Any provisions deviating from the GTC must be agreed upon by the Parties in writing under pain of nullity.
4. Any terms or conditions specified by the Supplier in the Order confirmation and included in the General Conditions of Delivery/Sales applicable to the Supplier, which modify, supplement or otherwise differ from the terms and conditions set out in the Order/Agreement and the GTC, and which have not been agreed upon by the Parties pursuant to point 3, shall be inadmissible, invalid, and ineffective and shall be deemed unreserved. In such a case, the agreement concluded by the Parties shall be treated as concluded under the terms and conditions specified in the Order placed by the Company.

5. The commercial terms proposed by the Supplier, different from those set out in the GTC/Order/Agreement, should be subject to additional negotiations between 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 Terms and Conditions of the Order and the General Terms and Conditions of the Order, the Special Terms and Conditions of the Order shall prevail.
7. In the event of a conflict between the Special Terms and Conditions of the Order and the Order or Agreement, the provisions of the Order or Agreement shall prevail, regardless of how the Special Terms and Conditions of the Order were determined.
8. The ineffectiveness and invalidity of any of the provisions of the GTC shall not affect the validity of the remaining terms or other parts of the GTC.
9. Notwithstanding the terms of the GTC, the Agreement between the Parties may be amended in the event of the introduction of generally applicable legal acts, which impose additional obligations on the Parties. In particular, the Ordering Party may invoke any amendment to the regulations that will result in changes to operating costs or public law liabilities, and therefore, a change to the Agreement already concluded but not yet performed between the Parties.
10. Any changes and additions to the General Terms and Conditions of Order must be made in writing under pain of nullity.
11. If the General Terms and Conditions of Purchase stipulate that a specific action must be performed in writing, it must be treated as such, otherwise it will be null and void.

XVIII. APPLICABLE LAW, JURISDICTION

1. In matters not governed by the GTC, as well as by the Special Terms and Conditions of Order agreed by the Parties, the relevant provisions of Polish law shall apply, in particular the provisions of the Civil Code, shall apply.
2. The provisions of Polish law shall apply exclusively to the Agreements concluded by the Ordering Party, including those concluded with entrepreneurs based outside Poland. For agreements concluded with entrepreneurs based outside Poland, the application of the United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980, is excluded in the case of agreements concluded with entrepreneurs based outside Poland.
3. The Parties shall endeavour to amicably resolve any disputes arising from the performance of the Order/Agreement covered by the GTC. In the event of a dispute concerning the interpretation of the content of the Order/Agreement/GTC or concerning the performance of the Order/Agreement, which the Parties are unable to resolve amicably, the competent court will be the court with jurisdiction over the Ordering Party's registered office in Poland. In contracts with entrepreneurs based outside Poland, Polish courts have exclusive jurisdiction. In matters concerning agreements with

entrepreneurs having their registered offices outside Poland, Polish courts shall have exclusive jurisdiction.

XIX. FINAL PROVISIONS

1. These GTC shall apply to all orders executed for the Ordering Party starting from 30.04.2019. For orders preceding this date, the existing regulations shall apply.
2. The current and regularly updated GTC are available for viewing at the Ordering Party's registered office and on the website www.autorobotstrefa.pl.
3. The Appendices shall constitute an integral part of the GTC.

Appendices to the GTC:

Appendix No. 1 –Acceptance Report

Appendix no. 2 – Complaint Report

Appendix No. 3 – GDPR Information Clause

Appendix no.1

	Protokół odbioru technicznego częściowego/końcowego robót/ Benestare alla fatturazione-collauda tecnico parziale/finale / Report - Partial technical acceptance / Final acceptance	F 8.6 – 01
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- 1.Nr Zamówienia/Ordine n./PO Number
- 2.Wykonawca/Fornitore/Supplier.....
- 3.Protokół spisany w dniu/Benestare del/Report date
- 4.Opis prac/Descrizione lavori/Work description.....
- 5.Termin wykonania prac/Termini esecuzione lavori/Term of execution of work
 - wg zlecenia/zamowienia/previsto dall'ordine/planned date in PO.....
 - rzeczywisty/effettivo/real date.....
 - opóźnienie/ritardo/delay.....
- 6.% zaawansowania prac w okresie rozliczeniowym/% di avanzamento lavori inerenti al benestare/% of work progress inherent in the report.....
- 7.% zaawansowania prac narastająco od początku budowy/% avanzamento globale/global work progress.....
8. Ocena wykonania prac/Valutazione esecuzione lavori/Evaluation of work execution
9. Wyniki niezbędnych pomiarów I ich ocean/Risultati controllo (collaudo)/The results of the necessary measurements and their evaluation
10. Zalecenia – uwagi AUTOROBOT/note AUTOROBOT/Recommendations – Autorobot comments
- 11.Okres gwarancji liczony od daty odbioru końcowego/Periodo di garanzia a partire dal collaudo/Warranty period calculated from the date of final acceptance
12. Wykonawca ponosi odpowiedzialność za wady nieuwidnione w czasie odbioru, a stwierdzone w okresie późniejszym i jest zobowiązany je usunąć względnie pokryć koszty wynikłe z ich usunięcia. /Il fornitore si assume la responsabilita' per i difetti nascosti non riscontrati durante il collaudo con l'obbligo di ripararli/The Contractor shall be liable for defects not discovered at the time of acceptance, but discovered at a later date and shall be obliged to remove them or cover the costs resulting from their removal
- 13.Zagospodarowanie odpadów/Modalità smaltimento rifiuti/Waste disposal

Przedstawiciele AUTOROBOT
Rappresentanti AUTOROBOT
Representatives AUTOROBOT

Przedstawiciele WYKONAWCY
Rappresentanti FORNITORE
Representatives CONTRACTOR

1.....
2.....
3.....
Edition:2

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

Appendix no.2

Gliwice, on

COMPLAINT REPORT

No. /

Ordering Party (Complaining Entity)	Autorobot - Strefa Sp. z o.o. Secretary's Office: 29 L. Wyczółkowskiego Street, tel. +48 32 7753390 44-109 Gliwice PL fax. +48 32 7753385 KRS 000 015 67 75 e-mail: autorobot@post.pl NIP 634 226 66 84 http://www.autorobotstrefa.pl Regon 273 831 324
Supplier	
Applies to Order No.	
Date of purchase of the Goods/receipt of the Service	
Delivery/Receipt location	
Invoice number	
Name of the goods/services under complaint(catalogue number) and quantity	

Reason for the complaint /detailed description of the defect/damage of/to goods/faulty service performance/	
Date of discovery of defect/damage of/to goods/ faulty service performance	
Complaining Entity's request regarding the complaint procedure	

The Supplier will consider the complaint within 14 business days of receiving the complaint report.
Remarks

--

Supplier's decision on how to handle the complaint

--

Complaining Entity:

.....
/location, date and signature of the authorized person/

**INFORMATION CLAUSE
-GDPR-GTC-
(VALID IN SITUATIONS REGULATED BY THE GENERAL TERMS AND CONDITIONS APPLICABLE TO THE
CONTROLLER)**

In accordance with art. 13 sec. 1-2 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) – hereinafter referred to as the "GDPR", Autorobot Strefa Sp. z o.o., as the Ordering Party, provides the Supplier and other entities cooperating with it within the framework of the performance of the Agreement/Order, to the extent that the mutual cooperation of the Parties involves the collection of any personal data of natural persons, with the following information:

1. The Controller of your personal data is: Autorobot-Strefa Sp. z o. o., L. Wyczółkowskiego 29, 44-109 Gliwice, Poland, KRS 000 015 67 75, NIP 634 226 66 84, Regon 273 831 324.
2. The contact details of the Data Controller are: Autorobot-Strefa Sp. z o. o., L. Wyczółkowskiego 29, 44-109 Gliwice, Poland; Secretary's Office: tel. +48 32 7753390, fax. +48 32 7753385, e-mail: autorobot@post.pl, <http://www.autorobotstrefa.pl>.
3. The Controller will process your personal data solely for the purpose of performing the Agreement/executing the Order with a Contractor related to you by a civil law or employment relationship, within the scope of the functions or activities entrusted to you to perform certain functions or activities, as well as in the course of possible pursuit of certain claims of the Controller before a common court or arbitration court in accordance with the principles listed in Article 5 of the GDPR. The processing of your personal data may be related to the performance by the Controller of the obligations imposed by law, in particular for the purposes of keeping accounting and tax documentation, health and safety obligations, maintaining the rules of operation on the site, IT service, etc.
4. It is unacceptable to process your data for the purpose of direct marketing.
5. You have the right to object to the processing of your data at any time, processed for the purposes and on the basis indicated above. The Controller will cease processing your data for these purposes unless it can demonstrate compelling legitimate grounds that override your interests, rights, and freedoms, or if your data is necessary for the Controller to establish, pursue, or defend potential claims.
6. The Controller will retain your data for the period necessary to maintain contractual, accounting, and tax documentation and for the proper performance of the Contract/Order, but no longer than the statute of limitations for tax liabilities, the statute of limitations for pursuing claims, or the expungement of criminal convictions.
7. The recipients of personal data are authorized employees of the Controller and, in the case of entrusting the service to other entities, their authorized employees, as well as administrative bodies, services or institutions that request access to the Controller within the framework of their rights arising from legal provisions or to which the Controller transfers personal data on the basis of the authorization specified in legal provisions. The recipients of personal data may also be common and arbitration courts in connection with the Controller taking legal action against a given entity.
8. Personal data may be transferred to the processor, i.e.

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 INDÚSTRIA DE MATERIAL COMPOSTO LTDA. ALAMEDA BOM PASTOR, 1683 – BAIRRO CAMPINA 83015-140 SÃO JOSE DOS PINHAIS PR, NIP: 09.138.393/0001-79;

Effort 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 Controller and therefore organizationally related to it. Appropriate safeguards have been ensured through the use of standard contractual clauses, in particular pursuant to Article 46 paragraph 2 point c of the GDPR in conjunction with Article 46 (5) of the GDPR.

9. Pursuant to the GDPR, you have the right to: access your data and receive a copy thereof; rectify (correct) your data; request deletion, restriction or objection to their processing; transfer your data; and lodge a complaint with the President of the Personal Data Protection Office. Refusal to provide personal data may, therefore, hinder or prevent proper cooperation with the Controller's Contractor, due to reasons beyond the Controller's control.
10. Providing your personal data is voluntary, but necessary to fulfil the Controller's obligations related to the conclusion and execution of the Agreement/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 Controller's Contractor, due to reasons beyond the Controller's control.
11. Please be advised that the Controller does not make decisions using automated means, 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 special category) at any time. Withdrawal of consent does not affect the lawfulness of processing carried out in accordance with the law but before its withdrawal.
13. Acceptance of the Agreement/Order/Delivery and Acceptance Protocol document or taking any other action in the course of cooperation with the Controller on the basis of the authorization granted by the Controller's Contractor/other Entity cooperating with the Controller shall also constitute a declaration of acceptance of the above information.
14. The Supplier and other Entities cooperating with the Controller undertake to inform the persons authorized by them in the course of the Agreement/Order or other cooperation with the Controller about the need to provide personal data to the Controller in the course of mutual cooperation and about the content of the information clause made available for this purpose by the Controller.
15. The clause is an integral part of the GTC in force at the Controller and is available together with them for permanent viewing and reproduction on the Controller's website.
16. At the same time, the Controller is subject to a general GDPR information clause made available for permanent viewing and reproduction on its website, which is applicable in situations other than those resulting 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 constituting an integral part of the GTC applicable to the Controller, the wording of the clause resulting from the GTC shall prevail.