General Terms and Conditions of Purchase

Solvera Gawel Technology S.A. with its registered office in Łąka

1. General principles.
	1. The purchase of any goods, commodities, equipment, tools and services by Solvera Gawel Technology S.A., hereinafter referred to as the Purchaser and/or Solvera, shall only take place in accordance with the provisions of these General Terms and Conditions of Purchase, hereinafter referred to as the "GTCP".
	2. The General Terms and Conditions of Purchase constitute an integral part of all purchase and sale or service contracts concluded with Solvera and shall apply to them unless the parties to the contract have expressly agreed otherwise. Any deviation from the application of the GTCP shall be confirmed in writing under pain of nullity.
	3. If general terms and conditions of contracts, including the Supplier's general terms and conditions of sale, are partially or entirely contradictory to

these General Terms and Conditions of Purchase, the GTCP shall prevail.

* 1. The GTCP shall be communicated to the Supplier when the Purchaser places an order or before the Purchaser accepts the Supplier's offer, at the latest. If the Supplier has an established business relationship with Solvera, its acceptance of the GTCP with the first order made to Solvera shall be deemed to be the acceptance of the GTCP for all subsequent orders as well as purchase and sale or service contracts, until their content is changed or revoked.
	2. By confirming the order, the Supplier declares that it accepts the GTCP and undertakes to comply with them.
	3. If the Supplier does not agree with the terms and conditions of the GTCP, it shall immediately notify the Purchaser in writing, before the processing of the order. In that case, the Purchaser shall have the right to cancel the order. In that case, the Supplier shall not be entitled to any claims against Solvera.
1. Contract conclusion conditions.
	1. The contract shall be deemed concluded when:
		* the Supplier confirms acceptance of the order within the time limit and in the manner described in the order, upon acceptance of the order,
		* bilateral contract is concluded between the parties,
		* the Supplier's offer is accepted by Solvera.
	2. Any modification to the GTCP or other special conditions included in the Purchaser's order or the declaration of acceptance of the Supplier's offer by the Supplier without the agreement with the Purchaser shall not be binding to the Purchaser and may result in the Purchaser's cancellation of the placed order or acceptance of the Supplier's offer without the Supplier's right to make any claims on that account. Any amendments to special terms and conditions of an order, acceptance of an offer or the GTCP shall only be possible and binding for the parties if the Purchaser agrees thereto and confirms that fact in the form of a written annex to the order or contract.
	3. The Supplier shall confirm the Purchaser's order in writing or electronically (e-mail).
	4. Failure to confirm the order within 3 working days from the date of sending the order shall be tantamount to acceptance of the order on the terms and conditions specified by Solvera in the order.
	5. The Supplier shall not have the right to assign the performance of the contract to third parties without the consent of the Purchaser.
	6. The contract shall be deemed performed when the goods/services delivered to the Purchaser comply with the

the order, in particular in terms of: delivery date, quality, quantity and price.

* 1. The Supplier shall include the order number in any correspondence and delivery documents (shipment specification, goods dispatched note, invoice).
1. Price and payment.
	1. For mutual settlement between the parties, the prices specified in the Purchaser's order confirmed by the Supplier or acceptance of the Supplier's offer shall be binding.
	2. The agreed prices shall be considered fixed and unchangeable. Subsequent price increases without amending the contract shall not be possible. Unless otherwise provided in the contract, the price shall include all applicable local taxes and charges other than sales tax, VAT or other similar turnover taxes and charges. VAT shall be specified in the invoice.
	3. The price shall also include remuneration for the Supplier's transfer of proprietary rights, granting of licences, consents and any authorisations to use and/or dispose of the Supplier's goods or other products delivered by the Supplier to Solvera as part of the performance of the contract.
	4. The prices on the invoice must be the same as those in the Purchaser's order otherwise the invoice shall not be accepted by the Purchaser.
	5. Any potential advances paid to the Supplier by the Purchaser shall be included in the net value of the invoice for the goods or provided services.
	6. In the event of a qualitative or quantitative complaint, the Purchaser shall be entitled to withhold payment of the price in part or in full until the cause of the complaint is removed, and the agreed discount terms shall apply from the moment the cause of the complaint is removed.
	7. All Supplier's invoices shall contain the details necessary under VAT regulations. Additionally, invoices

shall be issued in duplicate, contain the Purchaser's order number and the date of delivery.

* 1. Invoice payments shall be made in accordance with the payment terms specified in the special conditions on the Purchaser's order. The starting date for the payment period shall be the date of delivery of the correct invoice by the Supplier to the Purchaser.
1. Deliveries.
	1. The ordered goods or services shall be delivered in accordance with the special conditions found in the Purchaser's order or acceptance of the Supplier's offer and shall be free from patent and latent defects. Each delivery shall be accompanied by a delivery document (goods dispatched note or invoice) and a quality certificate - attestation. The delivery document shall contain the complete order number of the Purchaser, specification of the assortment and quantity of delivered goods. A copy of that document shall be handed over to the Purchaser against confirmation of receipt.
	2. The Supplier shall deliver the goods/service at its own cost without adding any additional fees unless the contract provides otherwise.
	3. The goods shall be duly packed, marked and labelled to enable quick identification.
	4. The Supplier shall be liable for damage resulting from damage, loss and soiling of the goods due to inadequate packaging and lack of proper protection during transport. The risk due to accidental loss or damage to the goods during transport shall be borne by the Supplier.
	5. Unless otherwise specified in the order or acceptance of the Supplier's offer, the delivery shall be made under DDP Incoterms 2020 (Solvera's plant in Łęka).
	6. The deadlines for the delivery of goods or the performance of services resulting from the Purchaser's order or acceptance of the Supplier's offer

shall be absolutely binding.

* 1. Delivery deadlines shall mean:
		+ concerning the goods - the date of their receipt by the Purchaser at the place indicated in the order or the

acceptance of the Supplier's offer,

* + - concerning the services - the date on which the service is to be provided in accordance with the order or the

acceptance of the Supplier's offer.

* 1. If the Supplier delays the delivery of the products or the performance of the ordered services, the Purchaser shall be entitled to withdraw from the contract within 3 months of the expiry of the delivery deadline. In such a case, the Supplier shall not be entitled to claim any compensation on that account. The notification of withdrawal from the contract shall be delivered by the Purchaser to the Supplier in writing and shall have immediate effect.
	2. Any delivery of goods or services before the agreed date shall only take place with the Purchaser's consent, provided that payment for such deliveries is made on the due date indicated on the order.
	3. Notwithstanding any other rights to which the Purchaser is entitled, in the event that the Supplier delays the delivery of the products or the provision of the ordered services, the Purchaser shall have the right to seek compensation for any damage it has suffered and reimbursement of additional costs incurred as a result of the delay. This applies in particular to contractual penalties or fees charged by the Purchaser's customer, costs of emergency and substitute purchases, higher transport costs, etc. The Purchaser shall have the right to deduct the aforementioned costs from the amounts due to the Supplier based on invoices issued by the Supplier, after notifying the Supplier of the intention to deduct.
	4. In the event of a failure to deliver the ordered item or to meet the terms of the order within the agreed timeframe, resulting in a stoppage of the Purchaser's production line, the Supplier shall be obliged to pay a contractual penalty of PLN 950 net for each commenced hour of downtime.
1. Customs and origin.
	1. For import deliveries, due to customs regulations, the goods shall be accompanied by an invoice in duplicate. Simplifications here shall only be permissible after prior written confirmation by the Purchaser. For shipments requiring customs duty, the invoice shall also include: assembly and transport costs included in the price, the value of repair services by material and remuneration costs.
	2. If - for import or export, documents are required to determine the destination of the shipped item, the Supplier shall arrange it and provide the documents to the Purchaser at its own expense. The Supplier shall determine and document the origin of the goods. The Supplier shall inform the Purchaser in writing of any change in the origin of the goods. If the Supplier delivers goods that require customs procedures in the country of import, the Supplier shall provide the Purchaser with a certificate of origin. Such a certificate is required for each shipment.
	3. The Supplier shall be liable for any damage incurred by the Purchaser that results from failure to comply with the conditions set out in sec. 5.
	4. The Supplier shall support the Purchaser so that it incurs the lowest possible customs costs. The Supplier shall clarify any inquiries and doubts of relevant authorities regarding the handling of the goods.

Unless otherwise agreed, clearance is on the part of the Supplier. If the Supplier carries out clearance without notifying the Purchaser in writing, it shall bear the full costs.

1. Force majeure.
	1. Both parties shall be released from liability for non-performance or improper performance of the contract to the extent

that it occurred as a result of force majeure.

* 1. Force majeure is an extraordinary, external and unforeseeable event that could not be avoided even in the case of diligence of the parties; the impact of weather on the performance of the contract, which should have been taken into account when concluding it, and a strike by the Supplier's employees shall not constitute force majeure events.
	2. If force majeure events last longer than 7 consecutive days, Solvera shall have the right to withdraw from the Contract by submitting a written declaration to the Supplier under pain of nullity.
	3. The party invoking the circumstances of force majeure shall notify the other party immediately by e-mail, no later than within 3 days of their occurrence, as well as their cessation, under pain of losing the right to invoke the circumstances of force majeure as justification for non-performance or improper performance of the contract.

During the Supplier's non-performance of the contract due to force majeure, the Purchaser shall have the right to obtain goods from other sources and reduce the quantities included in the contract with the Supplier by relevant quantities - if the Supplier was not able to deliver the goods on time due to force majeure.

1. Liability.
	1. The Supplier shall protect and hold Solvera harmless from any liability, claims, demands, damage, costs and expenses (including reasonable costs for legal and other professional services) arising out of the supply of goods, performance of services or work by Supplier or its employees, agents, representatives and subcontractors on the premises of Solvera or its clients, or arising from the use of the property of Solvera or its clients, except where such liability results from failure to exercise due care or willful misconduct on the part of Solvera or its client.
	2. The Supplier shall protect and hold Solveraharmless from any liability and expenses (including reasonable costs for legal and other professional services) arising in connection with third-party claims and demands for compensation due to personal injury, death, property damage or economic loss caused by goods or services provided by the Supplier (regardless of whether such claim or demand arises out of tort, negligence, contract, warranty, strict liability or any other legal basis), except where the bodily injury, damage or loss results from alterations, improper repair, maintenance or installation by a party other than the Supplier for whom the Supplier is not responsible.
	3. The Supplier shall:
		* inform Solvera prior to acceptance of the order/conclusion of the contract of any restriction on the use (including for purposes related to the creation, introduction of changes and development of products manufactured by Solvera and any of their elements, as well as their distribution) or further distribution by Solvera or persons authorised by Solvera of the goods/documentation and other products delivered by the Supplier to third parties, and
		* inform Solvera of any third parties who have intellectual property rights to the goods/documentation and other products, and
		* inform Solvera of any third parties with respect to whom Solvera is required to enter into a license agreement, obtain authorisation, consent or join an appropriate organisation related to the protection and/or management of intellectual property rights to the above-mentioned goods/documentation, to ensure Solvera's full, undisturbed and free use/dissemination of the goods/documentation and other products.
	4. Notwithstanding any other claims Solvera may have against the Supplier, in the event of any

third party claims against Solvera in connection with:

* + - the use of the goods, documentation, other products, elements thereof or developments thereof; or
		- the dissemination of the goods, documentation, other products, elements thereof or developments thereof;

or

* + - the disposal of rights to the goods, documentation, other products, elements thereof or compilations thereof,
		- defects in goods delivered by the Supplier or improper performance of services,

the Supplier shall take all possible factual and legal measures to defend Solvera against such claims, and in the event that Solvera is obliged to satisfy third-party claims or has satisfied such claims in connection with a final or immediately enforceable judgment of a general court, an arbitration court, a decision of an administrative authority or any other competent entity, as well as in connection with a contract (including a licence agreement), court settlement, out-of-court settlement or mediation agreement concluded with such an authorised entity, the Supplier shall compensate Solvera for any damage incurred by Solvera as a result of or in connection with such third-party claims, including in particular reimbursing Solvera for all reasonable: (i) expenses and costs incurred in connection with such claims, including court costs, costs of legal representation and costs of legal assistance, regardless of the rules regulating the remuneration of legal counsels or attorneys, as well as interest and other costs resulting from compliance with any security provisions, and (ii) expenses, costs and expenditures the incurring of which turned out to be necessary to remove the state of non-performance or improper performance of any of the Supplier's obligations, as well as to repeal the state of violation of third party rights (including the contractual remuneration agreed between Solvera and the entity authorised to use of the above-mentioned rights). The provisions of this point shall apply accordingly to claims of third parties against possible legal successors of Solvera or other persons authorised to use the goods/documentation or other products.

* 1. Solvera shall be entitled to set off any claims referred to in this section against the Supplier's receivables (including the price for the supplied goods/services).
1. Complaints.
	1. The Purchaser shall perform a qualitative and quantitative inspection of the delivered goods and services. If defects are found, the Purchaser shall have the right to refuse to accept them. The Purchaser shall notify the Supplier of the fact of non-acceptance of goods/services, indicating the reasons, as soon as possible. Within 3 days from the date of notification of refusal of acceptance of the goods/services, the Supplier shall respond to the Purchaser's decision. The goods/services not accepted by the Purchaser shall, unless the parties agree otherwise, be taken back by the Supplier within 8 days from the date of the Purchaser's refusal to accept them, and replaced by goods/services free of any defects. All related costs shall be borne by the Supplier.
	2. In the case of defects in the goods which, due to their nature, cannot be detected upon receipt, the Purchaser shall report the discovery of such defects as soon as they are detected, but no later than 12 months after receipt of the goods/services. The Purchaser shall have the right to complain about the whole batch of goods/services and parts thereof.
	3. In the event of a complaint, the Purchaser shall be entitled to apply for satisfaction of its claims choosing:
		* replacement of the goods/service with a defect-free goods/service at the Supplier's cost,
		* removal of defects,
		* reduction of the price for goods/services that are incomplete but usable
	4. The Purchaser shall have the right to withhold payment for the goods/service until the complaint is resolved.
2. Order cancellation, withdrawal from the contract.
	1. In addition to the other cases specified in the GTCP, the Purchaser shall be entitled to cancel the placed order(s) or to withdraw in whole or in part from the concluded contract without the need to ask the Supplier to perform its obligation, without further obligation or liability, and to recover from the Supplier any sums paid by Solvera and any additional costs incurred by Solvera for the replacement of goods, the purchase of goods or services from an alternative supplier and for loss or damage incurred as a result of the delayed performance of the contract in the following cases:
		* risk of insolvency on the part of the Supplier, a declaration of bankruptcy or liquidation on the part of the Supplier, as well as

cessation of further business activity,

* + - the Supplier's division of its enterprise, merger with another enterprise or disposal

of it,

* + - the Supplier's failure to comply with any of its obligations arising from specific terms and conditions set out in the order, acceptance of the offer or the GTCP.
	1. Solvera shall have the right to withdraw from the contract up to 12 months after the expiry of the warranty/guarantee period for the goods or service.
1. Insurance.

The Supplier shall conclude a third-party insurance contract for such amount and on such terms and conditions where it shall be insured against all risks and liabilities arising from the contract concluded with the Purchaser.

1. Final provisions.
	1. Any notifications arising from the GTCP shall be sent by e-mail or

registered post and shall be deemed to have been delivered on the date of their receipt by the addressee.

* 1. These GTCP and the agreement between the Supplier and the Purchaser, in particular its validity, interpretation and execution, shall be governed by Polish law. The Parties exclude the application to the contract of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods.
	2. Any disputes arising in connection with the contract shall be submitted by the parties to the jurisdiction of the Polish courts, and the common court with jurisdiction over Solvera's registered office shall be competent to settle the disputes.
	3. The Supplier shall not be entitled to assign either all or part of the rights or obligations under the contract to any third party without Solvera's prior consent in writing under pain of nullity.
	4. By concluding the contract, the Supplier agrees to the transfer of all or part of Solvera's rights or obligations under the contract to third parties. The Supplier shall be notified in writing of the intention to transfer rights or obligations to a third party designated by Solvera.
	5. Solvera shall have the right to make changes to the GTCP. The Supplier shall be informed about

any changes without delay.

* 1. The possible invalidity or ineffectiveness of individual provisions of the GTCP shall not result in the invalidity/ineffectiveness of the remaining provisions and contracts concluded based on the GTCP. The invalid/ineffective provisions shall be replaced by other provisions that correspond to the economic purpose of such provisions.