

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. General Terms

1.1 These General Terms and Conditions of Purchase govern the commercial relations between the parties, serve to improve and simplify the purchasing process, and apply to all orders placed by Zakłady Metalowe POSTEP S.A. hereinafter referred to as the Ordering Party, unless the parties agree otherwise in writing. These Terms apply together with the provisions included in the order, specifications, technical drawings, and other documents provided to the Supplier. Any deviations from these General Terms and Conditions of Purchase, as well as any amendments or exclusions thereof, require written form under pain of nullity.

1.2 The Supplier undertakes to manufacture and deliver to Zakłady Metalowe POSTEP S.A. the ordered products and services in accordance with the content of the order, the properties specified in the technical documentation, and the conditions set out in these General Terms and Conditions of Purchase.

1.3 The Supplier is obliged to confirm the order in writing and send the confirmed copy to Zakłady Metalowe POSTEP S.A. within 3 days from the date of its receipt. In the absence of confirmation, it shall be deemed that the Supplier has accepted the order for execution and accepted these General Terms and Conditions of Purchase. Each delivery, even if made before the expiry of the order confirmation deadline, shall be treated as acceptance of the order for execution and acceptance of its terms, including these General Terms and Conditions of Purchase. Acceptance of the order should each time be confirmed by the person(s) authorized to represent the Supplier or authorized to confirm the order. It is presumed that the person who confirmed the order was authorized to do so.

1.4 The Supplier undertakes to treat as confidential all technical, commercial, organizational, or other information obtained in connection with the execution of the order. Any advertising, marketing information, or reference to cooperation with Zakłady Metalowe POSTEP S.A. requires the prior written consent of Zakłady Metalowe POSTEP S.A. each time.

1.5 In the case of open orders or orders executed for a period longer than 1 month, the monthly quantitative and assortment delivery program shall be sent to the Supplier by the 30th day of a given month for the following month, together with a forecast for the next month, provided that such forecast shall not be binding on Zakłady Metalowe POSTEP S.A. Zakłady Metalowe POSTEP S.A. may specify the program in detail by week or day of delivery, and the Supplier undertakes to ensure full punctuality of execution.

1.6 If detailed delivery dates are not specified, the Supplier undertakes to carry out deliveries successively, so that the quantity delivered by the "n-th" working day of a given month or week is not lower than the quotient of monthly requirements divided by the number of working days and multiplied by "n". This calculation does not include the safety stock, which the Supplier is obliged to maintain in accordance with point 6.6 of these General Terms and Conditions of Purchase.

1.7 Zakłady Metalowe POSTEP S.A. reserve the right to make quantitative and assortment changes in relation to those specified in the order without any liability for damages towards the Supplier. Zakłady Metalowe POSTEP S.A. undertake to notify the Supplier each time of such change. Zakłady Metalowe POSTEP S.A. may request the completion of production and deliveries planned for the month to which the notification of assortment change or termination of deliveries applies.

1.8 The term "details" shall mean materials, raw materials, parts, assemblies, subassemblies, components, products, and goods intended for ZM Postep, including machines, tooling, and equipment. For the purposes of these General Terms and Conditions of Purchase, the term "subject of delivery" shall mean goods, materials, components, products, services, machines, tooling, and equipment ordered by Zakłady Metalowe POSTEP S.A.

1.9 The terms: goods, material, component, product, service, machine, tooling, equipment, and subject of delivery are used interchangeably in these General Terms and Conditions of Purchase, unless the content of a given provision indicates otherwise.

1.10 By confirming the order or carrying out the delivery, the Supplier declares and warrants that all products, services, and materials used for their manufacture delivered to Zakłady Metalowe POSTEP S.A. comply with the order, applicable laws, standards, and requirements applicable to the subject of delivery, in particular in the field of product safety, occupational health and safety, environmental protection, hazardous substances, toxicity, electricity, and electromagnetic compatibility.

1.11 The Supplier acknowledges that the subject of delivery may be used, sold, or exported by Zakłady Metalowe POSTEP S.A. directly, after processing, or as part of further products offered by customers of Zakłady Metalowe POSTEP S.A. In the event of any restrictions, contraindications, or legal risks concerning the compliance of the subject of delivery with the regulations applicable in the country of destination, the Supplier undertakes to immediately inform Zakłady Metalowe POSTEP S.A. thereof. Failure to provide such notification shall be treated as the Supplier's assurance of compliance of the deliveries with the requirements applicable to the given market.

1.12 The Supplier undertakes to comply with the requirements included in the current edition of the document "Quality Management – Supplier Guidelines", as well as other material specifications, quality requirements, instructions, and guidelines provided by Zakłady Metalowe POSTEP S.A. in connection with the execution of the order.

1.13 The Supplier undertakes to comply with the requirements specified in the currently applicable Supplier Code of Conduct of Zakłady Metalowe POSTEP S.A. The document is available on the website [www.postep.pl](http://www.postep.pl).

1.14 The Supplier undertakes to comply with labor law regulations, occupational health and safety rules, and fundamental human rights, in particular to ensure legal employment, prohibition of child labor, prohibition of forced labor, prohibition of discrimination, and safe and dignified working conditions.

1.15 The Supplier ensures that the subject of delivery meets the requirements arising from regulations concerning chemical and material substances, in particular REACH, SVHC and, where applicable, RoHS, 3TG, and CMRT. Upon request of Zakłady Metalowe POSTEP S.A., the Supplier undertakes to immediately provide current declarations, statements, forms, safety data sheets, certificates, reports, or other documents confirming compliance.

1.16 The Supplier undertakes to immediately inform Zakłady Metalowe POSTEP S.A. of any change concerning material composition, regulatory compliance, REACH, SVHC, RoHS, 3TG, CMRT status, or other circumstances that may affect the compliance of the subject of delivery with applicable requirements.

1.17 The Supplier undertakes to cooperate in the process of supplier qualification, evaluation, and monitoring conducted by Zakłady Metalowe POSTEP S.A., including timely submission of questionnaires, forms, declarations, statements, explanations, source documents, and corrective action plans, if required.

1.18 Failure by the Supplier to provide required documents or information, providing incomplete or unreliable information, lack of cooperation in the Supplier evaluation process, or failure to implement agreed corrective actions may be considered improper performance of obligations arising from the order and these General Terms and Conditions of Purchase.

### 2. Technical Information and Commercial Property

2.1 Technical information, including all technical and construction information, documentation, models, and samples provided or made available by Zakłady Metalowe POSTEP S.A. to the Supplier for the purpose of designing, constructing, research work, development, improvement, or production of the subject of delivery, prototype of the subject of delivery, or its tooling, shall remain the exclusive property of Zakłady Metalowe POSTEP S.A. or their customer and may be used solely for the execution of orders placed by Zakłady Metalowe POSTEP S.A. With regard to such information, the Supplier, also after the execution of the order or expiry of the agreement, is obliged to:

a) protect such information with the utmost care, keep it confidential, and return it upon request of Zakłady Metalowe POSTEP S.A.;

b) mark it as the property of Zakłady Metalowe POSTEP S.A., if such marking has not previously been applied, and refrain from reproducing, copying, transferring, or disclosing it to third parties beyond the scope expressly permitted by Zakłady Metalowe POSTEP S.A.;

c) refrain from applying for patents or other exclusive industrial property rights relating to such information, whereby any rights obtained shall belong exclusively to Zakłady Metalowe POSTEP S.A.

2.2 When proposing, accepting for development for Zakłady Metalowe POSTEP S.A., or delivering a given subject of delivery to them, the Supplier is obliged to inform Zakłady Metalowe POSTEP S.A. in writing in advance whether and what industrial property rights protect such subject of delivery. Failure by the Supplier to provide prior information shall be treated as a waiver towards Zakłady Metalowe POSTEP S.A. of any claims arising from such rights to the extent necessary to use the subject of delivery.

2.3 If, while cooperating in research, design, experimental, or development works on the subject of delivery for Zakłady Metalowe POSTEP S.A., the Supplier makes an invention subject to protection or not subject to patent protection, the Supplier undertakes to inform Zakłady Metalowe POSTEP S.A. thereof and, upon their request, provide all documentation and information necessary or useful for the industrial implementation of such solution. With regard to such invention, the Supplier grants Zakłady Metalowe POSTEP S.A. a license for production, sale, and use directly or through third parties. If the invention was developed by the Supplier without the use of information, documentation, or technical cooperation of Zakłady Metalowe POSTEP S.A., the parties shall separately agree on the terms of the license.

2.4 If, during the execution of the order by the Supplier, a work subject to copyright is created, the Supplier, as part of the remuneration for the execution of the order, also transfers to Zakłady Metalowe POSTEP S.A. the economic copyrights to such work, in particular all drawings, reports, measurements, etc. included therein, prepared as part of the order. Zakłady Metalowe POSTEP S.A. acquire the right to use and dispose of the economic copyrights specified above for an unlimited period and worldwide, meaning without territorial restrictions. The Supplier declares that at the moment of handing over to Zakłady Metalowe POSTEP S.A. all as-built documentation, it shall be the sole holder of economic copyrights and derivative rights to such documentation, and that such rights shall not be encumbered by any third-party rights. The Supplier transfers to Zakłady Metalowe POSTEP S.A. the economic copyrights to such documentation in the following fields of exploitation:

a) in the field of recording and reproducing the documentation — production using printing and digital techniques;

b) in the field of trading in the original or copies on which the documentation was originally recorded — placing on the market, lending, or leasing the original or subsequent copies;

c) in the field of making the documentation available to third parties in a manner other than specified above, including making it available to employees of the Ordering Party, its contractors, or other persons and entities, at the choice of the Ordering Party;

d) using the documentation to carry out modernization or renovation of an object, installation, or device covered or not covered by the order;

e) making changes to the documentation in order to carry out modernization, modification, or renovation of an object, installation, or device covered by the order on its basis;

f) making changes to the documentation in order to carry out works on its basis that were not previously covered by the order.

2.4.1 As part of the remuneration specified in the order, the Supplier also transfers to the Ordering Party ownership of the tangible media on which the as-built documentation has been recorded. The transfer of ownership of the tangible media referred to in the previous sentence shall take place upon their delivery to the Ordering Party.

2.4.2 As part of the remuneration specified in the Agreement, the Supplier authorizes the Ordering Party to exercise derivative rights related to the as-built documentation, i.e. to dispose of and use adaptations of the documentation, including in particular, but not exclusively, adaptations, changes, updates, and translations in all fields of exploitation listed above, and agrees that further consent for the exercise of derivative rights by third parties may be granted by the Ordering Party.

2.5 The Supplier undertakes, upon request of Zakłady Metalowe POSTEP S.A., to place the company mark of Zakłady Metalowe POSTEP S.A. or another designation indicated by Zakłady Metalowe POSTEP S.A. on the subject of delivery in accordance with the provided templates, procedures, and instructions. Placement of such marking does not grant the Supplier the right to use the company marks of Zakłady Metalowe POSTEP S.A. outside the execution of orders.

### 3. Reliability, Quality and Inspection

3.1 The Supplier undertakes to organize and maintain appropriate production and inspection equipment and procedures ensuring that the subject of delivery shall be reliable, of appropriate quality, and shall meet the technical requirements of Zakłady Metalowe POSTEP S.A., in particular drawings, standards, specifications, tables, approved models, procedures, and other requirements expressed and provided by Zakłady Metalowe POSTEP S.A.

3.2 Before commencing serial production, the Supplier is obliged to send first samples together with the required documents to Zakłady Metalowe POSTEP S.A. and obtain approval for further production.

3.3 Each batch of goods delivered to Zakłady Metalowe POSTEP S.A. should be accompanied by a quality certificate or another required document confirming that the subject of delivery has undergone appropriate quality control and that the results of such control have been recognized as positive. In the absence of such document, Zakłady Metalowe POSTEP S.A. shall have the right to reject the goods. The Supplier is obliged to continuously modernize its product in accordance with the guidelines of Zakłady Metalowe POSTEP S.A., if production is carried out on the basis of documentation of Zakłady Metalowe POSTEP S.A. or the Supplier's own documentation accepted by Zakłady Metalowe POSTEP S.A.

3.4 Upon request of Zakłady Metalowe POSTEP S.A., the Supplier undertakes to provide documents confirming the quality, material, environmental, or regulatory compliance of the subject of delivery, in particular declarations, certificates, reports, safety data sheets, test results, or other documents required for a given type of delivery.

3.5 The Supplier may not introduce any changes to the production of the subject of delivery without prior notification of Zakłady Metalowe POSTEP S.A. and obtaining their written consent. After receiving such consent, the Supplier is obliged to send a trial batch and obtain confirmation for further production, if required.

3.6 The Supplier undertakes to take corrective actions based on signals, remarks, or complaints received from Zakłady Metalowe POSTEP S.A. concerning the quality of delivered products and services, quality and timeliness of deliveries, and to submit to Zakłady Metalowe POSTEP S.A. for approval the deadlines for implementation and quality improvement plans.

3.7 In order to ensure that the subject of delivery complies with the requirements of Zakłady Metalowe POSTEP S.A., Zakłady Metalowe POSTEP S.A. and their customer are authorized to inspect the Supplier's production process with regard to compliance with technological assumptions, testing methods, and materials and raw materials used in production. Such verification may also include checking documents and information concerning the quality, material, environmental, and regulatory compliance of the subject of delivery. A positive result of such verification may not be used by the Supplier as proof of the effectiveness of its own quality and compliance supervision.

3.8 If the requirements of Zakłady Metalowe POSTEP S.A. or the customer of Zakłady Metalowe POSTEP S.A. concerning the quality of the product, service, or any area related to their performance by the Supplier or its subcontractor exceed the scope of these General Terms and Conditions of Purchase, Zakłady Metalowe POSTEP S.A. shall include an appropriate provision in the purchase document or another provided document.

3.9 In the event of a dispute concerning quality matters, the final basis for resolution shall be the opinions of specialized entities, whereby the final costs of quality tests shall be borne by the party whose position proves unjustified.

### 4. Acceptance of Deliveries and Complaints

4.1 The Supplier guarantees that the subject of delivery shall be free from defects and delivered in the quantities and within the deadlines specified in the order. If Zakłady Metalowe POSTEP S.A. grant the Supplier self-certification for delivered products, materials, or services, Zakłady Metalowe POSTEP S.A. may include them in deliveries to their customer without additional inspection. In every case where Zakłady Metalowe POSTEP S.A., their customer, or the final customer determines that the delivered products have defects, faults, or are inconsistent with the agreement or order, Zakłady Metalowe POSTEP S.A. shall have the right to request the implementation of one or more of the actions listed below, and the Supplier undertakes to accept the requests of Zakłady Metalowe POSTEP S.A. In the case of a justified customer complaint concerning such subject of delivery, the Supplier shall bear all costs related to removing the defect, including replacement or repair of defective elements.

4.2 For defects, faults, and non-conformities detected between the delivery of the subject of delivery and the expiry of the warranty period granted by Zakłady Metalowe POSTEP S.A. to the customer, Zakłady Metalowe POSTEP S.A. may:

a) request the Supplier to replace the subject of delivery with one free from defects within the deadline specified by Zakłady Metalowe POSTEP S.A.;

b) request the Supplier to remove the defects within the deadline specified by Zakłady Metalowe POSTEP S.A.;

c) repair the defective subject of delivery and charge the Supplier with the costs;

d) in urgent situations, request the Supplier to carry out, at its own cost, selection of defective elements, or carry out such selection at the Supplier's cost and risk if the Supplier does not take appropriate actions within the deadline specified by Zakłady Metalowe POSTEP S.A.;

e) purchase goods free from defects at the Supplier's cost;

f) charge the Supplier with costs incurred for inspection, storage and/or processing carried out before the defect was identified;

g) scrap non-conforming products and charge the Supplier with all related costs.

4.3 Zakłady Metalowe POSTEP S.A. shall notify the Supplier of defects in the form of a complaint, specifying their rights. The Supplier has the right, at its own cost, to conduct an inspection at the complainant's registered office in order to determine the validity of the complaint.

4.4 Within 24 hours from the date of receipt of the complaint, the Supplier is obliged to inform whether it accepts the complaint. Failure to respond within this period shall be deemed acceptance of the complaint.

4.5 The rights specified in point 4.2 letters c and d shall be exercised by Zakłady Metalowe POSTEP S.A. if the Supplier fails to fulfill the request specified in point 4.2 letters a and b.

4.6 The Supplier undertakes not to place defective products on the market, but to scrap them, and Zakłady Metalowe POSTEP S.A. shall have the right to inspect the fulfillment of this obligation if the products are returned to the Supplier.

4.7 If delivery inspection shows a quantitative discrepancy between the goods delivered and the quantities agreed, Zakłady Metalowe POSTEP S.A. shall have the following rights:

a) accept the identified quantitative discrepancies with the right to appropriately correct delivery documents and quantities of any subsequent deliveries;

b) return the excess quantity delivered to the Supplier at its cost and risk;

c) request immediate delivery of the missing quantity at the Supplier's cost and risk;

d) charge the Supplier with all costs resulting from the delivery of too small a quantity of products.

The request of Zakłady Metalowe POSTEP S.A. should be submitted to the Supplier within 10 days from the date of the given delivery.

4.8 Moreover, in the event of circumstances specified in points 4.2 and 4.7, the Supplier shall pay Zakłady Metalowe POSTEP S.A. a contractual penalty:

a) in the amount of 10% of the value of the complained products recognized as defective;

b) in the amount of 10% of the value of the missing delivery.

4.9 Zakłady Metalowe POSTEP S.A. shall have the right to withdraw from the agreement due to the Supplier's fault, without bearing any financial consequences in this respect, if the quality or timeliness of delivered products, even once, does not comply with the terms of this agreement. Termination of the agreement shall not exclude the right of Zakłady Metalowe POSTEP S.A. to pursue claims resulting from non-performance or improper performance of obligations by the Supplier.

4.10 In the event of breach by the Supplier of obligations concerning legal, material, environmental, employee, occupational health and safety, human rights, or other compliance requirements, as well as in the event of refusal to provide required documents, information, or explanations, Zakłady Metalowe POSTEP S.A. shall have the right to:

a) request additional explanations and documents from the Supplier;

b) request implementation of corrective actions within the deadline indicated by Zakłady Metalowe POSTEP S.A.;

c) suspend acceptance of delivery or execution of the order until the non-compliance is removed;

d) consider such action as improper performance of the obligation;

e) withdraw from the order or terminate cooperation in the event of a material, repeated, or unresolved breach.

## 5. Specific Tooling

5.1 Tooling, in particular gauges, molds, special tooling, apparatus, and similar items made available by Zakłady Metalowe POSTEP S.A. to the Supplier for the execution of the order, shall remain the exclusive property of Zakłady Metalowe POSTEP S.A. The Supplier shall be liable for its loss, damage, or destruction. With regard to the above tooling, the Supplier is obliged to:

- a) register and mark it as the property of Zakłady Metalowe POSTEP S.A. and ensure appropriate protection, including insurance against fire, theft, burglary, vandalism, damage caused by force majeure, and other risks of loss or damage;
- b) supervise it, use it with due care, and ensure routine maintenance at its own cost, as well as notify Zakłady Metalowe POSTEP S.A. of any necessary extraordinary repairs, replacements, or modifications so that Zakłady Metalowe POSTEP S.A. may decide on further action;
- c) not move the tooling outside its own plants without each-time consent of Zakłady Metalowe POSTEP S.A.;
- d) enable authorized representatives of Zakłady Metalowe POSTEP S.A. to inspect the condition of maintenance, use, and wear during normal working hours;
- e) not transfer the tooling to third parties for any reason and not establish any third-party rights over it;
- f) not use it for purposes other than the execution of orders of Zakłady Metalowe POSTEP S.A., also after the end of deliveries;
- g) comply with the instructions of Zakłady Metalowe POSTEP S.A. concerning disposal of tooling, its return, scrapping, maintenance, or retention for possible further deliveries.

## 6. Delivery and Transport

6.1 Execution of orders shall comply with the specification and data included in the orders.

6.2 Each delivery must be accompanied by a complete set of delivery documents. No later than on the date of delivery, the Supplier is obliged to provide the Ordering Party with technical documentation related to the goods, operating and maintenance instructions, training instructions, technical data sheets, product safety data sheets, inspection or conformity certificates, and other documents whose issuance is required by law or necessary for safe use of the product. The issued documentation shall remain the property of the Ordering Party and shall be considered an integral part of the delivered product.

6.3 The Ordering Party reserves the right to withdraw from the whole or part of an order not completed within the deadline specified in the order without the obligation to pay any damages. At the same time, the Ordering Party reserves the right to claim compensation from the Supplier for improper performance of the order under general rules and reimbursement of costs incurred due to substitute performance of the order.

6.4 The ordered goods shall be delivered by the Supplier to the place indicated in the order. Delivery may be rejected if it is not accompanied by a delivery document issued by the Supplier containing the order number, specification of the shipped goods, quantity, details concerning packaging, weight and place of receipt, if indicated in the order, as well as approvals, certificates, and warranty cards.

6.5 The Supplier shall be liable for damages resulting from any delay, loss, or damage caused by improper marking, packaging, or identification of the shipment.

6.6 Delivery of the ordered goods shall be considered completed with regard to the fulfillment of delivery terms and transfer of the risk of accidental loss or damage to the goods from the Supplier to the Ordering Party at the moment of defect-free, documented acceptance of the subject of delivery by the Ordering Party at the agreed place.

6.7 The Ordering Party is authorized to return to the Supplier, at its cost and risk, any shipment delivered before the delivery date or to charge the Supplier with appropriate storage costs. The risk of damage or loss shall be borne by the Supplier.

6.8 Liability for non-performance or improper performance of the order is established in the form of contractual penalties in the following cases and amounts:

6.8.1 for withdrawal from the execution of the order by the Ordering Party for reasons attributable to the Supplier or by the Supplier for reasons not attributable to the Ordering Party — in the amount of 10% of the value of the subject of the order;

6.8.2 for delay in the execution of the order — in the amount of 0.5% of the order value for each day of delay, which also applies to intermediate deadlines if the Order is executed in stages;

6.8.3 for delay in removing defects identified upon acceptance of the subject of the order or during the warranty and statutory warranty period — in the amount of 0.5% of the order value for each day of delay, calculated from the expiry of the deadline set by the Ordering Party for defect removal.

6.9 The Ordering Party has the right to deduct the accrued penalties from the Supplier's remuneration.

6.10 If the stipulated contractual penalty does not cover the damage incurred, the Ordering Party may claim supplementary compensation under general rules.

6.11 In the event of delay by the Supplier in the execution of the Order, the Ordering Party may, without waiving its rights to charge a contractual penalty and supplementary compensation, exercise one or more of the following rights:

6.11.1 request execution of the order in whole or in part;

6.11.2 purchase from another supplier or commission a third party to perform the service at the Supplier's cost and risk;

6.11.3 withdraw from the order for reasons attributable to the Supplier without setting an additional deadline, by written notification to the Supplier.

6.12 Persons who, while executing the order, perform work on the premises of the Ordering Party's enterprise are obliged to comply with the company regulations, including rules concerning entry to and exit from the plant premises. The Ordering Party's liability for accidents suffered by such persons on the plant premises is excluded, unless the accident is solely the result of culpable conduct of the Ordering Party.

6.13 The Supplier shall be responsible for all actions and omissions of its employees or representatives and undertakes to assume all obligations of the Ordering Party towards such persons and to remedy any damage caused by improper actions and omissions of the Supplier's employees and representatives.

6.14 If the Supplier delays deliveries for reasons unrelated to force majeure, Zakłady Metalowe POSTEP S.A. shall have the following rights:

a) request immediate execution of the order in whole or in part;

b) procure all or part of the goods from another supplier at the Supplier's cost and risk, with the obligation to notify the Supplier thereof;

c) withdraw from the order with immediate effect within 30 days from the expiry of the delivery deadline, with the right to claim compensation in accordance with applicable law.

6.15 In the case of sending deliveries before the agreed date, Zakłady Metalowe POSTEP S.A. are authorized to return such deliveries at the Supplier's cost and risk or to charge the Supplier with storage costs.

6.16 The agreed delivery dates and programs are binding. It is not permitted to accelerate or delay deliveries without prior agreement.

6.17 Unless otherwise agreed, delivery of the ordered subject of delivery shall be considered completed — with regard to delivery deadlines, transport risk, and transfer of liability from the Supplier to Zakłady Metalowe POSTEP S.A. — at the moment of delivery of the goods to the warehouse or destination plant indicated by Zakłady Metalowe POSTEP S.A.

6.18 In the case of collection by Zakłady Metalowe POSTEP S.A., delivery shall be considered completed upon collection of the goods from the Supplier's warehouse.

6.19 The Supplier is obliged to maintain in its warehouses stocks of products necessary to ensure continuity of supply in accordance with the delivery program. The size of stocks shall be determined by Zakłady Metalowe POSTEP S.A. for each product. With regard to a product for which the stock size has not been specified, the safety stock shall be considered to be at least 30% of the monthly demand, calculated as a value relating to the 3 current months.

6.20 If execution of the order becomes impossible due to force majeure circumstances, delivery deadlines shall be appropriately extended, and the new deadline shall be agreed by the parties taking into account the existing obstacles. Force majeure may not be invoked if it occurred after the expiry of the delivery deadline. Delays caused by the Supplier's sub-suppliers shall not be considered force majeure circumstances. If the force majeure circumstance causes a delivery delay exceeding 3 days, or a shorter delay that disrupts the production requirements of Zakłady Metalowe POSTEP S.A., Zakłady Metalowe POSTEP S.A. shall have the right to terminate the order in whole or in part at any time by written notification to the Supplier.

6.21 The Supplier is obliged to deliver products by the agreed means of transport and in packaging agreed with Zakłady Metalowe POSTEP S.A. The shipped products must always be accompanied by one copy of the delivery note, and each collective package must bear a tag identifying the product in connection with the data included in the delivery note. The delivery note must include at least: the name of the supplier, part number or index, product name, shipment date, order number and date, quantity of the shipped batch, number of packages, and other information indicated in the order. Each delivery note must be issued for items covered by the same order or delivery program.

6.22 The deadline for returning packaging starts from the date of receipt of the delivery, and in the case of a complaint — from the date of its final resolution. Returnable packaging may be returned by Zakłady Metalowe POSTEP S.A. to the Supplier by the same means of transport or in another manner, but no later than within 30 days from the date of delivery or resolution of the complaint. Packaging shall be returned at the Supplier's cost.

## 7. Price and Payment

7.1 Prices indicated in the order are contractual and fixed prices. Zakłady Metalowe POSTEP S.A. have the right to inspect technical and cost documentation and technological processes before approving the price. If the price has not been indicated in the order, the price from the previous order or arrangements made shall be considered binding, unless the Supplier disputes it within 7 days from the date of receipt of the settlement document.

7.2 The exchange rate applicable to all purchase invoices shall be the average exchange rate of the National Bank of Poland announced on the last working day preceding the invoice issue date, unless the parties agree otherwise.

7.3 Any price change during the term of the order requires written approval of Zakłady Metalowe POSTEP S.A. Price negotiations may not affect the execution of the order.

7.4 Payment for the delivery shall be made by bank transfer within the deadline agreed in the order, on the basis of a correctly issued invoice and required documents, if their submission is a condition for settlement of the delivery. Unless otherwise agreed, one invoice should be issued for one Order and should contain, in addition to information required by law, the following data:

i. order number and date;

ii. designation of the subject of delivery/service in accordance with the subject of the order.

## 8. Final Provisions

8.1 In matters not regulated by these General Terms and Conditions of Purchase, applicable provisions of Polish law shall apply, unless the parties agree otherwise in writing.

8.2 The parties shall strive to resolve disputes arising from the execution of orders amicably; however, if no agreement is reached within 21 days from the occurrence of the dispute, the court having territorial jurisdiction over Zakłady Metalowe POSTEP S.A. shall be competent to hear the dispute.

8.2 The Supplier undertakes to maintain appropriate organizational and technical measures ensuring continuity of deliveries and limiting the risk of operational disruptions that may affect the execution of orders of Zakłady Metalowe POSTEP S.A.