

## General Terms and Conditions of Purchase

-Version: March 2024-

### 1. Scope

- 1.1. These General Terms and Conditions of Purchase shall apply to the legal relationships between us and entrepreneurs as well as legal entities under public law (hereinafter: "Supplier") in connection with Orders, the delivery of goods and the use of services (hereinafter: "Orders") exclusively. In an ongoing business relationship, this shall also apply without the need for an express reference or a separate agreement in each case.
- 1.2. By accepting Orders, the Supplier expressly agrees to the application of these General Terms and Conditions of Purchase. Deviating terms and conditions of sale of the Supplier shall not apply even if we do not expressly object to them in individual cases and shall only be valid if we have expressly agreed to their validity in writing. The acceptance of deliveries and services or their payment does not constitute consent to the Supplier's terms and conditions of sale.

### 2. Contracting

- 2.1. Orders are only binding if we have placed them in writing or by e-mail. Orders placed verbally or by telephone as well as additions and changes to an Order are only effective if we confirm them in the appropriate form.
- 2.2. If the Order is not confirmed within one week by means of an Order confirmation, we may revoke the Order.
- 2.3. Cost estimates are binding and shall only be remunerated by us if a written agreement has been made in advance.
- 2.4. Insofar as the Ordered goods have not yet been manufactured, we may demand changes in design and execution. If these changes lead to additional or reduced costs, we shall agree with the Supplier on an adjustment of the Supplier's remuneration. If no agreement is possible, an expert as a third party shall determine the adjusted remuneration. If the parties cannot agree on an expert, he will be appointed by the President - Polish Chamber of

Commerce. The costs of the expert shall be borne equally.

### 3. Delivery Time, Delay

- 3.1. The delivery time stated by us in the Order is binding. The Supplier is obliged to inform us immediately in writing if he is unlikely to be able to meet agreed delivery times - for whatever reason.
- 3.2. If the Supplier is in default, we may - in addition to further statutory claims - demand lump-sum compensation (liquidated damages) in the amount of 0.5% per calendar week or part thereof, but not more than 5% of the respective net Order value. We can claim damages in excess of the agreed lump sum compensation.
- 3.3. Acceptance of delayed deliveries or services does not preclude the assertion of claims for damages due to delay.
- 3.4. We are entitled to refuse acceptance of deliveries and services delivered before a delivery date specified in the Order and to return the prematurely delivered goods at the Supplier's expense and risk or to store them with third parties.

### 4. Delivery Terms

- 4.1. Unless otherwise agreed in writing, delivery shall be made DDP (Incoterms® 2020) to the place specified in the Order or, if no such place is specified, to our place of business.
- 4.2. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).
- 4.3. Partial deliveries are only permissible with our written consent and only to the extent that they are reasonable for us.
- 4.4. All deliveries must be accompanied by a packing slip and a delivery note stating the Order number. The delivery note must also contain details of the gross and net weight. In the case of partial deliveries, the remaining quantity to be delivered must be stated. If the delivery note is missing or

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incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom. In addition, a separate dispatch note shall be sent to us.

### 5. Passing of Risk, Default of Acceptance

- 5.1. The risk of accidental loss or accidental deterioration of the goods shall pass to us upon handover at the place of performance. Insofar as acceptance has been agreed, this shall be decisive for the passing of risk.
- 5.2. Our acceptance shall take place in writing, by means of a countersigned final report or acceptance protocol.
- 5.3. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance. In this respect, the statutory provisions shall apply, whereby the Supplier must expressly offer its performance to us even if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material/tools).
- 5.4. If we are prevented from accepting the delivery or service due to circumstances which we cannot avert despite reasonable care (e.g. force majeure, operational disruption, strike, lockout), the time of acceptance shall be postponed by the duration of the hindrance. If acceptance is not possible for more than six months due to such circumstances, we shall be entitled to withdraw from the contract without any claims being asserted against us for this reason.

### 6. Prices, Terms of Payment, Set-off and Rights of Retention

- 6.1. The price stated in the Order is binding.
- 6.2. All prices of the Supplier are inclusive of statutory value added tax, unless this is shown separately.
- 6.3. In the absence of any written agreement, the price shall include all services and ancillary services of the Supplier, in particular delivery and transport to

the shipping address specified in the contract, including packaging.

- 6.4. Our payment shall be made within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice stating the Order number.
- 6.5. We do not owe any interest on arrears. Apart from this, the statutory provisions shall apply to default in payment.
- 6.6. We shall be entitled to rights of set-off and retention to the extent provided by law. The Supplier shall only be entitled to rights of set-off and retention due to counterclaims that are undisputed or have been legally established.

### 7. Transfer of Title

- 7.1. Retentions of title by the Supplier shall only apply insofar as they relate to our payment obligation for the respective products to which the Supplier retains title; they shall expire at the latest upon our payment of the purchase price.
- 7.2. We are in any case authorized to resell the goods in the ordinary course of business, even before payment of the purchase price, with advance assignment of the claims arising therefrom.
- 7.3. All other forms of retention of title are therefore excluded.

### 8. Provision of Material, Further Processing

- 8.1. Material which we provide for the execution of our Orders shall remain our property. It must be expressly marked as our property immediately after acceptance by the Supplier and stored separately from the same or similar material. It may only be used within the scope of the intended production; beyond this, the material may not be disposed of in any other way.
- 8.2. The Supplier undertakes to check the goods provided for quality or quantity deviations upon receipt and not to process defective goods provided. If a quality assurance agreement exists between

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us and the Supplier, this must be observed. We must be informed immediately of any deviations in quality or quantity. The Supplier shall be liable for any damage incurred by us due to a breach of these obligations. The right of the Supplier to prove that deviations in quality or quantity of the goods provided were not recognizable to him or that we did not suffer any damage remains unaffected.

- 8.3. The Supplier is obliged to insure the material provided by us against all usual risks at his own expense.
- 8.4. Any processing, mixing or combining (hereinafter: "Further Processing") of provided items by the Supplier shall be carried out for us. The transfer of possession shall be replaced by the Supplier keeping the item for us free of charge with the diligence of a prudent businessman.
- 8.5. The same shall apply accordingly in the event of Further Processing of the delivered goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon Further Processing in accordance with the statutory provisions.

### 9. Non-disclosure, Documents

- 9.1. All documents which we make available to the Supplier within the framework of the business relationship, in particular Orders placed by us, Orders as well as drawings, drafts, samples, manufacturing specifications and other documents made available to the Supplier; but also tools, models, samples, drawings and other documents are confidential, subject to our property rights and copyright and must not - even after termination of the contract - be reproduced or made available to third parties directly or indirectly without our express written consent. They are to be used exclusively for purposes relating to the Orders and are to be returned to us in full and without delay at our request after completion of the Order or in the event that negotiations do not lead to the conclusion of a contract. In this case, copies made by the

Supplier must be destroyed; the only exceptions to this are storage within the scope of statutory storage obligations and the storage of data for backup purposes within the scope of normal data backup.

- 9.2. Goods manufactured according to our specifications, drawings or models or from tools paid for by us in whole or in part may not be offered, sampled or delivered to third parties.
- 9.3. The Supplier undertakes to treat as confidential all commercial or other information which is not in the public domain (i.e. in particular also information pursuant to the above clause 9.2) and which becomes known to him as a result of the business relationship with us. He shall oblige subcontractors accordingly.
- 9.4. The obligation to maintain non-disclosure shall only expire if and insofar as the knowledge contained in the documents or information provided has become generally known in a legally permissible manner or the Supplier is legally obliged to disclose it; in this case, the Supplier must inform us of this without delay.
- 9.5. For each case of just described, we may demand a reasonable contractual penalty determined by us at our reasonable discretion, which shall be subject to review by the competent court in the event of a dispute.
- 9.6. The above provisions on confidentiality shall apply respectively to documents, in particular also cost estimates, of the Supplier; however, these may in any case be made accessible to the companies affiliated with us; we shall provide information on the companies affiliated with us upon request.
- 9.7. A confidentiality agreement concluded between the parties shall remain unaffected and shall have priority.

### 10. Defective or Non-Conforming Delivery

- 10.1. The statutory provisions shall apply to our rights in the event of material defects and defects of title of

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the goods and in the event of other breaches of duty by the Supplier, unless otherwise stipulated below:

- 10.2. In any case, those product specifications which - in particular by designation or reference in the Order - are the subject of the respective contract shall be deemed to be an agreement on the quality. It makes no difference whether the product information originates from us, the Supplier or a manufacturer.
- 10.3. We do not waive warranty claims by acceptance or by approval of samples or specimens submitted.
- 10.4. The commercial duty to inspect and give notice of defects should take place with the following proviso: Our duty to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognizable during our quality control in the random sampling procedure. If acceptance has been agreed, there shall be no obligation to inspect. In all other respects, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our obligation to inspect, obvious deviations in quality and quantity shall be deemed to have been notified without delay and in good time if we notify the Supplier of them within five working days of receipt of the goods. Hidden material defects shall in any case be notified without delay and in good time if the Supplier is notified within five working days of discovery.
- 10.5. If we have agreed on limit quality values with the Supplier and determine in the random sampling procedure that these have been exceeded, we may, without prejudice to other claims, reject the goods completely or inspect 100% at the Supplier's expense and risk and demand replacement of the actually defective parts.
- 10.6. Warranty claims for defects in goods are time-barred under the rules and time limits provided for in the Civil Code.
- 10.7. Upon receipt of our written notice of defects by the Supplier, the limitation period for warranty claims shall be suspended until the Supplier rejects the claims or declares the defect eliminated or otherwise refuses to continue negotiations on our claims. In the event of replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall begin anew unless we had to assume from the Supplier's conduct that the Supplier did not consider itself obliged to undertake the measure but only undertook the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.
- 10.8. Subsequent performance shall also include the removal of the defective goods and their re-installation if the goods have been installed in another item or attached to another item in accordance with their type and intended use; our statutory claim to reimbursement of corresponding expenses shall remain unaffected. The Supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.
- 10.9. If the Supplier fails to fulfil its obligation to remedy the defect - at our discretion by repair or replacement - within a reasonable period of time set by us, we shall be entitled to remedy the defect ourselves and may demand reimbursement of the necessary expenses or a corresponding advance payment from the Supplier. If subsequent performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of

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disproportionate damage), no deadline need be set; we shall inform the Supplier of such circumstances without delay, if possible in advance.

10.10. If a quality assurance agreement has been concluded with the Supplier, this shall remain unaffected and, in case of doubt, shall take precedence over the provisions agreed herein.

### 11. Supplier Recourse

11.1. We shall be entitled to the statutory recourse claims within a supply chain without restriction in addition to the claims for defects. In particular, we are entitled to demand from the Supplier exactly the type of subsequent performance (repair or replacement delivery) that we owe our customer in the individual case. Our statutory right of choice pursuant shall not be restricted hereby.

11.2. Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant), we shall notify the Supplier and request a written statement, briefly explaining the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Supplier shall be obliged to prove the contrary.

11.3. Our claims from Supplier recourse shall also apply if the defective goods have been further processed by us or another entrepreneur, e.g. by installation in another product.

### 12. Product/Producer liability

12.1. The Supplier shall indemnify us internally against all claims of third parties against us which are attributable to a defective product supplied by him, as well as with regard to such product damage the cause of which lies within his sphere of control and

organization, insofar as he himself is liable externally.

12.2. This also includes an exemption from the costs of a necessary recall action on our part or other measures to avoid danger.

12.3. We shall inform the Supplier - as far as possible and reasonable - about the content and scope of recall measures and give him the opportunity to comment. The indemnity shall cover all expenses in connection with the claim, including legal costs such as lawyers' fees to a reasonable amount. Further legal claims remain unaffected.

12.4. The Supplier shall be obliged to maintain product liability insurance at its own expense with a sum insured to be agreed in the individual case and shall send us confirmation of the insurance cover at any time on request.

### 13. Compliance with Regulations, Supporting Documents, Corporate Social Responsibility

13.1. The Supplier warrants compliance with all statutory provisions.

13.2. If the legal requirements are met, the Supplier undertakes to provide a long-term Supplier's declaration (origin of the product, etc.) in a separate document in accordance with the legal requirements immediately after the Order is placed.

13.3. Particularly in the case of assembly work by the contractor, the contractor shall be responsible for compliance with all accident prevention regulations, Polish occupational health and safety regulations and the like. He undertakes to pay the locally prescribed minimum wages. Persons who carry out work on our premises or on the premises of our customers in fulfilment of the contract must observe all relevant statutory provisions. Furthermore, they must inform themselves about and comply with our and our customers' safety regulations. In the event of non-compliance, we shall not be liable for accidents on our premises unless we

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have caused the accident intentionally or through gross negligence.

- 13.4. Insofar as deliveries are subject to foreign trade obligations, the Supplier shall observe all regulations on its own responsibility. The Supplier shall obtain the necessary permits. Imported goods shall be delivered duty paid.
- 13.5. The Supplier undertakes to comply with all legal requirements arising from the EU regulations on the protection of chemicals (REACH) (in particular registration, notification and authorization obligations). The Supplier shall provide us with sufficient information for safe use of products pursuant to Article 33 of Regulation 1907/2006 EC (REACH Regulation) in accordance with Article 57 of the REACH Regulation. If, as a result of REACH, there are changes in the availability or intended use of materials, components, assemblies, finished products or packaging materials, or if measures are required by us, the Supplier shall inform us of this without delay; the Supplier shall also pass on the obligations referred to herein to its pre-suppliers. Insofar as the Supplier is responsible for damage resulting from a breach of one of the obligations mentioned here, he shall be obliged to indemnify us against claims for damages by third parties upon first request and to compensate us for the damage incurred. The materials, components, assemblies, finished products or packaging materials shall not contain any substances with properties of very high concern which are listed in the respective current REACH candidate list. If substances with properties of very high concern are contained in a concentration of more than 0.1 %, the Supplier shall inform us immediately.
- 13.6. The Supplier undertakes to comply with all legal requirements for the parts and/or devices delivered to us in accordance with the requirements of the EU directives on the return of waste equipment (WEEE) and on banned substances (currently valid version RoHS 2, Directive 2011/65/EU), as well as the corresponding national regulations in the member states of the EU. This applies in particular to the labelling of the equipment, the avoidance of prohibited substances and the provision of information for disposal companies. If changes to the parts and/or equipment to be supplied are necessary in order to comply with the aforementioned legal standards, the Supplier is obliged to obtain our written consent before carrying out these changes.
- 13.7. The Supplier undertakes to hand over its products free of paint wetting impairment substances (LABS).
- 13.8. Proofs of origin requested by us, e.g. Supplier's declarations, movement certificates, etc., shall be provided by the Supplier with all the necessary details and duly signed without delay.
- 13.9. The Supplier confirms that it has acknowledged and comply with the FANUC EUROPE Supplier Code of Conduct, which can be viewed on the website [FANUC | The Factory Automation Company - Fanuc](#). In particular, he will ensure that children and young people are only employed in compliance with the regulations of the International Labour Organisation (ILO), the United Nations (UN) and national law. It will also impose this obligation on its Suppliers.
- 13.10. If the supplier should be in a breach of FANUC EUROPE Supplier Code of Conduct, FANUC shall have the right to terminate the contractual relationship immediately with immediate effect. In the event of termination due to non-compliance with the FANUC EUROPE Supplier Code of Conduct, the Supplier's claims for damages against FANUC are excluded.
- 13.11. Further agreements with the Supplier (e.g. based on a quality assurance agreement) remain unaffected.
- ### 14. Industrial Property Rights
- 14.1. The Supplier warrants that no industrial property rights and copyrights of third parties (hereinafter: IP Rights) are infringed in connection with its

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delivery or performance in countries of the European Union or other countries in which it manufactures the products or has them manufactured; we are not obliged to conduct investigations as to whether such property rights of third parties exist.

- 14.2. The Supplier shall be obliged to indemnify us upon first written request against all claims asserted against it by third parties due to the infringement of IP rights referred to in 14.1 and to reimburse it for all necessary expenses in connection with such a claim. This shall not apply if the Supplier proves that it is neither responsible for the infringement of IP Rights nor should have been aware of it at the time of delivery if it had exercised due commercial care.
- 14.3. Our further legal claims due to defects of title of the products delivered to us shall remain unaffected.

### 15. Special Terms for Tools

- 15.1. The following terms and conditions shall apply supplementarily regarding the order of parts for the manufacture or production of which the Supplier uses tools for which we pay the tool costs as agreed or which are made available to the Supplier by us:

Tools within the meaning of these terms and conditions are in particular punching and cutting tools, injection moulds, die-casting moulds, press moulds, chill moulds, models and dies.

- 15.2. The tool costs are inclusive of statutory value added tax, insofar as this is not shown separately.
- 15.3. Tools which we make available to the Supplier or which are acquired or manufactured for contractual purposes and which are charged to us separately by the Supplier shall remain our property or shall pass into our ownership. The right to transfer the tools to third parties for the manufacture of parts for us, as well as to have the tools repaired, renewed or modified by ourselves or by third parties, shall also pass to us with the ownership. The Supplier is obliged to identify the tools as our

property, to store them carefully at its own expense and to insure them to a reasonable extent against damage of any kind.

- 15.4. The costs of their maintenance and repair or renewal shall be borne by the contracting parties - in the absence of an agreement to the contrary - in equal parts. However, insofar as these costs are attributable to defects in the items manufactured by the Supplier or to improper use on the part of the Supplier, its employees or vicarious agents, they shall be borne solely by the Supplier. The Supplier shall notify us immediately of any damage to the tools that is not merely insignificant.
- 15.5. Upon request, the Supplier shall be obliged to return the tools to us in proper condition if they are no longer required by him for the performance of the contracts concluded with us or if the delivery of the parts manufactured or produced with the tool is not made on time or in proper condition.
- 15.6. The Supplier may neither pass on the tools to third parties nor use them for its own or third-party purposes without our written consent. The confidentiality obligation in Sec. 9 shall apply accordingly with regard to the tools.

### 16. Services

If the ordered performance consists of a service, the following additional provisions shall apply:

- 16.1. Any travel costs, expenses and the provision of tools shall be paid by the Supplier, unless otherwise agreed in writing.
- 16.2. The Supplier undertakes to carry out the work by its own trained personnel and to engage subcontractors only with our prior consent. If the Supplier

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uses subcontractors, he shall still owe the overall success.

- 16.3. The Supplier undertakes to carry out the work by its own trained personnel.
- 16.4. Any necessary rectification shall be carried out without delay.
- 16.5. We shall be entitled to the rights of use and ownership of the service provided and paid for. The Supplier shall also not make any contradictory marking on drawings and other documents.

### 17. Software Rights

- 17.1. In the case of the delivery of software, we and our affiliated companies shall be entitled to carry out all copyright-relevant processes which are necessary or useful in Order to use the software in a comprehensive manner.
- 17.2. We may have the operation of the Software - also for the benefit of the Affiliated Companies - carried out by a third party (e.g. as outsourcing or hosting).
- 17.3. The granting of rights includes the authority to use the software as intended for the agreed contractual purpose, in particular to run the software, to store it, to reproduce it and to make it publicly and non-publicly accessible. The permitted operation of the software also includes the creation of backup copies in accordance with the respective state of the art and the right to print out the user manual and other information and to make them available to the affiliated companies in any technical manner.
- 17.4. If the software is individual software, the rights shall be granted exclusively to us. In addition to the object code of the software, the source code shall also be handed over.
- 17.5. The use of open-source software components is generally prohibited. Insofar as open-source components are to be used within the scope of the development, these components (e.g. libraries and development tools) are to be expressly named by

the Supplier, stating the license form, the connection to the software to be delivered as well as the possible alternatives for use and released by us in writing in the respective individual case before delivery.

### 18. Force majeure

Serious events, such as in particular force majeure, measures in connection with the Covid 19 pandemic and other pandemics, industrial disputes, riots, war or terrorist conflicts, which entail unforeseeable consequences for the performance of services, shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect, even if they should be in default. An automatic termination of the contract is not associated with this. The contracting parties are obliged to notify each other of such an impediment and to adjust their obligations to the changed circumstances in good faith.

Hygiene measures in connection with the Covid19 pandemic: The costs for hygiene measures to the extent known at the time of conclusion of the contract are included in the prices offered. The legal regulations valid at the time of the conclusion of the contract as well as other relevant regulations for occupational health and safety, e.g. from professional associations, are considered to be known.

### 19. General Compliance

The Supplier agrees to comply with all applicable laws, regulations, and international standards, with special attention to those relating to anti-bribery and corruption, competition and fair business practices, and trade regulations, international



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export controls and EU, UN and US Sanctions regimes.

### 20. Anti-bribery and Anti-Corruption Clause

The Supplier shall not, directly, or indirectly, offer, promise, give, authorize, or solicit any financial or other advantage, whether in cash or in kind, to any person, including any public official or private individual, with the intent to influence any act or decision, or to obtain or retain business or gain any improper advantage.

### 21. Competition and Fair Business Practices

The Supplier shall not engage in any anti-competitive practices, including but not limited to price-fixing, market sharing, market segmentation, illicit agreements, or dealings, bid rigging, or any conduct that may violate EU, US or local competition laws.

### 22. Compliance with Trade regulations and International Sanctions

The Supplier shall ensure that its products, services, and technology comply with all applicable export control laws and regulations, including but not limited to restrictions on the export or re-export of certain goods, technology, or services to restricted countries, entities, or individuals.

Moreover, the Supplier shall not engage in any transactions or business activities that violate international sanctions imposed by the European Union, the United Nations, or other relevant authorities. This includes but is not limited to conducting business with restricted countries, entities, or individuals subject to sanctions.

### 23. Final clauses

23.1. If the Supplier is a merchant or a legal entity under public law, the agreed place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office

in Wrocław, Poland. However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Purchase or a prior individual agreement or at the Supplier's place of business or before other competent courts. Mandatory statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

23.2. The legal relations in connection with this contract shall be governed by Polish law including the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).