

GENERAL TERMS AND CONDITIONS OF PURCHASE

(hereinafter: "GTCP")

§ 1 DEFINITIONS

1. The terms used in these GTCP shall mean:

- 1) **Ordering Party** – Sii Sp. z o.o. (and Subsidiaries) with its registered office in Warsaw 02-626, at 69 Niepodległości Avenue, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, XIII Economic Department of the National Court Register under the KRS number 0000249203, with a share capital of 400000 PLN, NIP: 525 23 52 907, having the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions;
- 2) **Subsidiary** – means a company or entity that is directly or indirectly controlled by Sii sp. z o.o. where "control" means: (a) in the case of corporate entities, the direct or indirect ownership of more than fifty percent (50%) of the shares or voting shares, or (b) in the case of non-corporate entities, the direct or indirect ownership of more than fifty percent (50%) of the equity stake with the power to manage such non-corporate entities. Such entity will be considered a Subsidiary as long as such ownership or control takes place;
- 3) **Supplier** – means a natural person, legal entity, enterprise or other entity that sells Goods or provides Services to the Ordering Party;
- 4) **Parties** or **Party** – means the Ordering Party and the Supplier jointly or each of them separately;
- 5) **Producer** – means a natural person, legal entity, enterprise or other entity from which the Supplier obtains the Goods;
- 6) **Goods** – means IT equipment, licenses, total raw materials, materials, parts, prefabricated parts, products, equipment or other goods ordered by the Ordering Party from the Supplier;
- 7) **Service** – non-material activity undertaken to meet a specific need of the Purchaser, ordered from the Supplier;
- 8) **Inquiry** – a question with specific guidelines for the purchase of Goods and/or Services sent by the Ordering Party to the Supplier;

- 9) **Offer** – a declaration of the Supplier as to its willingness to enter into a contract for the purchase of Goods and/or Services in response to the Inquiry;
- 10) **Order** – means the proposal for the purchase of Goods and/or Services made by the Ordering Party to the Supplier after receiving the Offer;
- 11) **Contract** – means an Order Confirmation by the Supplier (acceptance of the Order for execution) or a separate contract, framework agreement, order to a framework agreement, or a self-contained order concluded between the Ordering Party and the Supplier, the subject of which is the purchase of Goods and/or Services by the Ordering Party from the Supplier;

§ 2 GENERAL PROVISIONS

1. These GTCP shall apply to the purchase of any Goods and/or Services by the Ordering Party from the Supplier.
2. The provisions of the GTCP constitute a model contract within the meaning of Article 384 of the Act of April 23, 1964. – Civil Code and each time constitute an integral part of the Contract concluded between the Supplier and the Ordering Party.
3. These GTCP of the Ordering Party shall be exclusively applicable to all Offers made to the Ordering Party, Orders placed by the Ordering Party, and Contracts for the purchase of Goods and/or Services entered into by the Ordering Party. The application of contract templates and general terms and conditions used by the Supplier to the Contract is excluded unless otherwise agreed upon by the Parties in writing under pain of invalidity. Any other general terms and conditions of purchase or sale coming from the Supplier that are not explicitly accepted by the Ordering Party under pain of invalidity, at least in documentary form, shall not be binding for the Ordering Party.
4. The conclusion of the Contract by the Parties referred to in § 3 item 5a of these GTCP is tantamount to the Supplier's agreement to the validity of these GTCP unless otherwise stipulated in the Supplier's Offer. If the Supplier does not agree with these GTCP, they are obliged to notify the Ordering Party of this fact in the Offer under pain of invalidity, at least in documentary form.
5. To be valid, any changes to the GTCs shall require the approval of both Parties in documentary form under pain of invalidity.

6. If the provisions of the GTCP conflict with the provisions of the Contract, the provisions of the Contract shall prevail.

§ 3 ORDER AND TERMS OF CONTRACT CONCLUSION

1. The Ordering Party shall submit an Order to the Supplier, in which it shall specify the following:
 - a. Goods and/or Services (hereinafter: **“Subject of the Order”**);
 - b. quantity of Goods and/or scope of Services;
 - c. the price and/or remuneration;
 - d. the address and date of delivery of the Goods and/or the date of execution of the Services;
 - e. the Order number;
 - f. other essential terms of the Order.
2. As soon as the Order is received by the Supplier, but no later than within 2 business days from the date of its submission by the Ordering Party, the Supplier shall be obliged to provide the Ordering Party with a confirmation of the Order (hereinafter: **“Confirmation”**), to the e-mail address from which the Order was sent. Failure to transmit to the Ordering Party an explicit rejection of the Order within the aforementioned period shall be deemed a Confirmation, and the Order placed by the Ordering Party shall be deemed accepted for execution and binding on both Parties.
3. By means of the Confirmation, the Contract is concluded between the Parties and the Supplier assures that they are familiar with the content of these GTCP and accepts them, and that the Ordered Item specified in the Order will be in accordance with the description and characteristics resulting from this Order and the design, technical or quality documentation if attached to the Order, and will be delivered to the Ordering Party within the timeframe resulting from the Order and will meet the technical and quality requirements specified in the Order.
4. The Supplier, through the Confirmation, also assures that it has the necessary knowledge, experience, equipment and personnel to perform the Subject of the Order with the utmost care and declares that this will be done in accordance with the principles of technical knowledge and applicable laws. The Supplier also assures that the quality of materials used in the execution of the Order will be appropriate to the Subject of the Order.

5. The Contract shall be concluded by:
 - a. Supplier's Confirmation, and the contents of the Contract are defined by: Ordering Party's Inquiry, Supplier's Offer, Order placed by the Ordering Party, Confirmation provided to the Ordering Party by the Supplier, and these GTCP,
 - b. conclusion of a separate Contract, preceded by negotiations.
6. Correspondence on the conclusion of the Contract or negotiations of its provisions may be conducted by electronic mail (e-mail).
7. The Supplier confirms that persons making any statements on behalf of the Supplier under the Contract are authorized to incur obligations.
8. The parties exclude the application of the modifying acceptance of the Contract, i.e., the application of Article 68¹ and Article 68² of the Act of April 23, 1964.- Civil Code.
9. The Supplier's entry into the Contract is tantamount to full acceptance of the terms of the Contract as well as these GTCP.

§ 4 EXECUTION OF THE CONTRACT

1. The Supplier declares that:
 - a) it is in a financial position to ensure appropriate execution of the Contract;
 - b) it is authorized to act in legal transactions, in accordance with statutory requirements;
 - c) it is qualified, has the necessary knowledge, experience, equipment and personnel to perform the Service in accordance with the Contract with the utmost diligence, and that it will perform the Service within the timeframe indicated in the Contract;
 - d) in executing the Contract, it shall apply the best industry standards of information security and shall closely cooperate with the Ordering Party, in particular, comply with the Ordering Party's instructions, and immediately provide information that may affect the execution of the Contract;
 - e) has the necessary permissions to execute the Contract;
 - f) there are no grounds for excluding it from the procurement process.
2. The Supplier, with the conclusion of the Contract, shall ensure that it has in its stock and/or will obtain from the Producer and/or will manufacture the Goods indicated in the Contract and deliver them to the indicated delivery address. The Goods supplied by the Supplier under the Contract shall be brand new unless otherwise agreed by the Parties in the Contract. The

Supplier declares and warrants that the Goods supplied by it are without any physical and/or legal defects and do not infringe any intellectual property rights of third parties, such as copyrights, trademark rights, patents, or industrial/utility model registration rights. The Supplier agrees to be liable for all damages, both direct and indirect, that could result from the delivery of defective Goods and/or Services. The Supplier declares that it has taken all necessary measures to minimize the risk of damages resulting from defective Goods and/or Services. In the event of any third-party claims or legal proceedings, the Supplier agrees to release the Ordering Party from all damages, including all costs associated with defense against claims and dispute resolution.

3. The Supplier shall be fully responsible for failing to execute or improperly executing the Contract unless the damage is due to force majeure or solely due to the fault of the Ordering Party or a third party for whom the Supplier is not responsible. The Supplier shall be fully responsible for damages caused by the actions of personnel involved in the execution of the Contract, as well as by improper instructions and directions given by the Supplier's personnel.
4. If the Ordering Party has entrusted the Supplier with materials for the manufacturing of the Goods, the Supplier is obliged to immediately check their condition and compliance with the list of entrusted materials. If the Supplier finds any irregularities or shortages in the materials, it must inform the Ordering Party of this within 2 working days after receiving them. Otherwise, the materials shall be deemed to be in accordance with the Contract and suitable for its execution.
5. If the Order is accompanied by: drawings, sketches, models and other documents that describe to the Supplier how it should provide the Goods and/or Services, the Supplier agrees to execute the Contract in accordance with these control dimensions or/and the provided executive documentation or/and documents as to quality control.
6. The Ordering Party shall have the right to conduct, at its expense, an audit at the Supplier's premises, the purpose of which will be to check the progress of the Supplier's execution of the Contract and whether the execution of the Contract is carried out in compliance with information security standards. The Ordering Party will inform the Supplier of such intention 3 working days in advance.
7. The Goods shall be verified in terms of quality by the Supplier before delivery to the Ordering Party. At the request of the Ordering Party, the Supplier shall provide the Ordering Party with the quality inspection protocol of the Goods. The Supplier shall carefully secure the Goods before shipment. The Supplier shall be responsible for damages resulting from loss and/or

damage to the Goods in delivery caused by improper labeling, packaging, shipment identification or any other cause resulting in loss of shipment or damage to the Goods.

8. The Supplier shall deliver the Goods in accordance with the deadlines and to the address specified in the Contract. The Supplier shall not have the right to deliver the Goods before the deadline specified in the Contract without the prior consent of the Ordering Party expressed in documentary form under pain of invalidity.
9. The Supplier is obliged to provide Services at the place and time indicated in the Contract.
10. The completed Service shall be accepted by the Ordering Party immediately after its completion by the Supplier, in such a way that the Ordering Party's technical employee shall check whether the specified Service is in compliance with the Contract, and then the Parties shall sign the Service Receipt Protocol which constitutes Attachment No. 2 to these GTCP with the Ordering Party's acceptance decision (hereinafter: "**Receipt of Service**").
11. The Goods shall be checked and received by the Ordering Party within 3 working days from the date of delivery of the Goods to the Ordering Party at the address specified in the Contract (hereinafter: "**Receipt of Goods**"). Signing of the Receipt of Goods Protocol without objection or Failure of the Ordering Party to notify the Supplier within the aforementioned period shall mean acceptance of the Goods without objection. In the event of objections to the Goods, a Goods Receipt Protocol shall be drawn up from such acceptance, which constitutes Attachment No. 3 to these GTCP. Ownership of the Goods, the benefits and burdens associated with the Goods, as well as the risk of accidental loss of or damage to the Goods shall pass to the Ordering Party upon Acceptance of the Goods without objection.
12. In the case that defects, quantity shortage, damages, or other deficiencies are found at the Receipt of Goods, the Ordering Party shall be entitled, at its option, to:
 - a. refuse to conduct the Receipt of Goods, the Supplier shall not be entitled to any claims on this account;
 - b. conduct a conditional Receipt of Goods and demand immediate removal of any identified defects or damage, or completion of missing quantities of Goods within 3 working days of Receipt of Goods, at the expense and risk of the Supplier;
 - c. conduct a conditional Receipt of Goods and request a price reduction;
 - d. conduct a conditional Receipt of Goods and remove defects and damages on its own in accordance with § 4 item 19 of these GTCP;
 - e. withdraw from the Contract within 14 working days from the detection of defects or terminate the Contract with immediate effect.

The Ordering Party shall provide the Supplier with the Goods Receipt Protocol in writing, which shall include a description of the objections/defects/deficiencies and specify which of the above solutions the Ordering Party chooses.

13. If defects, damages or other deficiencies are found upon Receipt of Service, the Ordering Party shall be entitled, at its option, to:
 - a. refuse to conduct the Receipt of Service and demand performance of the Service in accordance with the terms and conditions of the Contract, within the time specified in the protocol;
 - b. conduct a conditional Receipt of Service and demand a price reduction;
 - c. withdraw from the Contract within 14 working days from the detection of defects or terminate the Contract with immediate effect.
14. In the event that the Goods or Services Receipt has been concluded conditionally, the Ordering Party shall provide the Supplier with Goods Receipt Protocol without objections, after the Supplier has performed the obligations referred to in § 4 items 12 and 13 of these GTCP.
15. If the Goods and/or Services are delivered in parts, the Goods and/or Services shall be accepted upon delivery of the last part to the Ordering Party, in accordance with § 4 item 11 and § 4 item 10 of these GTCP.
16. If the Ordering Party fails to notify the Supplier of defects in the Goods within the time limit referred to in § 4 item 11 of these GTCP or if the Receipt of Service/Goods Protocol is signed without objections by the Ordering Party, the Ordering Party's acceptance of the Subject of the Contract shall entitle the Supplier to issue an invoice. The Parties may agree otherwise in the Contract.
17. Receipt of Goods, as referred to in § 4 item 11 of these GTCP, or signing of the Goods and/or Services Receipt Protocol by the Ordering Party does not deprive the Ordering Party of its right to assert claims for defects that became apparent after the Goods and/or Services Receipt. Signing of the Acceptance Protocol does not relieve the Supplier from its obligations under the Guarantee.
18. The Ordering Party may refuse or conduct a conditional Receipt of Goods if:
 - a. due to the incompleteness of the delivery documents and/or waybill, it is impossible or excessively difficult to assign the delivery to the Order/Contract.
 - b. the Goods do not meet the conditions described in the Contract;
 - c. the Goods are damaged;
- d. the Goods have been delivered to the Ordering Party after the date agreed upon in the Contract.
19. The Ordering Party may refuse or conduct a conditional Receipt of Service if:
 - a. the Service does not meet the conditions described in the Contract;
 - b. the Service was executed after the date agreed upon in the Contract.
20. In the event that there is a threat of failure to meet the delivery/execution date of the Subject of the Order under the Contract, the Supplier shall promptly, but no later than 14 working days from the expected delivery date under the Contract, inform the Ordering Party of this fact and state the expected delay and the reasons for it and set a new delivery date that will be accepted by the Ordering Party. Failure to inform the Ordering Party of the aforementioned delay or to provide information, the content of which indicates that the delivery/execution will not be able to be completed by the deadline under the Contract, may be the basis for the Ordering Party to withdraw with immediately effect from the Contract in its entirety or the unfulfilled part without the obligation to pay any compensation. In the event that the Supplier fails to inform the Ordering Party of the anticipated delay and the delay in the delivery/execution of the Subject of the Order is more than 5 working days, the Supplier shall be obliged to pay the Ordering Party a contractual penalty in the amount of 1% of the net value of the Contract for each day of failure to inform and/or delay, with the penalty accruing for a maximum of 30 calendar days. The Ordering Party reserves the right to issue a debit note for the aforementioned contractual penalty, as well as to deduct the aforementioned contractual penalty without making separate statements. The contractual penalty does not exclude the possibility of the Ordering Party to pursue claims under the general principles of the Civil Code.
21. The Ordering Party agrees to accept delivery of Goods and/or receipt of execution of the Service in parts, provided that this has been agreed upon in advance in the Contract or after the conclusion of the Contract by the Parties in writing under pain of invalidity.
22. The Ordering Party reserves the right to repair the Goods delivered to the Ordering Party after prior notification to the Supplier, and the Supplier agrees to bear reasonable costs such as labor hours or material used for repair. The Ordering Party, on its own, may repair insignificant technical discrepancies, such as:
 - a. painted holes up to a diameter of 10mm;
 - b. too thick a coat of paint requiring sanding;

- c. lack of 1-2 holes in elements up to a maximum diameter of 12mm with an element thickness of up to 8mm.
23. The date of execution of the Contract shall be the date on which the Subject of the Order, meeting the requirements of the Contract, is received by the Ordering Party (in case of Goods) in accordance with §4 item 11 of these GTCP or received by the Ordering Party with a Receipt of Service Protocol (in case of Services) in accordance with §4 item 10 of these GTCP and the terms of the Contract. In the case of partial deliveries/receipts, the date of execution of the Contract shall be the date of receipt of the Goods or Services without objections, in accordance with §4 item 15 of these GTCP.

§ 5 SUBCONTRACTING

1. The Supplier's entrustment of the execution of all or part of the Contract to third parties requires informing the Ordering Party of this fact in the Offer. The Ordering Party shall have the right, at its option, to:
- agree to subcontract;
 - not place an Order to the Supplier.
- The Supplier may refuse to provide the information above.
If the Supplier fails to inform the Ordering Party in the Offer or refuses to provide information on subcontracting, the Ordering Party shall assume that the Supplier will execute the Contract on its own.
2. Subcontracting shall be at the sole expense of the Supplier. The Supplier shall be responsible for the acts or omissions of the first and further subcontractors as for its own acts or omissions. The Supplier shall inform all subcontractors of the terms and conditions of these GTCP and the Contract, and shall provide them with all information regarding the Ordering Party's requirements.
3. The Supplier, when entrusting the execution of the Contract to third parties, shall be obliged to ensure that the third parties are entrepreneurs and that the operations entrusted to them fall within the scope of the business activities carried out by such third parties, as well as that such third parties have the necessary knowledge, experience, equipment and personnel to execute the Contract. In the event that the execution of the Contract is entrusted to third parties, the Supplier shall supervise and coordinate the operations performed by such persons.

§ 6 PAYMENTS

- In consideration of the execution of the Contract, in accordance with §4 item 23 of these GTCP, the Ordering Party agrees to pay to the Supplier the price for the Goods and/or remuneration for the Service agreed upon under the terms of the Contract. The agreed prices and/or remuneration shall be fixed, and raising the prices and/or remuneration after they have been established shall not be permitted without the prior consent of the Ordering Party. The price and/or remuneration shall include, unless otherwise agreed upon in the Contract, the costs of packaging, taxes, customs, insurance, all delivery costs and other expenses up to the date of execution of the Contract as referred to in §4 item 23 of these GTCP.
- The Supplier shall provide all additional costs in the Offer (transportation costs, customs duties, costs of additional materials, processing, etc.). All additional costs not included in the Offer will not be accepted by the Ordering Party at a later stage. The Supplier is not entitled to demand payment of additional costs not included in the Offer.
- Payment shall be based on a properly issued invoice. All payments shall be made within 21 days from the date of receiving a correctly issued VAT invoice or at any other time specified in the Contract to the bank account indicated on the VAT invoice. A Supplier subject to the KSeF (Polish National e-Invoice System) obligation shall issue the invoice via KSeF. All attachments to the invoice must be sent by email to efaktura@sii.pl, indicating in the email body the KSeF invoice number to which they relate. A Supplier not subject to the KSeF obligation shall deliver the invoice by email to efaktura@sii.pl. Payment shall be deemed made on the date the Ordering Party's bank account is debited.
- The VAT invoice shall specifically include the Order number provided by the Ordering Party. If the invoice is delivered via KSeF, the Order number should be indicated in the dedicated Purchase Order field. The Ordering Party accepts and authorizes the Supplier to issue VAT invoices without the Ordering Party's signature in electronic form (PDF format). If an invoice for Goods and/or Services offered in a foreign currency is issued in PLN, the price and/or remuneration shall be converted according to the average exchange rate of the National Bank of Poland as of the date of issuing the invoice. Invoices for amounts below PLN 500.00 net should be delivered via KSeF or sent by e-mail to efaktura@sii.pl. We do not accept paper versions in this case, so there is no need to attach the invoice to the package with the goods or deliver it to the Sii office.
- If the Supplier does not indicate the bank account number on the VAT invoice or if the bank account number indicated on the VAT invoice is not visible in the list of entities maintained by the Head of the National Tax Administration (art. 96b of the Act on Value Added Tax of

March 11, 2004) and is not visible in the White List of Taxpayers, the Ordering Party shall not make the payment and shall request the Supplier to indicate the correct bank account number and shall make the payment immediately after the Supplier indicates the bank account number visible in the list of entities referred to above. Failure to make payment within the period indicated in these GTCP or the Contract due to failure to indicate the bank account number on the VAT invoice or to indicate a bank account number that does not appear in the list of taxpayers referred to above, shall not result in any negative consequences for the Ordering Party and shall not be the basis for withholding the execution of the Services and/or manufacturing and/or delivery of the Goods, nor for incurring additional costs on the part of the Ordering Party. The Supplier shall also not be entitled to interest for this period for late payment of the price and/or remuneration.

§ 7 LIABILITY FOR DEFECTS IN THE SUBJECT OF THE CONTRACT

1. The Supplier guarantees to the Buyer that the Goods delivered under the Contract will be free from physical defects and will meet the requirements specified in the Contract, the accompanying documentation and these GTCP. The Seller shall provide the Buyer with a 2 (two) year quality warranty on the Goods, calculated from the Receipt of Services/Goods (hereinafter: **“Warranty”**).
2. The Supplier’s Warranty and/or the Producer's warranty shall at least comply with the following rules and principles described in this § 7:
 - a. The Supplier or Producer shall guarantee the operational reliability of the delivered and/or manufactured Goods for a period of not less than 24 months from the date of Receipt of Goods, unless otherwise stipulated in the Contract;
 - b. The Supplier or Producer shall bear all costs associated with the Warranty including expertise, repair, transportation and other costs necessary for the proper performance of the Warranty.
3. The Warranty shall cover any defects resulting from factory defects or other defects disclosed during the use of the Goods, which prevent the proper use of the Goods, as well as any non-compliance of the Goods with the requirements resulting from the Contract and these GTCP, noticed by the Ordering Party during the Warranty period in accordance with the terms of this § 7 of the GTCP and the Civil Code.
4. The Ordering Party shall notify the Supplier of the defect within 30 (thirty) working days of its discovery. Notification of a defect in the Goods shall be made by the Ordering Party in

writing to the Supplier’s address or by e-mail (hereinafter: **“Notification”**). The date of delivery of the Notification by e-mail shall be deemed by the Parties to be the date on which the Ordering Party entered the Notification into the means of electronic communication in such a way that the Supplier could get acquainted with its content.

5. In the event that defects in the Goods are discovered within the period specified in § 7.1 of these GTCP, the Ordering Party, with regard to the Notification, shall be entitled, at its option, to:
 - a. demand immediate removal of the defects found,
 - b. demand delivery of Goods which are free of defects,
 - c. demand a price reduction of the Goods,
 - d. withdraw from the Contract within 14 workdays from the discovery of defects in the Goods or terminate the Contract with immediate effect.
6. The Supplier is obliged to respond to the Notification within 2 working days from receiving it. In the absence of a response, the Supplier shall be understood to have recognized the demand under the Guarantee as justified.
7. The Supplier shall be obliged to remove defects in the Goods or deliver Goods free of defects within the Warranty period in a technically reasonable period and without an unjustified delay, but no longer than 14 (fourteen) working days from the date of receipt of the Notification from the Ordering Party. If the Supplier delays the removal of defects in the Goods or the delivery of Goods free of defects, the Ordering Party may withdraw from the Contract within 14 working days from the expected delivery/repair of the Goods or terminate it with immediate effect.
8. In the case of withdrawal from the Contract by the Ordering Party, the Supplier shall provide the Ordering Party with a refund of the price paid, and the Ordering Party shall return the defective Goods to the Supplier.
9. In the case that the Supplier fails to perform the warranty duties referred to in § 7 within the period agreed upon by the Parties, not exceeding 14 working days, the Ordering Party may, at the expense of the Supplier, delegate the removal of defects in the Goods or delivery of Goods free of defects to a third party.
10. If the Supplier, in accordance with its warranty obligations, has removed defects in the Goods or provided the Ordering Party with Goods free of defects, the term of the Warranty shall run anew from the moment of delivery of the replaced or repaired Goods to the Ordering Party.

11. Regardless of the rights under the Guarantee, the Ordering Party may exercise any rights under the warranty subject to the provisions of these GTCP.
12. Under the Contract, the Supplier agrees to provide the Ordering Party with Services free of defects. If the Service executed by the Supplier has defects, the Supplier shall be liable for such defects in accordance with the provisions of the Civil Code on commission or work.
13. In the event of termination or withdrawal from the Contract by the Supplier, the Ordering Party may charge the Supplier with a contractual penalty amounting to 30% of the net value of the Contract.

§ 8 CONFIDENTIALITY

1. The Supplier agrees to maintain the strict secrecy of Confidential Information as defined below.
2. Confidential Information means all information expressed explicitly in these GTCP and information expressed by speech, writing, image, drawing, sign, sound or contained in a device, instrument or other object, as well as expressed in any other way, provided to the Supplier by the Ordering Party in connection with the offer, negotiations of the Parties and execution of the Contract (hereinafter: **"Purpose"**), regardless of whether it has been identified as "confidential", including, in particular, organizational, commercial, technical, information concerning the volume of trade, applied prices, discounts, specifications, logistic agreements, technological data of the Subject of the Order, information constituting a business confidentiality within the meaning of the Act of April 16, 1993 on Combating Unfair Competition (Dz. U. No. 47, item 211, as amended) and personal data within the meaning of the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free flow of such data and repealing Directive 96/46/EC (General Data Protection Regulation).
3. The Supplier agrees not to download or use Confidential Information for any purpose other than the Purpose, and not to share, forward or in any way disclose Confidential Information to third parties subject to information:
 - a. which is generally known or has been made public without violating the obligation to keep it confidential,
 - b. to which the Ordering Party has consented in writing to its disclosure,

- c. the Supplier has obtained independently of the execution of the Contract, provided that the source of such information, to the best of the Supplier's knowledge, was not prohibited from disclosing such information to the Supplier.
4. The Supplier may disclose Confidential Information to its employees, subcontractors, or sub-subcontractors only to the extent that is required for the proper execution of the Contract, provided that they are obligated to maintain confidentiality on terms corresponding to the provisions of the GTCP and the Contract. The Supplier shall be fully responsible for the acts and omissions of the above entities as of its own.
5. The obligation of confidentiality shall continue even if the Parties do not conclude the Contract or after its expiration or termination.
6. The Supplier will be exempted from maintaining the secrecy of Confidential Information if the obligation to disclose such information arises from applicable laws. In such a case, the Supplier will be obligated to:
 - a. immediately inform the Ordering Party of the obligation to disclose Confidential Information, or of the disclosure made, indicating the extent of the disclosure and the person or persons to whom the disclosure is to be made or has been made,
 - b. to disclose only the necessary part of Confidential Information,
 - c. to take all possible measures to ensure that the disclosed Confidential Information is treated confidentially and is used only for purposes justified by the purpose of the disclosure.
7. In the event of a violation of the provisions regarding the maintenance of strict confidentiality of Confidential Information by the Supplier, the Ordering Party shall have the right to order the Supplier to pay a contractual penalty of PLN 100,000 (in words: one hundred thousand PLN). The Parties agree that in the event of damage incurred on the part of the Ordering Party exceeding the amount of the contractual penalty referred to above, the Ordering Party will be entitled to seek compensation on general terms.

§ 9 OCCUPATIONAL SAFETY AND HEALTH

1. The Supplier agrees to comply with applicable laws in the field of occupational health and safety, and in particular in accordance with the requirements of the Labor Code.

2. In the case of the use of subcontracted companies, the Supplier shall be fully responsible for compliance by such companies with the regulations mentioned in §9.1 and for any resulting violations that may occur on the part of the subcontractor.
3. Responsibility for the process of post-accident procedures of the Supplier's employees or its subcontractors that happen in the course of providing services to the Ordering Party shall be borne by the Supplier.
4. The Supplier is obliged to comply with the health and safety instructions and the fire protection instructions that are in force on the Ordering Party's premises, including particular rules for workplaces, personal protective equipment and safe movement within the Ordering Party's premises.
5. The Supplier declares that its employees engaged in the performance of services on the Ordering Party's premises have up-to-date occupational medical examinations and health and safety training in accordance with applicable labor laws. The Ordering Party reserves the right to verify the documentation confirming occupational medicine examinations and health and safety training in case of accidents or incidents involving the Supplier's employees.
6. The Supplier shall be responsible for providing and enforcing the use of appropriate Personal Protective Equipment (PPE) by its employees in accordance with applicable laws and regulations and the use of technically operational equipment and machinery.

§ 10 PERSONAL DATA

1. In the course of execution of this Contract, the Parties may exchange personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free flow of such data and repealing Directive 95/46/EC (hereinafter: "GDPR"). This applies, in particular, to personal data of persons employed by each Party (by employed persons is meant both employees of the Parties, their contractors, subcontractors, or other persons cooperating with a Party under a civil law contract) authorized to contact them regarding matters related to the execution of the Contract.
2. The Parties undertake to process the provided personal data referred to in § 10 item 1 above solely for the purpose of performing the Contract, and in accordance with GDPR and other generally applicable data protection regulations.
3. The Supplier agrees to exercise, on behalf of the Ordering Party, the information obligation referred to in Articles 13 and 14 of the GDPR by providing the entities whose data it has provided to the Contractor with the information clause in Appendix 1 to the Contract.

4. At the request of the Ordering Party, the Supplier shall, within 7 working days of such a request, provide a list of persons with regard to whom it has fulfilled the information obligation referred to in § 10 item 3 above.
5. In the event that personal data processing is entrusted in connection with the execution of the Contract, the Parties shall sign a separate personal data processing entrustment agreement under the terms of the GDPR.

§ 11 FORCE MAJEURE

1. The Parties shall not be responsible for not fulfilling their obligations under the concluded Contract if they prove that it was caused by an event beyond their control and that at the time of conclusion of the Contract it was impossible to foresee the event and its consequences.
2. In particular, the event specified in the preceding paragraph shall be considered:
 - a. war, riots, acts of sabotage;
 - b. natural disasters such as severe storms, floods, lightning damage;
 - c. explosions, fire, destruction of machinery or installations;
 - d. acts of power of a general nature.
3. A Party affected by a force majeure event shall immediately notify the other Party in writing of the occurrence of such a situation, sending enclosed documentation as proof of the force majeure event. In such notification, the affected Party shall indicate the contractual obligations it will not be able to fulfill due to the force majeure event and the period during which it will not be able to fulfill its obligations.
4. If the information sent by the Party affected by force majeure indicates that it will not be able to fulfill its obligations under the Contract for a period of time longer than one month, the Ordering Party may withdraw from the Contract within 14 working days after informing the Ordering Party of the aforementioned fact, or terminate the Contract upon 14 working days' notice, calculated from the delivery of written notice to the affected Party.

§ 12 INSURANCE

1. The Supplier, at the request of the Ordering Party, shall be obliged to submit liability insurance for operations in accordance with the Subject of the Contract and to confirm that the insurance has been fully paid.

§ 13 SUPPLIER SOCIAL RESPONSIBILITY CODE OF CONDUCT

1. The Supplier shall make efforts to minimize the negative impact on the environment and society, including the employees in the value chain, and shall work with the Ordering Party to meet any common sustainability goals that may occur.
2. The Supplier agrees to comply with the Supplier Social Responsibility Code of Conduct (hereinafter: “Code”), which is available on the Ordering Party's official website at [Supplier Social Responsibility Code \(sii.pl\)](#). The Supplier shall be obliged to download the Code from the above website and have it signed by representatives authorized to represent the Supplier in this regard (if it has not already done so). The process of signing the Code may take place through the use of a qualified electronic signature (e.g., Sigilium Sign, Szafir 2.0, proCentrum SmartSign, PEM-HEART 3.9) or a handwritten signature, a scan or a good quality photo of which will be sent to the Ordering with the Offer. The Supplier agrees to take measures to promote sustainability in all aspects of its operations.
3. The Supplier shall provide the subcontractors referred to in § 5 of these GTCP with the guidelines contained in the Code and shall monitor and ensure that the subcontractors comply with all provisions of the Code in the course of joint cooperation on behalf of the Ordering Party.
4. If the Supplier is found to have violated or failed to comply with the provisions of the Code, the Ordering Party shall have the right to withdraw from the Contract within 14 days from gaining knowledge of the violation and/or failure to comply with the Code, or to terminate the Contract with immediate effect. In such a case, the Ordering Party shall not incur any costs or liability for damages due to termination of cooperation.

§14 ANTI-CORRUPTION PROVISIONS

1. The Supplier warrants and guarantees that it shall not make any donation or payment of commission to any employee, agent, subordinate or representative of the Ordering Party in connection with the Contract.
2. If the Supplier, or any person acting on behalf of the Supplier, violates the above provisions, the Ordering Party shall have the right to immediately terminate or withdraw from the Contract within 14 business days after gaining knowledge of the violation, upon written notice to the Supplier, without incurring any costs or liability for damages thereof.

§ 15 FINAL PROVISIONS

1. The law applicable to this Contract, including its interpretation, shall be Polish law. All disputes shall be subject to the courts of jurisdiction over the registered office of the Ordering Party. The Parties exclude any application of the United Nations Convention on Contracts for the International Sale of Goods drawn up in Vienna on April 11, 1980, to the relations arising from this Contract.
2. For the clarification of ambiguities, the Parties agree in accordance with Article 58 par. 3 of the Civil Code, that in the event that any part of the Contract should prove to be invalid or otherwise defective, the remaining part of the Contract shall remain in effect.
3. These GTCP shall apply until revoked or amended.
4. Attachments constitute an integral part of these GTCP:
 - 1) Attachment No. 1 – Information clause of Sii sp. z o.o.;
 - 2) Attachment No. 2 – Service Receipt Protocol;
 - 3) Attachment No. 3 – Goods Receipt Protocol.
 - 4)

Attachment No. 1 – Information clause of the Ordering Party

INFORMATION REGARDING PROCESSING OF PERSONAL DATA BY SII SP. Z O. O.

The Administrator of your personal data is Sii sp. z o.o. with its registered office in Warsaw, address: al. Niepodległości 69, 02-626 Warsaw (hereinafter referred to as "Sii"), e-mail: kontakt@sii.pl, phone number: (22) 486 37 37.

Data Protection Officer has been appointed at Sii. For all matters related to personal data protection, please contact at personaldata@sii.pl.

Sii sp. z o.o. may obtain your data within the execution of the agreement concluded between Sii and the entity which you represent. From the entity, which you represent, we may obtain, among others, the following data: name and surname, business telephone number and e-mail address, place of work, job position or information on what type of matters you handle.

Purpose of processing:

Sii will process your personal data for the following purposes:

- 1) performing the Administrator's legal obligations related to the contract, for example, keeping the accounting records (legal basis - art. 6 para. 1 point c GDPR) – "legal obligation",
- 2) contacting you about the current matters, including the execution of contracts between the Administrator and the entity you represent, presenting offers, receiving orders, answering questions (legal basis - art. 6 para.1 point f GDPR) – "legitimate interest";
- 3) investigating and defending in the event of mutual claims related to the contract with the entity in which you work or which you represent, i.e. the contractor - if a dispute concerning the contract arises (legal basis - art. 6 para. 1 point f GDPR) – "legitimate interest".

Legal rights:

You have the right of access to your data, the right to rectification, erasure or restriction of processing the data, and the right to data portability. You also have the right to withdraw your consent at any

time, with the proviso that withdrawal of consent does not affect the legality of data processing prior to its withdrawal. To use these rights, please submit requests at personaldata@sii.pl.

In case you decide that the processing of your personal data violates the provisions of the applicable law, you have the right to file a complaint with the supervisory authority in charge of personal data protection.

Personal data storage period:

The data will be processed during the period of performance of the contract concluded by the entity you represent with the Administrator, and after this period until the expiration of the data storage obligations under the law, including the periods of limitation of claims.

Recipients of personal data:

Recipients of your personal data may be entities to which the Administrator delegates the performance of activities that require data processing (processors): operators of IT systems, accounting and auditing entities. If we are obliged to do so, we will provide your personal data to interested courts or public administration bodies.

Transfer of personal data outside the EEA:

Your data will not be processed, stored or transferred outside the European Economic Area.

Automatic processing and profiling:

We will not conduct automated decision-making, including profiling, based on your data. By profiling, we mean drawing conclusions based on the data collected about you, for example as to your current or future preferences or interests.

Attachment No. 2 – Service Receipt Protocol

SERVICE RECEIPT PROTOCOL OF _____ SIGNED DUE TO THE EXECUTION OF THE CONTRACT _____ OF _____ BETWEEN:	
SUPPLIER	_____
ORDERING PARTY	SII SP. Z O.O. AL. NIEPODLEGŁOŚCI 69, 02-626 WARSZAWA NIP: 525-23-52-907
DECISION ON THE RECEIPT	
<p>A. REFUSAL TO ACCEPT THE SERVICE AND A REQUEST TO PROVIDE THE SERVICE IN ACCORDANCE WITH THE TERMS OF THE CONTRACT;</p> <p><i>* IN THE EVENT OF REFUSAL OF ACCEPTANCE OF THE SERVICE AND A REQUEST TO PROVIDE THE SERVICE IN ACCORDANCE WITH THE TERMS OF THE CONTRACT, THIS PROTOCOL SHOULD INDICATE THE DATE BY WHICH THE SUPPLIER IS TO PROVIDE THE SERVICE IN ACCORDANCE WITH THE CONTRACT.</i></p> <p>B. CONDITIONAL ACCEPTANCE OF THE SERVICE AND A REQUEST FOR A PRICE REDUCTION;</p> <p>C. WITHDRAWAL FROM THE CONTRACT WITHIN 14 WORKING DAYS FROM THE DETECTION OF DEFECTS OR ITS TERMINATION WITH IMMEDIATE EFFECT.</p> <p>D. WITHOUT OBJECTION</p>	
SUPPLIER	ORDERING PARTY
[•]	[•]

Attachment No. 3 – Receipt of Goods Protocol

RECEIPT OF GOODS PROTOCOL OF _____ SIGNED DUE TO THE EXECUTION OF THE CONTRACT _____ OF _____ BETWEEN:	
SUPPLIER	_____
ORDERING PARTY	SII SP. Z O.O. AL. NIEPODLEGŁOŚCI 69, 02-626 WARSZAWA NIP: 525-23-52-907
DECISION ON THE RECEIPT	
<p>A. REFUSAL TO ACCEPT THE GOODS;</p> <p>B. CONDITIONAL ACCEPTANCE OF THE GOODS AND A REQUEST FOR IMMEDIATE REMOVAL OF ANY DEFECTS OR DAMAGE FOUND, OR COMPLETION OF MISSING QUANTITIES OF GOODS;</p> <p>C. CONDITIONAL ACCEPTANCE OF THE GOODS AND A REQUEST FOR A PRICE REDUCTION;</p> <p>D. CONDITIONAL ACCEPTANCE OF THE GOODS AND REMOVAL OF DEFECTS AND DAMAGES ON ITS OWN IN ACCORDANCE WITH § 4 ITEM 19 OF THESE GTCP;</p> <p>E. WITHDRAWAL FROM THE CONTRACT WITHIN 14 WORKING DAYS FROM THE DETECTION OF DEFECTS OR ITS TERMINATION WITH IMMEDIATE EFFECT.</p> <p>F. WITHOUT OBJECTION</p>	
SUPPLIER	ORDERING PARTY
[•]	[•]