

## GENERAL CONDITIONS OF PURCHASE

### I. General Provisions

#### § 1.

1. General Conditions of Purchase, hereinafter referred to as GCP, are an integral part of contract and/or order. All supplies and services delivered to the Buyer should comply the GCP. Any additional statements and derogations from the GCP will be effective only in writing and if signed by all parties.
2. GCP becomes legally binding if attached to the contract or the order. It also covers future orders until further notice of the Buyer.
3. The Seller has to confirm the Conditions of Order. The order is considered valid and performed without any objections, if the Seller shall not confirm the conditions of order or shall not submit any remarks within three working days.

#### § 2.

Definitions:

- a) **the Buyer** - it means INTEC S.A. (joint -stock company) with registered office at ul. Wrocławska 33d, Długołęka, 55-095 Mirków, Poland,
- b) **the Seller** - it means offerer/counter-party, who offers commodity or service,
- c) **an order** - it means the offer of the contract conclusion in agreement with GCP, which seller accepts in whole, without notices, changes, and additions,
- d) **a contract** - it means an agreement based on the order given by the Buyer, chiefly: building services agreement, sale agreement, and delivery agreement,
- e) **quality guarantee** - for the Buyer it means that the entity of ordered goods is eligible with requirements of the order's or contract's conditions; if there were not fixed any construction/technical and commissioning requirements, then mandatory are the provisions of law, and PN or EN,
- f) **vicarious performance** - it means that the Buyer reserves the right to perform order (or have performed it by a third party) in whole or in part at the Seller's cost and risks without setting out an extra deadline and without the court decision,
- g) **a sub-supplier or subcontractor** - first of all it means an individual, sole proprietor, association, partnership, company, corporation, subsidiary, affiliate, or combination thereof, including joint venture or any other entity of any tier, whom the Seller commissioned partial execution of the order or contract,
- h) **a suspension** - it means the temporary cessation of any part of the order or contract by the Buyer, which allows of concealed (vanishing) works 'commissioning, of components 'replacement, and of measurements, functional attempts, and Bureau of Technical Inspection (UDT) tests.

### II. Conditions of Contract, Premises and Date of Delivery

#### § 3

1. Unless otherwise stipulated, the Seller is obliged to sole performance of the order. Regardless of the acceptance in writing of the subcontractors by the Buyer, the Seller is responsible for their actions as there were his own.
2. Unless otherwise stipulated, the object ordered has to fulfill: technical conditions and commissioning, binding provisions of law, and PN or EN.
3. If the object ordered has not fulfilled the given order's conditions, the Buyer has right of return the object of the order on cost and risks of the Seller; the latter has to pay off the price or consideration, including statutory interest, but no later than three days from the return. The above statement does not preclude any other rights and powers of the Buyer.

**§ 4**

1. Unless otherwise specified:

a) in case of sale, supply or delivery, the performance date is meant as day of the delivery of the very last component of the order, most notably:

- full technical documentation,
- certificates (seals of approval), attestations, and audit certificates,
- declaration of conformity,
- the manual and/or guarantee card.

b) In case of contract of services or of building services, the performance date is meant as a day of draw up the final delivery-acceptance protocol with all required documentation (see item 1a) above).

2. All quality documentation would be in Polish; manual and maintenance documentation in particular. The documentation in several other languages can be supplied, but only Polish version remains the binding one.

**§ 5**

Unless stated otherwise the place of the service or delivery is meant as Buyer's registered office (principal premises of operations). The Seller delivers ordered objects to the place of the service on own cost and risks.

**§ 6**

If it's clearly stipulated, the Buyer has to perform the partial acceptance and the payment of the partial invoice. Mutually signed delivery-acceptance protocol must proceed the issuance of partial invoice. If the order or contract provides for partial execution, then the comprehend performance date is the date of signing of the delivery-acceptance protocol of realized services or the delivery of very last part of the order. The total value of partial invoices cannot exceed 80% of the contract price or compensation. Remaining 20% will be paid after signing of final delivery-acceptance protocol.

**§ 7**

1. The conclusion of any part - recognized as essential one - of the order, especially: concealed works, components' replacement, measurements, functional attempts, and the Office of Technical Inspection (UDT) tests, requires the presence of the Buyer's representative, responsible for acceptance of partial execution. The Seller shall submit in writing a readiness to the suspension. The Buyer shall confirm in writing the suspension. If the Seller shall not declare the suspensions' readiness, the Buyer has right:

- a) to stay of payment until submitting of suspension's readiness according to procedures, or
  - b) to request from the Seller the confirmation of concealed works with possible disclosure on his cost of the works/tasks completed.
- Thus, the Seller is to pay the costs of repeated commissioning.

2. A completion of any essential part of the order has to be confirmed in writing by the delivery-acceptance protocol signed by the Buyer and the Seller.

**§ 8**

1. Unless otherwise specified, the Buyer must accept partial or total project's completion within five working days from the declaration of readiness for the acceptance procedure.

2. The Buyer has right to control a proper performance of the contract or order at any stage. In case of impropriety the costs of survey have to be paid by Seller.

**§ 9**

Until signing of final delivery-acceptance protocol of the object or order, the Seller bears responsibility for theft, damage, and destruction of parts/components, as well as materials and tools both own and supplied by Buyer.

**§ 10**

1. The Seller must immediately inform in writing the Buyer about any circumstances which may influence the due performance of the contract. However, the mentioned information does not release the Seller from any and all liability for the due performance or non-performance of the order/contract.

2. If the Seller performs the contract/order on premises of the investor (final customer/end user), it must follow right and rules defined by the investor (final customer/end user) issued for employees working on its premises.

3. If the Seller has violated the provision of the contract, rights, and/or rules of occupational health and safety, fire precautions, and environmental protection, the Buyer is authorized without legal consent to vicarious performance at cost and risks of the Seller.

In particular, if:

- a) the Seller doesn't perform or violates due performance under the contract or order,
- b) the Seller breaks the accepted deadlines (delay exceeded 5 days) or the Buyer suspects that the Seller shall not discharge obligation in part or at large,
- c) the Seller does not observe the rules of occupational health and safety, fire precautions, and environmental protection (in this case the Buyer has right to vicarious performance and to the Seller's expulsion from the site).

4. The Buyer will execute its right to vicarious performance after brief written information delivered to the Seller at least 2 days in advance, informing him about non-performance or violation of due performance under the contract or orders. In case of implementation of the vicarious performance the Buyer has the right to claim for compensation on the score of not performing or violation of due performance under the contract or orders by the Seller (defrayal of total expenses of vicarious performance incurred by the Buyer, in particular) and for contractual penalty. The right to implementation of the vicarious performance does not exclude implementation of other remedies permitted by law, including waiver from contract or order.

#### § 11

The Seller may notify in writing the necessity of additional tasks not included in the contract or order and hardly predictable even with most due performance. The notification must consist of the scope of works and detailed cost estimate. The Buyer who does acknowledge the necessity of additional tasks not included in the contract or order is free to entrust them to any third party. If these additional tasks will perform the Seller, the decision must take the form of an annex to the contract/order, or result in separate, brand new order. The Seller runs on own cost and liability any additional tasks preformed prior to written annex to the order or contract. This does not give the Seller the authority to financial claims. If the Buyer acknowledges that tasks declared additional had formed part of the order, the Seller has to perform them within the scope of order/contract without supplementary financial claims.

#### § 12

The Buyer may waive from the agreement not later than 50 days before the contract's deadline (contractual right of withdrawal). Above-mentioned does not exclude a possibility of moving from the contract by the Buyer upon principles arising from Civil Code (statutory right of withdrawal).

#### § 13

The Seller is liable on a risk basis and undertakes to compensate for losses, including: damages, third party claims and lost profits.

#### § 14

The Seller is not allowed to communicate face-to-face with the investor/end user without prior acceptance in writing of Buyer or in the absence of Buyer's representative. Any decisions concerning the order or contract done without presence and unbeknown to the Buyer are acknowledged void, thus, they are not the basis of the Seller's request of price or salary enhancement.

### III. Remuneration

#### § 15

1. The delivery-acceptance protocol of order (partial or final) signed both by Buyer and Seller must precede the issue of an invoice with implementation of §6 of present GCP. The invoice without bilaterally signed protocol may be recognized unfounded and returned to the Seller. Thereby, the Seller would have no right to submit any claims. Unless otherwise specified, the invoice is delivered in conventional paper form. The Buyer shall accept electronic invoicing (e-invoicing) only after prior agreement.
2. Unless other date specified, the Buyer shall pay the price/remuneration to a banking account of the Seller indicated at the invoice no later than 60 days from delivery of the correctly issued invoice.
3. The payment date is the date of Buyer's account debiting.

4. Unless otherwise specified in the order, the Buyer may pay advance only if the Seller delivers unconditional, payable on first demand bank/insurance guarantee of advance recovery. The Buyer must beforehand accept both content of the guarantee and the guarantor.

#### § 16

1. If for reasons contingent on the Seller, the Buyer at any stage of order's or contract's implementation will apply designated prerogatives (e.g., vicarious performance or contractual penalty), the Buyer is free to do one of the following:

a) to reduce price/the contractual remuneration by the cost of vicarious performance and/or imposed contractual penalties. The dues deduction (reduce of contractual remuneration) is executed on the basis of unilateral statement of the Buyer, regardless the stage of order's/contract's implementation; or

b) to burden the Seller with accounting note with seven-day maturity date after earlier ineffective payment request and determination of an extra seven-day payment deadline. The Seller is obliged to pay an uncleared due directly to the bank account of the Buyer.

2. The Buyer's claim of payment following vicarious performance and/or contractual penalty becomes exigible immediately after vicarious performance was done or after the Buyer was authorized to charge contractual penalty. However, no later than upon a day of issuing the accounting note or on the day the premise to request the reduction of price/contractual remuneration has arisen.

#### § 17

If Seller has got into arrears, the Buyer may pay the price/remuneration to any sub-supplier/subcontractor. However, the payment cannot exceed the sub-supplier's/subcontractor's amount of duty and will be paid on risk and financial burden of the Seller. The Buyer has right to diminish Seller's price/the contractual remuneration by the sum paid to the sub-supplier/subcontractor. The Buyer irrevocably agrees that has no right to get that money back from the Buyer. The Seller carries any risk consequent upon order's implementation (all the liabilities, contractual penalties, guarantee and warranty claims included).

#### § 18

The Seller may not transfer receivables (resulting from order/contract) without prior acceptance in writing from the Buyer. It shall otherwise be null and void.

### IV. Contractual penalties

#### § 19

1. In case of delay of an order implementation (partial or final) or of defect removal, the Seller must pay contractual penalty equal to 0.5% of price/gross remuneration for every day that passed. In case of estimated remuneration or as-built remuneration, the Seller must pay contractual penalty equal to 1000.00 PLN for each day of delay.

2. If withdrawal from the order or contract is due to the Seller's fault, the Seller will pay a contractual penalty in the amount of 35% of the gross price/remuneration specified in the order.

3. The Buyer will issue a debit note, payable within 7 days from the date of its delivery to the Seller's registered office.

#### § 20

The Buyer has the right to apply for additional compensation exceeding contractual penalties, on general principles specified in the Civil Code.

### V. Quality Guarantee and Warranty

#### § 21

Unless otherwise specified, the Seller declares that provides 36 months warranty and quality guarantee on the object of the order or contract. The warranty and quality guarantee period begins on the day of signing the final acceptance protocol of performed tasks, completed order or contract.

#### § 22

1. Unless otherwise specified, the Seller undertakes to remove physical defects or to deliver defect-free items within the time specified by the Parties.
2. Unless otherwise specified, the Seller undertakes to meet the guarantee conditions on own cost and responsibility in the place where the object of the contract or order has been installed/assembled/commissioned.
3. After the physical defect is removed, the quality guarantee for the repaired or replaced part starts from the beginning. If the physical defect is significant, the quality guarantee of the entire object of the order or contract starts from the beginning, too.

#### § 23

1. The Buyer may make claims under the quality guarantee or warranty at his/her own discretion.
2. Regardless of other provisions listed in the GCP, if the Seller fails to fulfill the obligations arising from the quality guarantee or warranty, or does not start the repair within the prescribed period, the Buyer has the right to vicarious performance on the Seller's cost and responsibility without the consent of the court.

#### § 24

1. Products delivered by the Seller must be admitted to trading in the Republic of Poland and must comply with obligatory legal provisions and adopted technical standards. Some products (e.g. intended for devices, subject to technical supervision) may fall within additional requirements specified in the order by the Buyer. All quality documentation must be prepared in Polish (in particular the operation and maintenance manual). If documentation is prepared in more than one language, the Polish version is the binding one.

### VI. Insurance and Liability

#### § 25

The order must thoroughly stipulate terms and requirements towards any insurance policy, which in turn must meet the terms of the order. If the order does not specify detailed insurance conditions, it is assumed that Seller is obliged to present a civil liability insurance, which should meet market insurance standards with an insurance sum not lower than the gross value of the order.

#### § 26

The Seller will release the Buyer from all possible claims for damages against the Buyer, its employees, and third parties in respect of all claims resulting from losses, damages and costs (including legal costs) of any kind resulting from the concluded contract or order, unless the Seller proves that he is not responsible for them. In particular, the Seller is responsible for:

- a) loss or damage of property belonging to the Buyer, third parties, sub-suppliers, subcontractors, employees or other persons involved in the execution of the order;
- b) health damage or death of an employee or a person in any formal relationship with the Buyer, other Sellers, or third parties,
- c) breaches of the provisions of the contract by himself, his sub-suppliers / subcontractors or any other person for whom the Seller is responsible under the contract.

### VII. Copyrights

#### § 27

1. If the subject of the order or contract are: a design, preparation of documentation, analysis or preparation of an opinion (hereinafter referred to as the "Project"), prepared by the Seller, upon acceptance of the Project or its part by the Buyer the Seller transfers to the Buyer the proprietary rights to the Project as a whole, but also to individual parts constituting the Project, along with the right to exercise derivative rights to. Thus, the Buyer acquires the exclusive, irrevocable, unlimited, and transferable right to use, reproduce, and change the Project, as well as its individual parts, made as part of the order's or contract's implementation. Acquisition of the proprietary rights to the whole Project or to individual parts constituting the Project always is a part of the remuneration described in Part III of the GCP.
2. The transfer of copyright (the proprietary rights) of the Project or of its individual parts includes all means and forms of registration, recording, and dissemination (fields of exploitation, Polish: *pola eksploatacji*). In particular:

a) production of copies of the Project or its individual parts with the use of specific technology, including printing, reprographics, magnetic recording and digital technology, on CD-ROMs and/or DVDs of any type and and format, as well as on any other existing and future information carriers

b) unlimited multiplications of copies;

c) the right to:

- adapt the Project or its individual parts,
- make changes to design and layout,
- use only the parts of the Project,
- make modifications of the Project or its individual parts,

for the needs of all means and forms of registration and recording, reproducing, and dissemination, for the purposes of the Buyer's business activities in particular;

d) trading of the Project or its individual parts, i.e.:

- placing on the market, including: lending, granting licenses to third parties to use the rights to the Project or its individual parts and further resale of the Project or its individual parts in the scope acquired copyrights,
- publicity of the Project or its individual parts so that everyone can have access to it in time and place chosen and can distribute it in unlimited edition, also over the Internet, extranet, and any other computer network.

3. The transfer of copyright (the proprietary rights) of the Project or its any individual part is meant as the ownership transfer to the Buyer (without making a separate statement/declaration).

4. The Seller commits oneself not to execute the non-property copyrights of the Project or its any individual part, and allows the Buyer to use the proprietary rights (copyrights) of the Project or its any individual part within the territory of the Republic of Poland and beyond for unlimited time.

5. The right to use (exploit) the fields referred to in section 2 above applies—in part, in whole or in combination with other works, both original and in the form of studies—to the Projects or individual parts of the Project.

6. The Seller grants the Buyer an irrevocable power of attorney to make on behalf of the Seller all decisions related to the non-property copyrights of the Project or its any individual part, in particular regarding to:

- a) marking the Projects or individual parts of the Project with your name, nickname or sharing them anonymously,
- b) reliable use and implementation of the Projects or individual parts of the Project, as well as inviolability of the content and form of the Projects or individual parts of the Project,
- c) deciding on making the Project or its individual parts public for the first time,
- d) a supervision over the use of the Projects or individual parts of the Project.

The above power of attorney is effective from the date of acceptance of the Project by the Buyer.

## VIII. Final Provisions

### § 28

The Buyer hereby certifies that it will keep confidential all information, data and documents, regardless of the media and means by which they were transferred to the Seller. The information, data and documents mentioned may not be disclosed or made available to third parties without the prior written consent of the Buyer. Breach of the above obligation may result in a claim for damages. Data confidentiality also applies after the end of the contract.

### § 29

1. The Seller declares that he will respect the Buyer's trade secrets and undertakes to comply with the Act of August 5, 2010 - the *Act on the Protection of Confidential Information* (Journal of Laws—Dz. U. no. 182, item 1228) and the *Unfair Competition Act of April 16, 1993* (Journal of Laws—Dz. U. no. 47, item 211).

2. The administrator of personal data is the Buyer (hereinafter referred to as the "Administrator" or INTEC), based in registered office at ul. Wrocławska 33d, Długołęka, 55-095 Mirków (Poland), [www.intec.com.pl](http://www.intec.com.pl), e-mail: [biuro@intec.com.pl](mailto:biuro@intec.com.pl), phone +48 71 348 18 18.



3. Legal basis of processing: the *Personal Data Protection Act of May 10, 2018* (Journal of Laws of 2018,—Dz. U. item 1000; hereinafter referred to as the "Act") and *Regulation (EU) 2016/679 of the European Parliament and of the Council of European Union of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC* (hereinafter referred to as GDPR).

4. Purposes of personal data processing:

- a) servicing of inquiries and orders from customers,
- b) the other, necessary for INTEC S.A. to conduct business activities.

5. Personal data provided by the Seller will be processed only for purposes related to the business activities conducted by INTEC S.A. and stored for the period necessary to complete individual tasks performed as part of the business activities conducted by INTEC S.A.

6. The Seller has the right to obtain access to own personal data from the Administrator, its rectification, deletion ("right to be forgotten") or limitation of processing, objection to processing and the right to transfer data. Requests may be submitted electronically to the following addresses:

[a.pieles@intec.com.pl](mailto:a.pieles@intec.com.pl) or [k.mocko@intec.com.pl](mailto:k.mocko@intec.com.pl) Cc: [biuro@intec.com.pl](mailto:biuro@intec.com.pl)

The Administrator should respond immediately, no later than 30 days after submitting the request.

7. The Seller has the right to lodge a complaint with the supervisory authority, which is the chairman of the Office of the Personal Data Protection (Polish: *Prezes Urzędu Ochrony Danych Osobowych*).

8. Providing personal data is voluntary, but necessary to achieve the processing purposes listed in section 4 above. Failure to provide data will result in failure to establish or discontinue cooperation with INTEC S.A.

9. Personal data provided by the Seller may be profiled.

### § 30

1. Any changes and deviations from these GCP must be in writing otherwise shall be null and void. Any other changes to the provisions of these GCP will not be considered binding.

2. In matters not regulated by these GCP, the provisions of the Civil Code shall apply.

3. Contractual disputes will be resolved by the court competent for the Buyer's registered office.

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