

## **General terms and conditions of purchasing**

### **I. Authoritative conditions**

The following terms and conditions shall apply to all purchases made by Hendrickson Poland Sp. Z. o. o. ("Hendrickson") unless otherwise agreed in writing. Any sales conditions or special supplier provisions that are in contradiction of Hendrickson's general terms and conditions of purchasing shall only be binding on Hendrickson if Hendrickson has expressly recognised them in writing for the specific transaction and shall only apply to the transaction to which they were agreed. Hendrickson shall not be obliged to explicitly contradict any such sales conditions or special supplier provisions.

### **II. Order**

An order shall be deemed to have been placed if Hendrickson has written and signed it, or has transmitted the order by electronic means, including e-mail. Delivery schedules may also be sent via automatic data transmission. Upon accepting the order, the supplier acknowledges that supplier is informed as to the type and scope of performance by viewing the existing documents. Hendrickson shall not be bound by any obvious mistakes, typographical errors and miscalculations in the documents, drawings and plans furnished by Hendrickson. The supplier shall be obliged to inform Hendrickson of any such errors and missing documents or drawings so that Hendrickson may amend its order. All orders must be confirmed by Hendrickson in writing within two weeks as of ordering. If Hendrickson does not confirm the order in writing, it is entitled to withdraw from the agreement within 3 weeks from placing the order.

### **III. Deviations in quality and quantity**

No quantitative and qualitative deviations from the wording and content of Hendrickson's order or changes to the agreement shall be permissible without Hendrickson's written consent. The supplier is obliged to effect any changes that Hendrickson may reasonably request with regard to contractual terms of design and execution. The effects thereof, particularly with regard to additional or reduced costs and delivery deadlines, shall be specified by mutual agreement.

### **IV. Property rights, drawings, designs, models, dies**

The supplier shall indemnify and hold Hendrickson harmless for all claims arising from execution of Hendrickson's order in such cases in which any domestic and foreign third-party property rights, particularly patent, trademark rights or copyrights in design, are violated, in particular as a result of fulfilling the provisions of certain quality and other properties or as a result of using any drawings, models, designs or aids created by the supplier and similar provisions. The supplier undertakes to inform Hendrickson immediately of any risks of violation or purported cases of violation of which the supplier gains knowledge.

### **V. Safe storage/property**

Within the scope of the due care and diligence of a holder in trust, the supplier shall store any drawings, tools, models, designs, dies, material, or other items provided by Hendrickson ("Property") and, where necessary, take out insurance against damage or loss at his own expense. All Property produced by Hendrickson or on Hendrickson's behalf by third parties shall remain Hendrickson's Property and, accordingly, must not be used for deliveries to third parties without Hendrickson's prior written consent. The supplier may only destroy or scrap the above items of Property after having obtained Hendrickson's written consent. If substantial deterioration of the ownership structure and/or financial circumstances become known or if there are any other shortages of liquid funds and default of the supplier, Hendrickson shall be entitled to review the performance of and withdraw from the relevant contract within 3 months from the moment of placing the respective order.

### **VI. Invoices, prices, terms of payment**

1. Invoices shall be made out separately for each order. Payment shall only be made after complete receipt of the conforming goods or complete and satisfactory performance of the service and after receipt of the invoice. This shall apply to partial deliveries. Any delays caused by incorrect or incomplete invoices shall cause the discount period to be extended accordingly.
2. Unless otherwise agreed in writing, the contractual currency shall be Euro (€).
3. Unless otherwise agreed, the agreed prices are fixed unless the supplier generally reduces the affected prices.
4. All prices are net prices. Additionally, value-added tax (sales tax) shall be invoiced at the respective valid rate on domestic deliveries and other services.
5. Unless otherwise agreed, the following terms of payment shall apply: 3% discount on payments made within 30 days, 60 days net.
6. Payment shall be made by bank transfer.
7. In the event of non-conforming delivery, Hendrickson shall be entitled to withhold payment until due performance has been made.

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8. In the event of a business transaction in foreign currency, conversion shall be performed on the basis of the foreign exchange buying rate published by the National Bank of Poland at the date before delivery, with the supplier bearing the exchange risk.
9. No claims of the supplier against us may be assigned to third parties without our prior written consent.

#### **VII. Packaging**

Unless otherwise agreed, packaging shall be included in the price. The supplier shall ensure that the packaging provides sufficient protection of the goods. Any packaging instructions prescribed by Hendrickson shall be observed.

#### **VIII. Transshipment notes**

Delivery notes and packing slips shall be enclosed in duplicate with every shipment. The following documents must be enclosed with every delivery:

- order number
- product identifier with our product number, if applicable
- quantity and unit
- gross and net weight
- remaining quantity for partial deliveries
- customs tariff number
- country of origin

#### **IX. Delivery periods, delivery deadlines**

Delivery periods and deadlines shall be binding and shall be calculated from the date of the order unless otherwise agreed. The goods must have been received by the receiving point indicated by Hendrickson within this delivery period. If any delays are to be expected, the supplier shall inform Hendrickson immediately. This shall also apply to agreed partial deliveries. If the supplier is in default, Hendrickson shall be entitled to demand a contractual fine of 0.5% of the net order value per week started, not exceeding 5% of the net order value. This does not exclude the right to claim damages exceeding the amount of the contractual penalty. Regardless of this, Hendrickson shall, after granting an extension under the sanction of withdrawal from the agreement, be entitled to withdraw from the agreement and/or demand compensation for non-fulfilment.

#### **X. Place of performance**

The Incoterms as amended shall apply to our business transactions. Unless otherwise agreed, the place of performance for deliveries shall be our warehouse and work site (DAP Torun Incoterms 2010).

#### **XI. Warranty and liability**

1. The supplier guarantees that the goods, including packaging and labelling, correspond to our order and our demands and are free of any legal, material defects and quality defects.
2. Our order shall be executed professionally and according to industry standards.
3. In the event of a defect in the goods delivered or service provided, we shall be entitled either to demand remedy of the defect or delivery of a conforming product. All expenses caused hereby shall be borne by the supplier. This shall be without prejudice to the assertion of any claims for damages.
4. Upon new delivery of a conforming product, the supplier shall be asked to arrange return delivery of the defective product at supplier's expense. If supplier fails to comply with this demand within two weeks, we shall be entitled to have the defective product scrapped at the supplier's cost.
5. If the supplier fails to comply with our demand to remedy the defect within one week, we shall be entitled either to withdraw from the agreement or demand a reduction of the purchase price.
6. It shall not be necessary to set a deadline if the supplier refuses post-performance, if this is unreasonable for us or has already been unsuccessful once. Withdrawal from the agreement shall not affect any claims for damages.
7. The warranty periods shall be the statutory warranty periods.
8. The supplier shall indemnify us for all claims caused by delivery of defective goods. This shall apply particularly to manufacturer's liability.
9. All facilities where the goods are produced by the supplier are certified and will remain certified during the term of the order under IATF16949/ISO9001:2015, TS16949, ISO9000 and any other applicable standard specified in the order unless exempted in accordance with our procedures.
10. Supplier shall comply with industry standards, and the applicable laws and regulations in force in Poland, European Union, or in any country where its customers are located, as well as all of the provisions of the country in which it is located, Poland, European or international standards, and our internal instructions, standards and specifications which the supplier represents it has been informed of.

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11. We will, in accordance with IATF16949/ISO9001:2015, communicate to supplier certain requirements, including without limitation, applicable statutory and regulatory requirements, customer specific requirements, and/or special product and process characteristics, to be observed, adhered to or performed by supplier in the course of supplier providing the goods. Supplier shall promptly communicate those same requirements, as applicable, to all of its suppliers or subcontractors who are contributing to the goods. Supplier's subcontractors and suppliers will be similarly bound to communicate all requirements to their respective subcontractors and suppliers, and so on. We are deemed to be a third-party beneficiary of these provisions.
12. Supplier agrees not to provide any goods or components of goods that contain 3TG (tin, tantalum, tungsten and gold) or other minerals that have been sourced from conflict-affected and high-risk areas worldwide. These areas include (1) areas in a state of armed conflict; (2) fragile post-conflict areas; (3) areas with weak or non-existent governance and security, such as failed states; and (4) with widespread and systematic violations of international law, including human rights abuses.

#### **XII. Force majeure or other delivery hold-ups**

Events such as war, civil war, export and trade restraints, strikes, etc. that make it impossible or unreasonable for one party or both parties to fulfil the agreement shall be deemed to be *force majeure* and shall release the parties from their obligation to perform the agreement for the duration of such events. Both parties undertake to inform the other party immediately of the start and end of any such impediments to performance and to adapt their obligations to the changed circumstances.

#### **XIII. Secrecy**

The parties undertake to treat as trade secrets all commercial and technical details that are not common knowledge and of which they gain knowledge through their business relations. Drawings, models, templates, designs, etc. must not be given or otherwise made accessible to unauthorized third parties. Duplication of such items shall only be permissible within the scope of company requirements and copyright regulations. Any violation of this shall be punished with a contractual fine of 10% of the order total.

#### **XIV. Place of jurisdiction, applicable law**

The laws of Poland shall apply exclusively to all matters of a legal nature, excluding UN sales law (CISG). This shall also apply if the supplier is based abroad. The exclusive place of jurisdiction shall be Torun. The language of proceedings shall be Polish.

#### **XV. Data protection**

In accordance with the data protection act, attention is drawn to the fact that Hendrickson store data on suppliers and use such data in the course of our co-operation. By accepting an order, supplier consents to the storage and use of supplier's data. Full content of the privacy policy is published on our website at <https://www.hendrickson-intl.com/privacy-policy>.

#### **XVI. Severability**

If any provisions of these general terms and conditions of purchasing become ineffective in whole or in part, this shall not affect the validity of the remaining provisions.

#### **XVII. Deviating agreements**

Any agreements deviating from these general terms and conditions of purchasing must be confirmed by Hendrickson in writing in order to be valid. The other provisions of these terms and conditions of purchasing shall remain effective in this case.

#### **XVIII. Vendor Code of Conduct**

The provisions of the Global Vendor Code of Conduct as published on Hendrickson's supplier portal at <https://www.hendrickson-intl.com/suppliers> are incorporated by reference into these terms and conditions of purchasing, and any violation by supplier of the Global Vendor Code of Conduct will be considered a default by supplier under these terms and conditions of purchasing.