

**GENERAL TERMS AND CONDITIONS
FOR PURCHASE ORDERS FOR GOODS OR SERVICES
PERFORMED FOR TRANSSYSTEM SPÓŁKA AKCYJNA**

Version as of 28 June 2023

§ 1

General Provisions, Definitions

1. These General Terms and Conditions for Purchase Orders performed for TRANSSYSTEM S.A. (hereinafter referred to as "**GTCPO**") define the rights and obligations of the parties under sales, supply and other agreements pursuant to which TRANSSYSTEM S.A. based in Wola Dalsza, address: Wola Dalsza 367, post Łañcut, Poland, registered in the Register of Entrepreneurs of the National Court Register by the District Court in Rzeszów XII Department under KRS [National Court Register]: 0000749736, REGON [National Business Registry Number]: 146958589, NIP [Tax Identification Number]: 5272704255, with share capital in the amount of 16,348,840.00 PLN paid in full, hereinafter also referred to as the "**Buyer**", purchases goods and/or services as part of the Purchase Orders placed each time.
2. The following terms used in the content of the GTCPO performed for TRANSSYSTEM S.A., shall have the following meaning:
 - a) Purchase Order or Agreement - all individual sales, delivery, and other agreements under which TRANSSYSTEM S.A. purchases goods and/or services under the terms of these GTCPO,
 - b) Seller - a natural person conducting a business activity, an organizational unit without legal personality or legal entities, entering into an Agreement with the Buyer, in particular partnerships or companies,
 - c) Parties - the Buyer and the Seller jointly,
3. Acceptance of these GTCPO takes place each time the Parties conclude a Purchase Order.
4. The provisions of the GTCPO constitute an integral part of each Purchase Order in which TRANSSYSTEM S.A. is the Buyer.
5. The conclusion of the Agreement by the Parties based on these GTCPO exclude the application of any standard agreements (general terms and conditions of agreements, sales terms and conditions, agreement templates, regulations, etc.) used or established by the Seller.
6. The provisions of the GTCPO shall remain in force for the entire duration of the Purchase Order, unless otherwise agreed by the Parties. Any changes to the GTCPO do not affect the content of the Purchase Order concluded before the date of the changes.
7. The language of the Purchase Order shall be Polish.
8. If the Seller performs the Purchase Order on the territory of the Buyer or the Buyer's end customer territory, the Seller shall possess and present to the Buyer proof of a current policy of adequate liability insurance for its business activity and confirmation that the policy has been paid in full. The minimum value of the policy shall be determined depending on the Purchase Order.
9. The Seller, at his/her own expense and risk, shall take all actions necessary to ensure compliance of the subject of the Purchase Order with applicable laws, standards, relevant permits, technical documentation, and good practice.
10. The Seller declares that only persons with the appropriate qualifications, licenses, and authorization, resulting from the nature of the activities performed by these persons and the applicable provisions of the applicable law shall be employed for the execution and supervision of the Purchase Order.

11. These GTCPO are published on the Buyer's website: <http://transsystem.pl/o-firmie/warunki-wspolpracy>

§ 2

Purchase Order/Agreement Conclusion, the Seller's Offer.

1. Under the terms of these GTCPO, the Buyer, as authorized, is entitled to place Purchase Orders for goods and services offered by the Seller under the Seller's individual offers or price lists.
2. In the Purchase Order, the Parties are authorized to specify the technical and commercial terms of a given Purchase Order.
3. The Seller shall send to the Buyer confirmation of acceptance of the Purchase Order for execution in writing within 2 (two) working days from the date of its receipt. The confirmation of the Purchase Order is of a technical nature only and shall not change the provisions of the Purchase Order and these GTCPO.
4. If the Seller fails to confirm the acceptance of the Purchase Order for execution, or fails to refuse to accept it in writing, within the time limit set forth in § 2 item 2 of the GTCPO, the Purchase Order shall be deemed accepted in accordance with its content and the terms of the GTCPO.
5. If the Seller has information about circumstances that may lead to failure in meeting the deadline for execution of the Agreement, he/she shall immediately inform the Buyer about these circumstances, under pain of forfeiting the right to invoke these circumstances in case of failure in meeting the deadline.
6. The Seller shall provide the Buyer with the opportunity to conduct audits/inspections of the Purchase Order execution site (including its sub-suppliers/subcontractors) and shall provide all required documents and certificates necessary for proper performance of the subject of the Purchase Order submitted by the Buyer.
7. Deviations from the terms and conditions of the Buyer's Purchase Order, including any objections to prices, as well as telephone arrangements, supplements, and amendments are permitted upon the written consent of the Buyer under pain of nullity.
8. The Seller shall include the Purchase Order number in all correspondence relating to this Purchase Order and related shipping documents. Absence of such identification entitles the Buyer to return the correspondence or delivered goods and withhold payment.
9. The Seller shall allow Buyer's representatives and/or Buyer's final customer's inspectors access to its plants and offices and to the plants and offices of its sub-suppliers/subcontractors to conduct all required inspections necessary to verify the Seller's compliance with the terms and conditions of the Purchase Order.
10. The Seller shall document any changes that arise during the execution of the Purchase Order in relation to the documentation provided by the Buyer as well as that the change was made with the written consent of the Buyer or in agreement with the Buyer's authorized representative.

§ 3

Execution of the Purchase Order/Agreement, Delivery

1. The Seller shall take all actions necessary to ensure that the Purchase Order complies with applicable laws, relevant Seller's and Buyer's permits, technical documentation, and good practice.
2. The Seller shall, at his/her own expense and risk, provide all equipment, materials, tools and other things necessary for the execution of the Purchase Order.
3. The execution of the Order, including the delivery of the ordered products shall take place in accordance with the delivery terms indicated in the Purchase Order. If no other delivery terms are specified in the Purchase Order, the delivery of goods or services shall take place under the terms of DDP Incoterms 2020 at the expense and risk of the Seller.
4. The Purchase Order shall be carried out in the form of complete deliveries, i.e., containing products, materials, and raw materials, with the required approvals, measurement protocols, quality certificates and other documents specified in the Purchase Order, or resulting from the characteristics of these items, which the Seller shall deliver in accordance with the terms of the Purchase Order.
5. Prior to shipment of the goods, the Seller shall check if the quantity of the shipped goods is in accordance with the Purchase Order and confirm in the delivery documents that the inspection has been carried out. Transfer of the subject of the Purchase Order to a professional carrier does not constitute delivery to the Buyer.
6. The transfer of responsibility, benefits and risks associated with the subject of the Purchase Order takes place upon delivery to the destination indicated in the Purchase Order and upon acceptance into the stock of the Buyer's warehouse (place of delivery), and in case a pickup at the destination is required - upon such a pickup.
7. The Seller shall issue and deliver all shipping documents required by law.
8. If the required shipping documents are missing for any delivery, then the goods shall be stored at the expense and risk of the Seller who is responsible for the goods throughout this period until the delivery of the documents.
9. The Seller shall package and secure the subject of the Purchase Order/Agreement and provide transportation conditions in accordance with the Packing and Transportation Instructions for Materials and Products available at www.transsystem.pl – in the version in effect as of the date of shipment.
10. Partial deliveries or deliveries with a delivery date beyond the required delivery date require the written consent of the Buyer given under pain of nullity.
11. The Seller declares to possess organizational and technical facilities suited to the type and scale of his/her business activity in the industry in which the transaction is carried out, and which are located at his/her registered office or a duly notified principal place of business.
12. The Buyer reserves the right to:
 - a) Inspection of the execution of the Purchase Order by authorized representatives of the Buyer, including health and safety, fire protection and environmental protection services. Neither the inspection nor its consequences relieve the Seller from proper execution of the Purchase Order, and do not entitle the Seller to demand changes to the Purchase Order, in particular to postpone the deadlines resulting therefrom;
 - b) Remove the Seller or its subcontractor from its premises and terminate or withdraw from the Order, at the Buyer's discretion, with immediate effect for reasons attributable to the Seller in the event of repeated gross violations of health and safety, fire and environmental

protection regulations and requirements, as well as other internal regulations in force at the Buyer's premises;

- c) The Buyer reserves the right to: remove from his/her premises a member of the Seller's personnel or his subcontractor in the event that they are found to be under the influence of alcohol, in a state of intoxication, or under the influence of drugs during a breathalyzer/drug test or refuse to submit to such test without the right to return to the execution of the Purchase Order.

§ 4

Price Terms

1. All prices indicated by the Seller for the execution of the Purchase Order (or the Agreement) are lump-sum and cover all costs, taxes, fees and expenses of the Seller related to the subject of the Purchase Order, in particular all: official fees, etc., taxes other than Polish VAT including withholding tax, fees and local taxes of a given country, value added tax of a country outside Poland.
2. All prices presented by the Seller to the Buyer are net prices, understood as the value of the net payment owed to the Seller, in particular, they include the calculated and included in the net price costs, taxes, fees and expenses of the Seller specified in item. 1 above.
3. The Seller is solely responsible for the payment of any taxes, fees or other charges required to be paid by the Seller in connection with his/her business activities as part of the performed sale.
4. In the case of a domestic transaction in Poland, the Seller shall increase the net price by VAT, calculated according to the rates and payable in accordance with the provisions of tax law.
5. All prices presented by the Seller to the Buyer, include transportation and packaging costs, unless other Incoterms have been agreed upon in the Purchase Order.
6. The Seller bears the cost of insurance if it is required for the transportation of the shipment.
7. In relation to Purchase Orders, in which the price is not specified, as well as in cases where the price is given as an approximation, the Buyer reserves the right to verify and approve the price after receipt of the Purchase Order confirmation or invoice from the Seller.
8. Any additional costs and expenses incurred as a result of the Seller's failure to comply with the terms and conditions of the Purchase Order of these GTCPO shall be borne by the Seller.

§ 5

Inspection of the Delivered Subject of the Purchase Order, Reporting Irregularities

1. The inspection of the delivered subject of the Purchase Order and reporting the defects found as well as deliveries that do not comply with the Purchase Order are carried out by the Buyer as soon as possible, immediately after their discovery.
2. If defects are found in the delivered goods, the Buyer shall send a complaint to the Seller by e-mail or in writing. The same applies to deliveries that do not comply with the Purchase Order. The Buyer may withhold payment for the invoice, issued for the advertised goods, until the processing of the reported complaints is completed.
3. The fact that the goods have been paid for and the fact that the delivered goods have been accepted does not deprive the Buyer of the right to file a complaint at a later date.
4. If the delivered goods are found to deviate from the agreed terms of the Purchase Order, the Buyer reserves the right to refuse acceptance of the goods.

§ 6

Payment Terms

1. Payment of remuneration owed to the Seller shall be made on the basis of a correctly issued VAT invoice, in accordance with the provisions of the Value Added Tax Act of March 11, 2004 (Journal of Laws No. 54, item 535), i.e., April 7, 2022 (Journal of Laws of 2022, item 931, as amended), within the payment period specified in the Purchase Order. If no payment term is specified in the Purchase Order, it shall be 60 days calculated from the end of the calendar month.
2. Fixed in the Purchase Order or resulting from item. 1 above, the payment term is calculated from the date of the first day of the month following the month in which the Buyer receives a correctly issued VAT invoice, but not earlier than after the Seller executes the Order.
3. If there is a delay on the part of the Seller in providing the Buyer with the required material certificates, quality certificates, measurement protocols and materials or other documentation of the subject of the Purchase Order, the Buyer is entitled to extend the payment deadline by the time of the delay.
4. The payment deadline is deemed to have been met when the Buyer's account is debited.
5. The Buyer is a Polish tax resident, an active VAT taxpayer registered in Poland. The tax number used for transactions performed in Poland is 5272704255, while outside Poland it is PL5272704255.
6. Each time the Seller uses the NIP indicated on an invoice issued by him/her, the Seller declares at the moment of issuing the invoice that: he/she is an active VAT taxpayer registered in Poland, using the NIP registered in Poland; or that he/she is an active EU VAT taxpayer registered in the EU country of which he/she uses the NIP.
7. The Seller shall comply with the statutory obligation to disclose in the VAT return the tax due for invoices issued in the execution of a given Purchase Order.
8. The Buyer declares that he/she does not consent to the Seller sending invoices, duplicates of these invoices and their corrections, as well as correction notes in electronic form, except for cases to which the Buyer has already given or will give written consent in the future.
9. Issued invoices must contain a reference to the corresponding purchase order number. The Ordering Party reserves the right to return all incorrect invoices to the Contractor.
10. The Seller is not entitled to make deductions of receivables owed to him by the Buyer.
11. The Seller shall indicate on the invoice the bank account to be used for payment, of which the Seller is the owner.
12. In addition, in the case of the Seller using a NIP registered in Poland, the bank account disclosed at the time of issuance of the invoice is included in the list of entities registered as VAT taxpayers, unregistered and deleted and restored to the VAT register kept by the Head of the National Tax Administration (hereinafter referred to as the "The White List of VAT Taxpayers").
13. If the bank account disclosed in the White List of VAT taxpayers is changed, the Seller shall, prior to receiving payment, inform the Buyer on the date of such change and provide the Buyer with a correcting invoice/correction note with the bank account number currently disclosed in The White List of VAT Taxpayers.

14. The Buyer has the right to withhold payment when he/she himself/herself discovers that the bank account is not disclosed in the aforementioned list, and the period of withholding payment for this reason shall not be considered either a delay or a late payment.
15. In the case of sales in Poland, when any of the items of the invoice issued by the Seller is subject to payment using the split payment mechanism in accordance with applicable laws, the Seller shall include the annotation "split payment mechanism" on the invoice.
16. In the event that this annotation is omitted by mistake, contrary to the existing legal obligation in this regard, the Seller is obliged to immediately inform the Buyer of this, which, however, does not relieve the Seller from liability for this violation, and if the payment on account of the invoice has been made by the Buyer, the Seller shall make a full refund of this payment and issue a correction to the invoice or a correction note. The Buyer shall then make a new payment to the Seller taking into account the split payment mechanism, which does not constitute a failure to meet the payment deadline by the Buyer.
17. The Seller declares that at the time of the transaction, he/she owns the actual receivables, his/her principal place of business or management board is not on the territory of a country recognized as a tax haven (within the meaning of the Ordinance of the Minister of Finance of March 28, 2019 on the determination of countries and territories applying harmful tax competition in the field of corporate income tax), and has not made settlements with an entity having its domicile, principal place of business or management board on the territory of a country recognized as a tax haven, or has made such settlements but they are not materially significant, and are in value below the transfer pricing thresholds for the tax year under the Polish tax law.

§ 7

Termination of the Purchase Order, withdrawal

1. Notwithstanding the cases provided by legal regulations, the Buyer may withdraw from the Order, by unilateral declaration, in the following cases:
 - a) The Seller delays the commencement or completion of the Order to such an extent that it is unlikely that the Seller will be able to complete it within the agreed time,
 - b) The Seller performs the Purchase Order in a flawed manner or contrary to the Purchase Order,
 - c) If it is not possible to execute the Purchase Order due to lack of cooperation on the part of the Seller,
 - d) The Purchase Order has material defects that cannot be removed, or if the circumstances indicate that the Seller is unable to remove them in a reasonable time,
 - e) The Seller is more than 7 days late in delivering the subject of the Purchase Order or in removing defects in the subject of the Purchase Order.
2. In the cases referred to in Section 1 Items a) - e), the Buyer – instead of withdrawing from the Agreement – may entrust the completion (or correction) of the Purchase Order to a third party, at the expense and risk of the Seller without the need to obtain court approval.
3. At any time, the Parties may agree to terminate the Agreement.
4. The Buyer may withdraw from the placed Purchase Order in the event of withdrawal by the end customer or failure to sign a contract with the end customer for the delivery of products/performance of works in connection with which the Buyer placed the Purchase Order, which does not exclude the right to withdraw under the general rules of the Civil Code.

5. The contractual right of withdrawal must be exercised within 90 days after the Buyer becomes aware of the occurrence of the event entitling the Buyer to withdraw from the Purchase Order.

§ 8

Stipulated Penalties

1. If a delay occurs in the execution of the Purchase Order or a delay in the removal of a defect covered by guarantee or warranty, the Seller shall pay the Buyer a stipulated penalty in the amount of 0.3% of the value of the Purchase Order, calculated for each day of delay.
2. If the Buyer withdraws from the Purchase Order for reasons attributable to the Seller, the Seller shall pay the Buyer a stipulated penalty in the amount of 15% of the value of the purchase order in question.
3. If the stipulated penalties do not cover the damage, the Buyer shall be entitled to claim additional compensation in accordance with the general rules provided for in the Civil Code.
4. The Seller shall indemnify the Buyer against all claims of third parties related to the Purchase Order for any damage caused by defects inherent to the subject of the Purchase Order.
5. If the Seller, or anyone acting on his/her behalf, violates the provisions of § 9 Dishonest Practices, the Buyer is entitled to cancel the Purchase Order at the Seller's expense and risk, and the Buyer may demand payment of the penalty in the amount of PLN 100,000.00 (one hundred thousand zloty) for each of the violations.
6. If the Seller, or anyone acting on his/her behalf, violates the provisions of § 13 Confidentiality, the Buyer is entitled to cancel the Purchase Order at the expense and risk of the Seller and the Buyer may demand payment of the penalty in the amount of PLN 100,000.00 (one hundred thousand zloty) for each of the violations.
7. The stipulated penalties referred to in this paragraph may be deducted from the Seller's receivables without the obligation to prove that the Buyer has suffered a loss.

§ 9

Dishonest Practices

1. The Seller must prevent any dishonest practices on his/her part, including those of his/her representatives and employees.
2. The Seller warrants and undertakes that he/she shall not make any donation or commission payment to any employee, agent, subordinate or representative of the Buyer in connection with the Purchase Order or any other agreement with the Buyer.
3. The Seller warrants and agrees that during the execution of the Purchase Order and within five years after the completion of delivery from the final Purchase Order, he/she shall not hire any employee of the Buyer.
4. If the Seller, or anyone acting on his/her behalf, violates the above provisions, the Buyer is entitled to cancel the Purchase Order at the Seller's expense and risk, and the Buyer may demand payment of the penalty in the amount of PLN 100,000.00 (one hundred thousand zloty) for each of the violations.
5. The Supplier shall comply with the provisions of: "Regulations of Ethical Conduct for Suppliers", "Policy of Appropriate Sourcing of Raw Materials", "Instructions for Packaging and Transportation of Materials and Products" and other instructions made available to suppliers at: <https://transsystem.pl/o-firmie/warunki-wspolpracy>

§ 10

Warranty and Guarantee

1. The Seller bears full liability to the Buyer under the warranty for physical and legal defects of the delivered goods and services.
2. The Buyer may exercise rights under the warranty for physical defects of goods independently of the rights under the guarantee.
3. The exercise of the guarantee rights does not affect the Seller's liability under the warranty. But if the Buyer exercises his/her rights under the warranty, the time limit for the exercise of warranty rights shall be suspended, effective from the date of notification of the defect to the Seller. The time limit continues to run from the date of the Supplier's refusal to perform his/her obligations under the guarantee or when the time for their performance expires ineffectively.
4. If the Purchase Order does not provide otherwise, the Seller gives the Buyer a quality guarantee for a period of 24 (twenty-four) months counting from the date of signing of an unqualified protocol of acceptance of the goods by the Buyer.
5. If, in the performance of his/her obligations, the Supplier delivered to the guarantee holder, instead of the defective item, a defect-free item or made significant repairs to the item covered by the guarantee, the guarantee period runs anew from the moment of delivery of the defect-free item or return of the repaired item. If the Supplier has replaced a part of the item, the above provision applies mutatis mutandis to the replaced part. In other cases, the guarantee period is extended by the time during which, due to a defect in the item covered by the guarantee, the holder of the guarantee could not use it.
6. The warranty period is equal to the guarantee period, with the proviso that it shall not be shorter than 24 months.
7. In the absence of other provisions, the time limit for the Seller to remove the defect shall be 3 days.
8. The Buyer may assert claims under the guarantee or warranty also after the expiration of the guarantee and warranty period, if before the expiration of the guarantee and warranty period the defect was reported to the Seller.

§ 11

Assignment of Rights and Obligations

1. Assignment of the rights and obligations of one Party under the Purchase Order to a third party requires the prior written consent of the other Party. This provision also applies to the transfer of receivables. Nevertheless, the Buyer is entitled, without the consent of the Seller, to assign rights or transfer obligations arising from the Purchase Order to another entity which is a member of the Buyer's capital group, as well as to a purchaser of the enterprise or its organized part covering the equipment / systems covered by the Purchase Order, or to an entity authorized to use the equipment / systems covered by the Purchase Order on any legal basis, to which the Seller agrees.
2. The other Party by giving its written consent to the transfer of rights or obligations under the Purchase Order to a third party, may make its consent conditional on the Party transferring certain rights or obligations, reserve certain rights for himself/herself, or reserve a condition or time limit. The consent to transfer rights or obligations, arising from the Purchase Order to a third party, may be granted to the extent consistent with the request of the Party transferring certain rights or obligations, or to a narrower extent than requested.

§ 12

Copyright

1. In the case of a Purchase Order, the subject which includes any documentation that is the subject of copyright or other intellectual property rights, or where the subject of the Purchase Order itself constitutes a work, within the meaning of the Act on Copyright and Related Rights of February 4, 1994 (Journal of Laws No. 24, item 83), i.e., as of May 21, 2021. (Journal of Laws of 2021, item 1062, as amended), the Seller grants the Buyer a non-exclusive, territorially unlimited, with the right to sublicense, non-transferable, indefinite license to use the documentation (the product being a work) in all known forms of exploitation, in particular the forms of exploitation specified in section 50 of the Law on Copyright and Related Rights, together with the right to use derivative copyrights and to allow third parties to use derivative copyrights. The Seller is not entitled to additional remuneration, separate from the remuneration specified in the Purchase Order for granting the license.
2. If the subject matter of the Purchase Order also includes a computer program (software), the Seller grants the Buyer a non-exclusive, territorially unlimited, with the right to sublicense, non-transferable, indefinite license for the use of the software in the forms of exploitation specified in section 74(4) of the Law on Copyright and Related Rights.
3. The Seller is not entitled to additional remuneration, separate from the remuneration specified in the Purchase Order for granting the license.
4. In addition, the Seller undertakes that those entities holding personal copyrights to the documentation, the subject of the Agreement or the software shall not use them in a manner detrimental to the interests of the Buyer.
5. The Seller warrants that he/she shall not restrict the license granted to the Buyer, nor terminate the license for a period of fifty years from the date of its granting (any termination submitted under mandatory provisions of law shall have a minimum notice period of ten years).
6. If it is necessary to provide documentation or source codes for the proper use of the Work created under this Agreement and for which a license has been granted, the Seller shall provide them to the Buyer.
7. The Seller declares that he/she owns full rights to the Works enabling him/her to grant the license to the Buyer and/or the Seller shall secure full rights to the Works from possible third parties enabling him/her to execute this paragraph and grant the license to the Buyer. In the event that any third parties file claims against the Buyer arising from infringement of their rights in connection with the performance of the Purchase Order and, in particular, in connection with the use of the Work, the Seller shall fully satisfy the claims of the third parties and indemnify the Buyer against any obligation to provide performance on this account, including indemnification and costs associated with the assertion of the above claims. In particular, in the event of litigation, the Seller shall cover the costs of the Buyer's legal defense and to indemnify the Buyer. The Seller shall take steps in order to participate in the proceedings on the defendant's side and release the Buyer from participation in such proceedings. If, as a result of claims filed against the Buyer, a judgment is issued, awarding the Buyer certain benefits or leading to deterioration or damage to the sphere of property interests or personal interests of the Buyer, the Seller shall repair the damage suffered by the Buyer as a result thereof in full amount.

§ 13

Confidentiality

1. The Parties irrevocably and unconditionally shall keep Confidential Information, as defined in this paragraph, strictly confidential and shall treat and protect it as a business secret within the meaning of the Act of April 16, 1993 on counteracting unfair competition (consolidated text: Journal of Laws of 2003, No. 153, item 1503, as amended).
2. Confidential Information means all information (including information provided or obtained verbally, in writing, electronically and in any other form) related to the Agreement, obtained in the course of negotiating the terms of the Agreement, in the course of proceedings aimed at concluding the Agreement and in the course of its execution, regardless of whether they were made available to the Parties in connection with the conclusion or execution of the Agreement, or were otherwise obtained on that occasion, in particular information of a financial, economic, economic, legal, technical, organizational, commercial, administrative, marketing nature, including information concerning the Parties, as well as other entities, in particular those with whom the Parties are in a relationship of domination (parent companies) or dependence (subsidiaries) and with whom they have capital or contractual ties (Confidential Information).
3. No Party shall, without the prior written consent of the Party to whom the Confidential Information relates, disclose, make public, transfer, or otherwise make available to third parties or use for purposes other than the performance of the Agreement any Confidential Information.
4. The confidentiality obligation does not apply to Confidential Information:
 - a) That have been obtained under an express exclusion by the Party to whom the Confidential Information relates as to the Parties' obligation of confidentiality;
 - b) That have been obtained from a third party who is authorized to provide such information;
 - c) The disclosure of which is required by mandatory provisions of law or by request of authorized authorities;
 - d) That constitute generally known information.
5. To the extent necessary for the performance of the Agreement, the Parties may disclose Confidential Information to their employees or persons that perform Agreement on their behalf, provided that prior to any such disclosure they bind such persons to confidentiality under the terms and conditions set forth in the Agreement. The Parties are liable for the acts or omissions of such persons as if they were their own.
6. The obligation to maintain confidentiality referred to in this paragraph binds the Parties indefinitely, also in the event of expiration, termination or withdrawal from the Agreement.
7. The Parties undertake that they, as well as the persons they put in charge of the performance of the Agreement, immediately upon completion of the performance of the Agreement, as well as upon any written request of the Party to which the Confidential Information relates, shall immediately return or destroy all documents or other carriers of the Confidential Information, including copies and studies and extracts thereof, except for one copy for archival purposes, that the Parties are entitled to retain.
8. Violation of the obligations described in paragraphs 1-6 by either Party or by the person through whom the Party performs its obligations under the Agreement constitutes a breach of the Agreement.

§ 14

GDPR

1. In the event that, for the purpose of executing the Purchase Order, the need arises for the Seller to process personal data processed by the Buyer as Data Controller or Data Processing Entity within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the EU 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 the repeal of Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "GDPR"), the Parties shall conclude a separate agreement on entrusting the processing of personal data, implementing all obligations arising from the GDPR, including primarily those set forth in section 28.
2. The Buyer shall make available to the Seller a template personal data entrustment agreement.
3. Within the framework of the aforementioned personal data processing entrustment, the Parties shall implement and comply with all obligations that the GDPR, the Act of May 10, 2018, on personal data protection and the personal data processing entrustment agreement impose directly on the Parties.

§ 15

Final provisions

1. The Parties shall first attempt to resolve any potential disputes related to the GTCPO and the Purchase Orders amicably. If the Parties fail to reach an amicable settlement within 30 days after the dispute arises, their settlement shall be subject to the court materially competent due to the Buyer's principal place of business.
2. In matters not regulated by or supplementary to the provisions of these GTCPO, the provisions of Polish law, in particular the provisions of the Civil Code apply accordingly. The Parties exclude in its entirety the application of the United Nations Convention on Contracts for the International Sale of Goods, drawn up in Vienna on April 11, 1980.
3. Without the prior consent of the Buyer expressed in writing under pain of nullity, the Seller may not transfer rights or obligations, including receivables arising from the purchase order to a third party.