

General Terms and Conditions of Purchase of Goods of DAM-ROB Sp. z o.o. Sp. K. with its registered office in Zalewo (current version)

1. Definitions

Whenever used in these General Terms and Conditions of Purchase of Goods of DAM-ROB Sp. z o.o. Sp. K. (DAM-ROB), the following words and phrases shall have the following meaning:

1.1. Terms and Conditions

The terms and conditions are these general terms and conditions of purchase of goods by DAM-ROB.

1.2 Goods

Goods are all movable items as well as all forms of energy, water and steam.

1.3 Purchase of Goods

Purchase of goods means sale, supply or other agreement under which DAM-ROB acquires ownership of goods, except for service contracts, construction works contracts and contracts for the design, manufacture and delivery of equipment. An order is also considered to be an agreement.

1.4 Seller

The Seller means an entity, including an entrepreneur within the meaning of Article 431 of the Civil Code, submitting an offer to conclude an agreement or to which DAM-ROB sends a request for quotation or an order to purchase goods.

1.5 Written Form

Written form means a written form within the meaning of Article 78 of the Civil Code, unless the Terms and Conditions stipulate otherwise. The submission of a statement by DAM-ROB or the Seller by fax or e-mail shall also be considered equivalent to the written form.

1.6 Request for Quotation

A request for quotation is an invitation to make offers to the Seller by DAM-ROB.

2. Scope of Terms and Conditions

2.1

These Terms and Conditions apply to all contracts for the purchase of goods, including activities related to or preceding the conclusion of such contracts. These Terms and Conditions shall also apply to the preparation and submission of offers by the Seller in response to the request for quotation.

2.2

Unless otherwise agreed, the Terms and Conditions in each valid version shall apply. The current version of the Terms and Conditions shall be available at any time in an electronic version at: www.dam-rob.com.pl

2.3

Unless otherwise agreed in writing by DAM-ROB and the Seller, all standard agreement templates of the Seller are excluded. The templates of the Seller's agreements shall also not apply if DAM-ROB did not expressly object to their inclusion. The acceptance of goods by DAM-ROB without express reservation or the payment by DAM-ROB for the purchased goods without objection, in no case implies acceptance of the Seller's agreement templates. DAM-ROB employees are not authorised to include any template of the Seller's agreement in the Purchase agreement or to recognise its validity, even partially, unless otherwise expressly stated in their power of attorney.

2.4

In the event of a conflict between the provisions of the agreement concluded by DAM-ROB with the Seller and the Terms and Conditions, the provisions of the agreement shall prevail.

2.5

In the event of any discrepancies between appendices to the agreement, the higher number appendices shall prevail, following the order indicated in item 2.6 of the Terms and Conditions. If appendices to the agreement have not been marked with numbers or are at the same level of order indicated in point 2.6 of the Terms and Conditions, the most recent appendices shall prevail.

2.6

For the purposes of interpretation of the agreement concluded between DAM-ROB and the Seller, the following order of documents constituting parts of the agreement is adopted:

- contract/order placed by DAM-ROB,
- these Terms and Conditions,
- request for quotation from DAM-ROB,
- technical conditions and quality standards specified for the Goods.

3. Governing law

All contracts to which these Terms and Conditions apply shall be governed by the Polish law, unless expressly agreed otherwise. The application of the United Nations Convention on Contracts for the International Sale of Goods and the Convention on the Limitation Period in the International Sale of Goods shall be excluded.

4. Requests for quotation and offers

4.1

Any request for quotation submitted by DAM-ROB shall be considered binding only if made in writing.

4.2

If DAM-ROB sends an offer form used by DAM-ROB together with a request for quotation, the Seller is obliged to submit an offer using this form.

4.3

Offers must be drawn up in Polish. It is allowed to submit an offer in another language after obtaining DAM-ROB approval. An offer must be complete and contain all information necessary to assess whether the goods offered by the Seller meet the requirements indicated in the request for quotation. In the case of offers submitted using offer forms applied by DAM-ROB, the Seller is obliged to include in the offer all information required by DAM-ROB. Submitting an offer by the Seller means reading and accepting these Terms and Conditions.

4.4

If, in the request for quotation, DAM-ROB specifies precisely the requirements to be met by the Goods, the Seller is obliged to indicate any discrepancies between the requirements specified in the request for quotation of DAM-ROB and the content of the offer submitted by it and the reasons for its withdrawal from the requirements or conditions indicated by DAM-ROB. A list of these discrepancies shall be attached to the offer submitted by the Seller.

4.5

Replies to requests for quotation as well as offers and appendices to these answers or offers submitted by the Seller are free of charge for DAM-ROB. DAM-ROB may at any time demand that the Seller submit additional information or documents regarding the Goods offered, free of charge.

4.6

Currency and price must be clearly stated in an offer. All prices are net prices, excluding the value of the tax on goods and services in accordance with applicable laws, unless expressly stipulated otherwise. Unless otherwise specified, prices indicated in an offer shall also include the costs of loading, transport, shipping, packaging, insurance, unloading until the Goods are released to DAM-ROB at the DAM-ROB premises or the place of delivery indicated by DAM-ROB in the request for quotation, as well as the necessary documentation.

4.7

Offers must be sent to the address indicated in the request for quotation.

4.8

Requests for quotation submitted by DAM-ROB shall cease if the Seller fails to submit an offer within two weeks from the date of delivery of the request for quotation, unless a different deadline is specified in the request for quotation. If DAM-ROB does not submit a statement on accepting the Seller's offer in the form of an order, the offer shall be deemed not to have been accepted.

5. Specific obligations of the Seller in connection with the preparation of an offer

5.1

The Seller is obliged to check immediately after receiving from DAM-ROB the completeness and consistency of the documents submitted to it by DAM-ROB in connection with a request for quotation. The Seller shall notify DAM-ROB in writing of any missing documents and information, but not later than 3 working days from the receipt of a request for quotation.

5.2

The Seller is obliged to prepare an offer, based on the applicable provisions of law, which will include all deliveries and services necessary for proper performance of the agreement in a correct manner, in accordance with the rules of art and the best available technology, ensuring the highest possible quality and safety standards and obtaining by DAM-ROB the intended economic effect.

5.3

Unless otherwise agreed, DAM-ROB allows for variant or alternative offers that deviate from the conditions indicated in a request for quotation. However, where a variant or alternative offer is submitted, this must be clearly stated.

5.3.1

Variant or alternative offers submitted by the Seller must be clearly and unambiguously marked as deviating from the conditions specified in a request. By submitting a variant or alternative offer, the Seller is obliged to maintain the structure and layout (including numbering of individual points) provided for an offer in a request for quotation. If, due to the content of a variant or alternative offer, it is not possible to maintain the structure and layout provided for in a request for quotation, the Seller is obliged to clearly indicate any differences in this scope in the offer submitted by it.

5.3.2

The submission of a variant or alternative offer by the Seller shall be considered as the Seller's assurance that the variant or alternative offer submitted by the Seller is completely equivalent in legal, technical and timely terms to the offer submitted in accordance with the content of a request for quotation of DAM-ROB.

5.3.3

If any changes are made to the DAM-ROB documentation made available to the Seller, the Seller shall ensure that DAM-ROB representatives participate in all works related to the change of this documentation. The Seller shall bear all costs related to the participation of the persons indicated above in works related to the change of documentation.

6. Conclusion of agreement

6.1

The agreement/order for the purchase of goods is concluded in writing.

6.2

The Goods Purchase Agreement shall be concluded when DAM-ROB delivers the agreement/order for the purchase of goods to the Seller. After its delivery/receipt, the Seller is obliged to immediately accept the agreement/order in writing. Failure to accept the content and terms of the agreement/order within 3 working days from the date of delivery means that

the Seller accepts and confirms the terms of the agreement/order. Delivery and acceptance of the order/agreement may also take place by fax or e-mail.

7. Invoices; payment terms

7.1

The Seller sends invoices for the purchase of goods to the address indicated in the DAM-ROB order. An invoice must include tax identification number (NIP) or other corresponding Seller's identification number, order number and date, additional information regarding DAM-ROB, agreed by DAM-ROB and the Seller (e.g. place of unloading, number and date of the consignment note, quantity and identification numbers of the Goods together with an index or project number) as well as the price of the Goods specified in the agreement, with a separate VAT amount.

7.2

Unless otherwise agreed, the payment term shall be 60 days from the date of invoice. The basis for issuing an invoice is the delivery of goods in accordance with the agreement. If an invoice has been issued incorrectly, the Seller shall issue to DAM-ROB, upon request, an appropriate corrective VAT invoice or a corrective note. In the case of receipt and acceptance of early deliveries, the payment deadline shall apply according to the agreed delivery date of the Goods.

7.3

If the parties have agreed on a payment schedule, DAM-ROB shall make payments in accordance with that schedule. If prepayment is agreed, the prepayment by DAM-ROB may be subject to the submission of an indefinite, irrevocable, unconditional and payable on first demand bank guarantee in the amount of the agreed prepayment plus VAT. The guarantee is returned when the final settlement for the performance of the contract for the delivery of goods is made.

7.4

In the event of improper performance of the agreement by the Seller, DAM-ROB shall be entitled to withhold payment or its relevant part until proper performance of the agreement.

7.5

The agreed purchase price of the Goods shall be paid to the bank account. The Seller is obliged to provide the bank name and bank account number in a separate letter prior to the commencement of deliveries. The Seller is obliged to inform about each change of bank or account number immediately, but not later than within 3 working days. Letters concerning changes in the bank account number or the Bank should include signatures of persons authorised to represent the Seller and information concerning a contact person. The Seller shall provide the information listed in the preceding sentences by fax and registered mail. Failure to provide information by the Seller shall release DAM-ROB from liability for the correctness of bank transfers made to the bank account indicated on the invoice.

8. Compliance with the law

While performing the Goods Purchase Agreement, the Seller is obliged to comply with the provisions of law and orders of competent authorities. This obligation shall apply in particular to the design, construction or manufacture, transport and assembly of the Goods so that they meet all safety requirements, quality standards and do not violate health and safety regulations, environmental protection or third-party rights. The Seller shall be fully liable for any penalties and personal and property damage caused by violation of these provisions and standards.

9. Obligation to cooperate; performance of the agreement

9.1

The Seller is obliged to immediately and on an ongoing basis inform DAM-ROB about all important issues concerning the purchase of the Goods and to ensure the participation of its duly authorised representative in all talks concerning the performance of the Goods Purchase Agreement.

9.2

In connection with the performance of the Goods Purchase Agreement, the Seller is obliged to take into account and respect all DAM-ROB rights, as well as regulations and orders in force at the DAM-ROB plant. In particular, it is obliged to give appropriate guidance to all persons acting on its behalf in the performance of the agreement in order to secure proper performance of the Goods Purchase Agreement.

9.3

The Seller is obliged to organise all procedures related to the performance of the Goods Purchase Agreement so that they do not cause any difficulties in day-to-day operations of DAM-ROB.

9.4

DAM-ROB reserves the right to object to entrusting a given person with the duties specified in item 9.1 of these Terms and Conditions or to dismiss a person concerned from this function.

9.5

In the case of changing the deadlines for the completion of individual stages of the performance of the Goods Purchase Agreement or the deadline for its completion, the parties shall agree on new deadlines for the performance of obligations resulting from the agreement; this does not violate DAM-ROB's right to demand compensation for damage as a result of the Seller's failure to meet deadlines.

10. Liaison with DAM-ROB

10.1

DAM-ROB has the right to continuously supervise the manner of performing the Goods Purchase Agreement.

11. Difficulties and obstacles

11.1

The Seller shall immediately notify DAM-ROB Purchasing Department in writing of any difficulties or obstacles to the proper performance of the Goods Purchase Agreement. Failure to report obstacles or difficulties deprives the Seller of any claims resulting from these obstacles or difficulties.

12. Assignment of receivables

12.1

The Seller may not, without the prior written consent of DAM-ROB transfer to a third party the receivables it is entitled to against DAM-ROB under the Goods Purchase Agreement or authorise third parties to assert such claims.

13. Suspending the performance of mutual benefit. Set-off

13.1

Any limitation of DAM-ROB's right to refrain from the performance of mutual benefit for the Seller or any limitation of DAM-ROB's ability to set off mutual claims shall be ineffective against DAM-ROB.

13.2

The Seller hereby authorises DAM-ROB to make deductions, including contractual deductions, of all receivables due to DAM-ROB from the Seller against all receivables due to the Seller from DAM-ROB.

14. Unfair competition. Responsibility of collective bodies.

14.1

The Seller is obliged to ensure that its employees or other persons acting on its behalf under other legal relationships do not commit to the detriment of DAM-ROB the acts specified in Chapter 2 of the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws "Dz.U." of 2003, No. 153, item 1503, as amended).

14.2

In connection with the performance of the Goods Purchase Agreement, the Seller is obliged to comply with the following rules:

- must not violate the provisions of applicable law through its behaviour (action, abolition or omission). This prohibition also applies to employees, representatives of the Seller and other persons acting on its behalf or for its benefit and refers in particular to behaviours that may lead to committing offences specified in Article 16 of the Act of 28 October 2002 on the liability of collective entities for acts prohibited under threat of punishment (Journal of Laws "Dz.U." of 2002, No. 197, item 1661, as amended). This prohibition applies in particular, but not exclusively, to such prohibited acts as: abuse of trust, capital fraud, obstruction of claims, money laundering, maintenance of unreliable documentation, bribery and paid protection, fraud, falsification of documents, false statements, use of false statements, computer sabotage, fiscal offences against tax obligations and settlements on account of subsidies or grants, fiscal offences against customs duties and rules of foreign trade in goods and services, export of hazardous waste against binding regulations, breach of trade secret, product reproduction, falsification of value marks;

- is obliged to take all possible measures to protect the reputation of DAM-ROB and to avoid any acts or omissions that could lead to a breach of reputation of DAM-ROB;

- is obliged to act within the tasks entrusted to it (and powers of attorney and other authorisations granted). Any deviation from the scope of tasks entrusted (or powers of attorney or other authorisations granted) is possible only with the prior written consent of DAM-ROB;

- is obliged to inform the Management Board of DAM-ROB directly or a person appointed in writing by the Management Board of DAM-ROB of any fact known to it, if DAM-ROB's interests may be affected or threatened in any way. This applies in particular to information on any prohibited acts that may be committed in connection with the performance of the duties entrusted by DAM-ROB.

14.3

The Seller is obliged to return at any request of DAM-ROB any letters and documents which certify or confirm its authorisation or authorisation of other persons to act on behalf of DAM-ROB. The request for return of a document means revocation of a given authorisation, unless otherwise stipulated in the request. Return of a document shall take place at the latest on completion of the activities referred to therein, unless the original of the document has been submitted to the competent administrative authority or the court. In this case, official proof must be furnished that the original of the document in question has been submitted.

14.4

Further powers of attorney may be granted by the Seller only if authorised in the power of attorney. Please inform DAM-ROB in writing about granting a further power of attorney.

14.5

The parties mutually and expressly agree that any breach of the above-mentioned rules and obligations may be treated as the basis for the Seller's liability towards DAM-ROB. The Seller is aware that a breach of these rules may constitute the basis for terminating the agreement between the Seller and DAM-ROB (or other legal relationship).

DAM-ROB reserves the right to claim damages on general terms due to violations of the rules or obligations specified herein.

15. Copyright and industrial property rights; confidentiality; advertising

15.1

DAM-ROB shall have all rights, including intellectual property rights, with respect to all drawings, sketches, calculations and other documents as well as models and templates provided to Seller in connection with the conclusion of the agreement. The subject matter of these rights may not be disclosed to third parties without the prior written consent of DAM-ROB. The Seller may use them only for the purpose of performing the agreement concluded with DAM-ROB, and after its execution they should be immediately returned to DAM-ROB without a separate request from DAM-ROB.

15.2

Commercial marks and trademarks as well as part numbers of DAM-ROB shall be affixed to the Goods if this results from documents provided by DAM-ROB in connection with the performance of the agreement or if DAM-ROB gives the Seller such instruction. Goods marked in this way may only be handed over to DAM-ROB. If the Goods bearing the commercial mark or trademark or part number of DAM-ROB are reasonably returned, the Seller shall take all measures to ensure that the Goods cannot be used, unless DAM-ROB gives the Seller another instruction in this respect.

15.3

The Seller is obliged to treat all information, documents and other items provided to the Seller by DAM-ROB in connection with the preparation of the offer, conclusion and performance of the agreement as DAM-ROB trade secret within the meaning of Article 11(4) of the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws "Dz.U." of 2003, No. 153, item 211, as amended). The confidentiality obligation also exists after the performance of the agreement by the Seller, provided that the information, documents or other objects covered by DAM-ROB trade secret DAM-ROB were not generally available or known.

15.4

The Seller is also obliged to keep secret the fact of concluding the agreement with DAM-ROB, unless the mandatory provisions of law require its disclosure to persons legally authorised to obtain such information. The Seller may provide information about cooperation with DAM-ROB for advertising purposes only after obtaining the prior written consent of DAM-ROB. Such consent is granted by DAM-ROB only for the purposes of specific advertising activity described by the Seller in a request addressed to DAM-ROB.

15.5

Pursuant to Article 11(4) of the Act of 30 June 2000 Industrial Property Law, the parties agree that the right to obtain a patent on an invention or a utility model protection right, as well as the right to register an industrial design in respect of inventions and designs created in connection with or on the occasion of the performance of the Goods Purchase Agreement shall be vested exclusively in DAM-ROB. The Seller is obliged to include relevant provisions in this scope in agreements concluded with employees or other persons used by the Seller in the performance of the Goods Purchase Agreement.

15.6

The Seller shall provide DAM-ROB with complete documentation related to the designs and inventions referred to in item 15.5 hereof.

15.7

If, in the performance of the Goods Purchase Agreement, the Seller uses objects or programmes protected under copyright or industrial property rights, vested in third parties, the Seller is obliged to make every effort to prevent the violation of these rights. The Seller shall be fully liable for claims for damages or other claims raised by authorised third parties in connection with the violation of their rights.

15.8

The Seller's breach of clauses 15.1-15.8 hereof shall be considered a material breach of the agreement concluded between the Seller and DAM-ROB, which is the reason for immediate termination thereof by DAM-ROB.

15.9

If, as a result of the Seller's breach of the rights of third parties indicated in item 15.8 of these Terms and Conditions, the entitled third party requests DAM-ROB to stop using the Goods, the Seller is obliged to remove this breach and its consequences at its own expense and to return to DAM-ROB the remuneration received for the purchase of the Goods plus penalty interest of 10% per annum. The above does not exclude the possibility for DAM-ROB to claim further compensation as well as to make other claims in order to remove or reduce damage caused by the Seller's breach of third-party rights.

15.10

Any means of production produced by the Seller based on data or documents provided by DAM-ROB, such as swages, templates, dies, models, patterns, tools, moulds, welding templates, programs, etc., may only be used by the Seller for the performance of orders placed by DAM-ROB. The Seller shall not use these means of production for its own purposes or offer or make available to third parties.

15.11

Any technical documentation (drawings, plans, calculations, spare parts lists, programs, etc.) which is or may be required in particular for the purposes of assembly, operation, use, repair, manufacture or purchase of spare parts, as well as obtaining permits required by law, shall be handed over to DAM-ROB by the Seller in due time in the number of copies requested by DAM-ROB in due course. However, such documentation may not be provided later than within the time limit agreed in the contract.

16. Other obligations of the Seller

16.1

The Seller is obliged to inspect the quality of the Goods before they are delivered to DAM-ROB. In particular, the Seller is obliged to check whether the Goods display the agreed properties and whether they are suitable for the use indicated in the contract or for the use customarily accepted for such Goods. The scope and content of the quality control conducted by the Seller may be determined in the agreement concluded by the parties. The Seller is obliged to carry out quality control according to the type and significance of the Goods and the best available knowledge in the scope of technical properties of the Goods.

16.2

The Seller should use and appropriately update the quality assurance system corresponding to the latest state of the art, appropriate due to the type and properties of the Goods supplied by the Seller.

16.3

The Seller's breach of the obligations set out in points 16.1 - 16.3 results in recognition that the Goods from a given batch

contained hidden defects, which the Seller hereby confirms.

17. Verification by DAM-ROB

17.1

DAM-ROB is obliged to carry out a preliminary inspection including only verification of compliance of the delivered Goods with the order, visible deficiencies and defects, transport damage and quantity control. Any defects or quantitative deficiencies detected by DAM-ROB during the initial inspection shall be reported to the Seller immediately after their disclosure. The deadline for removing the defect will be agreed with DAM-ROB.

17.2

In the remaining scope, the Goods shall be verified by DAM-ROB during checks accompanying the production process and during final inspections. Defects identified in this way shall be reported to the Seller immediately upon their discovery by DAM-ROB.

18. Production of Goods; notification of changes

18.1

If during the performance of the agreement it turns out that for technical or other reasons deviations from the previously agreed properties of the Goods are necessary, each party shall notify the other party of this fact in writing.

18.2

If the change affects the previously agreed purchase price of the Goods, the parties undertake to agree on a new price.

18.3

If, due to the occurrence of a change in the manner of performance of the agreement, it is impossible or significantly hindered to meet the previously agreed date of delivery of the Goods by the Seller, the parties shall agree on a new date of delivery of the Goods.

18.4

Any changes in the manner of performing the Goods may be made only after receiving a written change of the order. This does not apply to works the necessity of which results from the need to protect human life or health or to avoid significant damage to the property of DAM-ROB or third parties.

19. Tools

DAM-ROB may provide the Seller with the tools necessary to manufacture the Goods. These tools remain the property of DAM-ROB and the remuneration for making them available is included in the price agreed by the parties. The Seller is obliged to use these tools only for the purposes of performing the agreement concluded with DAM-ROB. The Seller is obliged to conclude an insurance agreement for the tools provided to it against fire, flood and theft and to transfer to DAM-ROB any claims due to the Seller under these insurance agreements. Moreover, the Seller is obliged to perform, at its own expense, any repairs of the tools handed over to it. The Seller shall immediately inform DAM-ROB about any damage to tools.

20. Performance

20.1

Delivery of the Goods by the Seller shall be deemed by the parties as ensuring to the Seller that the Goods have the characteristics specified in the agreement and that there are no defects in the Goods.

20.2

The Seller is obliged to deliver the Goods free from defects, in accordance with the agreement, together with complete documentation in Polish (such as: warranty cards, service manuals, safety data sheets, declarations of conformity, certificates, etc.) unless otherwise stipulated in the agreement itself. Goods subject to the agreement should contain all parts and elements necessary for their proper, correct and fault-free operation, even if they are not directly indicated in the request for quotation or the order.

20.3

If the condition for operation or construction of the Goods is obtaining a permit for their use or other official certificate or document of acceptance for use of the Goods, the Seller shall obtain such decisions, certificates or documents and submit them to DAM-ROB at the latest on the day of delivery of the Goods.

20.4

The delivery by the Seller of Goods which are not free from defects is not considered to be the performance of obligation. The delivery of Goods which are not free from defects shall be understood as cases when the Seller delivers Goods other than those specified in the agreement, Goods in an improper quantity, defective Goods or Goods without the required documentation.

20.5

DAM-ROB is not obliged to accept Goods which are not free from defects. Without prejudice to DAM-ROB's statutory or contractual rights, DAM-ROB reserves the right to accept Goods which are not free from defects.

21. Transfer of risk

21.1

Unless otherwise agreed, loading, shipping, transport of goods ordered by DAM-ROB is at the Seller's risk. The Seller is obliged to conclude an insurance contract in transport.

21.2

Unless otherwise agreed, the delivered Goods shall be packed according to commercial custom and according to the characteristics of the packaged item. The Seller is responsible for any defects resulting from defective packaging. The Seller

undertakes to collect all packaging materials.

21.3

Acceptance of the Goods shall be confirmed on the proof of delivery of the Goods issued by the Seller. The confirmation is made by a person authorised to act on behalf of DAM-ROB. The delivery note should include the following data:

- order No.
- quantity and order units
- detailed description of the Goods
- place of delivery (DAM-ROB) and place of unloading

22. Deadlines; delay

22.1

The date of delivery of the Goods shall be binding on the Seller.

22.2

The Seller is obliged to immediately inform DAM-ROB Purchasing Department in writing about the intention to deliver the Goods earlier as well as about the delay in the delivery of the Goods. DAM-ROB may refuse to accept the Goods before the agreed delivery date. In the event of refusal, the Seller shall bear all costs and risks related to the storage of the Goods until the agreed date of delivery of the Goods.

22.3

If the Seller delays the delivery of the Goods, the Seller shall pay DAM-ROB a contractual penalty of 0.5% of the net value (excluding the value added tax) of the order for each day of delay. The penalty can not be higher than 25% of the order.

22.4

If, as a result of force majeure, DAM-ROB cannot collect the Goods in the agreed place, the Seller shall not be entitled to any compensation claims against DAM-ROB for delay in the acceptance of the Goods. In such a case, the Seller may not demand from DAM-ROB the performance of mutual obligation under the agreement either. Force majeure within the meaning of these Terms and Conditions shall mean any unforeseen, unavoidable and serious events such as natural disasters, war, riots, unrest, strikes, administrative and other measures. As far as possible, DAM-ROB shall notify the Seller of the expected duration of the obstacles caused by force majeure. For the duration of these obstacles, the Seller is obliged to properly store the Goods at its own cost and risk.

22.5

DAM-ROB is exempted from the obligation to collect the ordered Goods in whole or in part and authorised in this respect to withdraw from the agreement within two months from the date of cessation of force majeure, provided that these Goods, due to a delay caused by force majeure within the meaning of point 22.4 of these Terms and Conditions, became unsuitable for DAM-ROB, taking into account economic reasons.

23. Seller's liability for defects in Goods

23.1

The Seller shall be liable for defects in Goods in accordance with the applicable provisions of law, including in particular the provisions regulating the warranty for defects of an item sold.

23.2

Unless otherwise agreed, warranty rights shall expire 24 months after delivery to DAM-ROB.

23.3

If the Seller delivers defective Goods, DAM-ROB should enable the Seller to remove defects or redeliver defect-free Goods within the time limit set by DAM-ROB, unless redelivery would be irrelevant. If the Seller cannot fulfil the request submitted by DAM-ROB within the time limit set by DAM-ROB, DAM-ROB may withdraw from the agreement and return the Goods at the Seller's risk and expense. The related costs shall be borne by the Seller. DAM-ROB is entitled to deduct (also to offset) costs related to the performance of the above-mentioned repairs from receivables due to the Seller towards DAM-ROB.

23.4

If the Seller redelivers defective Goods, DAM-ROB is entitled to withdraw from the agreement without setting a new deadline for the Seller to deliver Goods free from defects. The related costs shall be borne by the Seller. DAM-ROB is entitled to deduct (also to offset) costs related to the performance of the above-mentioned repairs from receivables due to the Seller towards DAM-ROB.

23.5

If, despite the ineffective expiry of the deadline set by DAM-ROB to the Seller in accordance with point 23.3 of these Terms and Conditions, DAM-ROB does not withdraw from the agreement, DAM-ROB may itself remove the defects in Goods or have them removed by a third party.

The related costs shall be borne by the Seller. DAM-ROB is entitled to deduct (also to offset) costs related to the performance of the above-mentioned repairs from receivables due to the Seller towards DAM-ROB.

23.6

If defects in Goods delivered by the Seller may cause or constitute a direct threat to human life or health or may cause significant property damage, DAM-ROB is entitled on its own or with the assistance of a third party to immediately remove defects in Goods at the expense and risk of the Seller. DAM-ROB shall immediately inform the Seller about the identified defect and, if possible, shall ensure the Seller's participation in the removal of these defects in Goods.

23.7

For defective delivery, DAM-ROB is entitled to a claim for reduction of the price of defective Goods as well as a claim for remedying the damage. If the delivery of defective Goods results in the suspension of DAM-ROB production, DAM-ROB may claim liquidated damages for each instance of production suspension, in accordance with section 22.3. The Seller is also obliged to exempt DAM-ROB from all claims for compensation due to defective delivery of the Goods reported by third parties and to repair the resulting consequential damages.

24. Liability / Civil liability insurance

24.1

Unless otherwise agreed, the Seller is obliged to cover damages incurred by DAM-ROB directly or indirectly as a result of defects in Goods, breach by the Seller of the administrative provisions concerning safety or for any other reasons attributable to the Seller, even if it cannot be attributed to the Seller's fault.

24.2

Unless agreed otherwise, the Seller undertakes to conclude a civil liability insurance agreement in the scope of its own business activity, damage caused by a hazardous product and environmental damage. The above insurance agreement should be maintained throughout the entire term of the agreement between DAM-ROB and the Seller. DAM-ROB may request the submission of an insurance policy with detailed terms and conditions of insurance.

24.3

Claims for damages due to lack of features of the Goods ensured by the Seller, as well as claims for the Seller's liability for hazardous product remain unaffected.

24.4

DAM-ROB shall be liable only for damage caused to the Seller through wilful misconduct.

25. Protection of personal data

The parties are obliged to collect, store and process all personal data in such a way so as not to violate the applicable provisions of law at any time.

26. Final provisions

Any changes to the legal relationship between DAM-ROB and the Seller must be made in writing. The sending of the agreement in the form indicated in item 62 of these Terms and Conditions shall be treated equally as in writing.

27. Severability clause

If any provision of these Terms and Conditions and other arrangements binding upon the parties to the agreement is or is supposed to be ineffective or unenforceable in the future, this shall not affect the validity of the remaining provisions of the agreement. The above applies accordingly to potential contractual gaps.

28. Place of performance. Competent court

28.1

The place of performance under the Goods Purchase Agreement shall be the DAM-ROB registered office, unless the parties have specifically agreed on a different place of performance.

28.2

The court competent for the settlement of disputes shall be the common court having jurisdiction over the registered office of DAM-ROB. However, DAM-ROB may pursue its claims before the court having jurisdiction over the Seller's registered office.

28.3

In the case of any discrepancies, the Polish version of these General Terms and Conditions of Purchase shall be effective.

29. Requirements for the Sellers regarding the principles of sustainable development and corporate social responsibility (CSR)

29.1

As expected by DAM-ROB, the Sellers should not consciously deliver products containing raw materials that contribute to non-respect for human rights, corruption, ethical violations or have a negative impact on the environment.

29.2

As expected by DAM-ROB, the Sellers should implement a zero-tolerance policy for all forms of corruption, extortion and embezzlement.

29.3

In addition to contractual terms, the Sellers must comply with confidentiality and information security regulations as well as other legal requirements for the protection of personal data and other sensitive data. If it is necessary to entrust the Seller with personal data, it must comply with the rules contained in the personal data entrustment agreement, which it is obliged to sign. The Sellers are obliged to ensure effective transfer of contractual rules and obligations regarding confidentiality, sensitive data to all subcontractors who will process personal data. The Sellers must refrain from using personal data and other confidential data for any purposes beyond the scope of the business agreement.

29.4

As expected by DAM-ROB, the Sellers are obliged to accurately record, maintain and report economic information and carefully prepare all business documentation, in particular financial books, quality reports, time records, expense reports and other mandatory documents. Information should be provided in due time to public authorities or other stakeholders as agreed. As expected, books and registers shall be kept in accordance with applicable provisions and generally accepted accounting principles.

29.5

As expected by DAM-ROB, the Sellers are required to track and document energy consumption and greenhouse gas

emissions at the facility and/or at the company level. The Sellers are expected to seek cost-efficient ways to improve energy efficiency and to reduce energy consumption and greenhouse gas emissions.

29.6

As expected by DAM-ROB, the Sellers are obliged to develop an assessment of water consumption and perform optimisation for each project and location, set benchmarks, establish targets for reduction of use (e.g. reduction of consumption of cubic meters per product unit) and develop methods of reduced use.

29.7

As expected by DAM-ROB, the Sellers are required to regularly monitor air emissions, include regulatory emission requirements in the business plan and develop an emission management plan that at least meets regulatory requirements for each facility/process. Emissions to the atmosphere include in particular volatile organic compounds (VOC), corrosive substances, particulates, ozone depleting substances, toxic substances released into the atmosphere and combustion by-products resulting from production processes.

29.8

As expected by DAM-ROB, the Sellers are obliged to set a target for reducing waste volume and to define a waste hierarchy that takes into account the following priorities: prevention, minimisation, reuse, recycling, recovery, disposal.

29.9

As expected by DAM-ROB, the Sellers are obliged to identify and manage chemicals to ensure responsible handling, safe transport, storage, use, recycling or reuse and disposal thereof. The Sellers should provide safety data sheets for hazardous substances in accordance with applicable regulations.

29.10

The Sellers should respect human rights adopted by the international community, in particular those defined by:

- the International Bill of Human Rights;
- key international conventions (No. 29, 87, 98, 100, 105, 111, 138, 182);
- the International Labour Organisation;
- Article 32 of the UN Convention on the Rights of the Child;
- OECD Guidelines for Multinational Enterprises;
- UN guidelines on business and human rights.

29.11

Child labour is not tolerated by DAM-ROB. The employment of minors must comply with the requirements of local law. DAM-ROB supports the use of lawful student apprenticeships and internships. The Sellers may not employ minor employees to perform any hazardous work, night work or overtime work or work inconsistent with the personal development of a minor employee.

29.12

The Sellers should provide employees with remuneration for overtime work in accordance with applicable local regulations, in particular regarding minimum wages, overtime work and benefits required by law. The Sellers should provide employees with documentation containing relevant information in order to verify remuneration for work performed in each settlement period.

29.13

The Sellers should comply with all applicable regulations governing working and rest hours. The Sellers should ensure that overtime work is voluntary.

29.14

The Sellers undertake to inform employees about occupational health and safety as well as procedures for dealing with emergencies or potential threats to safety. All necessary safety and evacuation information should be placed in the facility where the Seller operates in a language well known to employees. The Seller should provide required personal protective equipment and ensure easy access to it. The Seller should ensure that all required permits, licenses, inspection and test reports are in place, up-to-date and available as required by law.