

GENERAL ORDER CONDITIONS

§ 1 GENERAL PROVISIONS

1. These General Terms and Conditions of Order (hereinafter referred to as: **"GTC"**) define the general conditions under which PZM Technology Sp. z o. o. Sp. K. (hereinafter referred to as **the "Ordering Party" or "PZM"**) purchases goods and/or services specified in the order.
2. The general terms and conditions constitute an integral part of all orders placed by the Ordering Party, in which he acts as a buyer or ordering party, in particular in the case of sales contracts, delivery of materials, raw materials, parts, products, devices, etc. by the contractor (hereinafter referred to as: **"Supplier"**).
3. The general terms and conditions may be changed, modified or excluded from use only by the Ordering Party in the Orders submitted to the Supplier.
4. Orders are binding only once for a specific order and in no case can they be treated by the Supplier as binding in relation to subsequent orders placed by the Ordering Party.
5. In the event of a conflict between the General Terms and Conditions and the PZM Order and the Supplier's Terms and Conditions of Sale, the provisions contained in the PZM Order and then the General Terms and Conditions of the PZM shall prevail.
6. When the Supplier confirms the execution of the order, he accepts these General Terms and Conditions, which are also published on the Ordering Party's website: www.p-zm.com.

§ 2 ORDER

1. The subject of the order is the delivery of goods and/or services indicated in the order to the Ordering Party.
2. The order must be completed in accordance with the conditions specified therein.
3. Acceptance of each order should be confirmed in writing by the Supplier within 2 business days from the date of its receipt. Written confirmation is considered to be a paper document effectively delivered to PZM, fax or e-mail sent by the Supplier to the Ordering Party. Signing the order constitutes acceptance of these General Terms and Conditions without exclusions or these General Terms and Conditions with exclusions included in the Order. Lack of written confirmation

by the Supplier within the above-mentioned deadline will be treated by the Ordering Party as tacit acceptance of the order by the Supplier for execution under the terms and conditions in the order.

4. By accepting the order, the Supplier declares that it has all the resources, i.e. the required financial and technical resources, enabling its completion on time and in accordance with the terms of the order.
5. The supplier is obliged to specify the order number in the VAT invoice and delivery note.

§ 3 DELIVERY CONDITIONS

1. The Supplier is obliged to deliver the subject of the Order at the place and time indicated by the Ordering Party in the order.
2. Delivery of the subject of the order takes place at the expense and risk of the Supplier, unless otherwise agreed in the order.
3. The supplier is obliged to insure the subject of the order against any risk during transport, depending on who is responsible for the transport costs.
4. The Supplier is obliged to secure and pack the subject of the order in a way that allows it to be delivered intact and to attach to it, in particular, the following documents in Polish and/or one of the official languages of the European Union:
 1. VAT invoices,
 2. issue of an external WZ or its equivalent appropriate for the supplier's country,
 3. relevant to the subject of the order and required by applicable regulations and material approvals, certificates and declarations of conformity specified in the order,
 4. appropriate to the requirements and scope of delivery of the declaration, i.e.:
 1. The Conflict Minerals Reporting Template (CMRT) by Responsible Minerals Initiative (RMI),
 2. Declaration on the presence and content level of substances listed in the SVHC candidate list current as at the date of delivery, constituting Annex XIV to the REACH Regulation 1907/2006,
 3. ROHS Declaration 2011/65/EU,

4. Declaration on the presence and content of substances listed in the Toxic Substances Control Act (TSCA) of the USA
 5. warranty document, if the Supplier or a third party provides a warranty,
 6. safety data sheets for each supplied chemical in a format compliant with Regulation (EU) 2020/878.
 7. user manual if this results from the intended use of the delivery item,
 8. other required documents specified in the order (e.g. quality certificate, declarations of conformity, 3.1 acceptance certificate, etc., certificates regarding the supplier or manufacturer/manufacturer depending on the type of delivery)
These documents must be delivered within the deadline of 7 business days from the date of delivery of the item order, which is a necessary condition for payment.
5. Lack of documents indicated in section 4 will result in the delivery being considered incomplete until it is completed and may result in withholding or delaying the payment of the invoice. In case of failure to provide the documents specified in point 4 and in PZM's order within 7 business days of delivery, PZM reserves the right to return all or part of the delivery at the expense and risk of the Supplier.
 6. Any delays in meeting the delivery deadline should be immediately notified to the Ordering Party, no later than within 24 hours of becoming aware of the possibility of a delay or the possibility of becoming aware of it. In addition, the Ordering Party should be informed about the expected period of delay and the reason for it. In this case, the Ordering Party has the right to cancel the delivery without incurring any costs.
 7. When receiving the subject of the order, the Ordering Party will check compliance with the previously placed order and, in particular, check any damage and defects occurring during the transport of the delivery. If the above circumstances occur, the Ordering Party has the right to refuse to accept the delivery and will immediately inform the Supplier. Regardless of the internal confirmation of the compliance of the delivery upon receipt, defects and faults found after acceptance of the delivery may constitute the basis for claims by the Ordering Party against the Supplier.
 8. If quality discrepancies are found in the elements commissioned by PZM as part of the cooperation, the supplier, immediately after receiving the 8D Card, will provide, within the deadlines specified in the individual sections of this card, information consistent with the actual

situation, which is subject to approval by the PZM Quality Control Department. Until step 5D is accepted and closed, the delivery is treated as non-compliant.

9. If the faults or defects were of such a nature that they could not be disclosed upon receipt even with due care, the Ordering Party reserves the right to submit a complaint after any period of time, but no later than 7 days from receiving information about the existence of the defect or defect. faults.
10. Liability for non-performance or improper performance of the order is established in the form of contractual penalties. The Supplier will pay contractual penalties to the Ordering Party in the following cases:
 - a) in the event of a delay in the delivery of the order (also applies to the delivery of documents required in the order) - in the amount of 0.5% of the gross order value - for each day of delay,
 - b) in the event of a delay in the timely removal of defects and faults found upon receipt of the subject of the order in the amount of 0.5% of the gross order value - for each day of delay,
 - c) if any of the Parties withdraws from the order for reasons attributable to the Supplier or if the Supplier withdraws from the order without a justified reason, - a penalty of 10% of the gross order value,
 - d) in the event of a delay in timely removal of defects and faults disclosed during the warranty/warranty period - in the amount of 0.5% of the gross order value due to the Supplier for each day of delay.
11. The Ordering Party has the right to deduct the penalties charged from the Supplier's remuneration.
12. The Ordering Party is entitled to claim compensation under the general principles provided for in the Civil Code in the event that the contractual penalties specified in the order do not cover the full amount of the damage suffered.

§ 4 PRICE AND PAYMENT TERMS

1. The price of the subject of the order is determined each time in the order, unless otherwise specified in an agreement between the parties.
2. The price indicated in the order includes all costs related to the execution of the order by the Supplier, including value added tax, possible additional fees and taxes, and delivery costs.

3. The payment deadline is specified in the VAT invoice and is counted from the date of proper execution of the order by the Supplier and delivery of a correctly issued VAT invoice to the Ordering Party. Submitting a complaint by the Ordering Party regarding the subject of the order and or the documents listed in § 3 point. 4 and the order entitles you to withhold payment to the Supplier.

§ 5 WARRANTY

1. The Supplier ensures and guarantees that the subject of the order delivered to the Ordering Party meets the conditions required by the Ordering Party specified in the order, as well as other conditions specific to the subject of the order, resulting from, among others: from the expected rational use of the subject of delivery, from technical documentation, standards and specifications, and all legal requirements applicable to the subject of the order. The warranty period is 2 years, unless otherwise specified in the order.
2. The guarantee and warranty period begins upon delivery of the complete (including documents) subject of the order, consistent with the order.
3. The Supplier is liable to the Ordering Party under the warranty in accordance with the provisions of the Civil Code. The warranty period is 2 years, unless otherwise specified in the order.
4. If defects are discovered in the subject of the order during the warranty period, the Supplier is obliged to remove them or, in the event of two unsuccessful repairs, to deliver items or services free from defects or faults, if this arose due to reasons inherent in the item or results from the service provided to the Ordering Party. . The Supplier will remove defects and defects or deliver items free from them within 7 days from the date of reporting the defect by the Ordering Party.
5. After the ineffective expiry specified in section 4 of the deadline for removing the reported defects or delivering the defect-free item, the Ordering Party may remove the defect or defect on its own or commission replacement work by a third party, at the expense and risk of the Supplier, after prior written notification.
6. The Supplier ensures free removal of any defects that prevent the use of the subject of the order in accordance with its intended purpose and are discovered during the warranty period. The supplier is responsible for the collection and re-delivery of the complained delivery item at his own expense.

7. The Ordering Party reserves the right to return all defective goods/materials/products at the Supplier's expense or to request their replacement. In the event of a faulty service, the Ordering Party has the right to demand its re-performance. The above does not affect the Ordering Party's rights regarding contractual penalties, additional compensation and suspension of payment of the Supplier's invoices, and does not release the Supplier from liability under the guarantee and warranty.
8. If the delivery of a defective service/goods/material/product incurs additional costs for the Ordering Party, including disassembly, reassembly and adjustment, these costs will be charged to the Supplier. The Supplier also undertakes to reimburse the Ordering Party for any costs that may be charged to the Ordering Party by third parties as a result of the Ordering Party using goods/materials/products provided by the Supplier for its final products, and these damages and burdens result from defective delivery, impossible to detect in the above manner.

§ 6 SUBCONTRACTING

1. In the case of orders for services, subcontracting by third parties is allowed if the Supplier informs the Ordering Party about it and the Ordering Party gives its written consent. The Ordering Party's consent must be expressed in writing under pain of nullity.
2. The Supplier is fully responsible for all behavior of persons and third parties used to perform the order, as well as for its own actions or omissions.

§ 7 CONFIDENTIALITY

1. The Supplier undertakes to maintain confidentiality with respect to all information obtained from the Ordering Party in connection with the performance of the subject of the contract, in particular organizational, commercial and technical information regarding the Ordering Party, which is confidential information and cannot be used by the Supplier for purposes other than those related to implementation of the subject of the order.
2. In the event of a breach of the confidentiality obligation, the Supplier will pay the Ordering Party a penalty of PLN 350,000.00 (in words: three hundred and fifty thousand zlotys) for each violation. The payment of the contractual penalty does not limit or exclude the Ordering Party's

right to claim compensation on general terms if the actual damage incurred exceeds the amount of the stipulated contractual penalty.

§8 PREVENTING CORRUPTION

1. Bribery and corruption involve giving or accepting promises, gifts or money to and from private or public persons in exchange for a favor, financial gain, illegal activity or other intangible benefits. A conflict of interest occurs when the personal interests of the Employee or a third party are in conflict with the values of PZM. Therefore, honesty and transparency in relations with business partners are an important element of mutual respect, trust and good business practice.
2. Reasonable gifts and entertainment (e.g. meals, events, entertainment) may support the process of concluding, maintaining and developing important business relationships. Therefore, business gifts are acceptable, but must be legal, authorized and appropriate. The exchange of gifts and other favors with business partners should be consistent with generally accepted business principles and applicable law. A gift may be given or accepted if it has little material value and its acceptance or giving has no impact on the tasks or decisions made, and therefore does not oblige to reciprocity, but can only be a courtesy expression of thanks. Giving and accepting gifts from customers and suppliers requires careful consideration by you and your manager. Before giving gifts, please check whether it is permitted under these regulations. Giving, offering or accepting any gifts (gifts giving the appearance of such a gift) intended to influence business decisions or to gain an unfair advantage is prohibited. However, in certain situations, you may exchange business gifts to build relationships, provided that:
 - a) The gift is given for a legitimate purpose, has symbolic value, is given infrequently and meets all other requirements of internal procedures,
 - b) The gift does not take the form of cash or its equivalent,
 - c) The gift complies with the law applicable to the recipient and the person is authorized to accept the gift,
 - d) The term „business gifts” does not include company-sponsored sales competitions or incentive programs. In addition, entertainment expenses, such as meals and entertainment, are not prohibited as long as they are of a reasonable frequency and nature.
3. Gifts of symbolic value.

Gifts that are infrequent and whose value does not exceed PLN 200 or its equivalent are considered symbolic in most countries. Examples include, but are not limited to, promotional products such as calendars or mugs given to support the image and representation of the brand.

§9 IMPACT ON THE ENVIRONMENT

The Supplier undertakes, within its resources and organizational capabilities, to take actions to minimize its impact on the environment in the following areas:

- a) Minimizing energy consumption
- b) Minimizing water consumption and reuse
- c) Minimizing air, soil and water pollution
- d) Minimizing greenhouse gas emissions
- e) Minimizing the amount of waste generated
- f) Reducing the use of materials and chemicals

§10 PROHIBITION OF WORK OF MINORS

1. PZM only accepts the employment of young people among its suppliers:
 - a) for the purposes of supporting vocational education for internship contracts concluded with schools
 - b) employing people over 16 years of age on mandate contracts during the holidays - with the written consent of their parents.

No other form of employment of minors is accepted by PZM.

§11 EQUAL OPPORTUNITIES POLICY

1. The PZM supplier declares that it does not discriminate against any employee on the basis of gender, race, skin color, religion, ethnic or national origin, sexual preferences, age, disability, political beliefs, or trade union membership. This principle applies to recruitment, hiring, training, promotion and other terms and conditions of employment. Discriminating against an employee or job applicant is a serious violation of PZM's values. Every supplier has a duty to ensure that

acts of discrimination do not occur. All HR activities, sponsorship programs and promotional campaigns carried out by the company should be conducted without any acts of discrimination.

§ 12 FINAL PROVISIONS

1. The Ordering Party reserves that Polish law shall apply to all disputes related to the execution of the order. In matters not regulated in these General Terms and Conditions, the provisions of the Civil Code shall apply.
2. The Ordering Party and the Supplier will strive to amicably settle any disputes arising in connection with the execution of the order. If it is impossible to resolve the dispute amicably, the court competent to resolve disputes arising from orders is the court having jurisdiction over the registered office of the Ordering Party.
3. During the execution of the order, the Supplier will inform the Ordering Party about any significant circumstances that may affect the course of execution and delivery date.
4. At the request of the Ordering Party, the Supplier will present corrective actions in relation to the detected causes of discrepancies in the subject of the order.
5. The Supplier declares that it has a current and valid third party liability and accident insurance policy in case of risks arising from the activities performed.
6. These General Terms and Conditions come into force on January 2, 2024.