

**GENERAL TERMS AND CONDITIONS OF DELIVERY OF FORMS AND SPECIFIC TOOLS TO  
KLGŚ SPÓŁKA Z O.O**

1. These general terms of delivery (hereinafter referred to as "Terms and Conditions ") constitute standard terms supply of injection molds for the production of plastic details and possible additional tools related to the production of plastic details, manufactured for KLGŚ Spółka z o.o. with its seat in Pcim (32-432), Pcim 1512, registered into the Register Entrepreneurs of the National Court Register kept by the District Court under KRS number 0000385727, NIP number: 6812045473, further specified as "KLGŚ".
2. These Terms and Conditions apply to commercial relations with natural persons and legal entities and organizational units without legal personality, which in as part of their business activities, they provide KLGŚ with materials used then in the production of products, hereinafter referred to as "Supplier".
3. Any deviations from these Terms and Conditions may only result from agreements concluded in writing, otherwise null and void.
4. Unless otherwise stated in a written agreement, a delivery contract is concluded upon receipt by KLGŚ of confirmation of the order acceptance by the Supplier without reservations.
5. The Supplier is obliged to inform KLGŚ in writing or by e-mail to the address KLGŚ representative who sent the order, no later than 3 working days (Monday - Friday, excluding public holidays) before the delivery date, whether the delivery will be carried out in accordance with the contract. In the absence of notification and delay in delivery, it is considered that the delay occurred for reasons attributable to the Supplier.
6. The Supplier declares that he is aware that the delivery of molds for KLGŚ is related to another order placed by a third party (called hereinafter referred to as "Contractor") at KLGŚ and that the performance of KLGŚ's obligation towards the Contractor is dependent on the correct and timely delivery by the Supplier.
7. In case of delay in delivery of the mold, which would result in charging KLGŚ by its Contractor a contractual penalty as a result of untimely delivery of details, KLGŚ will be entitled to charge to the Supplier with a contractual penalty in the amount of 30% of the net price of the mold that the Supplier is obliged to deliver.
8. In the event of a delay in delivery of the form exceeding 5 working days, KLGŚ will be entitled to charge the Supplier a contractual penalty specified in point 7 and a penalty contractual in the amount of 1% of the net value of the KLGŚ order placed by the

Contractor for each business day of the delay, starting from the 6th business day on which it occurs delay in delivery.

9. The amount of each of the contractual penalties as well as the total value of these penalties may not exceed 50% of the net price of the mold that the Supplier is obliged to deliver, but not excludes the right of KLGs to claim compensation on general terms.
10. In case of delay in delivery of the form exceeding 30 working days, KLGs will be entitled to withdraw from the delivery contract for reasons attributable to the Supplier and to charge the Supplier a flat-rate amount for the incurred costs and losses of *Lucrum cessans* in the amount of 50% of the net value of the order placed with KLGs by the Contractor.
11. In the event that KLGs withdraws from the delivery contract for reasons attributable to the Suppliers, the Supplier, regardless of the obligation to pay contractual penalties, is obliged to immediately, no later than within 7 days from the receipt of the declaration on withdrawal, to return all advances paid by KLGs.
12. Unless otherwise expressly agreed in writing, delivery is made on terms of DDP - Delivered Duty Paid - Supplier's warehouse in Pcim 1512 (32-432) according to Incoterms.
13. The supplier declares that the forms and associated documentation will be at the time of delivery free from any intellectual property rights (including industrial property rights) of third persons, and that he is entitled to exclusive material copyrights to transfer these rights to KLGs and that these rights are not limited in any way, nor charged to any third parties.
14. The Supplier transfers the proprietary copyrights to KLGs at the moment of the delivery of the forms. The transfer of intellectual property rights (including industrial property rights) also covers any property rights developed or used to make the materials or services recorded, in particular in the form of: 2D and 3D technical drawings other technical documentation. Remuneration for the transfer of property rights copyright covers the remuneration agreed between the Supplier and KLGs in the scope of delivery materials or services.
15. In the event that any entity argues against KLGs or against any of its Contractors with an indirect claim or direct violation of intellectual property rights (including industrial property rights) with regard to the services or materials provided by the Supplier, the Supplier undertakes immediately pay for any additional damages and costs related to the claims by third parties against KLGs or third parties to which KLGs sells your goods.
16. The Supplier undertakes to protect KLGs against any damages, claims and any liability arising from the Supplier's failure to comply with the obligations resulting from the

contract, offer or legal regulations. In the event of any claims against KLGs by any third parties, including administrative public bodies, the Supplier undertakes to immediately release and cover KLGs from their possible damage. The Supplier undertakes to join the dispute at the request of KLGs on his side to defend against the above claims. The Supplier shall return the KLGs incurred costs by him in this connection (in particular the costs of proceedings, costs of legal representation and legal advice, costs of penalties, fees, etc.).

17. The Supplier gives a warranty for the delivered materials or services performed on the basis of information and documentation provided by KLGs. The warranty period is 24 months from the delivery date and is extended by the time of repair of the materials or services, including from the date of filing the complaint to the date of repair and it runs again from the date of delivery of new materials or services. Other warranty terms, Parties may regulate in a separate document, including the accepted offer. In the event of replacement of materials or services, the warranty period starts anew from the moment of supplying a new material or service. In the case of delivery of the materials or services in batches the warranty period runs separately for each batch, from the confirmed date of delivery.
18. KLGs, after accepting the form delivered by the Supplier, is entitled to order changes to another third party, in particular in the event that the deadline for the implementation of changes proposed by the Supplier is remote or when the price of the changes by the Supplier will not correspond to market prices. The Supplier is not responsible for defects resulting from changes made by third parties.
19. In the event of a defect notification by KLGs, the Supplier is obliged to remove the defect within 7 working days from the date of notification. If the defect is not removed on time indicated above or otherwise agreed by the Parties, KLGs has the right to order its removal defects to a third party at the Supplier's expense.
20. KLGs is entitled to charge the Contractor for the delay in removing the defects found during the warranty period with a contractual penalty of 0.1% of the agreed net remuneration each day of delay counted from the end of the last day designated for removal of defects, but not more than 10% of the agreed net remuneration.
21. The Supplier declares that he has appropriate third party liability insurance and that this policy has been paid in full, and the minimum value of the policy is not less than PLN 200,000 or 50,000 EUR.
22. KLGs and the Supplier undertake to keep the technical details secret and financial cooperation. In the event of unauthorized disclosure of information covered by the secrecy, the disclosing party is obliged to cover the damage resulting from its actions.

23. The competent court to settle any disputes that may arise from the Agreements concluded on the basis of these Terms and Conditions is the common court competent for the seat of KLGs.
24. This legal relations arise between Parties on the basis of these Terms and Conditions shall be governed by and construed in accordance with the laws of Poland without taking into account its principles on conflicts of law.

THESE TERMS APPLY FROM 01/06/2021