

GENERAL CONDITIONS OF PURCHASE

Wamtechnik Sp. z o.o. based in Warsaw.

§ 1. GENERAL PROVISIONS

1. These General Terms and Conditions of Purchase ("**Conditions**") apply to contracts for the sale or delivery of materials, raw materials, parts, products, equipment and any related services ("**Products**"), as well as to contracts of a similar nature and constitute an integral part of each order ("**Order**") placed by Wamtechnik Sp. o.o. with its registered office in Piaseczno ("**Wamtechnik**") to the other Party ("**Supplier**") and for other transactions concluded by Wamtechnik and the Supplier ("**Parties**") by way of a separate sales contract or other contract of a similar nature if the Parties decide so in this separate agreement.
2. Acceptance of the Order by the Supplier means that the Supplier agrees to be bound by and fulfill all the provisions contained in the Conditions and those specified in the Order, including any other documents referred to in the Order.
3. It is assumed that the Terms and Conditions attached to the Order placed by Wamtechnik will apply to subsequent Orders placed by Wamtechnik, without the need to deliver them again.
4. Special provisions of the Order and any other written arrangements of the Parties, including those arising from a separate agreement, which are in conflict with the Conditions, shall prevail over the provisions of the Conditions.
5. The Supplier's general terms and conditions of sale apply to Wamtechnik only if they have been accepted by Wamtechnik in writing.

§ 2. ORDER

Order.

1. The Supplier will each time deliver the Products on the basis of the Order placed by Wamtechnik, based on the information previously provided to it by the Supplier, which will specify the conditions for its execution.
2. Only Orders placed in writing, including via e-mail, are binding, and any changes to the terms of the Order should also be made in writing.



Registered Address:

Office / Production / Warehouse:

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Aleja Wilanowska 7 lok. 3
02-765 Warsaw, Poland

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office@wamtechnik.pl

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VAT ID: PL 522-01-04-603 REGON: 012110050 BDO: 000012821

Registration data:

District Court for the Capital City of Warsaw, XIII Commercial Division of the National Court Register. KRS: 0000179475. Share capital: PLN 113,143.00

3. An order placed by Wamtechnik constitutes an offer to conclude a contract. Any declarations made by the Supplier before placing an Order regarding the Products, such as in particular responses to Wamtechnik's inquiries, price lists, promotional materials, are not considered an offer within the meaning of the Civil Code.

Acceptance of the Order.

4. The Supplier is obliged to accept (confirm the Order) or reject the Order within 7 days from PO date.
5. Acceptance of the Order by the Supplier means acceptance of the Order, and the contract is deemed concluded.
6. The order may only be accepted by the Supplier without any reservations. Any provisions indicated by the Supplier in accepting the Order that in any way modify, supplement or otherwise differ from the provisions specified in the Order and the Conditions are invalid and ineffective, and the contract will be considered concluded on the terms specified in the Order, unless Wamtechnik will confirm the modification of the Order in writing
7. The Order Number should be included on the acceptance of the Order, delivery notice, invoice, Product receipt document and in all other documents related to the execution of the Order.
8. Wamtechnik reserves the right to change the Order during its execution. The Supplier will make every reasonable effort to comply with such request. Changes to the Order by the Supplier during its execution require the prior written consent of Wamtechnik.

Withdrawal from the Order.

9. Wamtechnik may withdraw from the Order in whole or in part, without being liable in this respect, if the Supplier performs the Order inconsistently with its content, in particular in terms of delivery conditions and quality of the Products, as well as in the event of the Supplier's insolvency, the Supplier's submission an application for declaration of bankruptcy, declaration of bankruptcy or opening of liquidation of the Supplier, in each case within 60 days from the date of occurrence of the events in question.

§ 3. PRICE AND PAYMENT TERMS

1. Unless otherwise agreed, the price specified in the Order is fixed and is not subject to change. The price includes taxes (except value added tax, if applicable), customs duties, transport charges, packaging and any other charges related to the delivery of the Products



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as well as the costs of any additional services related to the delivery of the Products under the Order. In the case of delivery with assembly, the price specified in the Order is the total remuneration of the Supplier and includes in particular delivery, assembly and all additional costs. To regulate the issue of incurring costs related to the delivery of Products, the Parties may refer to the appropriate Incoterms formula .

2. Detailed payment terms will be specified in the Order. If no arrangements are made regarding payment terms, Wamtechnik will pay the Supplier within the period specified on the VAT invoice, but not less than 60 days from the date of its issuance. The Supplier will issue a VAT invoice to Wamtechnik no earlier than on the day of receipt of the Products by Wamtechnik without any comments or reservations. Wamtechnik will pay the price to the Supplier by transfer to the bank account indicated on the VAT invoice or another account indicated by the Supplier. The payment date is the date of crediting the Supplier's bank account.
3. Wamtechnik will only pay correctly issued VAT invoices. VAT invoices contain all details such as order date, order number, price, quantity and number of Products) If the invoice is issued incorrectly or if the indicated data is missing, the invoice will not be paid.
4. In the event of improper execution of the Order by the Supplier, Wamtechnik is authorized to withhold the payment or its appropriate part until the Order is properly completed.

§ 4. DELIVERY

Deadline.

1. Unless otherwise agreed, the delivery date is specified in the Order. Delivery date means the date of delivery of the Products to the place indicated in the Order. In the event of a delivery delay, Wamtechnik may withdraw from the Order in whole or in part, without being liable for this, in any case within 60 days from the date of delivery.
2. The Supplier is liable for any damage resulting from failure to meet the delivery deadline. The Supplier is obliged to immediately inform Wamtechnik about any circumstances that may result in a delay in the delivery of the Products.

Edition.

3. The Supplier will deliver the Products to the place indicated in the Order. Unless otherwise provided in the Order, the place of its execution is the Wamtechnik warehouse in Piaseczno at ul. Techniczna 2.



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4. Each delivery should be accompanied by a set of delivery documents, including a bill of lading. These documents should necessarily include the Order number and the date of placing the Order, so that it is as simple as possible for Wamtechnik to assign the delivery to a given Order.
5. Together with the delivery, the Supplier should provide all necessary technical documentation related to the Product, in particular such as operation and maintenance manuals, training manuals, drawings, technical data sheets, product safety data sheets, plant inspection certificates, certificates of conformity, approvals and other necessary documentation indicated in the Order and/or resulting from the properties of the Product and/or which, according to applicable regulations, is needed to introduce or resell the Products on the Polish market.
6. The Supplier undertakes to properly package and secure the Products during transport, in accordance with the requirements specified in the Order, relevant legal regulations and the carrier's requirements. Proper packaging means not only protecting the Products against mechanical damage, but also against electrostatic damage. The Supplier is fully liable for damage or loss of Products resulting from improper packaging and securing of the Products.

Reception.

7. Delivery of the Products is deemed to have been completed upon documented physical receipt of the Products by Wamtechnik. At this point, the benefits and risk of accidental loss or damage to the Products pass to Wamtechnik, regardless of the choice of the appropriate Incoterms by the Parties .
8. Wamtechnik undertakes to check the delivered Products within a reasonable time for qualitative deviations; reporting defects is considered timely if it is received by the Supplier within 5 business days of receipt of the Products or, in the case of hidden defects, after their detection.
9. If the delivered Products do not fully comply with the terms of the Order, regardless of Wamtechnik's ability to exercise other rights, Wamtechnik will notify the Supplier of its comments and reservations, which the Supplier undertakes to remove immediately at its own expense and risk. Products that Wamtechnik has refused to accept will, at Wamtechnik's option, be returned to the Supplier at its expense and risk or retained by Wamtechnik, if possible, until the Supplier gives Wamtechnik further instructions regarding their disposal. The Supplier's presentation of Products that are not fully compliant with the terms of the Order is tantamount to a delay in delivery.



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10. At Wamtechnik's discretion, the delivery of Products may be subject to statistical input control. A negative sample result of the delivered Products means that the delivery does not comply with the Order. In this case, Wamtechnik is entitled to return the entire batch of Products to the Supplier at his expense and risk in order to select the defective elements, and the Supplier is obliged to immediately present the entire batch of Products for re-collection. If, due to Wamtechnik's justified production conditions, the selection of defective Products is performed by Wamtechnik, the Supplier will be charged with the costs of the selection. The Supplier will be notified of the result of the selection examination and requested to immediately cover the costs of selection and immediately replenish the supply corresponding to the number of defective Products.

Force majeure.

11. The Parties are not liable for non-performance or improper performance of obligations if the non-performance or improper performance is the result of force majeure. Force majeure is understood as an accidental event that could not be prevented or could not have been predicted with due diligence, which includes in particular fire, flood, typhoon, earthquakes, epidemics, wars, government bans or allocations, other disasters, and strikes and restrictions of an administrative nature. The Party is obliged to immediately notify the other Party of the occurrence of force majeure. If the Supplier cannot perform the obligation due to force majeure, Wamtechnik may withdraw from the Order in whole or in part, within 90 days from the date of force majeure.

§ 5. QUALITY AND CONTROL

1. If the Products are manufactured on the basis of technical and/or production documentation specifying, among others: components, production methods, tests and any other technical parameters of the Products and on the basis of any other drawings and descriptions ("**Documentation**") provided to the Supplier by Wamtechnik together with or before placing the Order, Wamtechnik indicates that the Documentation will not infringe the copyrights of third parties and Wamtechnik is entitled to disclose it to the Supplier. The Supplier declares that he has read the Documentation in detail and does not raise any comments thereon. The Supplier, at every stage of execution of the Order, is obliged to analyze/control the Documentation presented to it. If the Supplier detects errors in the Documentation, he is obliged to immediately inform Wamtechnik. Changes to the Documentation require in each case



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the written consent of Wamtechnik. In this respect, it is not permissible for the Supplier to rely on any oral arrangements with Wamtechnik.

2. The Supplier will deliver Products consistent with the Documentation and free from any defects specified in § 6.
3. The Supplier undertakes to conduct multi-stage control of the production process, in accordance with the requirements regarding the quality of the Products and control of suppliers and supplies of components and materials used for Production. The Supplier undertakes to register the activities performed and materials used to reconstruct the production history of each Product. The Supplier is obliged to perform functional tests of the Products, in particular those specified in the Documentation. At each request of Wamtechnik, the Supplier will provide Wamtechnik with data from functional tests as well as the results of the production history of the Products in order to confirm that the Products meet the appropriate quality conditions and are consistent with the Documentation.
4. For the production of Products, the Supplier undertakes to use only materials and components from proven and reliable sources.
5. At any time, in order to improve partnership relations and build added value, Wamtechnik is entitled to control ("**Audit**") the Product production process. Wamtechnik is obliged to notify the Supplier of each Audit date in advance. The technician is obliged to conduct the Audit in such a way as not to disrupt the normal course of production of the Supplier. Wamtechnik may entrust the conduct of the Audit to a third party. The Supplier is obliged to provide the auditors with all necessary documentation related to the production of the Products and to answer the auditors' questions, and in the event of such a request from the auditors, also in writing immediately after the end of the Audit.

§ 6. WARRANTY

1. Unless otherwise agreed, the Supplier guarantees (the "**Warranty**") that for 24 months from the date of receipt of the Products by Wamtechnik, all Products: 1.) will be free from design defects (where the design is supplied by the Supplier with the Product) , materials and workmanship defects 2.) will be new, unused and of the highest quality, 3.) will be consistent with the Documentation 4.) will not infringe any patent, utility model, trademark, trade secret, copyright or any other rights intellectual property of third parties.
2. Receipt of the Products, payment of the price and performance of any other similar activities by Wamtechnik do not nullify Wamtechnik's rights under the Warranty. Regardless of the



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rights arising from the Warranty, Wamtechnik may exercise other rights arising from liability for defects under applicable law. Wamtechnik is entitled to transfer the rights and obligations arising from the Warranty to a third party.

3. Defects revealed during the Warranty period, the Supplier undertakes to immediately remove by repairing or replacing the defective Product. Wamtechnik is entitled to return defective Products to the Supplier at the Supplier's expense and risk. After replacement or repair, the Warranty period runs anew for the replaced or repaired Product.
4. The Supplier is obliged to register a report of a Product defect and take all necessary actions to determine the cause of the Product defect. Within 14 days from the date of notification, the Supplier is obliged to prepare and deliver to Wamtechnik a report defining the defect and present a repair and correction plan aimed at eliminating the problem of defective Products in the future. The supplier will provide a report defining the defect and a repair and correction plan in the format requested by Wamtechnik. The Supplier will implement corrective and corrective actions no later than 30 days from the date of reporting the defect. The Supplier ensures that the repaired Product or the Product delivered in place of the defective one will meet all requirements imposed by Wamtechnik. If the Product referred to in the preceding sentence does not meet the relevant requirements, Wamtechnik, at its discretion, may withdraw in whole or in part from the relevant Order, without liability on the part of Wamtechnik, within 60 days from the date of delivery of this Product to Wamtechnik or take other measures. specified in the Terms of Service or available under applicable law.
5. If the Supplier fails to remove the reported defect within the agreed deadline, Wamtechnik may remove the defect on the Supplier's behalf, at the Supplier's expense and risk, after prior written notification to the Supplier.
6. Regardless of the Warranty granted by the Supplier, together with the delivery the Supplier will provide Wamtechnik with a warranty document issued by the manufacturer, if the manufacturer provides such a warranty.
7. Wamtechnik is entitled to full compensation for all losses, damages, costs and expenses (in particular fines and penalties paid by Wamtechnik and claimed by Wamtechnik's customer in connection with the defective Products) and other similar amounts incurred and/or imposed on Wamtechnik.

§ 7. LIABILITY

1. The Supplier is liable for defects in the Products in accordance with applicable law, including in particular the provisions governing the warranty for defects in items sold.



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2. The Supplier is liable for any damage caused to Wamtechnik, including damage caused by persons used by the Supplier to perform the Order or other contract subject to these Terms and Conditions.
3. The Supplier is fully liable for non-performance or improper performance of contractual obligations, tort, warranty or other liability for any damages, claims and other demands, including damages imposed or incurred by Wamtechnik as a result of third-party claims related to or arising from the Order or other agreement subject to these Terms and Conditions.
4. The Supplier will maintain a civil liability policy (in tort and contract) related to running a business to cover any claims arising from the Order, including contractual events covered by the Order, including civil liability insurance for introducing the product to the market.
5. Wamtechnik is liable only for damage caused to the Supplier due to intentional fault.
6. The Supplier guarantees that all elements/parts delivered to Wamtechnik in connection with the execution of the Order are new, unused, manufactured according to current achievements in the field of technical progress and meet the highest standards of quality, safety and environmental protection, regarding materials and workmanship, unless other requirements are specified. in order. The Supplier also guarantees that the subject of the Order will be free from defects, including material, construction and legal defects, defects resulting from the quality of workmanship and other defects or resulting from the quality of workmanship, and therefore will allow to achieve the technical parameters specified by the manufacturer and in accordance with the technical documentation (if applicable) and its purpose.
7. If the Supplier delivers defective Products, Wamtechnik should enable the Supplier to remove the defects or re-deliver the Products free from defects within the period specified by Wamtechnik, unless re-delivery would not be important for Wamtechnik. If the Supplier cannot comply with the request submitted by Wamtechnik within the appropriate deadline set by Wamtechnik, then Wamtechnik may withdraw from the contract and return the Products at the Supplier's risk and expense. The resulting costs are borne by the Supplier. Wamtechnik is entitled to deduct (also contractually) the costs related to the repairs indicated above from the receivables due to the Supplier towards Wamtechnik.
8. If the Supplier delivers defective Products again, Wamtechnik is entitled to withdraw from the Order without setting a new deadline for the Supplier to deliver defect-free Products. The resulting costs are borne by the Supplier. Wamtechnik is entitled to deduct (also contractually) the costs related to the above-mentioned repairs from the receivables due to the Supplier towards Wamtechnik.



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9. If, despite the ineffective expiry of the deadline set by Wamtechnik to the Supplier, Wamtechnik does not withdraw from the Order, then Wamtechnik may remove the defects of the Products itself or have them removed by a third party. The resulting costs are borne by the Supplier. Wamtechnik is entitled to deduct (also contractually) the costs related to the above-mentioned repairs from the receivables due to the Supplier towards Wamtechnik.
10. If the defects of the Products delivered by the Supplier may cause or constitute a direct threat to human life or health or may cause significant property damage, Wamtechnik is entitled, independently or with the help of a third party, to immediately remove the defects of the Products at the expense and risk of the Supplier. Wamtechnik will immediately inform the Supplier about the detected defect and, if possible, ensure the Supplier's participation in removing these Product defects.
11. Due to defective delivery, Wamtechnik is entitled to a claim for a reduction in the price of the defective Products as well as a claim for compensation for the resulting damage. If the delivery of defective Products results in the suspension of Wamtechnik's production, Wamtechnik may claim for each case of suspension of production
12. Contractual penalty in the amount of 1% PO value for each day of production suspension. The Supplier is also obliged to indemnify Wamtechnik against all claims for damages due to defective delivery of Products reported by third parties and to compensate any resulting consequential damages.

§ 8. CONFIDENTIALITY

1. All information obtained by the Supplier in connection with the performance of the contract subject to these Terms and Conditions, including in particular all organizational, commercial and technical information regarding Wamtechnik and not made publicly available, will be considered confidential information and as such will not be disclosed to third parties. This obligation does not apply to situations in which the obligation to provide information results from mandatory provisions of law. In particular, the Supplier undertakes to treat as confidential information regarding the volume of trade, applicable prices, discounts, Product specifications, logistics agreements and technological data.
2. The Supplier declares that it will not use confidential information for purposes other than the execution of the Order or other contract subject to these Terms and Conditions and that it will provide this information with appropriate protection appropriate to its confidential



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nature. The obligation to keep information confidential is unlimited in time and may be waived only with Wamtechnik's consent expressed in writing.

3. The provisions of this paragraph apply only to the extent that they do not conflict with the provisions of a separate confidentiality agreement concluded by the Parties.

§ 9. INTELLECTUAL PROPERTY

1. Wamtechnik has all rights, including intellectual property rights, in relation to all drawings, sketches, calculations and other documents, as well as models and patterns provided to the Supplier in connection with the execution of the Order. The objects of these rights may not be made available to third parties without the prior written consent of Wamtechnik. The Supplier may use them only for the purpose of fulfilling the Order,
2. Wamtechnik's trademarks as well as part numbers should be placed on the Products if this results from the documents provided by Wamtechnik in connection with the execution of the Order, if Wamtechnik gives such an instruction to the Supplier. Products marked in this way may only be transferred to Wamtechnik.
3. Pursuant to Art. 11(4) of the Polish Act of June 30, 2000, Industrial Property Law, the parties agree that the right to obtain a patent for an invention or a right of protection for a utility model, as well as the right to register an industrial design in relation to inventions and designs created in connection with or on the occasion of implementation Only Wamtechnik is entitled to place orders. The Supplier is obliged to include appropriate provisions in this respect in contracts concluded with employees or other persons used by the Supplier to execute the Order.
4. The Supplier is obliged to provide Wamtechnik with complete documentation related to the designs and inventions referred to in section 3 above herein.
5. The Supplier is obliged to immediately transfer all copyrights to Wamtechnik, provided that these rights concern works created in connection with the execution of the Order.
6. If, during the execution of the Order, the Supplier uses items or programs protected under copyright or industrial property law and owned by third parties, the Supplier is obliged to make every effort to avoid violating these rights. The Supplier shall be fully liable for any claims for damages or other claims brought by authorized third parties in connection with the violation of their rights.



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7. Violation by the Supplier of the provisions of section 1-6 above of these terms and conditions is considered a material breach, which is the reason for immediate withdrawal of the Order by Wamtechnik.
8. If, as a result of the Supplier violating the rights of third parties, an authorized third party requests Wamtechnik to stop using the Products, then the Supplier is obliged to remove this violation and its effects at its own expense and to refund Wamtechnik the remuneration received for the purchase of the Products.
9. The above does not exclude the possibility of Wamtechnik demanding further compensation or submitting other claims to remove or reduce damage caused by the Supplier's violation of third party rights. In case of
10. All means of production manufactured by the Supplier on the basis of data or documents provided by Wamtechnik, such as templates, dies, models, designs, tools, forms, welding templates, programs, etc. may be used by the Supplier only to fulfill Orders placed by Wamtechnik. The supplier may not use these means of production for his own purposes or offer or make them available to third parties.

§ 10. COMPLIANCE WITH THE LAW

1. During the execution of the Order, the Supplier is obliged to comply with the provisions of law and orders of the competent authorities. This obligation applies in particular to the design, construction or manufacture, transport and assembly of Products, and the provision of services so that they meet all safety requirements, quality standards and do not violate the provisions on occupational health and safety, environmental protection or the rights of third parties,
2. The Supplier is liable for any penalties and for personal and property damage caused by violation of these regulations and standards.
3. The Supplier guarantees that the Products being the subject of the Order do not pose a threat to safety, health or the environment.
4. All elements/parts used to manufacture the Products that are the subject of the Order must have the certificates, permits, declarations of conformity (certificate, technical approval, material certificates) required by applicable regulations and standards and must be new and fully functional.
5. The Supplier is responsible for the quality of the delivered materials, the work performed and, if applicable, for the compliance of the implementation with the design documentation,



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recommendations of technical and author's supervision, and with the applicable conditions for the technical performance of the work, including: assembly and construction.

6. If the Order concerns the preparation of documentation or design, the Supplier is fully responsible for any errors in the documentation or design, in particular those resulting in the need to perform any additional work. In particular, the Supplier will be charged with the costs of performing these additional works, calculated according to the value of invoices for their performance, plus additional costs in the amount of 15% of the value of these works - for the costs of organizing additional works directly by Wamtechnik.

§ 11 OBLIGATION OF COOPERATION

1. The Supplier is obliged to immediately and continuously inform Wamtechnik about all important matters relating to the execution of the Order and to ensure the participation of its duly authorized representative in all discussions regarding the execution of the Order. This representative should be authorized to make the necessary decisions and give instructions to other persons acting on the Supplier's side in the execution of the contract.
2. The Supplier is obliged to organize all procedures related to the execution of the Order in such a way that they do not cause difficulties in the current operations of Wamtechnik.
3. Wamtechnik shall not be liable to the Supplier for any difficulties or obstacles caused by other contractors acting for Wamtechnik.

§ 12. ASSIGNMENT OF RECEIVABLES

The Supplier may not, without the prior written consent of Wamtechnik, transfer any receivables due to him from Wamtechnik resulting from the execution of the Order to a third party, nor authorize third parties to pursue these claims.

§ 13. APPLICABLE LAW AND DISPUTES

1. Any disputes between the Parties arising from or in connection with the contract subject to these Terms and Conditions will be subject to the jurisdiction of Polish courts and will be resolved on the basis of Polish law. The United Nations Convention on Contracts for the International Sale of Goods (CEISG) does not apply.



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District Court for the Capital City of Warsaw, XIII Commercial Division of the National Court Register. KRS: 0000179475. Share capital: PLN 113,143.00

2. If it is not possible to amicably resolve the dispute between the Parties, the court competent to hear it will be the court competent for the seat of Wamtechnik.

§ 14. FINAL PROVISIONS

1. The rights and obligations arising from the contract subject to these Terms and Conditions may not be transferred by the Supplier without the prior written consent of Wamtechnik.
2. The Supplier may not entrust the performance of the contract subject to these Terms and Conditions to third parties without the prior written consent of Wamtechnik. In the event of such an entrustment, the Supplier shall be liable for the actions and omissions of third parties as for its own actions.
3. If any of the provisions of the Terms or the contract subject to these Conditions turns out to be invalid or becomes invalid, the effect of invalidity does not affect the validity of the remaining provisions of the Terms and Conditions or the contract subject to these Conditions.
4. Wamtechnik may make changes to the Terms and Conditions in writing under pain of invalidity at any time without the need to notify the Supplier. However, changes to the Conditions are effective in relation to contracts already concluded only if the Supplier consents to such changes in writing.
5. In the event of interpretation discrepancies between different language versions of the Terms and Conditions, the Polish version shall prevail.
6. The terms and conditions enter into force on 01/12/2023.



Registered Address:

Office / Production / Warehouse:

Wamtechnik sp. z o.o.
Aleja Wilanowska 7 lok. 3
02-765 Warsaw, Poland

Wamtechnik sp. z o.o.
ul. Techniczna 2 bud. H
05-500 Piaseczno, Poland

office@wamtechnik.pl

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