

GENERAL TERMS AND CONDITIONS OF PURCHASE
applicable at Alucrom Sp. z o.o.

1. GENERAL PROVISIONS

- 1.1.** These General Terms and Conditions of Purchase constitute the general terms and conditions of Contracts within the meaning of Article 384 of the Civil Code (CC) and shall apply to orders placed by Alucrom Sp. z o.o., hereinafter referred to as “the Principal”, and relate respectively to the purchase or supply of paints, materials, raw materials, parts, products or equipment, hereinafter referred to as “goods”, by the entity hereinafter referred to as “the Supplier”.
- 1.2.** These GTCP shall form an integral part of contracts relating to the purchase of goods or services by the Principal and shall apply to both Parties unless they expressly agree otherwise in writing under pain of nullity.
- 1.3.** The Supplier shall each time perform a delivery of goods on the basis of an order placed by the Principal, which shall specify the terms and conditions of its performance, i.e. the subject of the order, lead time, terms of payment, terms of delivery and the delivery address of the indicated branch of the Principal for which the delivery shall be performed. The order must be made in writing. The Parties allow for the possibility of placing an order electronically. The Supplier shall be obliged to send an order confirmation by e-mail no later than the day following receipt of the order. Failure to confirm the order shall be deemed acceptance of the order for execution without reservation.
- 1.4.** The Supplier may not transfer the right to fulfil the order to third parties without the Principal’s consent.
- 1.5.** The order shall be deemed to have been fulfilled when the goods delivered to the Principal are correct in terms of quality, quantity, price, delivery date and the indicated place of delivery.
- 1.6.** If the Supplier notifies that it shall not be able to fulfil the order in the time or quantity indicated by the Principal, the Principal shall be entitled to withdraw from the order in writing (or by telephone, confirmed in writing) at no cost.
- 1.7.** The terms and conditions contained in the Supplier’s proposal shall be deemed binding until they are terminated in writing or negotiations between the Principal and the Supplier are concluded.
- 1.8.** The Supplier shall be obliged to refer to the order number in all correspondence and delivery documents (shipment specification, stock issue confirmation documents, invoice).

2. SUBJECT OF THE ORDER AND GENERAL CONDITIONS

- 2.1.** The Principal shall submit the order in writing via e-mail.
- 2.2.** The Supplier shall each time perform a delivery of goods on the basis of an order placed by the Principal, which shall specify the terms and conditions of its performance, i.e. the subject of the order, lead time, terms of payment, terms of delivery and the delivery address of the indicated branch of the Principal for which the delivery shall be performed. The order must be made in writing. The Parties allow for the possibility of placing an order electronically. The Supplier shall be obliged to send an order confirmation by e-mail no later than the day following receipt of the order. Signing the order shall imply acceptance of these General Terms and

Conditions of Purchase. Failure by the Supplier to confirm in writing by the aforementioned deadline shall be treated by the Principal as the Supplier's tacit acceptance of the order for execution on the terms and conditions specified in the order and in accordance with the General Terms and Conditions of Purchase.

- 2.3. The order number must be quoted on the delivery notice, invoice, stock issue confirmation document, acceptance report and all other transaction documents.
- 2.4. The Supplier should confirm the order in writing (e.g. by e-mail) within 48h. The Supplier's failure to respond shall mean acceptance of the terms and conditions of the order.
- 2.5. The Supplier should provide written and verbal communication in Polish and/or English.
- 2.6. Suppliers are subject to periodic evaluation which consists of number of complaints, timeliness of deliveries, price, service quality, quality and environmental management system in place. Should a B or C grade be given, the Supplier shall submit a written action plan to the Principal with the purpose of improving the grade. If an A grade (qualified) is given, the supplier shall not be informed of the grade.

3. DELIVERIES

- 3.1. The Supplier warrants and guarantees that the products sold to the Principal come from current production, are carefully manufactured, tested and that they meet the terms and conditions of the technical documentation, standards and specifications set out in the order, as well as legal and regulatory requirements and environmental protection required by the Principal. The Supplier shall be liable to the Principal for any defects, including hidden defects, in the products/services supplied.
- 3.2. Varnishing materials should be supplied in original, sealed packaging and stored and transported in accordance with the manufacturer's instructions in such a manner as to ensure that their technical properties remain unchanged.
- 3.3. Each package of varnishing materials must be marked with a label in Polish containing the following information:
 - a. the name, address and telephone number of the supplier or suppliers of the substance or mixture
 - b. the nominal quantity of the substance or mixture
 - c. product identifier
 - d. hazard pictograms
 - e. signal words
 - f. hazard statements (H-statements)
 - g. appropriate precautionary statements (P-statements).In addition, the following data must appear on the packaging:
 - h. manufacture date
 - i. shelf life.
- 3.4. The ordered goods shall be delivered in accordance with the Principal's order. The goods shall be free from defects.
- 3.5. With the delivery of the goods, the Supplier shall provide the Principal with a delivery document and a quality certificate confirming the conformity of each batch delivered. The delivery document shall include the Principal's complete order number and date, and specification of the product range and quantity supplied. A copy of the delivery document should be forwarded to the Principal against acceptance acknowledgement.

- 3.6.** A delivery may be rejected if it is not accompanied by a delivery document issued by the Supplier containing the order number, the specification of the goods dispatched, the quantity, the packaging details, the weight and the place of acceptance, if indicated in the order, and the approvals, certificates and warranty cards.
- 3.7.** The delivery shall be made as a whole, without dividing it into parts, unless this has been agreed in advance in writing by the Principal or is the result of the order placed by the Principal.
- 3.8.** Delivery dates are the dates specified in the order and shall mean the date on which the goods are to be delivered to the place of delivery indicated in the order. These dates must be strictly adhered to.
- 3.9.** The delivery dates of the goods specified in the order may only be changed with the prior written consent of the Principal.
- 3.10.** All goods shall be supplied according to DAP Incoterms 2010.
- 3.11.** The transport costs for returned goods as well as the costs for re-dispatching the goods for replacement shall always be borne solely by the Supplier, unless the Parties agree otherwise.
- 3.12.** Ownership of the goods, the risk of loss or damage and the encumbrances and benefits of the goods shall be transferred to the Principal as soon as the goods have been accepted (in terms of quantity and quality) at the place of destination and at the same time as the Supplier hands over the material approvals, warranty cards or other documents relating to the goods specified in the Principal's order with regard to their type and delivery dates.
- 3.13.** In the event that the ordered goods are not delivered on time or there is a delay in the performance of the subject of the order, the Principal shall have the right, at its own discretion, to withdraw from its performance in whole or in part.
- 3.14.** If shortages and/or defects in the goods are discovered after unloading, the Principal reserves the right to leave the material at the Supplier's disposal. In this case, collection of the goods left at disposal shall take place within 7 days from the date of notification to this effect by the Principal, under pain of charging the Supplier for storage and handling costs. The goods shall be released after the transport and storage costs have been paid, based on a VAT invoice issued by the Principal. The Supplier shall not be entitled in such a case to issue an invoice for the delivered goods which shall be treated as goods in deposit.

4. INSPECTIONS

- 4.1.** The Principal shall be entitled to inspect the Supplier's production process and its products to ascertain the proper execution of the contract and the quality of the goods. The Supplier shall ensure that the Principal is able to exercise the above right at the times and under the terms and conditions notified by the Principal.
- 4.2.** In executing the order, the Supplier shall be obliged to take into account the recommendations made by the Principal as a result of the inspection.
- 4.3.** The tooling designed and manufactured at the Principal's expense in connection with the execution of the order shall be the property of the Principal and may only be used for the execution of the Principal's orders. The tooling shall at all times be placed at the disposal of the Principal and may only be destroyed with the Principal's prior written consent.

5. PRICE

5.1. The prices stated in the order shall be fixed and not subject to change, and include goods delivered to the specified place of delivery at the Supplier's expense.

6. SUBJECT OF DELIVERY

6.1. The subject of delivery must be made in accordance with the contents of the order and applicable standards and regulations, for which the Supplier shall provide the necessary documents, approvals and certificates together with the delivery of the purchased goods.

7. TERMS OF PAYMENT

7.1. The invoice/bill may be issued after the goods have been delivered to the Principal, together with all documents relating to the goods, including certificates and approvals. The Supplier shall be obliged to issue the invoice/bill in accordance with the applicable regulations and the contract binding the Parties. In the invoice, the Supplier shall also indicate the date and Principal's order number and the date on which the goods were dispatched to the Principal. Documents indicating the name and address of the carrier shall be attached to the invoice/bill by the Supplier.

7.2. The payment period shall be 30 days and shall run from the date of delivery of the original VAT invoice to the Principal, provided that the approvals and other documents required by the Principal in the form required by the Principal are delivered together with the invoice. If this condition is not met, the payment period shall be calculated from the date of delivery of the last of the documents referred to in the previous sentence. The Supplier shall be obliged to send the VAT invoice by e-mail (e-mail address: faktury@midroc.pl). In any case, payment shall be made on the first working Wednesday during the invoice due period or immediately after the due period expiry. If the above results in an extension of the payment period, such extension shall not constitute recognition of that payment as late and shall not constitute grounds for charging interest for late payment within the meaning of the Civil Code. The day of payment shall be deemed to be the day on which the Principal's bank account is credited.

7.3. Each time the invoice is issued, it is based on the faultless acceptance report, the release note or the waybill signed by the Parties' representatives.

7.4. In the event that the delivery of goods/services does not comply with the order or the goods are found to be defective, the Principal shall withhold payment for the aforementioned goods/services until the complaint has been resolved by the Supplier.

8. CONFIDENTIALITY

8.1. All information arising directly from these General Terms and Conditions of Purchase, as well as information obtained by the Supplier in connection with the execution of the order, including in particular all organisational, commercial and technical information concerning the Principal and not made public, shall be regarded by the Parties as confidential information and as such shall not be disclosed to third parties. This obligation does not apply where the obligation to provide information arises from mandatory legal provisions.

8.2. In particular, the Supplier undertakes to treat as confidential information concerning trade volumes, prices applied, discounts, product specifications, logistical agreements, and technological data, under pain of the Principal withdrawing from the order for reasons attributable to the Supplier.

8.3. The Supplier represents that it shall not use confidential information for purposes other than for the execution of the order and that it shall ensure that this information is given due protection appropriate to its confidential nature. The confidentiality obligation shall remain in force after completion of the order and may only be revoked with the written consent of the Principal under pain of nullity.

9. LIABILITY< STATUTORY WARRANTY FOR DEFECTS AND WARRANTY

9.1. The goods should be fit for the purpose for which they are intended and should comply with the terms and conditions specified in the order, in particular in terms of quantity, quality and technical specifications.

9.2. The Principal shall inspect the quality and quantity of the goods delivered and accept or refuse them without undue delay. The Principal shall immediately notify the Supplier of the fact that the goods have not been accepted, indicating the reasons. The Supplier shall respond to the Principal's decision within 2 days from the date of notification of the refusal to accept the goods. Goods not accepted by the Principal shall, unless otherwise agreed between the Parties, be taken back by the Supplier within 7 days from the date of their acceptance refusal by the Principal, and replaced by products free of any defects. All associated costs shall be borne by the Supplier. The above provision shall not prejudice the claims of the Principal under the provisions of statutory warranty for defects.

9.3. For a notified complaint, the Supplier shall analyse the reasons for the non-compliance and implement effective corrective actions. The analysis, together with the results, should be provided to the Principal within 10 days of the complaint notification in writing (e.g. via an 8D report).

9.4. The Supplier shall provide the Principal with a warranty for the subject of the order for a period of 24 months, unless otherwise agreed by the Parties, counting from the date of handing over the subject of the order to the Customer. The Parties agree that the period of liability under statutory warranty shall be equal to the period of the warranty provided by the Supplier.

9.5. In the case of products with a defined shelf life, the Supplier guarantees that products delivered to the warehouse of the Customer have a shelf life of at least 9 months from the date of acceptance of delivery.

9.6. The Supplier shall be liable vis-à-vis the Principal for any defects in the goods or services it has supplied, even if the defect in the goods is discovered after the goods have been processed by the Principal. The Supplier shall be fully liable for damage caused to the Principal by persons engaged by the Supplier in the performance of the contract.

9.7. If a dispute over the quality of the raw material is not resolved by the Parties, the defective raw material shall be tested by an independent laboratory at the Supplier's expense.

9.8. The Supplier assumes responsibility for ensuring that the rights of third parties are not infringed by its services, its deliveries or by the use of goods and services purchased from it. In possible cases of infringement, the Supplier undertakes to present the Principal as a party without fault.

9.9. Unless otherwise agreed, acceptance of the goods shall take place on the days designated by the Customer, between 10 a.m. and 2 p.m.

9.10. All technical, construction and technological data, and plans and designs provided to the Supplier by the Principal for the execution of the order shall be used by the Supplier solely for that purpose and the Supplier

shall not be entitled to share, publish or transmit them to any other entity without the consent of the Principal. The Supplier shall be held fully liable for failure to comply with the above prohibition.

9.11. The Supplier shall be liable to the Principal for compliance of the delivered goods with the safety requirements specified by the Principal, all specifications and standards set out in the Principal's order, and shall guarantee that the goods are authorised for marketing in the territory of Poland and the European Union.

9.12. The Supplier warrants that the use of the goods supplied by it does not constitute an infringement of any patent, trademark, registered utility model, Polish or foreign symbol or other rights arising from industrial and intellectual property, and furthermore undertakes to make good any damage caused to the Principal as a result of infringement of these rights. The Supplier undertakes to respect all industrial and intellectual property rights of the Principal.

10. FINAL PROVISIONS

10.1. The Parties to the contract shall not be liable for any consequences resulting from "Force Majeure" events such as catastrophe, fire, flood, strike, epidemic, as well as other events which the respective Party could not have foreseen or prevented or overcome by acting with due diligence.

10.2. The Supplier confirms that it has familiarised itself with the Principal's Code of Ethics for Business Partners. The Code is available on the Principal's website at: <https://alucrom.pl/wp-content/uploads/2022/05/Code-of-Conduct-CoC-EN.pdf>

10.3. These General Terms and Conditions of Purchase form an integral part of the order placed with the Supplier by the Principal. In the event of contradictions or discrepancies, the contents of the order shall prevail.

10.4. Any amendments and supplements to the General Terms and Conditions of Purchase must be made in writing under pain of nullity.

10.5. All claims arising from the order may not be the subject of any legal transaction without the prior written consent of the Principal.

10.6. Any disputes which may arise between the parties to the contract in connection with the execution of the order shall be resolved amicably. Disputes not resolved amicably shall be settled by the court having jurisdiction over the registered office of the Principal.

10.7. Each Party undertakes to maintain confidentiality of all information relating to the execution of the order.

10.8. These General Terms and Conditions of Purchase, approved by the Management Board of Alucrom Sp. z o.o., form an integral part of the order.

10.9. Other terms and conditions not included in the GTCP shall be governed by the Civil Code.