

GENERAL TERMS AND CONDITIONS OF PURCHASE

Remark-Kayser Sp. z o. o.

These general terms and conditions of purchase (hereinafter referred to as "GTP") have been established in accordance with Article 384 of the Civil Code, apply to purchases made by **REMARK-KAYSER Spółka z ograniczoną odpowiedzialnością**, with its registered office in Batorowo at ul. Skośna 4 (hereinafter referred to as "R-K"), entered into the register of entrepreneurs under the KRS number 0000155552 (District Court Poznań - Nowe Miasto i Wilda, 8th Commercial Division of the National Court Register), share capital: PLN 2,000,000.00, Tax Identification Number (NIP): 7811095831, National Business Register Number (REGON): 630689063,

I GENERAL PROVISIONS

1. These GTP shall apply to all orders placed by R-K with its suppliers unless the Parties decide otherwise in a written form.
2. These GTP shall form an integral part of each such contract concluded by R-K with the Supplier.
3. These GTP shall be binding upon the Supplier even if there is no explicit reference to GTP in the placed Order.

II DEFINITIONS

The following terms used herein shall have the following meanings:

1. "GTP" shall mean these General Terms and Conditions of Purchase;
2. "R-K" shall mean **REMARK-KAYSER Spółka z ograniczoną odpowiedzialnością**, with its registered office in Batorowo at ul. Skośna 4 (hereinafter referred to as "R-K"), entered into the register of entrepreneurs under the KRS number 0000155552 (District Court Poznań - Nowe Miasto i Wilda, 8th Commercial Division of the National Court Register), share capital: PLN 2,000,000.00, Tax Identification Number (NIP): 7811095831, National Business Register Number (REGON): 630689063;
3. "Supplier" shall mean any entity selling or delivering goods, and/or services, and/or a task or works to R-K, in conformity with the Order placed by R-K ;
4. "Parties" shall mean R-K and/or Supplier, respectively;
5. "Contract" shall mean a delivery contract, sale contract, service contract or specific task contract, construction works contract or any other contract made between R-K and the Supplier; in particular mixed contracts for the above. A Contract shall not require a separate contract document, unless the Parties agree otherwise;
6. "Subject of the Contract" shall mean goods and/or services and/or a task, or works of different nature which the Supplier undertakes to provide or deliver;
7. "Order" shall mean a document from R-K, which specifies material terms of the Contract;
8. "Order Confirmation" shall mean a document from the Supplier, which accepts the Order terms and conditions, compliant with the Order;
9. "Price" shall mean the contractual price for the goods R-K buys and/or the remuneration for the services rendered for R-K;
10. "Business Day" shall mean any day other than a Saturday or a public holiday;
11. "Office Hour" shall mean any hour on a Business Day from 8:00 a.m. to 4:00 p.m.

III CONCLUSION OF CONTRACT

1. Only written Orders placed by R-K shall have a binding force. Any oral or telephone Orders shall require a written confirmation for their validity. The aforementioned also applies to any amendments to the terms of the Contracts concluded.
2. Each Order shall be forthwith confirmed by the Supplier to R-K. Order Confirmation shall include all material elements of the Contract.
3. If the Supplier fails to respond to the Order within 3 Business Days from its receipt, the Order shall be deemed confirmed by the Supplier on terms indicated therein.

4. R-K shall not be obliged to pay for the services and deliveries, and any other Subject of the Contract performed for R-K in case when the Contract has failed to be effectively concluded in writing, in conformity with the provisions above, even if such services or deliveries have been provided on the basis of declarations made by the employees or other persons representing R-K.
5. The Supplier shall be liable for informing R-K about all and any possible inconsistencies or contradictions included in the Order, in particular in reference to the applicable laws, standards, norms, good engineering practice, technology, ergonomics or other requirements, including the environmental requirements.

IV MANUFACTURING DOCUMENTATION

1. All and any manufacturing documentation, designs, models etc. provided to the Supplier for the purpose of their performing of the Subject of the Contract remain the property of R-K and are subject to the copyrights of R-K. The aforementioned documentation and any other items provided to the Supplier for the purpose of enabling them to perform the Contract shall be returned after having been used for the Contract execution, with no requirement of any additional call.
2. The Supplier shall be obliged, without charging any additional fees, to make all and any necessary for the contract plans, drawings and designs of any machines or devices to be produced or any services to be provided. Such documentation, by the virtue of the Contract concluded between the Parties, shall become the property of R-K and R-K shall have the right to use it, in particular to make repairs, replacements or to sub-contract such from third parties. R-K, with no additional copyrights fees, shall acquire proprietary copyrights to such documentation in the fields of operation, including the use of the documentation in the aforementioned scope, as well as dependent execution, and is entitled to introduce any alterations and modifications thereto, as well as to sub-contract such alterations and modifications from any third parties.
3. All and any manufacturing documentation, documents specified in subclause 1, tools and other items provided to the Supplier by R-K for the purpose of the Contract performance remain the property of R-K, also if they were further provided by the Supplier to its subcontractors. In accordance with these GTP all such documents and items are confidential. The Supplier is liable for their loss, damage, value impairment and any other damage, even if caused with no fault of the Supplier.
4. No manufacturing documentation, specified in subclause 1, tools, items, nor any other guidelines provided by R-K to the Supplier shall release the Supplier from its liability for the conformance with all and any commonly accepted technical standards and legal provisions applicable in Poland and the European Union, including the EU Directives. This shall also apply to the event, where the manufacturing documentation, specified in subclause 1, tools and any other items shall prove to be incomplete or with unsatisfactory level of details for the performance of the Subject of the Contract.
5. All and any documentation from the Supplier provided to R-K must be made in Polish or English, with the reservation that the documentation specified in subclause 2 shall be made in Polish, and only in exceptional cases, insofar as it follows from the documentation specifics, in another language.

V DELIVERY AND ACCEPTANCE OF GOODS

1. The provisions of the Contract shall be subject to Incoterms 2010, as per individual arrangements which the Parties stipulate in the Contract. In the absence of such arrangements, The Supplier shall sell goods based on – DAP Incoterms 2010.
2. The Supplier shall be obliged, upon a request of R-K made before the delivery date of the goods, to store the goods free of charge for a period not exceeding 3 months as of submission of such a request.
3. The Supplier shall be obliged to properly pack the goods before their storage and transport, accounting for the specifics of goods and the transport means used. The Supplier shall be liable for all and any damage caused due to improper packaging of goods and its improper preparation for the transport. The conditions of storage of the goods shall meet the recommendations of the manufacturer, and above all shall prevent the goods from damage or value impairment as compared to the value the goods would have had if they had been forthwith delivered to R-K in compliance with the Contract.

4. On a day preceding the day of goods' release for transport, the Supplier shall provide to R-K the information specifying the goods being the subject of the delivery (a packing list). Such a specification shall include the number of single packages, their sizes and weight.
5. After unloading the goods, R-K shall examine them for their quantity, conformity with the technical specifications defined in the Contract, and any possible visible defects. The examination shall also cover the enclosed technical documentation of goods. Once the goods' examination is completed, the goods' acceptance note or a bill of lading shall be signed, depending on the agreed by the Parties terms of delivery, specified in subclause 1. R-K shall maintain all its rights concerning the defects even if revealed only after the acceptance of the goods.
6. The risk of loss of or damage to the goods shall be transferred to R-K at the moment the goods are released, handed over to R-K in compliance with the agreed by the Parties terms of delivery, specified in subclause 1. If R-K collects the goods by its own means, i.e. following EXW, FCA terms, the risk specified in the preceding sentence is transferred at the moment the goods are loaded onto R-K vehicle. In any other case, the risk is transferred at the moment the goods are unloaded at the destination place.
7. Premature delivery of goods, without the prior consent of R-K, entitles R-K to send the goods back at the expense of the Supplier.

VI ACCEPTANCE OF SERVICES

1. The Supplier shall notify R-K of the delivery time for accepting the services completed for R-K, by e-mail or telephone, at least 72 hours before the planned acceptance.
2. The Parties shall confirm the acceptance procedure with a written acceptance certificate, which must specify that the services have been completed, and, if there are any reservations as to their quality or manner of performance by the Supplier, include all such reservations.
3. If any defects are found during the acceptance procedure, the Supplier shall remove them in the period jointly agreed by the Parties in the acceptance certificate, but not later than within 5 working days from the acceptance protocol date.
4. The acceptance of the services performed, confirmed with the acceptance certificate with no complaints, shall form grounds for R-K to pay a relevant invoice issued for the services.
5. R-K shall maintain all its rights to file complaints if defects of the services are found only after the acceptance certificate has been signed.

VII SUPPLIER'S LIABILITY FOR DEFECTS IN GOODS SOLD, SERVICES PERFORMED

1. Unless the Parties agree otherwise, the Supplier is liable for defects of goods sold and/or defects of any other Subject of the Contract under the statutory warranty ('rekojmia' in Polish).
2. The liability of the Supplier under the statutory warranty is independent from the liability under the warranty provided by the Supplier and/or manufacturer.
3. R-K shall be entitled to choose claim rights under the statutory warranty and/or the Supplier's/manufacturer's warranty.
4. Should there be fully justified claims under the statutory warranty and/or warranty with the Supplier, at the R-K's request, the Supplier shall repair or replace the defective goods or any other defective Subject of the Contract with a new one, free of defects. If the defective goods or any other defective Subject of the Contract constitutes 5% at the minimum of the total quantity of the supplied batch, the Supplier, at the request of R-K, shall replace the entire batch with a new one, free of defects.
5. If the goods or any other Subject of the Contract delivered by the Supplier is converted or processed in such a way it becomes a part of R-K product or service, and the defectiveness of such goods or any other Subject of the Contract delivered by the Supplier affects the R-K product or service that as a result 5% at the minimum of such product or service is affected by the defect, the Supplier shall replace the entire batch or batches used for the purposes of manufacturing of such R-K product or service with the new ones, free of defects.

VIII DELAY IN DELIVERY OF GOODS, DELAY IN PROVISION OF SERVICES, PARTIAL PERFORMANCE OF THE CONTRACT

1. In case of the Supplier's delay in the delivery of goods or provision of services, the Supplier shall pay R-K the stipulated contractual penalty in the amount corresponding to 0.5% of the price of the goods and/or service undelivered on time for each day of delay.
2. R-K may also withdraw from the Contract if the Supplier is in default with the delivery of goods or provision of services for more than 7 days. If R-K withdraws from the Contract, the Supplier shall not be released from the obligation to pay the stipulated contractual penalty.
3. In the event the damage exceeds the stipulated contractual penalty R-K may claim supplementary compensation.
4. Compensation for damage caused to R-K due to failure to perform or undue performance of the Contract shall include the actual damage as well as lost profits.
5. The Supplier is fully liable for the acts of its subcontractors or persons representing the Supplier.
6. Partial performance of the Contract by the Supplier is not deemed a due performance of the Contract and is unacceptable, unless the Parties agree otherwise in writing.

IX CONFIDENTIALITY

1. The Supplier shall maintain confidentiality of all information acquired from R-K while concluding and performing the Contract, unless such information is in public domain. The Supplier is liable for obliging its subcontractors to maintain confidentiality in a relevant scope.
2. The confidentiality obligation shall not cease once the Contract expires or is terminated.
3. Without R-K's consent, the Supplier may not mention in its announcements, advertisements or tender procedures that it executes orders for R-K.

X PROVISIONS ON PERSONAL DATA PROTECTION

1. Pursuant to Article 13 of the General Data Protection Regulation of 27 April 2016 ("GDPR"), on behalf of R-K acting as the Administrator, we hereby inform you that:
 - a. **REMARK-KAYSER SPÓŁKA Z O.O.**, with its registered office in Batorowo, National Business Register Number (REGON): 630689063, Tax Identification Number (NIP): 7811095831, entered into the National Court Register under the KRS number 0000155552 (District Court Poznań - Nowe Miasto i Wilda), telephone: +48 61 654 35 50, e-mail: office@r-k.com.pl, is the Administrator of the personal data of the Suppliers.
 - b. The personal data of the Suppliers shall be processed in order to:
 - i. carry out business negotiations and provide in this respect all necessary business information,
 - ii. conclude, perform and continue the Contract,
 - iii. carry out the legal obligations imposed on R-K as the Administrator (in particular: to issue and store invoices, proofs of sale and other accounting documents, as well as to process complaints),
 - iv. determine and pursue claims,
 - v. prepare lists, analysis and statistics (for internal purposes of the Administrator),
 - vi. verify creditworthiness,
 - vii. support customer service,
 - viii. carry out general business cooperation, pursuant to Article 6(1)(a), (b), (c), (d) and (f) of the General Data Protection Regulation of 27 April 2016.
 - c. R-K as the Administrator processes personal data under Article 6(1)(a) or (b) of the GDPR - processing is necessary for the performance of a Contract to which the data subject is party, or in order to take steps and negotiations at the request of the data subject prior to entering into a Contract.

- d. The Supplier's personal data may be provided to entities authorised to acquire personal data under provisions of law and, as far as necessary, to postal operators, couriers, transport companies, companies providing the Administrator with IT support services, Administrator 's business partners (insofar as necessary to perform the Contract and carry out negotiations aimed at entering into the Contract).
- e. The Supplier's personal data shall be stored for an adequate period being no longer than the periods stipulated in currently applicable laws for different areas of personal data processing. The said period shall be justified by the performance of the concluded Contract and the related rights and obligations.
- f. The Supplier has the right to request from the Administrator access to personal data and, in cases justified by the Contract made with R-K as the Administrator, rectification, or erasure of personal data or restriction of processing, to object to processing as well as, under the conditions provided for by law, the right to data portability.
- g. The Supplier has the right to lodge a complaint with a supervisory authority.
- h. The provision of personal data by the Supplier shall be a condition for concluding the Contract and shall be voluntary.
- i. The Supplier's data shall not be subject to automated decision-making (profiling).

2. Each provision by the Supplier of any personal data to R-K as the Administrator, in the absence of any other purpose of processing, shall imply authorisation for the Administrator to process such data, in particular for the purpose of replying to an inquiry, conducting business negotiations or entering into the Contract.
3. If the Supplier has access to the information resources of R-K as the Administrator, the Supplier shall be absolutely obliged to strictly protect the security of such information and the Supplier undertakes to strictly observe the Data Protection Policy applicable at R-K (contents available at) and to protect the information resources disclosed, in particular by reducing the number of duplicates, by limiting access thereto and to return or destroy any copies thereof upon the expiry of the Contract.
4. If R-K, as Administrator, entrusts the Supplier with the personal data processing, they shall sign a separate agreement document concerning the processing of personal data.
5. If the Supplier, in order to be able to perform the Contract, discloses to R-K personal data of its employees, subcontractors or other entities, the Supplier is obliged to have a consent for such a disclosure of their data to R-K as the recipient, and their consent for any further disclosure of their data to the Counterparties of R-K if this should prove necessary for the Contract performance.
6. If the Supplier should materially breach the information security or provisions of these GTP on personal data protection, R-K is entitled to withdraw from the Contract by the fault of the Supplier and demand that its possible losses be covered or that the contractual penalty be paid, if such claims have been reserved in the Contract.

XI PROTECTION OF PROPERTY AND COPYRIGHTS

1. All goods delivered or services provided by the Supplier to R-K must be free of any rights of third parties.
2. R-K shall acquire, free of charge, the exclusive proprietary copyrights in any plans, designs, studies or models made by the Supplier for R-K, in the fields of exploitation covering their intended use, and derivative performance, and R-K is authorised to introduce any alterations and modifications at its own discretion, or commission such alterations and modifications to third parties.

XII QUALITY AND STANDARDS

1. The Supplier is liable for conformance with the quality standards, technical specifications and safety norms applicable under domestic and European Union laws. The Supplier is liable for keeping R-K informed about any requirements applicable in the a.m. scope.
2. The Supplier is liable to permanently control the quality of the goods and services it delivers to R-K/provides to R-K and to inform R-K about any opportunities of increasing their quality.
3. The Parties shall agree on the scope of the necessary quality tests of the goods and services the Supplier delivers to R-K/provides to R-K , however, the Supplier shall be always obliged to carry out such tests in conformance with the currently applicable in the industry sector standards. The Supplier is also liable for observance of appropriate testing methods.
4. The Supplier shall provide R-K with the Quality Certificate of the goods ordered or any other Subject of the Contract on the delivery date at the latest. Such a certificate shall contain the information about the completed quality tests and their results.

XIII FORCE MAJEURE

1. Liability of the Parties for non-performance or improper performance of the Contract shall be excluded by force majeure events.
2. Force majeure events shall be external and sudden events beyond the Parties' control, which could not have been foreseen or prevented but which affect the performance of the Contract in such a way that they make it impossible to perform it in full or in part, over a certain period or indefinitely, and which may include in particular the circumstances listed in subclause 3.
3. By "force majeure" the Parties shall understand in particular the acts of terror, wars (whether or not declared), blockages, insurrections, riots, epidemics, landslides, earthquakes, floods, explosions and other occurrences fulfilling the conditions referred to in subclause 2. Force majeure events shall not include strikes of employees or shortage of staff at any of the Parties.
4. The Party affected by a force majeure event shall have the following obligations:
 - a. the Party affected shall notify the other Party of the emergence and cessation of force majeure event. The notifications, made by mail (including e-mail), courier or phone, shall be sent without undue delay but no later than 3 days after the force majeure emerged;
 - b. if a force majeure event is reported by phone, it shall be forthwith confirmed in writing, and the other Party must be provided with documentation which explains the nature and reason of the force majeure event in the scope possible to reach, within seven (7) days from the date of the written confirmation of the notification of force majeure event, under pain of losing the rights under this clause.
5. If the force majeure event does not cease within 14 days from the written notification sent to the other Party, the Parties shall meet to take actions aimed at avoiding further delay in performing the Contract or to agree on whether the Contract may be continued or must expire or be terminated.

XIV PRICE

1. The Prices agreed in the Contract are stable net prices. Any Price changes must be approved by R-K in writing. It is the obligation of the Supplier to obtain such an approval.
2. All and any costs such as customs duties, taxes and fees, except for VAT, are charged upon the Supplier, unless the Contract expressly stipulates that the delivery terms shall be INCOTERMS other than DAP.

XV JURISDICTION, GOVERNING LAW, LANGUAGE

1. Any disputes shall be resolved by the court competent for the registered office of R-K.
2. The Contract shall only be governed by the laws of Poland.
3. In its activities, R-K applies the CODE OF ETHICAL AND SOCIAL STANDARDS, which forms a separate document. The Supplier shall comply with the provisions of that Code and ensure that its subcontractors and suppliers also comply therewith.

4. These GTP and any documents relating to the conclusion and performance of the Contract are made in Polish and/or English. In the event of discrepancy between the Polish and English texts, the Polish version shall prevail.

XVI FINAL PROVISIONS

1. In the event any of the provisions of these GTP proves to be invalid or ineffective, this shall be without prejudice to the validity and effectiveness of other provisions hereof. In such case, the Parties shall adopt such provisions which effectively reflect the original intentions of the Parties.
2. The Supplier is obliged to have a civil liability insurance, covering liability based on both the contract and tort, with respect to the Supplier's business activity - with the insurance amount being equivalent to at least the value of the Contract concluded by R-K and the Supplier, however not lower than 1,000,000.00 PLN. The Supplier shall present a copy of a relevant insurance policy to R-K.
3. The provisions of these GTP are available at R-K's website (www.r-k.com.pl/documents) and may be amended by R-K at any time.
4. These GTP shall enter into force on 1st of July 2019.

Management Board of REMARK-KAYSER Spółka z o. o.

Remarkable
v.1-12/06/2019
Technologies
Remark-Kayser Sp. z o.o.