

GENERAL TERMS AND CONDITIONS OF PURCHASE – MODERN METAL Sp. z o.o.

§1 DEFINITIONS

The terms used in these General Terms and Conditions of Purchase, if written with a capital letter, shall have the following meanings:

1.1 MM – MODERN METAL Sp. z o. o. with its registered office in Opole, ul. Firmowa 3A, 45-594 Opole, entered in the Entrepreneurs Register kept by the District Court in Opole, VIII Commercial Division of the Polish National Court Register under KRS number: 0000569983, Tax Reference Number NIP: 7543096539, National Official Business Register REGON: 36181751, with share capital amounting to PLN 740,000.00;

1.2 GTCP – these General Terms and Conditions of Purchase applied by MM;

1.3 Contract – means a written contract concerning the supply of Products concluded by MM and the Supplier;

1.4 Product – raw material, goods, product or service purchased on the basis of the Contract or Purchase Order;

1.5 Supplier – a natural person, legal person, organisational unit without legal personality, to which the generally applicable laws grant legal capacity, conducting business or professional activity on their own behalf, not being a consumer within the meaning of Article 22¹ of the Act of 23 April 1964 Civil Code, transferring the ownership of the Product or providing a service to MM;

1.6 Party – means MM or the Supplier;

1.7 Parties – means both Parties at the same time;

1.8 Order – an order for Products placed by MM with the Supplier;

1.9 Technical Specification – a document setting out the technical requirements to be met by the Product.

§2 GENERAL PROVISIONS

2.1 The GTCP constitute an integral part of all Orders or Agreements concerning deliveries of MM Products by the Supplier.

2.2 In the absence of other provisions in the Contract or Purchase Order, the Parties hereby accept as binding the making of agreements aimed at the execution of the Contract or Purchase Order in writing or by e-mail.

2.3 The GTCP shall apply unless expressly provided otherwise in the Purchase Order or Contract.

2.4 Provisions contrary to or different from those indicated in the GTCP, in particular those contained in the Supplier's terms of sale or delivery, are only binding on MM if MM expressly confirmed it.

2.5 In the event of a discrepancy between the provisions of the GTCP and the provisions of MM's Order or the provisions of the Contract, the prevailing shall be the provisions of the Contract, then the Order, then the GTCP.

2.6 The Supplier's commencement of performance of MM's Order is tantamount to the acceptance of the content of the Contract or Purchase Order and the GTCP.

§3 CONCLUSION OF THE CONTRACT

3.1 The Parties conclude a contract as a result of:

3.1.1 Submission of the Purchase Order by MM and its immediate confirmation in writing/e-mail or tacit acceptance by the Supplier if the Parties are in permanent business relations or through its actual execution, at least in part. The Parties agree that the Order constitutes an independent offer by MM and defines comprehensively the terms of the agreement between the Parties, excluding any previous arrangements made by

the Parties. The Order may be accepted by the Supplier only without any amendments or reservations. If the Supplier has any objections to the terms of the Order, the Supplier shall expressly refuse the Order and present its comments. If they are accepted, they will be included in a new MM Order;

3.1.2 Conclusion of the Contract.

3.2 The Supplier shall be entitled to subcontract the works within the production process and the transport of Products. The Supplier shall be liable for the acts and omissions of the entities with whose help it performs the obligation or to whom it entrusts this obligation as for its own act or omission.

§4 PRICE AND TERMS OF PAYMENT

4.1 The price specified in the Purchase Order or the Contract shall be a fixed lump sum, unless otherwise stipulated, the prices under the Contract or the Purchase Order shall be net prices and shall be increased by the VAT rate currently in force as at the date of issue of the invoice. The price includes in particular:

4.1.1 Remuneration under the specific Contract or Order;

4.1.2 Packaging, labelling costs;

4.1.3 All tax obligations and other charges related to the Product, excluding tax obligations imposed on MM under generally applicable law;

4.1.4 Transport costs.

§5 DELIVERY TERMS AND CONDITIONS

5.1 Delivery of the Goods shall be made to the destination indicated in the Purchase Order or the Contract according to the DDP rule in accordance with Incoterms 2010.

5.2 The Supplier is obliged to inform MM immediately of any delays in delivery or likely threats to meet the contractual delivery deadline.

5.3 The Supplier shall pack the Products according to MM's instructions or, if there were no such instructions, according to the characteristics of the Product in a way that ensures its integrity during transport.

5.4 Acceptance of the Product and payment of the sales price does not constitute confirmation as to the quality and quantity of the delivered Product and its compliance with the Order or the Contract. MM is obliged to inform the Supplier of any non-conformity of the delivered Product with the Order or the Contract immediately after such non-conformity is discovered.

5.5 The Supplier is obliged to execute the Order in accordance with quantity, value and deadline indicated by MM in the Order.

5.6 Lack of the Supplier's reply within 3 days from placing the order by MM shall be deemed as the Supplier's consent.

5.7 If the Supplier does not execute the order in the quantity and within the time limit indicated by MM, the Supplier shall be obliged to cover all costs that MM has incurred due to untimely fulfilment of the order.

5.8 MM shall transfer to the Supplier the amount of the additional costs incurred by MM, by which the Supplier shall reduce the VAT invoice.

§6 ASSURANCES

6.1 The Supplier warrants that the delivered Products are free from any physical and legal defects and comply with the Technical Specifications and other documents provided by MM in connection with the Contract or Purchase Order, as well as – if provided by the Supplier – the samples on the basis of which MM placed the Purchase Order or concluded the Contract. The Supplier warrants that the Products have been manufactured according to the highest quality standards as well as in compliance with applicable legal requirements and technical knowledge.

§7 GUARANTEE AND WARRANTY

7.1 The Supplier may provide MM with a guarantee on the terms specified in the Contract or Purchase Order or in the attached guarantee documentation.

7.2 The provisions of the guarantee, if any, do not limit MM's rights under the general regulations, including those concerning statutory warranty, subject to the provisions set out below:

7.3 If MM identifies a defect, including a physical defect (in particular, the non-conformity of the Product with the Order or the Contract) or a legal defect, it is presumed that the defect or its cause is due to the Supplier's actions;

7.4 If a defect is found in accordance with clause 7.3 above, the Supplier shall have the burden of proving that the defect was not due to the Supplier's fault, at its expense.

7.5 If MM submits a complaint, the Supplier shall:

7.5.1 Consider the complaint and notify the Manufacturer of the manner of its consideration as soon as possible, but no later than within 14 (fourteen) days of receipt of the complaint.

7.5.2 Deliver within the same period the post-complaint documentation indicated by MM in the complaint.

7.6 If the Products are found to have a defect, MM has the right to decide – at its own choice – about one of the following:

7.6.1.1 Reduction of the price of the Products by the amount agreed with the Supplier (the reduction will be made by issuing a correction to the invoice); or

7.6.2 Replacing the Products with new ones free from defects within the time limit agreed with the Supplier; or

7.6.3 Remedying a defect in the Products; or

7.6.4 Withdrawal from the Contract.

7.6.5 If a defect in the Product is found, irrespective of exercising the rights under the guarantee or warranty, the Supplier shall be responsible for repairing the damage under general rules in the full amount incurred by MM as a result of a defect in the Products, including in particular:

7.6.5.1 All costs arising from having to collect the defective Products and send new or repaired Products to MM's customers or contractors;

7.6.5.2 All costs incurred as a result of the use of the defective Product in the production process, including contractual penalties, costs resulting from complaints, costs of manufacturing new products for the clients or contractors of the Manufacturer.

§8 SAMPLE

8.1 MM reserves the right to request that the Supplier produce and deliver, without additional remuneration, within the price specified in the Order or Contract, a sample of the Product manufactured by the Supplier as part of the same production cycle and with the same specifications as the batch of Product ordered (hereinafter "Control Sample"). For larger orders delivered in batches, the Supplier reserves the right to request a Control Sample for each batch of Product. The Control Sample shall be adequately packaged and protected by the Supplier in order to preserve the characteristics of the Product and to limit the possibility of uncontrolled interference with such sample by the parties or third parties. In the event of a dispute between the Parties as to the defects in the Product or their causes, MM will be entitled to submit the sample for examination to an independent laboratory in order to clearly determine the Supplier's liability for the defect in the Product. If the Supplier's liability for the Product defect is established, the Supplier shall reimburse MM for the full cost of testing the Control Sample.

§9 MM-BRANDED PRODUCTS

9.1 This part of the GTCP applies only to the production of Products under the MM brand by the Supplier who is the manufacturer.

9.2 MM declares that it holds full property rights to the name, symbols, logos, trademarks, labels, trade names and other elements of intellectual property and, to this extent, authorises the Supplier to use them solely for the purpose of performance of the Contract.

9.3 The Parties agree that the Technical Specifications and other documents shall be made available free of charge if nothing else follows from the Contract or Purchase Order. The information shall be made available at the Supplier's every request, in Polish or English, within the time limit agreed by the Parties.

9.4 The Supplier is fully responsible for the compliance of the Products with the presented Technical Specifications and submitted documents as well as for the marking of the Products – if such obligation results from the Contract or Purchase Order – in accordance with the label patterns agreed with MM.

9.5 The Supplier is obliged to label the Product in accordance with MM's guidelines. The Supplier has no right to interfere with the content or form of the labels.

9.6 Products manufactured under MM's brand name will be delivered exclusively to MM.

9.7 In the case of a suspected manufacturing defect in the Product, the Supplier is obliged to cooperate with MM to clarify the causes, rectify the nonconformity and implement the recommended corrective actions, determine the scope and amount of damage suffered, as well as the entity responsible for its repair.

§10 FEE

10.1 Notwithstanding the rights under guarantee or warranty, in the case of withdrawal from the Order due to fault of the

Supplier, MM shall be entitled to charge a fee in the amount of 0.5% of the value of the Order, which does not exclude MM's claim for repair of the damage as per general regulations.

§11 CONFIDENTIALITY

11.1 The Supplier undertakes to keep confidential all information and documents received from MM in connection with performance of the Agreement or the Order. All such documents and information shall be deemed a corporate secret within the meaning of the provision of Article 11 of the Act of 16 April 1993 on Combating Unfair Competition.

11.2 The Parties consider confidential information to be in particular quantity, type, information on own formulas/technologies, composition, structure, method of manufacture of the ordered Products, documents confirming specific properties or allowing the Product to be placed on the market, including in particular product data sheets, certificates, declarations of conformity, attestations, certificates of approval, safety data sheets, commercial terms and conditions.

§12 In case of disclosure or unauthorised use of information and documents, which are deemed to be a secret of MM's enterprise, the Supplier shall be obliged to pay a compensation fee in the amount of PLN 300,000.00 (three hundred thousand PLN 00/100) for each case of violation. In the case of damage exceeding the amount of the contractual penalty, Modern Metal may seek additional compensation, under the general rules laid down in the Civil Code.

§13 PERSONAL DATA

13.1 The administrator of the personal data is MODERN METAL Sp. z o. o. with its seat in Opole, ul. Firmowa 3A, 45-594 Opole, tel. 77 455 70 70, e-mail: info@modernmetal.eu. The data will be processed in order to perform the Contract, settle it and, if such a need occur,

vindicate and investigate claims. The processing is necessary for the performance of the Contract (Article 6(1)(b) of the Regulation on the Protection of Personal Data) as well as for the possible vindication and investigation of claims, which constitutes a legitimate interest of the controller (Article 6(1)(f) of the Regulation on the protection of personal data). Additionally, the data will be processed for marketing purposes, i.e. sending information by MM about new products, industry events and MM's promotional activities. The legal basis for data processing for the purpose of sending this information will be the legitimate interest of MM, i.e. direct marketing. Providing the data is a condition for the implementation of the Contract, and failure to provide the data will make it impossible to conclude the Contract. The Supplier may additionally consent in the Agreement or Purchase Order to be sent commercial information by e-mail. The data will be processed for the duration of the Contract, and after its termination until the statute of limitations for potential claims. In the case of consent to be sent commercial information by e-mail, the data will be processed until the consent is withdrawn. MM may engage external service providers (e.g. accounting, distribution, IT support providers) to process personal data on its behalf. Each person has the right to request access to their personal data, rectification, erasure, restriction of processing and transferring. Each person has the right to object to the processing of their personal data, including for marketing purposes, to lodge a complaint with the President of the Office for Personal Data Protection and to withdraw their consent at any time, without affecting the legality of the processing performed on the basis of the consent granted prior to its withdrawal.

§14 FINAL PROVISIONS

14.1 MM indicates the following data to enable contact with the Supplier:

14.1.1 Written form: to the address of MM's registered office;

14.1.2 Via e-mail: biuro@modernmetal.eu

14.2 When placing an Order or concluding a Contract with MM for the first time, the Supplier undertakes to provide its registered office address or other address for correspondence as well as an e-mail address, which will be used for further contact between the Parties.

14.3 In the case of changes in the contact data specified in items 14.1 and 14.2, the Parties undertake to provide updated data within 7 days; if they fail to do so, the contact made to the data presented so far shall be deemed effective.

14.4 Invalidity, in whole or in part, of any provision of the Purchase Order, the Contract or the GTCP shall not affect the validity of the remaining provisions thereof.

14.5 The Supplier is not entitled to assign any rights and obligations under the Purchase Order or the Agreement without the prior written consent of MM.

14.6 Polish substantive and procedural law shall be applicable to the Order and to the Agreement.

14.7 All disputes arising in connection with the Order or the Agreement shall be reviewed by the court having jurisdiction over MM's registered office.

14.8 If the GTCP are used in a language other than Polish, in case of any discrepancies the Polish language version shall prevail.

14.9 The United Nations Convention on Contracts for the International Sale of Goods done at Vienna on 11 April 1980 does not apply to the Contract (Journal of Laws of 1997, No. 45, item 286 as amended).

§ 15 VALIDITY AND AMENDMENTS TO THE GTCP

15.1 The GTCP are valid as of the 14th day after their publication on the www.modernmetal.eu website.

15.2 The version of the GTCP valid at the time of conclusion of each Contract or Purchase Order shall apply to such Contract or Purchase Order.

15.3 MM has the right to amend the GTCP by placing their new content on the website: www.modernmetal.eu.