

GENERAL TERMS AND CONDITIONS OF PURCHASE OF BURY GROUP

§ 1 General provisions

1. The subject of these General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") is to define the terms and conditions of purchase of goods and services (hereinafter referred to as "Goods") made by the companies of BURY Group which are respectively:
 - a. BURY Sp. z o.o. with its registered office in Mielec, 4 Wojska Polskiego street, 39-300 Mielec in case of purchase based on an order of BURY sp. z o.o. with its registered office in Mielec;
 - b. Research & Development Center BURY sp. z .o.o. with its registered office in Mielec, 4 Wojska Polskiego street, 39-300 Mielec in case of purchase based on an order of Research & Development Center BURY sp. z .o.o. with its registered office in Mielec;
 - c. BURY GmbH & Co KG with its registered office in Löhne, Germany, 1-7 Robert-Koch-Straße street, 32584 Löhne in case of purchase based on an order of BURY GmbH & Co KG's with its registered office in Germany;
 - d. BURY-Tlaxcala S.r.l. with its registered office in Avenida Virgen de la Caridad No. 104, CP. 90500 | Ciudad Industrial Xicotencatl II Huamantla, Tlaxcala in Mexico in case of purchase based on an order of BURY-Tlaxcala S.r.l.' s. with its registered office in Mexico;

leading up with ensuring a correct and timely purchase of Goods of a proper quality from other entities (hereinafter referred to as the "Supplier").

BURY sp. z o.o., Research & Development Center BURY sp. z o.o., BURY GmbH & Co. KG and BURY-Tlaxcala S.r.l. are hereinafter referred to as the "Purchaser".

The Supplier agrees to the priority of the application of these GTCP over general terms of contracts, model contracts, regulations or other documents applicable at the Supplier.

Any deviation from the application of the GTCP by the Supplier shall be permitted only on the basis of the prior written consent of the Purchaser. A deviation by the Purchaser from the application of specific provisions of the GTCP in exceptional cases shall be binding solely in relation to a specific order and may not be treated by the Supplier as applicable to the implementation of other orders placed by the Purchaser.

2. These GTCP are publicly available on the Purchaser's website https://www.bury.com/documents/Suppliers/General_terms_of_purchase_EN.pdf, of which the Supplier is informed before the conclusion of the Agreement. When entering into the Agreement the Supplier or a person acting on its behalf confirms that GTCP were made available to the Supplier before the conclusion hereof, the Supplier knows the content of the GTCP, fully accepts GTCP in their entirety as an integral part of the Agreement with the Purchaser and is bound by it.

§ 2 Orders

1. Goods shall be delivered on the basis of orders placed by the Purchaser or persons authorised by the Purchaser in writing, by fax or electronic mail or in other electronic form previously agreed and approved by the Purchaser.
2. The Supplier undertakes to confirm the terms of the order to be implemented in writing, by fax or electronic mail or other electronic form agreed and approved by the Purchaser within 7 calendar days from the date of receipt of the order between 8:00 and 16:00 of Purchaser's local time. The absence of a written confirmation of order acceptance within the abovementioned period shall be deemed as a silent acceptance of the order on the terms specified in the order unless the Supplier rejects the order within the abovementioned period by making an appropriate written statement to the Purchaser.
3. If the confirmation of the order acceptance by the Supplier contains any changes, additions or objections in relation to the order placed by the Purchaser, such confirmation shall be deemed a new offer which shall require an express written acceptance by the Purchaser.
4. Any reference made by Purchaser (e.g. in purchase order or Agreement) to Supplier's quote or other prior communication does not imply acceptance of any term, condition or instruction therein, but is solely to incorporate the description or specifications of the Goods to be supplied to Purchaser, and only then to the extent that such description or specifications are not in conflict with the description or specifications provided in the purchase order.

5. The Supplier shall always check if technical parameters specified by the Purchaser in the order and other potential requirements allow a proper implementation of the delivery of goods ordered by the Purchaser. At the stage of the development of the product being the subject of the order the Supplier shall immediately report its potential comments. Unless the Agreement provides otherwise, all orders shall be implemented by the Supplier subject to approval according to VDA 2 or AIAG's Production Part Approval Process (PPAP).
6. The Supplier shall include the following information on an invoice and a delivery note:

The scope of a properly issued VAT invoice shall include:

- a. number of the Purchaser's order;
- b. number of the Supplier's invoice;
- c. full name and address of the Purchaser and the Supplier;
- d. quantity and name of quantity's unit
- e. unit price and total amount due;
- f. country of goods' origin;
- g. currency;
- h. tax rate and the amount of tax;
- i. name and surname the person authorised to issue a VAT invoice;
- j. form of payment
- k. terms of delivery (indication of relevant INCOTERMS including place of risk transfer)

The scope of a properly issued delivery note shall include:

- a. number of the Purchaser's order;
- b. full name and address of the Purchaser and the Supplier;
- c. quantity;
- d. country of goods' origin;
- e. terms of delivery (indication of relevant INCOTERMS including place of risk transfer);
- f. specification of goods sent;
- g. details of the packaging;
- h. weight;
- i. place of acceptance, if specified in the order;
- j. and necessary seals of approval, certificates and warranty cards.

7. Persons acting on behalf of the Supplier shall prove the authorisation to act on behalf of the Supplier. The Purchaser shall be authorised to check whether persons acting on behalf of the Supplier are authorised to do so. The commencement by the Supplier of the implementation of the Purchaser's order shall be deemed as the acceptance of the order on the terms specified therein and of the provisions contained in these GTCP.
8. The Purchaser shall be entitled to change the order in terms of the quantity, quality and the date of delivery of goods and services.
9. All oral and telephone arrangements shall be confirmed in writing by the Purchaser.

§ 3 Order implementation dates

1. Order implementation dates shall be the dates specified in the order and they shall mean the date of a delivery of goods to the delivery place specified in the order, save that the Purchaser reserves the right to buffer ordered materials in the Supplier's warehouse and to have them delivered by the Supplier after the Purchaser first requests the material.
2. If the order implementation date is at risk of not being met by the Supplier, the Supplier shall immediately notify the Purchaser in writing about the expected period of delay and its reasons. The absence of the abovementioned information or a delivery of the information implying that the delivery cannot be implemented on time may constitute the basis for a cancellation of the order by the Purchaser.
3. The Purchaser reserves the right to cancel in whole or in part an order that was not implemented on the date specified in the order with no obligation to pay any damages. Simultaneously, the Purchaser reserves the right to claim damages from the Supplier for improper performance of the order on the general principles set out in the Civil Code and reimbursement of costs incurred due to substitute implementation of the order.
4. A partial implementation of the order or implementation of the order in batches shall be allowed solely after obtaining the prior written consent of the Purchaser to such implementation.

§ 4 Terms of Delivery

1. Goods ordered by the Purchaser shall be delivered by the Supplier to the place specified in the order. The Purchaser shall have the right to refuse to accept a delivery of goods in the absence of a delivery document issued by the Supplier containing the data in accordance with § 2 clause 6.

2. The Supplier shall be fully liable for all damage resulting from each delay, loss or damage caused by incorrect labelling, packaging or identification of the shipment.
3. A delivery of ordered goods shall be deemed implemented in accordance with the terms of delivery and the transfer of risk of accidental loss or damage to goods from the Supplier to the Purchaser at the time of a documented acceptance of the subject of the delivery without qualifications by the Purchaser in the place agreed by the Parties.
4. Deliveries of goods shall be implemented in accordance with Incoterms 2020 determined by the Purchaser and the Supplier.
5. The Purchaser shall be entitled to return to the Supplier at its cost and risk each shipment delivered before the delivery date or to charge to the Supplier relevant storage costs. The risk of a damage or loss shall be borne by the Supplier.
6. All deliveries in quantities or quality other than those specified in the order shall be previously confirmed in writing between the Supplier and the Purchaser - The above shall apply in particular to partial deliveries not agreed in the Agreement. In such a case the Purchaser shall be entitled to refuse to accept them, unless the Supplier obtains the prior written consent of the Purchaser to implement such partial deliveries.
7. The Purchaser reserves the right to request from the Supplier contractual penalties in the case of:
 - a. a delay in the delivery — the Purchaser shall be entitled to demand from the Supplier a contractual penalty of 1% of the value of the order for each started day of the delay,
 - b. withdrawal by the Supplier from the implementation of the order placed by the Purchaser due to the circumstances beyond the control of the Purchaser or withdrawal by the Purchaser from the implementation of the order due to the circumstances under the control of the Supplier — the Purchaser shall be entitled to demand from the Supplier a contractual penalty of 100% of the value of the subject of the order and all additional costs resulting from corrective actions of the Purchaser and penalties imposed on the Purchaser by its final customers (due to the failure to implement or a delay in the implementation of orders by the Purchaser),
 - c. delay in the removal of defects identified during the acceptance of the subject of the order or revealed during the period of a guarantee or commercial warranty — 5% of the value of the subject of the order for each day of the delay.
8. A demand for contractual penalties referred to in point 7 shall not preclude the Purchaser from claiming a reimbursement of all costs that arose as a result of the Supplier's delay in connection with the implementation of the subject of the order.
9. In the event of a delay in the implementation of the order or non-fulfilment by the Supplier of the obligation specified in § 3 point 2 of the GTCP, the Purchaser may — without waiving the rights to charge a contractual penalty and supplementary damages — exercise one or more of the following rights:
 - a. demand the implementation of the order in whole or in part;
 - b. make a purchase at another supplier, at the cost and risk of the Supplier;
 - c. withdraw from the order due to the fault of the Supplier without setting an additional deadline, upon a written notice to the Supplier.
10. The Purchaser shall have the right to return a part of the goods delivered that are not accepted by the Purchaser at the delivery or thereafter, if the delivery of goods:
 - a. was implemented with the quality other than the quality agreed with the Supplier (PPM values above the assumed level — agreed individually for each assortment/supplier) or does not conform to the specifications of the product in question.
 - b. was not delivered on the date specified in the order or other date agreed in writing by the Parties,
 - c. was not ordered.
11. In the cases referred to in point 10 the Purchaser may refuse to accept goods and notify the same to the Supplier. The Supplier shall replace goods returned in order to ensure the compliance with the agreed order in a timely manner only after obtaining the prior written consent of the Purchaser.
12. Costs of transport of returned goods and costs of another shipment of goods in order to replace them shall be borne by the Supplier, unless the Parties agree otherwise in writing.
13. The Purchaser shall have the right, at each stage of the implementation of the subject of the order, to inspect its implementation and the production process. The Purchaser shall notify the Supplier of a planned inspection at least 3 days before performing the inspection, via electronic mail.
14. The Purchaser shall have the right, at each stage of the implementation of the subject of the order, to inspect its implementation and to have the quality of delivered goods checked by authorised third parties. If defects of delivered goods are revealed, costs of the inspection performed by the Purchaser or third parties acting on behalf of the Purchaser shall be fully borne by the Supplier.
15. At each stage of the implementation of the subject of the order the Purchaser shall have the right to check the level of the order implementation by the Supplier.
16. The Supplier guarantees that the labelling and packaging of all products delivered complies with applicable laws and regulations of the agreed place of destination, including the requirements concerning the identification of

delivered products in a products' prominent place. The Supplier shall be liable for the compliance of products and packaging with environmental protection standards and for all consequential damage caused by a violation of statutory obligations related to disposal of waste. At a request of the Purchaser, the Supplier shall issue a certificate of product compliance with all environmental standards.

17. The Supplier shall place on each product delivered the relevant product information, including the information on the product use-by date.
18. The supplier of chemical products is obliged to present valid safety data sheet in Polish (unless agreed otherwise in writing).
19. The supplier of machinery and equipment is obliged to provide technical documentation for the machine/ device in Polish (unless agreed otherwise in writing) and the CE declaration of conformity.
20. The use-by date for supplied products may not be shorter than 80% of the total period ending on the use-by date assumed for a particular type of the product, counted from the date of its manufacture.
21. The Supplier guarantees transport compliant with the requirements of the Purchaser and the specification of the goods and their packaging.
22. If the Supplier confirms the readiness to implement the demand for specific products on a particular date and in the quantity specified by the Purchaser, the Supplier shall implement Purchaser's orders at the level specified in the confirmation of the readiness to implement the Purchaser's demand.
23. If the Purchaser recognises or the Supplier declares that the Supplier will not be able to provide the demand for products notified by the Purchaser referred to in point 22, the Purchaser shall be entitled to demand a contractual penalty in the amount covering the costs arising from the stoppage of Purchaser's production lines, costs of Purchaser's overtime, costs of additional and accelerated transports, costs of penalties imposed by Purchaser's counterparties. The right to demand a payment of a contractual penalty shall not exclude the possibility of the Purchaser to order substitute performance at the cost and risk of the Supplier.
24. By responding to the Purchaser's request for proposals the Supplier confirms its production capacity. In the case of a request for proposals concerning annual quantities, the Supplier shall also verify average daily, weekly and monthly quantities and by submitting a proposal it simultaneously undertakes to implement orders in accordance with the assumed daily, weekly, monthly and annual quantities resulting from the request for proposal.
25. The Supplier guarantees a delivery of products in such a way that life cycle support for a project of the Purchaser's client is ensured for 15 years following the agreed end of series production. This shall apply both to ordered products, spare parts for those products and the service — technical support.
26. In the case of the End of Life (EOL) of the product, the Supplier shall propose an alternative solution in accordance with the Agreement concluded with the Purchaser.
However the Supplier shall ensure that product manufacturer provides product termination notifications (PTN) in good time and offers a last-time buy (LTB) option which is minimum 12 months period for the last order after the PTN is issued and at least another 6 months for delivery after the order period has ended (total at least 18 months after PTN is issued). In general, for electronic and electrical products JEDEC standards J-STD-048 (Product Discontinuance) and J-STD-046 (Customer Notification of Product/Process Changes) shall be complied with.
27. The Supplier is obligate to become acquainted with the content of the Supplier Quality Manual made available to the Supplier in writing or electronically, including on the Purchaser's website https://www.bury.com/documents/Suppliers/BURY_Supplier_Quality_Manual.pdf and undertakes to comply with its provisions.

§ 5 Price and payment terms

1. The price for goods agreed between the Parties shall also include costs of delivery to the place specified by the Purchaser, documentation and goods' packaging, unless Incoterms 2020 agreed provide otherwise.
2. In the case of determining prices in a foreign currency, prices will be converted into the currency of the Purchaser country based on the official average exchange rate for that currency as announced by the national/central bank on the day of issuing the invoice. The Supplier is obliged to include on the invoice the currency exchange rate and the table number of exchange rates, which are the basis for calculating the price.
3. The agreed payment date shall be counted from the date of a receipt by the Purchaser of a properly issued VAT invoice together with a set of required documents. The Supplier shall be entitled to issue an invoice not earlier than on the date of the implementation of the delivery of goods. The above principles shall apply if a delivery is accepted before the agreed delivery date, save that the payment date shall be counted in such a case not earlier than from the date of delivery resulting from the order.
A properly issued VAT invoice shall include in its scope the information in accordance with § 2 clause 6. If the Purchaser is delivered an incomplete VAT invoice or a VAT invoice containing errors, the Purchaser shall be entitled to send back such an invoice to the Supplier to be supplemented or corrected. The basis for making a payment by the Purchaser shall be a complete invoice, containing the information specified in § 2 clause 6.
4. If not agreed otherwise in writing, the payment date of the amounts due resulting from an invoice issued by the Supplier for the implementation of the delivery shall 90 days from the date of its receipt by the Purchaser.

5. Payments shall be made by a transfer to the Supplier's bank account designated in the invoice. The date of payment shall be the date when the Purchaser's bank account was debited.
6. The Supplier shall not be entitled without the prior written consent of the Purchaser to transfer claims payable to the Supplier by the Purchaser.

§ 6 Spare parts

1. The Supplier shall ensure upon Purchaser's request a supply of materials and components necessary for the fulfilment of service obligations and obligations concerning spare parts in the period of 15 years after the date of completion by the Purchaser of purchases concerning the given material and/or component. The Supplier undertakes to ensure the satisfaction of the above conditions also from its suppliers/subcontractors.
2. The Supplier undertakes to deliver the materials and components referred to in §6 clause 1 at the prices applicable at the delivery of materials for the serial production.

§ 7 Liability

1. If generally applicable legal provisions do not provide more favorable conditions for the Purchaser, in case of not agreed otherwise in writing between the Supplier and the Purchaser, the liability of the Supplier under a commercial warranty for defects of goods delivered shall expire after 2 (two) years from the date of delivery of goods to the Purchaser.
2. Regardless of the rights granted under §7 point 1, the Supplier grants to the Purchaser at least a 36-month quality guarantee for products delivered by the Supplier. Detailed conditions and period of the guarantee for individual products shall be set out in a guarantee agreement or document.
3. The Supplier warrants that products delivered by the Supplier comply with all standards, requirements and laws.
4. All defects of goods identified by the Purchaser shall be notified to the Supplier within 1 month from the delivery date and in the case of hidden defects — within 1 month from a discovery thereof.
5. The Supplier is obliged to pay EUR 50 as a handling fee for each reported complaint for each reminder.
6. If goods delivered have defects, the Purchaser shall have the right to demand at its own discretion a removal of defects or a delivery of defect-free goods within the period set by the Purchaser no longer than 10 days. In urgent cases the Purchaser shall be entitled — without setting for the Supplier a deadline for removing defects/delivering defect-free goods — to remove defects or have them removed by a third party or to purchase substitute goods for defective goods — at the cost of the Supplier on each occasion.
7. If defects are not removed/defect-free goods are not delivered on the dates specified by the Purchaser, the Purchaser shall be entitled at its discretion to demand an appropriate price reduction or at the cost of the Supplier to independently remove defects of goods or have them removed by a third party or to withdraw from the Agreement in whole or in part.
8. In each case of the occurrence of defects the Purchaser reserves the right to demand from the Supplier to redress the damage incurred in connection with a defective performance of the Agreement by the Supplier.
9. All costs of a complaint procedure, in particular costs of storage of defective goods, costs of transport, costs of assembly and disassembly, material costs and labour costs shall be borne by the Supplier.
10. The Supplier shall bear all costs arising in connection with a complaint procedure being conducted, incurred by both the Purchaser and its customers.
11. If the acknowledgement of the grounds of the complaint is refused, the Supplier shall notify the same to the Purchaser in writing, by fax or electronic mail, filling in on each occasion an 8 D report — stating reasons for refusal to acknowledge the complaint and a corrective action plan.
12. Neither party shall be liable for non-fulfilment or improper fulfilment of its obligations if it proves that it resulted from force majeure. Force majeure shall mean any event which could not be foreseen or whose effects could not have been prevented while exercising due diligence required in the implementation of the subject of the order, the occurrence of which neither Party had influence on and which the Parties could not oppose while acting with extreme diligence. Such events shall include a strike, natural disasters, weather conditions and other natural forces whose intensity is different from the average scale in a given period and which fully prevent the performance of the subject of the order.
13. In the event of a situation resulting from force majeure, the Party affected by its consequences shall notify immediately the other Party of the circumstances concerning the event and the expected period of the Agreement performance. In such a case the Parties shall agree a new date and the manner of the implementation of the subject of the order.
14. Material, tooling, equipment, models, drawings, diagrams or other things provided by the Purchaser and all consumables and spare parts shall remain the exclusive property of Purchaser. The property of the Purchaser shall be properly identified and marked and shall be maintained in a proper working order at the cost of the Supplier. The property of the Purchaser shall be used by the Supplier for the purposes related to the implementation of the subject of the order. The Supplier shall have no right to use the property of the Purchaser for any purpose other than the implementation of the Purchaser's order. The Supplier shall bear the risk of loss, destruction or making the Purchaser's property available in connection with the implementation of the order. The

Supplier shall always obtain the written consent of the Purchaser to the transfer, destruction, change of the intended purpose and production capacity and any other modification of the provided tools referred to in the first sentence, in connection with the subject of the order being implemented.

15. The Supplier shall prior to the moment of the ownership right transfer of the goods to the Purchaser, effectively: (1) acquire ownership right of the goods/documentation; and (2) acquire the right to use and right to permit the use by the Purchaser of all intellectual property rights for the goods, including any elements thereof, which will constitute a work protected by copyright or a good protected by industrial property rights for the purposes of creation, modifying and developing the products manufactured by the Purchaser and all their components, as well as their distribution; and also (3) obtain all consents, permissions and authorizations necessary to ensure the undisturbed and free disposal and use of the goods by the Purchaser, its possible successors and other entities that will derive from the Purchaser the right to use of the goods, including, in particular, all necessary consents and assurances from the manufacturer and other entities that have made any creative contribution to the goods, its components or documentation which is the basis of its manufacture, to the distribution of the goods by the Purchaser and/or the full use of the goods for the purposes of creating, making changes and developing the products manufactured by the Purchaser and all their components, as well as their distribution.
16. The Supplier is obliged to: (i) inform the Purchaser before confirming the acceptance of the order/ concluding the contract of any restrictions on use (including for purposes related to creation, modifying and developing products manufactured by the Purchaser and all their components, as well as their distribution) or on further distribute by the Purchaser or persons authorized by the Purchaser the goods/documentation provided by the Supplier to third parties and (ii) to inform the Purchaser of any third parties who have intellectual property rights to the goods/documentation supplied and (iii) to inform the Purchaser about third parties with which the Purchaser is obliged to enter into a license agreement, obtain permission, consent or join the relevant organization related to the protection and/or management of intellectual property rights for the aforementioned goods/documentation, in order to ensure that the Purchaser is fully free to use/distribute of the goods/documentation.
17. In the event that any third party makes claims against the Purchaser in connection with: (1) the use of the goods, documentation, their components or their modifications; (2) the distribution of the goods, documentation, their components or their modifications; or (3) disposing of the rights to the goods, their components or their modifications, the Supplier shall undertake any possible factual and legal action to defend the Purchaser against such claims, and in the event that the Purchaser is obliged to satisfy or satisfied such claims of third parties in connection with a final or immediate enforceable decision of the ordinary court, arbitration court, decision of an administrative authority or other competent entity, as well as in connection with conclusion the Agreement (including the license agreement) with authorized entity, a court settlement or out-of-court settlement concluded before the mediator, the Supplier is obliged to remedy any damages suffered by the Supplier as a result of or in connection with such claims of third parties, including in particular reimbursement the Purchaser for any reasonable: (a) costs and expenses incurred in connection with such claims, including court costs and legal representatives costs, regardless of the provisions governing the remuneration of solicitors or lawyers, as well as interest and other costs arising from compliance with any court security orders, as well as (b) costs and expenses which incurring turned out to be necessary to remedy the default or improper performance of any of the Supplier's obligations, as well as to waive the state of infringement of the rights of third parties (including contractual remuneration agreed between the Purchaser and the entity entitled to exercise the above rights). The provisions of this paragraph shall apply mutatis mutandis to claims of any third parties against possible legal successors of the Purchaser or other persons authorized to use the goods/documentation.
18. The Purchaser shall be entitled to set off any claims referred to in this paragraph with the Supplier's claims (including the price for the delivered goods).

§ 8 Confidentiality

1. All information resulting expressly from these GTCP as well as the information obtained by the Supplier in connection with the order implementation, including in particular all organisational, business and technical information concerning the Purchaser and the other entities from BURY Group and not made available to the public shall be considered by the Parties as confidential information and as such it shall not be disclosed to third parties. The above obligation shall not apply to situations where the obligation to disclose the information arises from applicable mandatory provisions of the law.
2. In particular, the Supplier undertakes to treat as confidential the information concerning the volume of trade, applied prices, discounts, product specifications, logistics agreements, technological data or otherwise the Purchaser shall withdraw from the order due to the fault of the Supplier.
3. The Supplier declares that it will not use the confidential information for purposes other than the implementation of the order and that it shall ensure for such information the protection adequate to its confidential nature. The obligation to keep the information confidential shall remain in force after the order implementation and may be cancelled only upon the consent of the Purchaser which shall be given in writing in order to be valid.

§ 9 Additional provisions

1. If the scope of the order is extended the Supplier shall deliver additional goods or substitute goods on the commercial terms applicable to the implementation of a given order (unit prices, discount).
2. The Supplier represents and warrants to the Purchaser that neither the Supplier nor any of its directors, employees or agents gave or promised any money, gifts or compensation of any kind, directly or indirectly, to the Purchaser or any of its employees with the purpose of implementing the order and obtaining a special and preferential treatment by the Purchaser in connection with the order implementation and that neither the Supplier nor any of its directors, employees or agents accepted any bribe from sub-suppliers in connection with this order.
3. If the Supplier performs services in the registered office of the Purchaser the Supplier shall comply with all laws and internal regulations applied by the Purchaser, in particular laws on occupational health and safety applicable in the registered office or branches of the Purchaser and shall provide an insurance policy on the terms and up to the amount required by the Purchaser, covering all damage arising in the course of the business activity conducted.

§10 Disputes

1. Any matters not provided in these GTCP shall be governed by the provisions:
 - a. of the Polish law, in particular the provisions of the Civil Code in case of purchase based on an order of BURY sp. z o.o. with its registered office in Mielec;
 - b. of the Polish law, in particular the provisions of the Civil Code in case of purchase based on an order of Research & Development Center BURY Sp. z o.o. with its registered office in Mielec;
 - c. of the Germany law – in case of purchase based on an order of BURY GmbH & Co KG with its registered office in Löhne;
 - d. of the Mexican law - in case of purchase based on an order of Tlaxcala S.r.l. with its registered office in Huamantla.
2. All disputes arising from the implementation of orders and the application of these GTCP that the Parties are unable to settle amicably shall be resolved by a court having jurisdiction over the registered office of the respective Purchaser.
3. Orders placed shall be understood, interpreted and governed by the law generally applicable in the country of respective Purchaser, in accordance with point 1 of this paragraph, without conflict with the laws that may require the application of the laws of other jurisdiction. The Parties waive their right to apply to the order (Agreement) the United Nations Convention regarding Agreements on International Sale of Goods.

§ 11 Environment and Social Requirements

1. Integral part of these GTCP shall be Sustainability Standards for Suppliers, which are publicly available on the Purchaser's website: https://www.bury.com/documents/Suppliers/BURY_Sustainability_standards_for_suppliers.pdf defining minimum standards and requirements for the Supplier in the field of sustainable development. The Supplier or a person acting on behalf of the Supplier while concluding an Agreement – confirm that the Sustainability Standards for Suppliers were provided before concluding the Agreement, the Supplier knows the content and fully accepts Sustainability Standards for Suppliers in their entirety as an integral part of the Agreement with Purchaser and is bound by it.
2. The Purchaser represents and warrants that all components and raw materials designed for production meet the following legal requirements always in the current version of:
 - a. RoHS Directive (Restriction of Hazardous Substances),
 - b. WEEE Directive (Waste Electric and Electronic Equipment),
 - c. ELV Directive (End-of life vehicles),
 - d. REACH Regulation (Registration, Evaluation and Authorisation of Chemicals),
 - e. ErP Directive (Energy Related Products),
 - f. Dodd-Frank act on conflict minerals,
 - g. Packaging and Packaging Waste Directive,
 - h. Directive on batteries and accumulators,
 - i. Regulations on occupational health and safety and environmental protection,
 - j. fundamental and priority conventions of the International Labour Organisation.
3. The Supplier shall, at the first delivery of products which are the subject of the order, submit all necessary documents related to conformity and compliance with the requirements referred to in this paragraph. The Purchaser declares that it has implemented and applicable ISO 14001 Environmental Management System and ISO 45001 Occupational Health and Safety Management System and ISO 50001 Energy Management System.
4. The Supplier shall also meet the requirements of ISO 14001 and ISO 45001; it is recommended for the Supplier to obtain ISO 50001. Thus the Purchaser when selecting suppliers of both direct production and non-production products or services will prefer those having the ISO 14001 and ISO 45001 systems. When selecting a supplier

for machinery and equipment, the Purchaser will also consider the level of energy consumption of the solutions proposed by the Supplier.

§ 12 Final provisions

1. These GTCP constitute an integral part of the order placed with the Supplier by the Purchaser. In the event of any ambiguities, conflicts or discrepancies the content of the order shall prevail.
2. The Purchaser reserves the right to amend these GTCP. All amendments shall be notified immediately to Suppliers.
3. Rights and obligations arising from the Agreement may be transferred by the Supplier to a third party solely upon the consent of the Purchaser which shall be given in writing in order to be valid.
4. Any amendments and additions to the GTCP shall be made in writing or otherwise they shall be null and void.
5. If the Supplier remains in permanent business relationship with the Purchaser, the Supplier shall notify the Purchaser immediately in writing of each change of its registered office or place of residence and the address for service of correspondence. In the event of a failure to make such notification the service of correspondence to the addresses specified in the order or in the previous correspondence shall be deemed effective. In addition, all changes related to the business activity conducted by the Supplier, in particular related to a change of the entry in the register of business activities or the entry in the register of entrepreneurs kept by the competent court, shall be notified by the Supplier to the Purchaser with a copy of a relevant document (extract from the register of business activities) attached.
6. Any invalidity or ineffectiveness of individual provisions of these GTCP shall not result in invalidity/ ineffectiveness of the remaining provisions and agreements concluded on the basis of these GTCP. Invalid/ineffective provisions shall be replaced by other provisions that will meet the economic purpose of such provisions.

CONFIRMATION OF ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE OF BURY GROUP

Supplier

Date

Forename and surname
(person entitled to represent and signing document on behalf of the Supplier)

Position

Signature

Stamp