

General purchase conditions

TMR Plastics Sp. z o.o.

1. General provisions

1.1 The following general terms and conditions of purchase (hereinafter referred to as "GPC") shall apply to orders placed by TMR Plastics Sp. z o.o. with its registered office in Bydgoszcz, KRS: 143845 (the "Purchaser") and shall constitute an integral part of all orders placed by the Purchaser and contracts concluded by the Purchaser for the supply or purchase of raw materials, goods and services from the Purchaser's supplier (hereinafter referred to as "Supplier").

1.2 Definitions:

- a) "GPC" and "GPCs" - these general purchase conditions,
- b) "Order" - order placed by the Purchaser with the Supplier for goods,
- c) "Agreement" - an agreement concluded between the Purchaser and the Supplier, along with appendices and GPC,
- d) "Goods" - material goods (including necessary equipment, additional materials, documentation and others), the sale and delivery of which are the subject of the Agreement.

2. Binding regulations

2.1 The GPCs apply unless otherwise specified in the order or contract. Provisions different from the GPC, Supplier's terms and conditions of sale, are binding for the Purchaser only if they are explicitly confirmed by the Purchaser in writing. The Supplier agrees that the provisions of these GPC shall prevail over its own general terms and conditions of contracts, model contracts, regulations, instructions and other normative acts applicable to it. The Supplier's model contracts shall not apply even if the Purchaser has not expressly objected to their application.

2.2 The Supplier is obliged to deliver and transfer the ownership of the Goods to the Purchaser in accordance with the Order and these GPC.

2.3 All agreements concluded by the Purchaser and the Supplier in order to perform the Agreement shall require written form for their validity.

2.4 The Purchaser's withdrawal from the application of certain provisions of these GPC shall be binding only in relation to these particular Order and cannot be treated by the Supplier as binding for the execution of other orders.

3. Quality management system / quality requirements

3.1 The Supplier undertakes to apply a quality management system which corresponds at least to the requirements of the currently applicable ISO 9001 standard. The Supplier should however seek to obtain a certificate in accordance with QS 9001, VDA 6.1 or IATF.

3.2 The Supplier undertakes to maintain and make available, on request of the Purchaser, documentation of the process efficiency of all functionally relevant features during the entire production period. If process efficiency has not been achieved, the parties undertake to determine the appropriate means of measurement to ensure that the delivery to the Purchaser meets the required quality requirements.

3.3 The Supplier shall be obliged to create a system of traceability of the deliveries previously made. The system must allow, if a defect is found, for precise determination of the history of a batch of material and related documentation, certificates of analysis and other documents required by separate arrangements.

3.4 The Purchaser shall maintain a list of so-called "Qualified Suppliers", i.e. companies in which it is possible to purchase items of appropriate quality that meet specific, previously communicated (in any form) Supplier requirements. A company not yet on the list of Qualified Suppliers may be entered on the list of Qualified Suppliers after the first delivery of the Goods. Companies on the list of Qualified Suppliers will be subject to biannual evaluation, sent after its completion to the given Supplier by e-mail.

4. Preparation of the models / Release procedure

4.1 Prior to the commencement of serial production, the Supplier shall ensure that the approval of process and production release has taken place in accordance with VDA volume 2 or - if required by the Purchaser - in accordance with QS 9001. As part of this process, the Supplier shall provide the Purchaser with the first specimens together with complete inspection documentation (in terms of dimensions and materials) in the form requested.

4.2 The Supplier shall be obliged to submit declarations certifying the use of safe materials and provide relevant documentation and its constant updating. In the cases communicated, the materials used in the production of the designs must be incorporated into IMDS (International Material Data System). Any changes that occur should also be communicated by the IMDS system.

4.3 If a new version of the safety data sheet (Purchaser accepts only the Polish language version) and the Reach and RoHS declarations appear for delivery, the Supplier shall immediately send the updated documents in PDF format.

4.4 The PSW level 3 or PPAP (Production Part Approval Process) procedures shall be applied in the following cases:

- a) the product or process has been changed,
- b) the place of production or production plant has been changed.

5. Order / Order confirmation

5.1 Orders, confirmation of the Order or changes in the Order shall require written form for their validity.

5.2 The Supplier shall be obliged to confirm the Order, within 2 working days of its receipt by email to the e-mail address indicated on the Order. Confirmation of Order acceptance means acceptance of these GPCs. Lack of written confirmation of order acceptance by the Supplier within the above-mentioned time limit shall be treated by the Purchaser as tacit acceptance by the Supplier of the order for execution under the terms of the Order specified and consistent with the GPC. In addition, the Supplier's acceptance of the order for execution shall also be understood as Confirmation of Order acceptance. If, for technological reasons, establishing a production plan of the ordered Goods by the Supplier shall take more than 2 working days, the Supplier is obliged to immediately inform the Purchaser about the extended deadline for the acceptance of the Order and its reasons. The extended deadline should not exceed 5 working days.

- 5.3 If the Purchase Order has been accepted by the Supplier subject to amendments or supplements, and such objections in accordance with the contents of the Purchase Order were not acceptable, the Purchase Order shall be deemed not accepted.
- 5.4 Confirmation of the Order requires confirmation of: date of delivery to TMR Plastics, price at which the order will be fulfilled, quantity, terms of delivery according to the currently applicable "Incoterms", payment date.
- 5.5 The Purchaser reserves ownership and copyright to drawings, illustrations, calculations and other documents provided to the Supplier; these documents may not be made available to third parties without the express written consent of the Purchaser. They may only be used for production that is the subject of the Order. After completion of the Order, they must be returned immediately and without further notice. The Supplier undertakes to keep these documents secret and inaccessible to third parties.

6. Delivery time

- 6.1 The delivery date specified in the Order and confirmed by the Supplier is binding and must be met. The decisive criterion for meeting the delivery date shall be the arrival of the Goods to the department dealing with acceptance of the Goods at the Purchaser. If the delivery is organised by the Supplier, it is the Supplier's responsibility to ensure that the Goods are delivered on time, taking into account the usually required time for loading and carriage.
- 6.2 If there is a risk that the delivery date may not be met, the Supplier is obliged to immediately provide the expected period of delay and the reasons for its occurrence as well as the new delivery date in writing. Lack of the above-mentioned information or provision of information which indicates that the delivery cannot be made on time may be the basis for the Purchaser to withdraw from the order for reasons attributable to the Supplier. If the Purchaser accepts the date specified by the Supplier or sets a different date, the Supplier should make the delivery according to the new arrangements.
- 6.3 The Purchaser reserves the right to claim compensation from the Supplier for improper performance of the Order (including its delay) on the general terms and conditions specified in the Civil Code and to reimburse the costs incurred for replacement performance of the Order.
- 6.4 Acceptance of late delivery does not imply a waiver of the aforementioned claims for damages.
- 6.5 The Purchaser, in addition to other provisions of the GPC and legal regulations, may also withdraw from the Order within 30 days from the date when the Purchaser becomes aware of the Supplier's delay in the delivery of all or part of the Goods beyond the date indicated in the Order.
- 6.6 In such a case, the Purchaser may, at its own discretion, submit a declaration of withdrawal from the entire Order or withdrawal from the Order in the part including the defective Goods or otherwise inconsistent with the Agreement or the Goods not delivered on time.
- 6.7 The declaration of withdrawal may be submitted by the Purchaser to the e-mail address of the Supplier's representative indicated in the Order. For such a statement to be effective, it is not necessary to address any other statements or calls to the Supplier in advance.

7. Marking / Packaging / Transport

- 7.1 The Supplier shall be obliged to deliver the Goods in the quantity specified in the Order, executed in accordance with the content of the Order, applicable standards and regulations and technical

conditions referred to in the order by the Purchaser, for which the Supplier shall provide the necessary documents, attestations and certificates together with the delivery of the ordered Goods.

- 7.2 Deliveries shall be labelled unambiguously and legibly in such a way that this labelling remains legible and intact during transport and storage.
- 7.3 The packaging and means of transport must be so selected as to exclude damage and deterioration of the Goods. If required (e.g. data from the Material Safety Data Sheet, medical material requirements), the means of transport must be adapted to the transport requirements of the given product.
- 7.4 The Supplier is obliged to attach a delivery document assigned to each shipment, containing full Order data. In addition, the Supplier must inform the Purchaser of any changes that may have occurred before the Goods are shipped. The Purchaser has the right to refuse to accept the delivery if it is not accompanied by a delivery document issued by the Supplier containing the order number, specification of the goods sent, quantity, packaging details, weight and place of acceptance, if they are indicated in the Order and certificates, certificates and warranty cards.
- 7.5 The Supplier shall be obliged to immediately submit any document of origin required by the Supplier, completed with all necessary information.
- 7.6 The ordered Goods shall be delivered by the Supplier to the place indicated in the Order at the Supplier's expense, unless otherwise specified in the Order. Unless otherwise agreed, the applicable delivery terms are DAP rule with packaging according to the Incoterms version currently in force. The risk of shipment to the Purchaser is in any case borne by the Supplier. The Purchaser is not obliged to reimburse the Supplier's insurance fees.

8. Reporting of defects / Warranty

- 8.1 Defects visible in the delivery as well as inconsistency of the Goods with the Order should be reported to the Supplier by the Purchaser within 5 days of receipt of the Goods.
- 8.2 Quantitative acceptance of the Goods shall be carried out upon delivery, however, if quantitative acceptance of the Goods at such time is not possible or is excessively difficult, in particular due to the specific nature of the Goods or the manner of their packaging, quantitative acceptance shall be carried out by the Purchaser within 7 days of delivery.
- 8.3 In the event that the quantity of the Goods to be delivered is greater than agreed in the Order and the quantitative collection is made after delivery, the Supplier shall be obliged to collect the surplus within 2 days from the date of notification. If the Goods are not collected in such a manner and within such time limit, the Purchaser shall be entitled to return the surplus of the Goods to the Supplier at its sole expense and risk, or deposit them for safekeeping with a third party at the Supplier's expense and risk.
- 8.4 A defect in delivery shall be reported to the Supplier as soon as it is noticed.
- 8.5 Notwithstanding the provisions of this section, the Purchaser shall have the right to refuse acceptance of all or part of the Goods if, in the course of acceptance at the time of delivery, the Purchaser discovers quality defects or quantity inconsistency with the parameters specified in the Contract or other breach of Contract, including in particular a breach of packaging.
- 8.6 If a defect is reported, the Purchaser shall each time expect the Supplier's statement on the cause of the defect and the corrective actions taken in the form of an 8D report, within 10 working days.

- 8.7 A two-year warranty period shall apply, which shall run from receipt of the Goods without defects (unless the Order specifies a more favourable warranty period). If, after the expiry of this period, defects in the Goods occur due to faulty delivery, the Supplier undertakes to cover all costs related to such situation.
- 8.8 Both the quantity and quality of the Goods delivered must comply with pre-established conditions, the intended purpose, national and international standards, as well as the standards of the Purchaser and its customers applicable at the date of delivery, the current state of knowledge and technology, accident prevention regulations, relevant provisions of authorities and trade unions as well as statutory safety and environmental regulations. If the Goods delivered are defective or do not meet all the properties guaranteed, the Supplier shall be obliged to supplement the delivery immediately and free of charge, to carry out repairs immediately and free of charge (in any case, the Purchaser shall also be exempt from any incidental and additional costs, i.e. transport costs, tolls, labour costs, material costs) or to grant an appropriate discount. If the Supplier is not able to meet these requirements or cannot meet them immediately, the Purchaser shall have the right to withdraw from the Contract within 30 days from the date when the Purchaser becomes aware of the fact that the Supplier will not meet these requirements or will not meet them immediately.
- 8.9 In such a case, the Purchaser may, at its own discretion, submit a declaration of withdrawal from the entire order or withdrawal from the order in part including the Goods which are defective or otherwise not in conformity with the Agreement or the Goods not delivered on time.
- 8.10 The statement of withdrawal may be submitted by the Purchaser to the e-mail address of the Supplier's representative indicated in the Order. For such a statement to be effective, it is not necessary to address any other statements or calls to the Supplier in advance.
- 8.11 The Supplier also authorizes the Purchaser to substitute removal of defects at its sole expense and risk, if the Supplier does not remove them in due time, which applies in particular if the Supplier:
- a) did not remove the defect of the Goods;
 - b) removed the defect of the Goods in an improper, ineffective manner;
 - c) did not complete the delivery of the Goods in terms of quantity within the deadline specified in the Agreement or GPC;
 - d) has not replaced the Goods with defect-free ones.
- 8.12 In special cases where the defects may affect stoppage of production or delay in delivery to the Purchaser, the Purchaser shall be entitled to remove the defects immediately at the Supplier's expense before the expiry of the period specified in 8.9 GPC. In such a case, the Purchaser shall immediately inform the Supplier electronically to the e-mail address of the Supplier's representative indicated in the order about this fact. The absence of the Supplier's objection within 24 hours from the delivery of the e-mail message shall mean its acceptance.
- 8.13 Time of processing the complaint: In accordance with the requirements of QS series 9001 and IATF, it is necessary to shorten and clearly define the complaint processing time. After receiving information from the Purchaser, the Supplier shall provide a clear position on immediate action in writing within 24 hours. Effective preventive and corrective actions must be performed within 10 working days (Report 8D). Lack of a written position of the Supplier within such a period of time is tantamount to considering the submitted complaint in its entirety.

8.14 Regardless of the warranty rights, the Supplier shall be liable to the Purchaser on account of warranty in accordance with the Civil Code. The period of warranty granted by the Supplier is equal to the period of warranty granted by him.

8.15 Each complaint submitted during the warranty and/or guarantee period shall extend the warranty and/or guarantee periods by the time counted from the date of submission to the date of removal of the reported defect. When the Goods have been replaced/defects removed, the guarantee and warranty with regard to such Goods shall run from the beginning from the date of their replacement/defects removal.

8.16 If, in the event of a complaint, costs are incurred by the Purchaser, including the costs of organising activities in the Purchaser's production departments, the Supplier shall be charged with the amount corresponding to the expenditure currently incurred, once it has been established. In addition, the Supplier shall bear the costs of necessary sorting operations and production stoppages.

9. Product liability

9.1 The Supplier shall be fully liable for damages caused by the Goods delivered by him irrespective of his culpability (strict liability). In case of damage whose cause can be unambiguously related to the Goods purchased from the Supplier, the Supplier shall bear all consequences resulting from this fact. The Supplier shall bear all claims of third parties on this account.

9.2 The Supplier is also obliged to reimburse all costs resulting from the repair action. The supplier will be informed - if possible and reasonable - about the manner and scope of the carried-out repair action and will be given the opportunity to present his position within 3 days of being informed.

10. Property rights.

10.1 The Supplier assures that no rights of third parties shall be infringed in connection with the Supplier's delivery on the territory of the Republic of Poland.

10.2 The Supplier shall indemnify the Purchaser against any liability for any claims of third parties in relation to goods, parts and materials supplied under a patent, license or registered designs. In the case of proceedings conducted in relation to such claims, the Supplier shall provide direct defence of the Purchaser at its expense. The Purchaser shall not be entitled - without the Supplier's consent - to conclude any agreements with third parties, in particular to enter into a settlement.

10.3 The Supplier's obligation to exclude the Purchaser shall apply to all costs incurred by the Purchaser in connection with third party claims.

10.4 Clauses in the Supplier's general terms and conditions of business which extend these provisions on the Supplier's liability shall not be recognised. Consent to such a reservation requires the separate written approval of the Purchaser.

11. Payment

11.1 VAT invoices must be drawn up with full details of the Order and should include a reference to the number of the associated waybill supplied with the delivery.

11.2 Payments shall be made by bank transfer.

11.3 In the case of delivery of defective goods, the Purchaser shall be entitled to withhold payment for the delivery until it is properly performed. The Supplier shall not be entitled - without prior consent of the Purchaser - to transfer the receivables to third parties.

11.4 The prices stated in the Order are fixed and are not subject to change, and include Goods delivered to a specific place of delivery at the Supplier's expense.

12. Place of performance / jurisdiction

12.1 Place of performance for deliveries and payments shall be the address mentioned in the Order.

12.2 The Parties agree that Polish law shall apply to all matters arising from the performance of Orders.

12.3 In matters not regulated by these GPCs, the relevant provisions of the Polish Civil Code shall apply. In the case of a dispute arising from the interpretation of the GPC, which the parties are unable to resolve amicably, the court of general jurisdiction for the registered office of the Purchaser shall be the court of general jurisdiction.

13. Final provisions

13.1 These GPC form an integral part of the Order placed by the Purchaser with the Supplier. In case of contradictions or discrepancies, the content of the GPC shall prevail.

13.2 If any provision of the General Terms and Conditions of Purchase is found to be invalid, this shall not render the entire GPC invalid. The Purchaser shall make every effort to replace the invalid provisions with valid ones. Any changes and additions to the GPCs shall be notified to the Supplier by e-mail. The new content of the GPCs shall come into force at the moment of notifying the Supplier of the change.

13.3 In case of any differences in interpretation of the provisions of the Order and the GPC, the provisions of the Order shall prevail. The terms of the Order may specify, including: excluding, extending or limiting the scope of the GPC.

13.4 The Supplier agrees to the processing of its personal data by the Purchaser in order to perform the order, as well as for marketing purposes related to its business.

13.5 These General Conditions of Purchase shall apply from 01.12.2020.