

## 1. Definitions

The following terms have the following meanings:

- **Offer:** A Supplier's offer to Plukon to enter into a contract;
- **goods:** all physical objects, including raw materials, good or service as well as all property rights which is subject of the purchase under offer, contract or order;
- **Service(s)/provision of service(s):** services of any kind to be provided by the Supplier to Plukon which are described in the offer, order or contract;
- **Supplier:** the legal or natural person with whom (i) Plukon concludes a contract, which makes Plukon an offer to conclude a contract or which places an order with Plukon in respect of the delivery of goods and/or the provision of services, and who (ii) is to be qualified as an entrepreneur;
- **contract:** a contract between the parties for the sale and delivery of goods to Plukon and/or the provision of services to Plukon;
- **order:** any request from Plukon to the Supplier relating to the sale and supply of goods and/or services;
- **Party(s):** Plukon and/or the Supplier;
- **Plukon:** Plukon Food Group B.V., having its registered office in Wezep, registered in the Dutch Commercial Register under number 30255837, or all its subsidiaries and affiliates, including Plukon Sieradz sp. z o.o. and Agri-Drob sp. z o.o. contracting under these Terms and Conditions;
- **in writing:** by letter or registered letter, by fax, by e-mail or by delivery certificate;
- **Terms and Conditions:** these General Terms and Conditions of Purchase of Plukon.

## 2. Application

- 2.1. Every offer, contract, order and negotiation situation, as well as every pre-contractual relationship between Plukon and the (potential) Supplier for the purpose of submitting an offer, concluding a contract or placing an order, shall be governed exclusively by these Terms and Conditions.
- 2.2. Once an agreement has been concluded between the parties under these Terms and Conditions, the Terms and Conditions shall also apply to any subsequent agreement concluded between the parties, unless expressly agreed otherwise in the subsequent agreement in question.
- 2.3. Terms and conditions of the Supplier or third parties do not apply. This shall also apply if Plukon does not separately object to their validity in individual cases. Even if Plukon refers to a letter which contains or refers to the terms and conditions of the Supplier or of a third party, this does not imply any tacit agreement with the validity of those terms and conditions. Provisions contrary to the terms and conditions of these Terms and Conditions are binding

upon Plukon only if there are expressly acknowledged by Plukon in writing. Order or contract free from reservations do not imply that Plukon accepts different terms and conditions.

- 2.4. If a contract deviates from one or more provisions of the Terms and Conditions, the contractual provisions shall take precedence. In this case, the remaining provisions of the Terms and Conditions shall remain unrestrictedly applicable to the contract.
- 2.5. In the event of the nullity or annulment of one or more provisions of these Terms and Conditions, the remaining provisions of the Terms and Conditions shall remain fully applicable to the Contract. The parties undertake to negotiate the replacement of the void or annulled provision of the Terms and Conditions by a valid or non-nullable provision that comes as close as possible to the economic purpose and content of the void or annulled provision. The same shall apply in the event of an omission.

## 3. Applicability of the 'Provision of services' annex

The annex 'Provision of Services' is attached to the Terms and Conditions. Where a tender, contract or agreement is wholly or partly directed towards the provision of a service, this annex 'Provision of Services' shall also apply between the parties. If at any point the Terms and Conditions conflict or are inconsistent with the Schedule 'Provision of Services', the provisions of the Schedule 'Provision of Services' shall prevail.

## 4. Offer, order and conclusion of contract, amendments

- 4.1. Offers made by the Supplier shall be free of charge for Plukon.
- 4.2. The contract is concluded:
  - (a) at the time of signature of a contract by the parties, or
  - (b) at the time of receipt of a written order (acceptance of an offer) from Plukon by the Supplier on the occasion of an offer from the Supplier or
  - (c) at the time when an order from Plukon is executed by the Supplier in accordance with the order, which is not based on an offer from the Supplier. In any case, however, the Supplier is obliged to confirm or reject an order from Plukon in writing within 10 working days.
- 4.3. A confirmation of an order sent later by the Supplier is not suitable for unilaterally changing the content or time of the conclusion of the contract. Plukon may instruct the Supplier to use a specific form for the order confirmation, provided that the use does not represent an unreasonable burden for the Supplier. The Parties exclude modification of the acceptance of the order, that is, the application of Art. 68<sup>1</sup> and Art. 68<sup>2</sup> of the Polish Civil Code.
- 4.4. Only the managing directors and authorised signatories authorised by the

commercial register and the (possible) authorised representatives of Plukon in accordance with a written power of attorney are authorised to conclude a contract and to issue an order. In case a contract is concluded or an offer is confirmed by a person not authorised to represent Plukon, such a contract or offer shall only be binding on Plukon if an authorised representative according to the Commercial Register has confirmed this contract or this offer or if Plukon actually executes or has executed the contract.

- 4.5. As long as the Supplier has not fully fulfilled its obligations under the contract, Plukon shall be entitled to make written changes to the contract in consultation with the Supplier.
- 4.6. Changes to an order or a contract proposed and/or initiated by the Supplier can only be agreed in writing. If, in the opinion of the Supplier, a change affects the agreed price and/or the time of delivery, the Supplier shall be obliged to inform Plukon of this effect in writing as soon as possible before implementing the change, but in any case within five (5) working days of notification of the required change. If the Supplier breaches this obligation to provide information, the Supplier shall be obliged to deliver at the original price and within the original period. If the Supplier has informed effects on the price and/or the time of delivery on time but these are, in Plukon's opinion, disproportionate, the parties shall negotiate on them.

## 5. Prohibition of assignment and transfer

- 5.1. Without Plukon's written consent, the Supplier shall not be entitled to have his performance performed by third parties (e.g. subcontractors). The Supplier shall bear the procurement risk for the goods and services, unless otherwise agreed in individual cases.
- 5.2. The Supplier is not entitled to assign his claims from the contractual relationship to third parties. This does not apply in the case of monetary claims.

## 6. Prices

- 6.1. The prices are quoted in EUR or in PLN, plus VAT and including all other levies (if any) imposed by the government.
- 6.2. Unless otherwise expressly agreed in writing in individual cases, the price shall include all services and ancillary services and costs in connection with the fulfilment of the Supplier's obligations - including, for example, travel expenses, loading, transport and unloading costs for the goods, as well as any packaging costs if the Supplier is obliged to load, transport and unload the goods in accordance with the contract or order - specifying the VAT rate.
- 6.3. The prices stated in an order are fixed prices and binding. Anything to the contrary shall only apply if the contract specifies the specific circumstances which may lead to a price adjustment and the manner in which the adjustment is made.

**7. Delivery time and delivery**

- 7.1. The delivery time (delivery date or period) specified by Plukon in an order or otherwise decisive according to these terms and conditions shall be binding. Early deliveries are not permitted without Plukon's prior consent.
- 7.2. The Supplier must immediately notify Plukon in writing of any imminent exceeding of the time of delivery, either in whole or in part, giving the reason/reasons for the delay and the expected duration of the delay. The Plukon's acceptance of the wholly or partially delayed delivery of goods or service does not imply that Plukon waives any rights or claims related to any such wholly or partially delayed delivery of goods or service.
- 7.3. In the event that the agreed time of delivery is exceeded, or if the Supplier is in default, Plukon shall be entitled without restriction to the statutory claims, including the right of rescission and the claim for damages instead of performance, notwithstanding the rights of Plukon described in article 7.4.
- 7.4. In addition to further legal claims, Plukon is entitled, in the event of delay on the part of the Supplier, to demand lump-sum compensation for the damage caused by delay in the amount of 0.25% of the net price of the goods delivered late for each completed working day of delay, but not more than a total of 5% of the net price of the goods delivered late. Plukon reserves the right to prove that a higher damage has occurred. The Supplier has the right to prove that Plukon has incurred no damage at all or only minor damage.
- 7.5. Goods shall be delivered at the agreed place and time "Delivered Duty Paid" in accordance with the version of the international trade terms "Incoterms" drawn up by the International Chamber of Commerce ICC applicable at the time the contract is concluded. The respective place of destination is also the place of performance (obligation to deliver).
- 7.6. The goods to be delivered shall be accompanied by a packing list indicating Plukon's order and article number(s) as well as quantities, packaging unit, descriptions and - if relevant - date(s) of minimum durability.
- 7.7. Where necessary or relevant, goods must bear a clearly legible date of minimum durability („MHD“). For each consignment of the same goods, the content - including the valid MHD - as well as Plukon's Order and/or article number(s) and batch data for tracking and tracing purposes must be clearly indicated on the outside of the packaging.
- 7.8. Plukon is entitled to postpone the agreed date of delivery slightly, but in any case not more than 3 working days. In the case of the delivery of goods, the Supplier shall in this case properly package, separate and store, preserve, protect and insure the goods in an identifiable manner.
- 7.9. The Supplier is not entitled to make partial deliveries without Plukon's prior consent.
- 7.10 In no circumstances may any inspection, acceptance or receipt of delivery release the Supplier from liability for defects found to be in the goods, or for other failures to

meet the requirements of the order or contract.

**8. Packaging**

- 8.1. Goods to be delivered shall be properly and securely packed against damage. The Supplier must always adapt the packaging to the current legal requirements for the transport of foodstuffs and the current environmental requirements. The Supplier is obliged to use as little packaging material as possible.
- 8.2. All packaging (with the exception of packaging material provided on loan) shall become the property of Plukon upon delivery. The Supplier must clearly mark packaging material provided on loan. The Supplier is not entitled to charge a deposit or any remuneration for packaging material provided on loan, unless expressly agreed otherwise between the Supplier and Plukon. Plukon can determine that the Supplier must take back the packaging material supplied.
- 8.3. At Plukon's request, the Supplier shall be obliged to take back and dispose of packaging material at its own expense.
- 8.4. If packaging materials are processed or destroyed at the Supplier's request, this shall be at the Supplier's risk and expense.

**9. Invoicing and payment**

- 9.1. The Supplier must submit an invoice for each (partial) delivery of goods and/or (partial) provision of services. The order and article numbers, the quantity and the price stated by Plukon must be clearly stated on the invoice. Invoices will be issued for the deliveries and services executed and/or performed. If required by the applicable law, invoices can be issued before the delivery of goods/services, in particular, in order to facilitate payment in advance. Invoices will be issued in accordance with the relevant requirements under the law applicable to the delivery of goods/services.
- 9.2. Invoices will be sent to Plukon after dispatch of the goods and/or completion of the service, unless the parties agree otherwise, having regard to the applicable law. Payment of the invoice, including VAT, shall be made within thirty (30) days of full delivery and receipt of the invoice (due date) unless the Supplier has specified a longer payment period on the invoice. Plukon does not owe any maturity interest.
- 9.3. Payment will be considered to have been made on the date that Plukon's bank account is debited. If the payment deadline is exceeded, Plukon shall only be in default after the Supplier has sent Plukon a written notice of default.
- 9.4. Plukon shall be entitled to set-off and to apply retention rights as well as to invoke defence of non-performance of the contract to the extent applicable by law.
- 9.5. Plukon is entitled to withhold due payments, thereby extending the due date, as long as Plukon is still entitled to claims from incomplete or defective services against the Supplier. Alternatively, Plukon may deduct the amount due from Plukon, where the non-performance or improper performance of the object of the order

and/or agreement or defects and faults has not been rectified. Plukon shall be entitled to make such deductions before the expiry of the deadline for payment, on the basis of a unilateral declaration of intent. The above does not restrict the Plukon's right to activate the penalty clause.

**10. Warranty / liability of the Supplier**

- 10.1. The Supplier shall ensure and is liable for compliance of the goods and/or services with the agreements, that the goods and/or services are free of visible and hidden defects and are suitable for the purpose for which they are intended.
- 10.2. The Supplier shall ensure and is liable for the supply of all components, auxiliary materials, accessories, tools, spare parts, instructions for use and manuals which are necessary for the attainment of the objective stated in writing by Plukon.
- 10.3. The Supplier shall ensure and is liable for the compliance of the delivered goods with the relevant statutory provisions in Poland, including those relating to quality, environment, safety and health.
- 10.4. In the event of material defects and defects of title (including wrong or early delivery) and other breaches by the Supplier, the statutory provisions shall apply unless otherwise provided below.
- 10.5. Plukon shall also be entitled to warranty claims if Plukon was not aware of the defect at the time the contract was concluded due to gross negligence.
- 10.6. The statutory provisions shall apply to the commercial duty to inspect and give notice of defects, subject to the following provisions: Plukon shall notify the Supplier within 2 working days of delivery of any defects which become apparent during an incoming goods inspection with external inspection including the delivery documents and during a quality inspection using random sampling (e.g. transport damage, incorrect and short deliveries). If acceptance has been agreed, there shall be no obligation to inspect. Otherwise, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Plukon shall notify the Supplier within 5 working days of discovery of any defects which come to light during such a proper inspection or which are otherwise discovered later.
- 10.7. Plukon is authorised to inspect goods and/or production sites in the event of justified doubts, whereby the Supplier shall bear the costs incurred for this inspection, unless the delivered goods - as evidenced by the inspection - comply with the agreed requirements and specifications. The inspection may take place before, during or after delivery and both by Plukon or third parties commissioned by Plukon.
- 10.8. If Plukon and the Supplier do not reach an agreement regarding a notified defect, Plukon shall be entitled to have an independent investigation carried out, the costs of which shall be borne by the Supplier, unless it turns out that the goods and/or services - as shown by the



- 10.9. independent investigation - are free of defects and meet the agreed requirements and specifications.
- 10.10. If the Supplier does not fulfil its obligation to subsequent performance - at Plukon's option by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by Plukon, Plukon shall be entitled to remedy the defect itself and demand reimbursement from the Supplier of the expenses required for this or an appropriate advance payment. If subsequent performance by the Supplier has failed or is exceptionally unreasonable for Plukon (e.g. due to particular urgency in the case of perishable goods, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline for the subsequent performance needs to be set. Plukon shall inform the Supplier of such extraordinary circumstances immediately, if possible in advance.
- 10.11. In addition, Plukon shall be entitled to reduce the purchase price or withdraw from the contract in the event of a material defect or defect of title in accordance with the statutory provisions. In addition, Plukon shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.
- 11. Supplier regress**
- 11.1. Plukon is entitled to the legally determined recourse claims within a supply chain in addition to the defect claims without restriction. In particular, Plukon shall be entitled to demand from the Supplier exactly the type of subsequent performance (rectification of defects or replacement delivery) which Plukon owes to its customer in individual cases. Plukon's statutory right of choice is not restricted by this.
- 11.2. Before Plukon acknowledges or fulfils a claim for defects asserted by Plukon's customer (including reimbursement of expenses), Plukon shall inform the Supplier and request a written statement, briefly stating the facts of the case. If the statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects cited by Plukon shall be deemed to be owed by Plukon to the purchaser; in this case, the Supplier shall be obliged to provide proof to the contrary that the claim does not exist or does not exist to this extent.
- 11.3. Plukon's claims arising from Supplier recourse shall also apply if the goods have been further processed by Plukon or one of Plukon's customers prior to their sale to a final consumer.
- 12. Manufacturer's liability**
- 12.1. If the Supplier is responsible for product damage, he shall indemnify Plukon against claims by third parties to the extent that the cause lies within his sphere of control and organisation and he himself is liable in the external relationship. This shall apply without prejudice to any claims for defects to which Plukon is entitled against the Supplier.
- 12.2. Within the scope of his obligation to indemnify, the Supplier shall reimburse Plukon for reasonable expenses which result from or in connection with a claim against Plukon by third parties, including a recall action carried out by Plukon. Plukon shall inform the Supplier - to the extent possible and reasonable - of the content and scope of recall measures and give him the opportunity to comment. Rights to further legal claims remain unaffected.
- 13. Audit**
- 13.1. Plukon has the right to carry out inspections (audits) at the Supplier's premises either itself, through executives or representatives or commissioned third parties. The Supplier shall allow the persons designated by Plukon access to the Supplier's premises in order to carry out such inspections (audits). The Supplier shall cooperate in carrying out the inspections and in particular shall not prevent or delay them. Plukon and the Supplier will, severally, incur the costs associated with carrying out this type of inspection.
- 13.2. Such audits concern in particular the inspection of the manufacture and packaging of the products, compliance with the contractual regulations by the Supplier and compliance with other specifications by Plukon. Inspections shall also include the Supplier's facilities, documents and other items relating to the foregoing circumstances. Upon request, copies of documents and other records shall be handed over to the persons named by Plukon.
- 13.3. Plukon shall inform the Supplier of such inspections at least three working days in advance. Plukon will ensure that the Supplier's operating procedures are not unduly disrupted. Inspections are generally carried out during normal business hours.
- 13.4. If an inspection reveals that the Supplier is in breach of Plukon's contractual or statutory obligations or other specifications, the Supplier shall be obliged to remedy the breaches within a period set by Plukon.
- 13.5. Such inspections shall not be the basis for any waiver by Plukon of rights or claims, arising from the law, with regard to the order and/or contract.
- 14. Further obligations of the Supplier: Cooperation and insurance**
- 14.1. The Supplier undertakes vis-à-vis Plukon to provide Plukon with reasonable judicial and extrajudicial support in cases of claims asserted by third parties and, if necessary, to take part in a claim for damages at its own expense.
- 14.2. Without prejudice to the Supplier's contractual and statutory liability, the Supplier shall take adequate insurance and maintain adequate insurance cover in respect of the risks to the Supplier resulting from the contract(s). The Supplier shall provide Plukon with a copy of the relevant policies upon first request. These (a) insurances will include in any case:
- (a) at any time a company liability insurance („AVB”) - if the terms of (b) delivery are formulated freely - with a sum insured of € 2,500,000.00 per claim in the case of goods which are delivered;
- (b) professional insurance („BAV”) or an AVB covering the financial disadvantage of at least three times the invoice value in the case of services and the goods supplied (turnkey) in connection with these services (including, but not limited to, engineering contracts and ICT contracts);
- (c) a supplement to the AVB to cover the costs of recall, dismantling, assembly, erection, transport, storage, destruction and advertising and related items for an amount which is reasonable in view of the (financial) scope of the contract, if goods are delivered which Plukon processes in its production process and/or integrates into other goods and of which 3 or more goods have similar defects; this cover must be valid for at least 2 years after the date of delivery of the goods concerned;
- (d) Construction All Risks (CAR) insurance/construction and assembly work insurance with cover for the 'owner of the client', if work is carried out on goods at a Plukon site, or an AVB with cover for damage to quasi owners (property owned by others but used by the policyholder himself) of at least € 100,000.
- 14.3 The Supplier must also take and maintain adequate insurance against the usual general risks, including but not limited to fire, theft, water damage and (product) liability. The Supplier shall provide Plukon with (a) copy(s) of the insurance policy(s) with a minimum coverage of € 1,500,000 at Plukon's first request. The Supplier shall pledge to Plukon all claims of the Supplier against the insurers of the goods or services rendered under the aforementioned insurances as soon as Plukon expresses a corresponding request. Upon request, the Supplier shall be obliged to have Plukon included in the relevant policy as a directly beneficiary party so that Plukon can directly hold the insurer liable in the event of damage.
- 15. Limitation periods**
- The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions.
- 16. Withdrawing from contract, termination of contract**
- 16.1. Without prejudice to any other rights under statutory provisions or these Terms and Conditions, Plukon is entitled to terminate the order and/or contract, without notice, for important reasons. Important reasons shall include, in particular:
- any breach of the Supplier's obligations which have not been rectified within the time limits specified by Plukon,
- a situation where the purchase or use of goods is, or will be, wholly or partly unlawful in the light of applicable laws.





16.2. If Plukon terminates contract for a valid reason, the Supplier shall not be entitled to any further claims for damage, reimbursement or remuneration.

16.3. Should the Supplier not comply with any terms or conditions of the order and/or contract, Plukon has the right to withdraw from contract in whole or in part, without further liability or responsibility and to recover from the Supplier all amounts paid by Plukon and any additional costs incurred by Plukon for the replacement of goods, purchase of goods from an alternative supplier, or for any loss or damage suffered, as a result of the late performance of the order and/or agreement. Plukon may exercise his right to withdraw from the order and/or contract within 12 months of the expiry of the warranty period of goods.

**17. Transfer of risk and ownership, default of acceptance**

17.1. The transfer of the goods to Plukon must take place unconditionally and regardless of the payment of the price with delivery. If, however, Plukon accepts an offer by the Supplier for transfer of conditional ownership on the payment of the purchase price in an individual case, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. Plukon shall remain authorised in the ordinary course of business to resell the delivered goods before payment of the purchase price with advance assignment of the resulting claim (alternatively validity of the simple reservation of title extended to the resale). This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

17.2. Plukon shall carry out further processing for itself so that Plukon shall be deemed the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions. The same shall apply to further processing (processing, mixing or combining) carried out by the Supplier for Plukon.

17.3. The risk of accidental loss and accidental deterioration of the goods shall pass to Plukon upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. In this case, the statutory provisions of the law on contracts for work and services shall apply accordingly in the event of acceptance. Delivery or acceptance shall be deemed equivalent if Plukon is in default of acceptance.

17.4. The statutory provisions shall apply to the occurrence of default in acceptance. However, the Supplier must also expressly offer his services to us if a specific or determinable calendar period has been agreed for an action or cooperation on the part of Plukon (e.g. provision of material). If Plukon is in default of acceptance, the Supplier may demand reimbursement of its additional expenses in accordance with the statutory provisions. If the contract relates to an unrepresentable item to be

manufactured by the Supplier (one-off production), the Supplier shall only be entitled to further rights if Plukon undertakes to cooperate and is responsible for the failure to cooperate.

**18. Force majeure**

18.1. In the event of force majeure, Plukon shall be released from all its obligations under the contract concluded with the Supplier as long as the force majeure situation persists, without being liable to pay damages to the Supplier.

18.2. Force majeure on the part of Plukon within the meaning of Article 18.1 any circumstance independent of Plukon's influence - even if this was already foreseeable at the time the contract was concluded or the order was placed - which permanently or temporarily prevents performance of the contract. This also includes war, danger of war, civil war, riot, strikes, lockouts of workers, general shortage of raw materials, standstill of suppliers, transport obstacles, fire, weather conditions making work impossible, revolutions, piracy, natural disasters in general, bird flu and other (epidemic) animal diseases and changes in applicable law including veterinary decisions, which may affect the operation of Plukon and thus the fulfilment of its obligations, acts of terrorism, explosions, assaults, water damage, floods, occupations, lock-outs, import and export obstacles, official measures, defects in machines, power supply interruptions, all of them both in the company at Plukon and at third parties from whom Plukon obtains the goods and/or services required for its business activity.

**19. Integrity and competition**

19.1. The Supplier declares and ensures that neither he himself nor one or more of his executive bodies, representatives or employees or a company affiliated with the Supplier, their executive bodies, representatives and employees violate the provisions of the Polish Protection of Competition and Consumers Act against Restraints of Competition and/or Articles 101 and 102 TFEU or other antitrust regulations or national and international legal provisions on the prevention/punishment of bribery and/or corruption.

19.2. In the event of an infringement of antitrust rules and in particular where it is established on the basis of a final or binding decision of a national competition authority or a court acting as such or of the EU Commission that the Supplier is involved in an agreement or concerted practice contrary to antitrust law, in particular with regard to price fixing, the restriction of production or sales or the allocation of markets or customer groups that relate to goods and services purchased by Plukon or a Plukon affiliate from the Supplier, the Supplier shall pay Plukon or the Plukon affiliate lump-sum damages in the amount of 5% of the respective invoice amount. In individual cases, the Supplier is at liberty to prove that no or only a significantly lower damage

has been incurred. In this case, no or the lesser damage is to be compensated. Plukon (or the companies affiliated with Plukon) also reserve the right to claim higher damages in individual cases. Other contractual or legal claims remain unaffected.

19.3. The Supplier shall ensure that it complies with all laws and legal norms applicable to the business relationship.

The Supplier further represents and warrants that neither the Supplier nor any of its officers, agents or employees or any company affiliated with the Supplier whose officers, agents or employees have directly or indirectly (i.e. through a third party) promised, offered, granted or will offer, directly or indirectly (i.e., through a third party) money, an immaterial advantage equivalent to money or any other advantage of any kind promised, offered or granted to the officers, agents or employees of Plukon for the purpose of the formation or performance of the Agreement

If the Supplier or a vicarious agent appointed by the Supplier violates this obligation in connection with the award of an order and/or the provision of services, the Supplier shall pay us a contractual penalty of 5% of the net order value, but at least five thousand euros, for each violation to the exclusion of a continuation connection. Any further claims by us shall remain unaffected; the contractual penalty shall be offset against any further claims.

In this case Plukon shall also be entitled to terminate the existing contracts with the Supplier or to withdraw from them.

19.4. The Supplier shall also otherwise comply with all national and international legal provisions applicable to him and his goods and services, in particular those relating to work, discrimination, the environment, safety and health. The Supplier shall also comply with the latest version of the BSCI (Business Social Compliance Initiative) Code of Conduct (available at: [www.bsci-intl.org/resources/code-of-conduct](http://www.bsci-intl.org/resources/code-of-conduct)).

19.5. The Supplier shall ensure and further ensure that its Suppliers also comply with the provisions of Articles 18.1, 18.3 and 18.4.

19.6. Plukon only enters into a business relationship with companies that comply with applicable law and ethical standards and principles. Should Plukon receive indications that the contrary is the case, Plukon shall inform the Supplier thereof and the Supplier shall assure Plukon that it will cooperate in clarifying the matter and will provide Plukon with all information (to the extent permitted by law) it requires in order to be able to assess whether the accusation in question is justified and whether the contract or offer is to be maintained. Such information shall include, in particular, accounting records, business records, documents or other files.

19.7. Without prejudice to any other rights, Plukon may terminate or cancel an

agreement or order in whole or in part and/or claim damages if the provisions of Articles 19.1 to 19.3 inclusive have been breached in any way by the Supplier or on its behalf without Plukon being obliged to indemnify the Supplier in respect of the termination or cancellation.

## 20. Order, safety, environment and animal welfare

- 20.1. The Supplier, his employees and third parties commissioned by him are obliged to comply with the applicable safety, health and environmental regulations. Any operating instructions and regulations of Plukon in the areas of safety, health, environment and animal welfare must also be observed, insofar as Plukon has brought them to the attention of the Supplier. The Supplier is obliged to inquire about this from Plukon. Upon request, a copy of any such regulations and codes will be made available free of charge.
- 20.2. The Supplier must actively endeavour to ensure that its products, packaging, raw materials and auxiliary materials have as little impact on the environment as possible.
- 20.3. In the following cases, the Supplier must inform Plukon in writing as soon as possible, but in any case before the (first) delivery:
- if the Supplier supplies goods and/or services for the purpose of performing the Contract which are known to pose (or may pose) a risk to humans, animals and/or the environment;
  - if the Supplier supplies goods and/or services for the purpose of the execution of the agreement, for which the risk referred to in (a) realised in combination with such goods and/or services of which he knows or should reasonably be aware that Plukon uses them;
  - where the use by Plukon of the goods to be supplied and/or the services to be provided leads, to the extent that the Supplier knows or reasonably ought to know, to waste materials to which certain legal provisions apply;
  - if the goods to be supplied are themselves waste materials to which special legal regulations apply.

In each of these cases Plukon shall be entitled to dissolve the relevant contract in whole or in part.

## 21. Intellectual and industrial property rights

- 21.1. All information, quotation requests, sketches, drawings, models, drafts, specifications, data, documents and all other operational information which Plukon has transmitted and/or produced to the Supplier within the framework (of the conclusion) of the agreement shall be used by the Supplier exclusively for the purpose for which Plukon has transmitted them; these shall remain Plukon's property at all times and shall be returned to Plukon after fulfilment of the agreement. The documents must be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall not expire until and to

the extent that the knowledge contained in the documents provided has become generally known.

- 21.2. If intellectual property rights exist in the delivered goods and services or related documents and materials of the Supplier, the Supplier grants Plukon such rights and Plukon acquires such rights in return for the respective remuneration. The right to use and exploit them commercially by means of a non-exclusive, worldwide, irrevocable, transferable, perpetual licence, including the right to grant sub-licences, without payment of an ongoing licence fee. This right of use includes Plukon's consent to exercise or cause to be exercised, in any manner whatsoever and in any form whatsoever, all powers with respect to or in connection with the goods delivered and/or services provided to Plukon or for Plukon's benefit, provided that this is done as part of Plukon's normal activities.

- 21.3. By way of derogation from the provisions of Article 21.1 following shall apply: If Plukon has contributed to a research or development process under the Agreement, all intellectual property rights of any kind arising during the research or development process shall belong to Plukon and the Supplier hereby assigns them to Plukon. The Supplier shall inform Plukon immediately after their creation of the objects, results and in particular inventions created during the relevant research or development process and for which protection by intellectual property rights may be considered, and shall provide Plukon with all information and data and take all necessary actions which are necessary in order to submit corresponding applications for registration of these intellectual property rights to the competent authority(ies) and to obtain protection. The Supplier shall ensure that Plukon acquires these rights comprehensively. In any case, it is assumed that Plukon has contributed to a research or development process if Plukon has provided (technical) know-how, test equipment and/or research and development budgets or if Plukon has placed an order for the development of specific goods and/or services in accordance with Plukon's instructions and/or specifications. To the extent that the Supplier's intellectual property rights (intellectual property rights) to which Plukon is entitled are used for the above-mentioned intellectual property rights, the Supplier shall grant Plukon a right to use such intellectual property rights free of charge by way of a non-exclusive, worldwide, irrevocable, perpetual license for use and commercial exploitation, including the right to grant sub-licences.

- 21.4. To the extent that the Supplier, its personnel, its affiliated companies or its Suppliers create, develop or obtain intellectual property rights on the basis of an order or a request for proposal and for the performance of an order or a request for proposal from Plukon, these rights shall be vested in Plukon and the Supplier hereby assigns them to Plukon. The Supplier must ensure that Plukon acquires these rights comprehensively.

- 21.5. To the extent that the acquisition of an intellectual property right or a transfer under any of the above provisions is not possible due to mandatory law, the Supplier grants Plukon the irrevocable, perpetual, exclusive, worldwide, unlimited, free of charge, paid-up and sublicensable right and license to use and exploit these rights in the broadest sense in order to use these rights in physical or intangible form, including but not limited to the right to reproduce, disseminate, publish and (publicly) reproduce these rights in whole or in part, to perform, transmit, reproduce, edit and transform, supplement, translate and reproduce, publish and distribute the works thus edited or modified, supplemented or translated, to record them in digital or analogue form on image, data and sound carriers of any kind and to reproduce and distribute them in turn, and to use the results of the work interactively in electronic form on all known transmission channels, such as cable, satellite and mobile radio systems of any kind and in all standards and to grant sublicenses for all these purposes.

- 21.6. The Supplier warrants that no patents or copyright applications are outstanding and that no other rights or the know-how of any third parties will be affected by Plukon through the use of goods. Should a third party assert claims against Plukon due to the infringement of intellectual property rights or comparable claims, for example with regard to know-how or unfair competition due to the contractual use of the delivery item, the Supplier shall be liable. The Supplier shall indemnify Plukon, Plukon's executive bodies, representatives and employees and companies affiliated with Plukon and their executive bodies, representatives and employees against such claims arising from the infringement of intellectual property rights and comparable claims.

## 22. Production equipment

- 22.1. All goods used for the benefit of production by or on behalf of the Supplier - such as dies, moulds, punches, prototypes, special equipment and drawings ("Production Equipment") - and supplied by Plukon shall remain the property of Plukon.
- 22.2. At All items made available by Plukon may only be used for the purpose for which Plukon made these items available.
- 22.3. The Supplier shall be responsible for storage and shall bear the risk of damage to and/or loss of such Production Equipment and shall ensure that it is properly maintained. The Production Equipment must be stored separately from the production room if it is not being used for production.
- 22.4. The Supplier shall mark the Production Equipment in such a way that Plukon can exercise its ownership rights at any time and has unhindered access to such Production Equipment.
- 22.5. If third parties threaten to appropriate the Production Equipment, the Supplier shall inform Plukon immediately.
- 22.6. The Supplier shall not sell or transfer any production equipment to another party without the prior written consent of Plukon.



**23. Personal data**

- 23.1. The Supplier shall process personal data received from Plukon within the framework of the execution of the contract in accordance with the applicable data protection laws. These include in particular the European General Data Protection Regulation ("GDPR") and the Polish Data Protection Act. In addition, the Supplier shall observe any applicable Plukon code of conduct. This also applies without restriction to the cross-border dispatch and/or dissemination and/or transmission of personal data to non-EU countries. Before the Supplier processes personal data originating from Plukon outside the EU, he must obtain Plukon's explicit written consent for this. The information on such processing is sufficient if the data transfer is carried out on the basis of an EU adequacy decision within the meaning of Art. 45 para. 1 GDPR or if the Supplier has implemented suitable guarantees for the security of the data in accordance with Art. 46 para. 1 and 2 GDPR. Unless otherwise required by law, the Supplier shall not be entitled at any time to use the personal data made available, in whole or in part, in any way other than for the purpose of executing the Agreement.
- 23.2. In the case referred to in Article 23.1 Supplier shall take appropriate and necessary technical and organisational security measures in accordance with the provisions of Article 32 GDPR in order to protect the personal data against loss or any form of unlawful access and processing. Such arrangements shall guarantee an adequate level of security, taking into account the state of the art and the cost of their implementation, given the different probabilities of occurrence and the seriousness of the risk to the rights and freedoms of natural persons involved in the processing and the nature of the data to be protected. The arrangements aim, inter alia, at avoiding any unnecessary collection and further processing of personal data.
- 23.3. The Supplier shall immediately inform Plukon both orally and in writing if it becomes aware of a violation of the protection of personal data received by Plukon, observing that the original notification to Plukon contains the following: (i) a description of the personal data breach; (ii) an explanation of how the personal data breach occurred; (iii) the categories of personal data concerned; (iv) the categories and approximate number of data subjects; (v) a description of the likely consequences of the personal data breach; (vi) a description of the measures it has taken to address the personal data breach; and (vii) a description of the proposed measures it intends to take to address the personal data breach, including, where applicable, measures to mitigate the potential adverse effects of the personal data breach.
- 23.4. The Supplier shall provide Plukon with all information that may reasonably be requested by Plukon in order to enable Plukon to verify the fulfilment of the Supplier's obligations under Articles 22.1 to 22.3 and 22.8.

- 23.5. The Supplier shall allow Plukon and Plukon's authorised representatives and/or external auditors access to the Supplier's premises with reasonable notice in order to enable Plukon to verify the fulfilment of the Supplier's obligations under Articles 22.1 to 22.3 and 22.8. The Supplier shall provide all reasonable cooperation as required by Plukon in the performance of such an inspection.
- 23.6. Insofar and to the extent the Supplier processes personal data as the responsible party, the following two exemption agreements shall apply:
- (a) The Supplier shall indemnify Plukon against all claims of third parties in connection with unauthorised use by the Supplier or third parties as a result of a culpable breach of its obligations.
  - (b) Any fines imposed on Plukon in this respect by the competent data protection authorities shall be borne by the Supplier.
- 23.7. If the Supplier processes personal data on behalf of Plukon, the processing shall take place on the basis of an agreement to be concluded between the parties, which binds the Supplier with regard to Plukon and in which the object and duration of the processing, the type and purpose of the processing, the type of personal data, the categories of persons concerned and the duties and rights of Plukon are specified in accordance with Art. 28 para. 3 GDPR.
- 23.8. The confidentiality obligations described in Article 24 below shall apply mutatis mutandis to the processing of personal data. In addition, the Supplier shall ensure that all personnel who have access to personal data and/or who process personal data are subject to an obligation to treat the personal data confidentially and have been trained with regard to their obligations under the applicable data protection legislation.
- 24. Confidentiality**
- 24.1. The Supplier shall maintain confidentiality towards third parties about the conclusion and content of every contract concluded with Plukon as well as about all information (with the exception of publicly accessible information) which the Supplier receives from Plukon within the framework (of the conclusion) of a contract or at its instigation, at all times, unless and to the extent that the Supplier is obliged by national or international law to provide certain information to third parties. In the latter case, the Supplier shall inform Plukon thereof as soon as possible. In the event that the Supplier commissions sub-suppliers or subcontractors, the Supplier shall be obliged to impose on its sub-suppliers or subcontractors the same confidentiality obligation as to which the Supplier is bound itself. The same applies to temporary work agencies with regard to their temporary workers.

**25. Applicable law and place of jurisdiction**

- 25.1. The contract between Plukon and the Supplier is subject exclusively to Polish law, with the exception that the United Nations Convention on Contracts for the

International Sale of Goods of 11 April 1980 (CISG) does not apply.

- 25.2. If the Supplier is a merchant, a legal entity under public law or a special fund under public law or if he has no general place of jurisdiction in Poland, the place of jurisdiction for all possible disputes between the contracting parties shall be the place of business of the Plukon contracting party in the specific individual case.
- 25.3. Notwithstanding the provisions of Article 25.2 Plukon shall at all times be entitled to sue the Supplier before a court having jurisdiction under Polish law or before a court having jurisdiction under applicable international conventions, if required, or to initiate proceedings before a court of arbitration in accordance with the Arbitration Rules of the Polish National Chamber of Commerce, if required.
- 25.4. However, mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

**26. Translations**

Plukon may prepare convenience translations of these Terms and Conditions. However, in case of doubt or deviations, the Polish wording shall always prevail.

**27. Modification of the terms and conditions**

- 27.1. Plukon reserves the right to change these Terms and Conditions at any time with effect for the future.
- 27.2. Plukon shall send the Supplier the amended Terms and Conditions timely by e-mail, if applicable, and shall give the Supplier the opportunity to object to them in writing or by e-mail within one month of receipt of the amended Terms and Conditions. The Supplier shall be deemed to have accepted the changes if he does not object. Plukon shall separately inform the Supplier in writing of the consequences of a lack of written objection to Plukon during the period specified in the preceding sentence.
- 27.3. Changes shall enter into force at the time announced when the changed Terms and Conditions were transmitted. If no date of entry into force has been communicated, the changes shall enter into force with respect to the Supplier after the Supplier has been notified of the change and the above-mentioned period of one month has expired without the Supplier having objected to the change.
- 27.4. If the Supplier objects to the amended Terms and Conditions within the specified period, Plukon shall have the right to terminate the existing contract with the Supplier with a reasonable notice period of at least three months.





## ANNEX PROVISION OF SERVICES

This Annex 'Provision of Services' is a supplement to the Terms and Conditions and applies in addition to the provisions of the Terms and Conditions, in case when the Supplier (also) provides Services. The terms with an initial capital letter in the Annex 'Provision of Services' have the same meaning as in the Terms and Conditions.

### 28. Service provision

- 28.1. Plukon may exceptionally change the location at which the services are to be provided in accordance with the agreement, provided that Plukon has a justified interest in doing so, informs the Supplier of the change timely and the change does not constitute an unreasonable additional burden for the Supplier. If the change demonstrably leads to higher costs for the Supplier, the Parties shall discuss the change and the allocation of the extra costs. In case the change in location results into lower costs for the Supplier, the Parties shall agree on a corresponding reduction of the remuneration.
- 28.2. The management and supervision of the personnel involved in the provision of the services shall be the responsibility of the Supplier. Plukon is not entitled to any right of direction under labour law.

### 29. Exchange of supplier personnel

- 29.1. If the Parties have exceptionally agreed that the Supplier will use one or more specific persons to provide the service owed, the Supplier shall ensure that these persons are and remain actually entrusted with the performance.
- 29.2. Otherwise, the Supplier shall be entitled to freely select and replace its personnel.
- 29.3. The Supplier shall not charge Plukon any special costs for the selection and replacement of personnel, unless the replacement is carried out at Plukon's request without a case under Article 28.5 also being present.
- 29.4. In the event of an exchange of personnel, the Supplier shall (subject to the provisions of Article 28.3) provide the service owed by him with the assistance of the exchanged personnel at the previously agreed remuneration, using personnel who, in terms of expertise, training and experience, are capable of providing the respective service in accordance with the current professional standards.
- 29.5. At Plukon's first request, the Supplier shall replace personnel if Plukon can prove, or if Plukon has evidence, that the person concerned is engaged in activities to the detriment of Plukon or is not in a position to provide the respective service in accordance with the current professional standards.

### 30. Subcontracting

- 30.1. When executing the contract, the Supplier may only make use of the services of third parties with the prior written consent of Plukon. Plukon may attach conditions to such

consent. Even after Plukon has given its written consent, the Supplier shall commission third parties exclusively in its own name and for its own account. The assumption of the costs incurred by the Supplier must first be agreed in writing with Plukon.

- 30.2. Plukon's consent shall not affect the Supplier's own responsibility and liability for the performance of its obligations under the Contract and its obligations under applicable law. The Supplier must ensure that a third party commissioned by him undertakes in writing to him that he will remunerate the employees employed by him in accordance with the statutory and/or collective agreement provisions, pay due social security contributions properly and punctually and fully comply with all residence requirements.

### 31. Holidays, courses, travel time and length of stay of Supplier's personnel

- 31.1 Any leave taken by the Supplier's personnel shall be at the Supplier's expense.
- 31.2 Plukon shall only be responsible for costs and time in relation to courses for the Supplier's personnel in which the Supplier participates at Plukon's explicit request.
- 31.3 Unless expressly agreed otherwise in writing, the travel and accommodation time of the Supplier's personnel shall be at the expense of the Supplier.
- 31.4 Plukon may each year designate a few days on which its plant(s) will be closed for reasons to be specified. In this case, the Supplier does not provide a service these days at the sites.

### 32. Indemnification, liability

- 32.1 The Supplier is responsible and liable for ensuring that its employees, who it uses to fulfil the obligations it has assumed under the contract with Plukon, fulfil all legal requirements (residence permit, work permit, etc.). The Supplier shall also be responsible and liable for the remuneration of such employees in accordance with statutory and/or collective bargaining provisions and for the proper and punctual payment of social security contributions due.
- 32.2 The Supplier shall indemnify Plukon against all possible claims of third parties, including claims in connection with accidents, any claims of the Supplier's employees under § 13 Minimum Wage Act and claims based on the alleged existence of an employment contract.
- 32.3 The Supplier shall indemnify Plukon against any liability on the part of the user and for taxes and social security contributions which the Supplier or third parties commissioned by the Supplier owe or will owe in connection with the performance of the agreement. The Supplier shall also indemnify Plukon against payment obligations asserted against Plukon in

connection with employees of a third party commissioned by the Supplier and their activities in connection with the service to be provided by the Supplier.

- 32.4 At the beginning of the work and thereafter each following calendar year, the Supplier shall provide Plukon, upon first request, with a confirmation from the tax office and/or other competent authorities regarding the payment behaviour, which states that taxes and social security contributions have been paid for the personnel employed by the Supplier and/or for third parties commissioned by the Supplier. Failure to fulfil this obligation shall entitle Plukon to dissolve the agreement with immediate effect without being liable to pay any compensation whatsoever to the Supplier.
- 32.5 Plukon will pay taxes to be paid by Plukon in accordance with the statutory requirements.