

GENERAL CONDITIONS FOR PURCHASING GOODS AND SERVICES
ARPEV e-Vehicles Sp. z o.o.

§ 1 General provisions

1. The General Terms and Conditions of Purchase of Goods and Services of ARP e-Vehicles Sp. z o.o. (hereinafter: "GTCs") shall apply to all purchases and deliveries of goods and services by ARP e-Vehicles Sp. z o.o. with its registered office in Bydgoszcz, ul. Bogdana Raczkowskiego 8, 85-862 Bydgoszcz, entered into the Register of Entrepreneurs kept by the District Court in Bydgoszcz, XIII Economic Division of the National Court Register under KRS no.: 0000798943, NIP: 6392018422, REGON: 384096850, share capital: PLN 9 015 000.00 (hereinafter: "ARPEV") carried out by suppliers, vendors or service providers (hereinafter: "Supplier") on the basis of orders placed by ARPEV in written form, in documentary form (via email address) or in electronic form with an electronic signature verified using a qualified certificate (hereinafter: "Orders").
2. ARPEV and the Supplier shall be referred to collectively as the Parties in the GTCs.
3. All correspondence between the Parties may be in writing, in documentary form (to the email address specified in the Order) or in electronic form with an electronic signature verified by a qualified certificate.

§ 2 Contract conclusion

1. The Contract is concluded between ARPEV and the Supplier on the terms and conditions set out in the Order and the GTCs at the time of the Supplier's confirmation of the Order, subject to paragraph 2, or by the Supplier's actual commencement of performance of the Order.
2. The Supplier confirms acceptance of the Order no later than within 3 working days from the date on which ARPEV places the Order. Confirmation of acceptance of the Order may be made in writing, in documentary form (to the e-mail address provided in the Order) or in electronic form with an electronic signature verified with the use of a qualified certificate. Failure by the Supplier to confirm acceptance of the Order within the period indicated above shall mean acceptance of the Order for execution.
3. The Purchase Order constitutes ARPEV's independent offer and sets out the terms and conditions of the contract in full, to the exclusion of the Parties' previous agreements, which the Purchase Order supersedes. The ARPEV Order may only be accepted by the Supplier without modification or qualification. Any other terms or conditions presented by the Supplier, including in particular in the statement of acceptance of the Order, the release protocols, invoices and the Supplier's applicable general terms and conditions, shall not apply to the Order.
4. In the event of the Supplier's objections to the terms and conditions of the Order, in particular those arising from the GPC, the Supplier shall expressly refuse the Order and indicate its comments within 3 working days. If ARPEV recognises these, they shall be expressly taken into account in a new Order submitted by ARPEV by indicating in the Order which provisions of the GTCs do not apply and/or by indicating a new wording of the provisions taking into account the Supplier's comments. If this is not the case, ARPEV shall re-submit the Order in unchanged form and the Supplier shall be entitled to refuse such Order within 3 working days. If the Supplier accepts ARPEV's Order with the Supplier's objections taken into account, the Supplier is no longer entitled to submit new objections.
5. In the event of any discrepancy between the provisions of the GTCs and the provisions of the ARPEV Order or the provisions of the framework supply agreement concluded between the Parties, the provisions of the Order, then the framework agreement and the GTCs shall prevail.
6. The Supplier's acknowledgement of the Order is tantamount to the Supplier's acceptance of these GTCs.
7. The Supplier agrees that the GTC in the current wording made available by ARPEV shall also apply to any future agreement between ARPEV and the Supplier for the sale, supply or provision of services to ARPEV, unless the parties expressly agree otherwise.
8. The supplier guarantees that it has suitably qualified personnel capable of ensuring the required quality and compliance with the specified ARPEV requirements. In the case of the implementation of special processes, ARPEV may communicate additional requirements on how these processes are to be implemented and approved by ARPEV or its customer.

§ 3 Delivery terms and conditions

1. Delivery of the goods ordered by ARPEV shall be made to the destination indicated on the Order as the delivery address. In the event that does not specify a delivery address on the Order, the delivery address shall become ARPEV's registered office address.
2. If services are provided, they will be carried out on site at ARPEV's premises or at any other location indicated in the Order.
3. Deliveries shall be made on the date specified in the Purchase Order or other document as agreed between the Parties.
4. The Supplier is obliged to inform ARPEV immediately in writing of any delays in the execution of the contract or threats to meet the contractual deadline.
5. If the fulfilment of the contractual deadline is jeopardised for reasons attributable to the Supplier, the Supplier is obliged - at his own expense - to bring about the fulfilment of the contract in the fastest possible manner and within the shortest possible period of time, including delivery of the goods by express courier or air freight or subcontracting.
6. Delivery of the goods should be preceded by an advisory service in accordance with the "Delivery advisory instructions for suppliers" on the ARPEV website.
7. A complete delivery is understood to be the delivery of materials and services together with the agreed quality documentation.
8. The supplier shall package the goods according to ARPEV's instructions or, if there were none, according to the characteristics of the goods in such a way as to ensure their integrity during transport.
9. Deliveries of goods and services dedicated to ARPEV, in particular those based on ARPEV technical documentation, obligatorily include the ARPEV Order number on WZ documents and VAT invoices, while the goods themselves will be labelled (ARPEV symbol of the retailer and ARPEV Order number).
10. The services will be carried out with the utmost professional care, according to the best standards and knowledge appropriate to the type of service and, upon completion, will be documented by a protocol with confirmation by ARPEV of their completion.
11. Acceptance of the goods or service and payment of the sales price shall not constitute confirmation as to the quality and quantity of the subject of the contract and its compliance with the Order.
12. Quantitative inspection of the delivery of the goods and their condition after transport shall take place within 3 working days after delivery to the place of delivery. In case the quantity of goods does not comply with the Order and the documents provided by the Supplier or if the delivered goods are damaged, ARPEV will draw up a protocol of delivery deviations and inform the Supplier in writing or by e-mail. In the event of quality discrepancies that cannot be detected upon receipt at the warehouse, ARPEV has the right to report them as soon as they are detected. The Supplier shall then, within a maximum of 5 working days from the date of notification of discrepancies by ARPEV, at its own expense, make up the delivery with the missing goods and/or replace the defective goods with new, defect-free goods.
13. ARPEV shall be entitled to withdraw from the Orders, without consequences, to the extent that the contract has not yet been executed, in the event of a delay in its execution - in whole or in part - exceeding 5 working days, as well as in the event that defects are found in a part of the contract

object already executed.

14. The risk of accidental loss of or damage to the goods shall pass to ARPEV upon acknowledgement of receipt.
15. The Supplier is obliged to strictly comply on the ARPEV site with all health, safety and fire regulations and rules resulting from generally applicable laws and internal ARPEV regulations.

§ 4 Remuneration

1. The Supplier's remuneration for the delivery of the goods or the performance of the service specified in the ARPEV Order shall be a fixed lump sum and shall include, unless otherwise indicated, in particular:
 - 1.1 the Supplier's remuneration for the sale of goods or performance of services,
 - 1.2 possible, assembly, installation, etc., if indicated in the Purchase Order,
 - 1.3 packaging costs,
 - 1.4 the cost of insuring the goods for transport,
 - 1.5 the costs of delivery and collection of the contract item,
 - 1.6 all travel costs, delivery of materials, tools, etc,
 - 1.7 the costs of securing and marking the place of performance,
 - 1.8 costs associated with meeting health, safety and fire safety requirements,
 - 1.9 cleaning of the contract site,
 - 1.10 the restoration of ARPEV's property and real estate, disturbed in connection with the performance of the contract, to its original condition,
 - 1.11 all tax obligations and other charges relating to the subject matter of the contract, its sale and delivery, with the exception of tax obligations incumbent on ARPEV under generally applicable law.
2. Unless otherwise indicated, the remuneration amounts stated in the Purchase Order are net amounts and will be increased by the applicable VAT at the rate in force on the date of the invoice.
3. Payment of the Supplier's remuneration shall be made by transfer to the Supplier's bank account within 30 days from the date of receipt of the invoice by ARPEV, unless otherwise indicated in the Purchase Order. The invoice shall be issued on the basis of an acceptance protocol signed by the Parties without reservation.
4. In the event that an early payment date is agreed between the parties, ARPEV reserves the right to withhold payment until the Supplier has properly and fully performed the contract, particularly in the event that the Supplier is delayed in performing the contract, there is a reasonable suspicion that the contract will not be performed on time, claims under claims and warranties, the Supplier has caused damage to ARPEV or other claims by ARPEV against the Supplier arise due to improper performance or execution of the contract.
5. In the event that the Delivery is not in conformity with the Order or a defect is found, ARPEV shall be entitled to withhold payment for the Delivery in question until the complaint procedure has been completed.
6. The Seller shall issue a VAT invoice to the Purchaser based on the goods issue document within 7 days of the delivery of the goods or the performance of the service, whereby the Purchaser hereby authorises the Seller to issue invoices without his signature.
7. The parties allow the possibility of sending electronic invoices to ARPEV: fakture@arpev.pl after signing document PJ.7.4-2 Attachment 1 "Agreement on sending e-invoices".
8. Payment is deemed to have been made when the ARPEV bank account is debited with a transfer order.
9. The Parties unanimously agree that payment of all receivables under the Agreement shall be made under the split payment mechanism referred to in the Value Added Tax Act of 11 March 2004, exclusively to the bank account indicated by the Supplier and included in the list of VAT taxpayers kept by the competent administration authority (the so-called White List), which applies both to bank accounts maintained in Polish zloty and in foreign currencies.
10. If payment cannot be made in the manner indicated in paragraph 9 above due to:
 - 10.1 the bank account number indicated by the vendor is missing from the White List, or
 - 10.2 failure by the Supplier to indicate, as appropriate for payment of the part of the gross price corresponding to VAT, the number of the bank account in Polish zloty appearing on the White List (this applies to cases where the Supplier indicates a bank account in foreign currency for payment of the net price), the ARPEV shall be entitled to withhold payment to the Supplier respectively: of the net amount due (in the case indicated in point 1) or of the part of the amount due corresponding to VAT (in the case indicated in point 2).
11. In the situation indicated in subclause 10 above, payment shall be made no later than within 7 working days from (respectively): the day following the Provider's notification to ARPEV that its bank account number appears on the White List (in the case indicated in subclause 10 item 1 above) or the day following the Provider's indication to ARPEV of the bank account number in Polish zloty appearing on the White List (in the case indicated in subclause 10 item 2 above).
12. The Parties agree that the occurrence of the circumstances referred to in paragraph 10 above shall relieve ARPEV of the obligation to pay default interest for the period between the payment date agreed in the Agreement and the date on which ARPEV has made the payments referred to in paragraph 11 above to the Supplier.
ARPEV declares that it has the status of a large entrepreneur within the meaning of the Act of 08 March 2013 on the prevention of excessive delays in commercial transactions.

§ 5 Guarantee and warranty

1. The Supplier guarantees that the completed object of the contract will be free from any physical and legal defects and corresponding to the Order, will be manufactured to the highest quality standards while complying with legal requirements and the best technical knowledge.
2. In the event that defects are discovered in the contract subject at the time of acceptance or at the time of commissioning, ARPEV shall be entitled to refuse to accept the contract subject, or any part thereof, and to withdraw from the Order.
3. The Supplier shall provide a 24-month guarantee on the subject of the contract, calculated from the date of execution of the contract, unless the Parties agree on a longer guarantee period.
4. The Supplier guarantees that the technical and performance parameters of the delivered Goods are in accordance with the requirements specified in the Purchase Order. For special processes the Supplier shall fulfil the requirements: ITS.8.4.3-01 Quality requirements for welded products, ITS.8.4.3-02 Quality requirements for soldered products, IML.8.4.3-01 Quality requirements for painted products, which are an integral part of the Purchase Order. Together with the delivery of the Goods, the Supplier shall also deliver all technical documentation and certificates required for the introduction of the Goods to the market, including the Polish market or resale of the Goods on the Polish market in accordance with the applicable laws and/or other documents specified in the Order, e.g. certificate 2.1, certificate 3.1, material attestations. Failure to comply with the obligation referred to in the preceding sentence shall be tantamount to a delay in performance by the Supplier.
5. In the event that defects in the contractual object are discovered during the guarantee period, ARPEV shall be entitled at its discretion to:

- 5.1 return the defective goods at the Supplier's expense and risk, in which case the Supplier, within 7 calendar days of the submission of ARPEV's statement of return, shall be obliged to collect the defective goods from ARPEV and to refund the entire sales price received for the defective goods. If the defective goods are not collected within the specified period, ARPEV shall be entitled, at its own choice and at the Supplier's expense and risk, to return the goods to the Supplier or to store or destroy or resell them.
- 5.2 reduction of the price of the contract item, in which case the Supplier shall be obliged to refund the sales price obtained in excess of the actual value of the defective contract item,
- 5.3 request for rectification of defects, in which case the Supplier shall be obliged, at its own cost and risk, to rectify the defects in the contract subject within 7 calendar days from the submission of the ARPEV's statement with the request for rectification.
6. In the event that a defective contractual object is used in the production process carried out by ARPEV or ARPEV's customers to whom the contractual object or ARPEV's product manufactured using the contractual object has been sold, the Supplier undertakes to repair the damage caused, as well as to refund the price/remuneration received for this defective contractual object. The damage caused by the use of the defective contractual object shall include, in particular:
 - 6.1 the value of the raw materials lost in production using the defective object of the contract,
 - 6.2 the cost of disposing of the defective product manufactured using the defective contract item and other waste generated in the production process,
 - 6.3 the costs of manufacturing the product using the defective object of the contract, including the labour costs of the employees, the cost of electricity or other fuels used in the production process, the costs of fluids and consumables used during that production, etc.
 - 6.4 costs connected with restoring the proper production process, including the costs of stopping the machinery and equipment and their restarting, costs of cleaning the machinery and equipment, changes in the removal of defective products, goods and other raw materials from the machine, removal of possible damage to the machinery and equipment created in connection with the use of a defective object of the contract, costs of replacing elements of the machinery and equipment created in connection with the use of a defective object of the contract
 - 6.5 the lost profits, including the commercial value of non-defective products that could have been produced by ARPEV during production with the defective object of the contract and during restoration of the correct production process, less the saved costs of this production.
7. If the Supplier fails to fulfil its obligations under the warranty or guarantee, within 7 days from the date of delivery of ARPEV's summons, ARPEV shall be entitled to rectify any defects in the subject matter of the Agreement, at the Supplier's expense and risk.
8. The provisions of the guarantee do not limit the rights of ARPEV under general law, including those relating to warranty and the Supplier's liability.
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§ 6 Contractual penalties

1. In the event of a delay in the performance of the Order or the Supplier's obligations under the warranty or guarantee, ARPEV shall be entitled to charge a contractual penalty of 0.1% of the net value of the Order for each day of delay.
2. If the Order is cancelled for reasons attributable to the Supplier, ARPEV will be entitled to a contractual penalty of 20% of the net value of the Order.
3. The total contractual penalties may not exceed 30% of the net value of the Order in question.
4. The contractual penalties will be payable within 14 days from the date of delivery to the Supplier of a demand for payment together with a notice of the contractual penalty and an accounting (debit) note.
5. ARPEV shall have the right to deduct the accrued contractual penalties from the Supplier's remuneration due for the performance of the Orders.
6. In the event that the amount of damage suffered by ARPEV exceeds the stipulated amount of the contractual penalty, ARPEV shall be entitled to claim additional compensation on general principles.

§ 7 Force majeure

1. The Parties shall not be liable for the partial or total non-performance of the Contract if it arises as a result of force majeure. Force majeure circumstances shall be deemed to be only those circumstances that arise after the conclusion of the Contract and could not have been foreseen by the Parties at the time of its conclusion. The Party on whose side the delay arose shall immediately make every effort to reduce the duration of the delay or its negative effects.
2. In the event of force majeure, the Supplier shall immediately notify ARPEV of its occurrence and specify the expected time of delay.
3. ARPEV reserves the right to withdraw from the Order in the event that performance becomes impossible or would not be meaningful for ARPEV due to an incurred or expected delay or other force majeure effects.

§ 8 Confidential information and business confidentiality ARPEV

1. The Supplier undertakes to treat as strictly confidential and not to disclose, use for its own purposes, in particular in connection with its business activities, without the prior express written consent of ARPEV - any information and documents, including in particular any technical, technological, financial, economic or legal data, including materials and documentation in this respect, trade secrets, organisational designs or business plans, results of market research and other information about ARPEV and/or its customers, suppliers, products, pricing rules and business methods obtained from ARPEV, regardless of whether the information is transmitted in written, electronic or oral form and regardless of the media on which it is recorded. The Supplier also undertakes to treat as confidential information concerning the volume of trade, prices charged, discounts, product specifications, logistical agreements, technological data.
2. The obligation set out in paragraph 1 shall not apply to information:
 - 2.1 which can be shown to have been in the Supplier's possession, prior to disclosure, lawfully and without breach of other contractual obligations, or
 - 2.2 which, at the time of disclosure to the Supplier by ARPEV, are generally known to the public or become known to the public at a later date other than through a breach of law, or a breach of an obligation committed by the Supplier, or
 - 2.3 which will be communicated to the Supplier after disclosure by ARPEV with an express written waiver of confidentiality or exemption from the prohibition on open use, or
 - 2.4 which have been disclosed in accordance with mandatory legal requirements or as a result of a ruling by an authorised public administration body or court, within the scope of their jurisdiction.
3. The prohibition on disclosure of confidential information shall apply for a period of 5 (five) years from the date of conclusion of the Agreement (confirmation of the Order by the Supplier), regardless of whether the confidential information is returned or destroyed. However, the expiry of the aforementioned period shall be without prejudice to the obligation to keep confidential those confidential information which will continue to constitute a business secret (trade secret) of ARPEV or the disclosure of which will be restricted by applicable regulations.
4. In the event of disclosure of confidential information by the Supplier, ARPEV shall have the right to demand from the Supplier payment of a contractual penalty in the amount of PLN 100,000 (in words: one hundred thousand PLN) for each case of disclosure of confidential information. The contractual penalties shall be payable within 14 days from the date of delivery to the Supplier of a demand for payment together with a notice of imposition of a contractual penalty and an accounting (debit) note. If the damage suffered by ARPEV exceeds the amount of the contractual penalty then ARPEV shall have the right to claim damages from the Supplier on general terms in an amount exceeding the amount of the reserved

contractual penalty.

5. The Supplier declares that it will not use confidential information for any purpose other than for the performance of the Order and that it will provide such information with due protection appropriate to its confidential nature. The obligation to keep the information confidential shall remain in force after the execution of the Order and may only be revoked with the written consent of ARPEV, on pain of invalidity.
6. The Supplier, without the prior written consent of ARPEV, shall not be entitled to refer in any publications, advertisements or in any other written or oral form to the fact of supplying ARPEV.

§ 9 Protection of the ARP e-Vehicles Sp. z o.o. trademark and the PILEA mark

The Supplier undertakes to obtain ARPEV's prior written consent to include the company's company name, trademark or logo of ARP e-Vehicles Sp. z o.o., as well as the PILEA trademark or logo on its website, list of contractors, in brochures, advertising and any other advertising and marketing materials. In such case, the Supplier undertakes to submit to ARPEV, together with the request for consent, a draft of the materials in which such data would be included. In the event of non-performance or undue performance by the Supplier of the obligations set out in the preceding sentences, ARPEV shall be entitled to charge a contractual penalty in the amount of PLN 100,000.00 (in words: one hundred thousand PLN) for each case of breach. The contractual penalties shall be payable within 14 days from the date of delivery to the Supplier of a demand for payment, together with a notice of imposition of a contractual penalty and an accounting (debit) note. In the event that the amount of damage suffered by ARPEV exceeds the stipulated amount of contractual penalty, ARPEV shall have the right to claim supplementary damages on general terms.

§ 10 Processing of Personal Data

1. In accordance with Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), the controllers of the personal data are ARPEV and the Supplier.
2. Each Party undertakes to perform, with respect to its employee or collaborator including members of the organs of the Parties, proxies or attorneys representing the Parties - regardless of the legal basis of such collaboration, whose data it makes available to the other Party, the information obligation incumbent on the other Party pursuant to Article 14 RODO. The information obligation shall be performed immediately, but no later than within 30 (thirty) days from the date of conclusion of this Agreement. The obligation referred to in the preceding sentence shall be fulfilled by providing these persons with an information clause, the model of which used by ARPEV is attached as Appendix 1 to the GTC, while maintaining the principle of accountability.
3. Personal data will be processed solely for the purpose of fulfilling the Agreement.
4. The basis for the processing of personal data is Article 6(1)(b) of the General Data Protection Regulation of 27 April 2016. (RODO).
5. Only employees and associates of ARPEV and the Supplier authorised to process personal data to the necessary extent will have access to personal data.
6. Personal data may be disclosed to processors, under an Entrustment Agreement and to other entities authorised by law.
7. Personal data will only be stored for the period necessary for the execution of the Order and the Contract.
8. ARPEV and the Supplier have the right to request access to the content of their data and the right to: their rectification, erasure, restriction of processing, to object; the right to withdraw consent at any time.
9. ARPEV and the Supplier have the right to lodge a complaint with the President of the Data Protection Authority if they consider that the processing of personal data violates the General Data Protection Regulation.

§ 11 Supplier's insurance

1. The Supplier shall be obliged to hold third party liability insurance within the scope of its business activity, covering liability for defects in the contract subject ordered by ARPEV for the sum insured of at least PLN 1 000 000, (in words: one million zlotys), however not less than the value of the Order.
2. Whenever requested by ARPEV, the Supplier shall produce a copy of the currently held policy referred to above. If a copy of the policy is not presented, ARPEV shall be entitled to rescind all, Orders not fulfilled as of the date of rescission, without any consequences on its side.
3. ARPEV is entitled to inspect the fulfilment process of its Orders at the premises of the supplier or its subcontractor and reserves the right to access all arrangements relating to the Order and all records relating to its fulfilment. The right of access also applies to ARPEV's customers and external controlling bodies.

§ 12 Final provisions

1. The invalidity, in whole or in part, of any provision of the Order or the GTCs shall not affect the validity of the remaining provisions thereof or of any agreement arising therefrom.
2. The Supplier shall not be entitled to assign any rights and obligations under the Order without the prior written consent of ARPEV.
3. Polish substantive and procedural law shall apply to the Order in its entirety.
4. Any disputes arising in connection with the Order shall be dealt with by the Court having jurisdiction over ARPEV's registered office.
5. In the event that the Order or the GTCs are used in Polish and in English or another language, the Polish language version shall prevail in the event of any discrepancy.
6. An integral part of the T&Cs is Appendix 1 - RODO information clause of ARP E-VEHICLES, the current content of which can be found on the website at: <https://arpev.pl/554/dla-kontrahentow>