

## **GENERAL TERMS AND CONDITIONS OF PURCHASE**

**(effective date: 2 May 2025)**

These General Terms and Conditions of Purchase (GTCP) shall form an integral part of any Order for Goods and Services placed by Cosmo Group Sp. z o.o., hereinafter referred to as the Buyer.

### **1. GENERAL PROVISIONS**

**1.1** The Seller shall manufacture and deliver the Goods/Services to the Buyer's premises, and shall transfer ownership to the Buyer in accordance with the Order and these General Terms and Conditions of Purchase.

**1.2** The detailed subject matter of the sale, date and place of issue/delivery or performance of the Service shall be specified in the written order.

The order number shall be referenced in the delivery notice, invoice, Goods Issued Note (WZ), acceptance report and all other transaction-related documents.

**1.3** Any item other than those specified in the Order may only be delivered with the prior written consent of the Buyer.

### **2. PAYMENT TERMS**

**2.1** The Seller's offers and price lists shall remain valid for at least 90 days from the date of delivery to the Buyer, unless otherwise agreed by the Parties.

**2.2** All prices for submitted and accepted Orders shall be fixed and not be subject to change. They shall include all taxes (except VAT), markups, insurance and all other costs incurred by the Seller in fulfilling the order up to the final delivery point designated by the Buyer. This shall also include all packaging, protection, reinforcement and securing materials, all necessary documents, accessories, tools and/or relevant instruments, as well as any charges related to the use of intellectual property rights, including third-party rights.

**2.3** Payment shall be made upon full and proper execution of the Contract, on the basis of a VAT invoice issued by the Seller. Properly issued Invoices shall be payable within 45 days, with the payment term starting from the delivery date of both the properly issued invoice and the complete final documentation related to the delivered Goods or Services (including certificates, permits, manuals, technical acceptance confirmations, marketing authorisations or any other documents agreed by the Parties). The Buyer shall have the right to withhold payment if the Goods or Services supplied by the Seller do not meet the requirements of the Order or do not comply with the technical conditions. In this case, the Seller waives its claims for interest (even on part of the price), liquidated damages or any other form of compensation.

**2.4** The Seller shall submit Invoices for completed Orders electronically to [faktury@cosmogroup.pl](mailto:faktury@cosmogroup.pl), to which the Buyer hereby gives its consent. All necessary final documents (certificates, acceptances, instructions or any other documents agreed by the Parties) shall be sent to the Buyer's e-mail address indicated at the time of placing the Order.



### **3. PACKAGING AND LABELLING OF GOODS**

**3.1** The Seller shall be obliged to issue and, if the Parties have agreed otherwise, to deliver the Goods packaged in a manner suitable for their properties and using means of transport that ensure proper carriage, adequate maintenance and protection, allowing the Goods to be preserved in a non-deteriorated condition.

**3.2** The Seller shall be obliged to label the Goods correctly in accordance with the applicable standards or the terms of the Order.

### **4. QUALITY**

**4.1** All Goods and Services delivered to the Buyer shall be of good quality, comply with any applicable regulations or standards for Goods or Services of the type in question, pose no risk to health, safety or the environment, meet the Buyer's requirements as set out in the Contract and be free from third party rights or claims.

In the event that the Goods or Services do not comply with the conditions specified in Clause 1 above and if this is revealed before the Goods or the Services are accepted by the Buyer, the Buyer shall have the right to refuse to accept them and to withdraw from the Contract in whole or in part.


**4.2** All requirements specified in the Buyer's quality systems shall be deemed terms of the Order as such. The Seller shall have a quality management system established and implemented. The Buyer or its representative shall have the right to carry out quality control and verify the quality management system of the Seller or of any subcontractor acting on behalf of and under the instructions of the Seller.

**4.3** The Seller shall provide the Buyer with any safety or environmental information that is related to the Goods and/or their processing, handling or use. To this end, the Seller shall seek information from the Buyer regarding any specific features of the agreed place of delivery. Such information provided to the Seller shall not limit the Seller's liability in any way. If the Seller is in breach of obligations concerning safety, health or the environment, the Buyer shall have the right to cancel the Order, whereas the Seller shall bear any resulting costs and liability.

**4.4** If all or part of a Delivery is rejected, the rejected Goods shall be stored and returned by the Buyer at the Seller's risk and expense. The Buyer shall have the right to charge all additional costs incurred for delivering faulty or defective Goods. Such costs shall include testing, examination, storage, transport and packaging.

### **5. ACCEPTANCE CONDITIONS**

**5.1** The Seller shall deliver the Goods / Services to the Buyer's premises in the quantity specified in the Order and in compliance with the content of the Order, applicable standards and regulations, as well as the technical conditions referenced in the Order by the Buyer, unless the Parties have agreed on a different method of delivery (or performance of the Service).





**5.2** The Buyer reserves the right to participate in quality and quantity inspections and to inspect the Seller's technical and production documentation.

**5.3** Unless otherwise agreed, all Goods shall be sold in accordance with the following terms: DDP Incoterms (as per the latest version issued by the International Chamber of Commerce) and shall be unloaded at the final place of delivery designated by the Buyer ("Delivery").

**5.4** Delivery and transport:

- The Seller shall inspect the Goods for compliance with the requirements of the Order, quality, weight and physical dimensions, as well as for damage to the Goods or their packaging.

- Goods shall be packed so as to avoid damage during transport and handling. If the Buyer so requests, the Seller shall collect the indicated packaging after delivery. The Goods shall be labelled with the Buyer's index, the name and quantity contained in the package, and there shall be an individual 1D or 2D code on the package to uniquely identify the contents, unless otherwise agreed by the Parties.

- Materials and packaging methods shall be selected by the Seller so as to minimise the cost of use and meet the following requirements: protection, storage, recyclability, energy efficiency and degradability.


- The Seller shall arrange transport of the Goods to the place of delivery in such a way as to avoid damage to the Goods and difficulties in unloading them at the Buyer's place of delivery. Liability for damage to or destruction of the Goods during transport shall be borne entirely by the Seller.

- The delivery dates agreed in the Order shall be final. If the Order is not fulfilled within the specified time, the Buyer shall have the right to cancel the Order and claim damages from the Seller, or to accept delivery and deduct liquidated damages from the amount due to the Seller. In the event of delayed delivery, the Buyer shall have the right to claim liquidated damages constituting 1% of the Order value for each full day of delay.

- In the event of a delay of more than 30 days, the Buyer shall have the right to withdraw from the Contract and consider that the Delivery/Service has not been provided. Under such circumstances, the Buyer shall have the right to claim damages, including compensation for actual loss and lost profits, or to purchase the Goods/Services from another supplier and claim reimbursement for the price difference.

- The Buyer shall notify the Seller of its decision regarding the deduction of liquidated damages no later than on the date of payment of the first Invoice following the delay. Such liquidated damages shall not prejudice the Buyer's right to claim compensation related to other aspects of the Seller's performance.

**5.5** Unless otherwise agreed, ownership of the Goods or Services shall pass unconditionally to the Buyer upon Delivery.





## **6. TECHNICAL DOCUMENTATION – OPERATING AND MAINTENANCE MANUALS**

The Seller shall deliver to the Buyer within the agreed timeframes, but no later than at the time of Delivery of the Goods or Services, technical documentation relating to the Goods or Services, such as operating and maintenance manuals, training manuals, drawings, technical data sheets, product safety sheets, factory inspection certificates, certificates of conformity and other necessary documentation.

Unless otherwise specified in the Order, the Delivery of software or Goods containing software shall include, for maintenance and/or adaptation purposes, all related source and object code. Such technical documentation or any special instruments in connection with the Orders shall remain the property of the Buyer and shall be deemed to be an integral part of the Goods within the meaning of these GTCP.

## **7. LIABILITY**


**7.1** The Seller shall be liable for any non-conformity of the Goods or Services with the Contract even if it becomes apparent after the Goods have been delivered to the Buyer.

**7.2** The Buyer shall have the right to lodge a claim in writing for the non-conformity of the Goods or Services with the Contract as soon as possible after discovering such non-conformity, but no later than 30 days from the date of its discovery, and in any event no later than 2 years from the date of Delivery, within the statutory warranty period.

**7.3** If the Goods or Services are not in conformity with the Contract in terms of quantity, the Buyer may, at its option, demand delivery of the missing Goods or withdraw from the Contract within 30 days from the date of discovering the non-conformity of the Goods. In the event that the Buyer requests delivery of missing Goods or Services, the Seller shall deliver the Goods immediately, but no later than within 3 days of the Buyer's request. If the Seller fails to comply with this time limit, the Buyer shall have the right to withdraw from the Contract within 30 days of the expiry of the time limit within which the Seller was obliged to provide the Goods or Services in accordance with the Contract.

**7.4** In the event of non-conformity of the Goods or Services with the Contract other than as set out in Clause 7.3, the Buyer may, at its option, require that the Goods/Services subject to claim be replaced with Goods/Services conforming with the Contract or that the non-conforming Goods/Services be repaired, or may withdraw from the Contract within 30 days of discovering the non-conforming Goods or Services. The Buyer shall have the right to repair the Goods/Services independently and charge the cost of repair to the Seller. In the event that the Buyer requests that the Goods/Services be replaced with those in conformity with the Contract or that the Goods/Services be repaired, the Seller shall be obliged to perform this action without delay, but no later than within 3 days of the Buyer's request. If the Seller fails to comply with this time limit, the Buyer shall have the right to withdraw from the Contract within 30 days of the expiry of the time limit within which the Seller was obliged to replace the Goods/Services subject to claim with Goods/Services in conformity with the Contract or to repair them. The Buyer shall have the right to compensation in accordance with Clause 8.

**7.5** In the event of the Seller's delay in fulfilling the obligations arising from a claim submitted by the Buyer, in order to ensure the continuity of production by the Buyer





or the entity for whom the Buyer placed the Order (hereinafter referred to as the Recipient), the Buyer reserves the right to carry out the repair or purchase a replacement from another supplier for the claimed batch of Goods or Service, charging the Seller with the costs incurred in connection with these actions.

**7.6** In the event of the Seller's delay in delivering the Goods/Services or rectifying any non-conformity of the Goods/Services with the Contract, the Buyer shall have the right to a contractual penalty of 1% of the price specified in the Order for each day of delay. The Buyer shall have the right to claim damages exceeding the amount of the reserved penalty, in particular as set out in Clause 7.

**7.7** The Seller shall provide the Buyer with a guarantee for a minimum period of 24 months from the date of delivering the Goods/Services to the Buyer, unless otherwise specified in the Order. As part of the guarantee, the Seller undertakes to rectify any defects arising during the guarantee period, or if rectification is not possible, the Seller undertakes to replace the defective Goods/Services with defect-free Goods/Services.

**7.8** The Seller's liability shall be excluded if the Goods or Services are used improperly or not for their intended purpose.

**7.9** If a defect is found in the Goods/Services, the Buyer shall be obliged to report this to the Seller immediately. Notification shall be made electronically to the Seller's e-mail address used when placing the Order. The Seller shall respond to the guarantee notification within a maximum of 5 working days from the date of receiving the Buyer's notification.

## **8. LIABILITY FOR DAMAGES**


Irrespective of the rights referred to in Clause 7, the Buyer shall have the right to claim damages for non-performance or improper performance of an obligation by the Seller. The compensation due from the Seller shall also include any penalties and damages that the Buyer shall be obliged to pay to the Recipient due to the non-performance or improper performance of an obligation by the Buyer for reasons attributable to the Seller.

## **9. INTELLECTUAL PROPERTY RIGHTS**

The Seller warrants that neither the Goods/Services nor the sale thereof contained in the Order shall exceed or infringe upon any trademarks, patents, copyrights or other rights of third parties. The Seller shall indemnify and hold Buyer harmless from and against any and all suits or claims, losses, costs, attorneys' fees, expenses and damages due to or arising out of any infringement of intellectual property rights. The Seller shall, at its own expense or at the request of the Buyer, indemnify the Buyer against any and all claims, proceedings and suits.

## **10. TERMINATION**

**10.1** The Buyer shall always have the right, even if the Seller is not in breach of any of its obligations, to suspend the Order for a period determined by the Buyer or to cancel the Order in whole or in part with three days' prior notice to the Seller. In the event of such cancellation, the Seller may charge the Buyer for the costs related to the Order and incurred up to the time of cancellation. The Seller shall be obliged to document all





costs incurred. If an intermediate product has been produced, the Buyer shall become its owner. The Seller shall not have the right to compensation for incidental or consequential damage or loss of profit.

**10.2** The Buyer shall have the right to cancel the Order with immediate effect without further obligation or liability if it has sufficient reasons to believe that the Seller will not be able to fulfil its obligations properly.

## **11. FORCE MAJEURE**

The Parties shall not be liable for failure to perform or for improper performance of their obligations under this Contract insofar as this is caused by events bearing the characteristics of "force majeure event." The Party affected by a force majeure event shall notify the other Party without undue delay from the date of its occurrence, failing which it shall forfeit any rights arising from the force majeure event. The deadline for performing the obligation shall be extended by the duration of the force majeure event.

## **12. CONFIDENTIALITY CLAUSE**

**12.1** The Seller undertakes to keep confidential all information received or obtained from the Buyer, whether in oral, written or tangible form and recorded on any information medium, including originals as well as copies, faxes, notes, bills, invoices and other documents related to the Buyer's business, including in particular the Buyer's contractors, unless such disclosure is made with the prior express written consent of the Buyer. Such information is hereinafter referred to as Confidential Information.


**12.2** The obligation set out above shall apply to all Confidential Information, regardless of whether the Seller has received it directly from the Buyer or through third parties acting on behalf of the Buyer.

**12.3** The obligation to maintain confidentiality shall include, in particular, the prohibition to make Confidential Information available to third parties in whole or in any part without the prior express and written consent of the Buyer, subject to the reservations set out below.

**12.4** The Seller undertakes to use Confidential Information only to perform the subject matter of this Contract.

**12.5** The obligation to maintain confidentiality shall not apply if the obligation to make Confidential Information available to third parties arises from applicable law and such third parties request the Seller to provide such information. The Seller shall be obliged to inform the Buyer of the above request immediately unless the provision of such information is prohibited by applicable law or the decision of the authority requesting the information. The Seller shall be notified as specified above, if possible, before the Information is given to the person authorised to request it.

**12.6** The obligation to maintain confidentiality shall apply for a period of 20 years from the date of termination of the Contract unless the information in question has lost its confidential nature due to prior public disclosure by the Buyer.



**12.7** The Seller undertakes to store all Confidential Information expressed in material form and provided to it by the Buyer, or which has come into its possession through third parties acting on behalf of the Seller, in such a way that it cannot be accessed by unauthorised persons.

**12.8** The Seller shall bear full liability for any breach of the obligations arising from these provisions and undertakes to fully compensate the Buyer for any damage incurred as a result of the Seller's failure to perform or improper performance of the provisions of this clause.

### **13. DISPUTE RESOLUTION**

The Parties declare their intention to resolve amicably any disputes arising out of the performance of this Contract, and in the event that no agreement is reached, the dispute shall be referred to the common court having jurisdiction over the Buyer's registered office.

### **14. ASSIGNMENT OF RECEIVABLES**

The Seller may not assign to any third party, in whole or in part, any receivables due from the Buyer without the Buyer's prior written consent.

### **15. INSURANCE**

The Seller shall be required to obtain and maintain a valid insurance policy throughout the term of the Contract, necessary to cover its third-party liability in accordance with these GTCP. The Seller unconditionally and irrevocably agrees to provide the Buyer with proof of insurance in accordance with any requirements specified by the Buyer regarding the scope of insurance, and undertakes to comply with such requirements, including those relating to third-party liabilities as well as obligations towards the Buyer.

### **16. SUBCONTRACTING**

If the Seller is authorised to subcontract all or part of the obligations arising from the Contract entered into to third parties, such subcontracting shall be at the Seller's sole expense and responsibility. The Seller shall inform all of its subcontractors of the provisions of these GTCP and the provisions of the Order, and shall provide them with all information regarding the Buyer's requirements, with the Buyer reserving the right to reject any of the Seller's subcontractors that do not meet these conditions.

### **17. GOVERNING LAW**

The Order shall only be supervised and interpreted in accordance with the laws applicable at the Buyer's registered office.

The United Nations Convention on Contracts for the International Sale of Goods of 1980 shall not be applicable.

### **18. CORRUPTION**

The Seller represents and warrants that it has not offered and will not offer any gift or commission, nor has it agreed or will agree to pay any commission to any employee,



intermediary, subordinate or representative of the Buyer in connection with the Order or any other agreement with the Buyer. If the Seller, or anyone acting on its behalf, violates the foregoing provisions, the Buyer may: cancel the Order and to recover from the Seller the amount of the loss incurred by the Buyer, resulting from the cancellation or recover in full from the Seller any loss incurred by Buyer as a result of a breach of this paragraph, regardless of whether the Order has been cancelled or not.

## 19. FINAL PROVISIONS

**19.1** Any amendments to these General Terms and Conditions of Purchase must be made in writing, failing which they shall be null and void.

**19.2** On behalf of the Seller, I hereby confirm the acceptance of the Order for execution in accordance with the terms and conditions set out above.

CEO

Artur Błażejowski



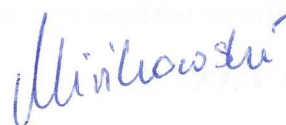
Artur Błażejowski

Prezes Zarządu

Date:

Senior Procurement Manager

Marcin Mińkowski



Date:

2.05.2025