



## GENERAL TERMS AND CONDITIONS OF PURCHASE SIKA AUTOMOTIVE ZŁOTORYJA SP. Z O.O.

### I. DEFINITIONS AND INTERPRETATION

#### 1. Definitions in the General Terms and Conditions of Purchase:

- a) **Supplier** - professional business entity selling and/or providing services to Sika Automotive Złotoryja Sp. z o.o. with registered office in Złotoryja;
- b) **Ordering Party** - Sika Automotive Złotoryja Sp. z o.o. with registered office in Złotoryja (KRS [National Court Register]: 249298; NIP [Tax Identification Number]: 8971710369; REGON [National Business Registry Number]: 020201013);
- c) **Parties** - the Ordering Party and the Supplier;
- d) **GTCPs** - General Terms and Conditions of Purchase of Sika Automotive Złotoryja Sp. z o.o.;
- e) **GTCPs** - General Terms and Conditions of Providing Services to Sika Automotive Złotoryja Sp. z o.o.;
- f) **Order** – an document prepared by the Ordering Party in writing or in document form, in which, in particular, the specification of the Goods and delivery conditions are defined;
- g) **Confirmation of Order completion** – an document prepared by the Supplier and delivered to the Ordering Party in writing or in document form. Confirmation of acceptance of the Order shall also mean the commencement of performance of the Order by the Supplier without its prior confirmation, provided that the Ordering Party has expressly declined such confirmation in the course of correspondence;
- h) **Goods** – an object of sale or delivery;
- i) **Agreement** - the Parties' agreement specifying the conditions of sale or delivery of the Goods. The Agreement shall also be understood as the Order submitted by Sika Automotive Złotoryja to the Supplier, subsequently confirmed by the Supplier, subject to Section 3 item 2, as well as the framework agreement or other civil law agreements concluded with the Supplier;
- j) **Supplier's remuneration** - the price specified in Section 9 item 1 of the GTCPs;
- k) **Document form** - within the meaning of Article 77<sup>2</sup> of the Civil Code, including in particular fax or electronic message (e-mail).

#### 2. In these GTCPs:

- a) Terms in bold and capitalized (or bold and beginning with a capital letter) and not otherwise defined shall have the meaning given to them in the GTCPs;
- b) Section, item and sub-item headings are for the clarity of text only;
- c) Unless the context otherwise requires, words in the singular shall also include the plural and vice versa;
- d) Annexes constitute an integral part of these GTCPs.

#### 3. The GTCPs constitute a model contract within the meaning of Art. 384 of the Civil Code.

### Section 1 General Provisions

1. These GTCPs are applicable to orders of Goods placed by Sika Automotive Złotoryja to Suppliers and cover the terms and conditions of Agreement between the Parties.

2. The GTCPs are valid if they are made available to the Supplier - prior to the conclusion of the Agreement - in electronic form (by providing in the Order the URL of the website where they are made available), or in writing, or as a document.
3. These GTCPs shall exclusively govern and regulate the cooperation of the Parties provided that:
  - a. Sika Automotive Złotoryja does not acknowledge contrary general terms and conditions of supply or general terms and conditions of the Supplier by confirming such acknowledgement in writing or in document form under pain of nullity;
  - b. The Order/Agreement does not contain more detailed or more far-reaching provisions.
4. These GTCPs are valid for all transactions concluded between the Parties under a given Agreement, without the need to indicate their content each time.
5. In case the Supplier uses its own provisions in the nature of contractual models (e.g. general terms and conditions of agreements) and their contradiction with the provisions of the GTCPs, the provisions of these GTCPs shall apply between the Parties.
6. Sika Automotive Złotoryja is certified by: DIN EN ISO 9001:2015 and IATF 16949:2016 (hereinafter collectively as: „**Standards**”). These Standards also apply to the Goods supplied by the Supplier. Upon request by Sika Automotive Złotoryja, the Supplier shall provide appropriate documentation confirming that the Supplier's Goods meet the aforementioned Standards.
7. Unless otherwise agreed between the Parties, delivery shall be made on a DDP basis (in accordance with Incoterms 2010) to the place of delivery specified by Sika Automotive Złotoryja in the Order.
8. The Supplier shall have current insurance covering all circumstances of the Supplier's liability under the Agreement, including business and product liability for at least the value of the particular Agreement and shall submit a copy of the liability insurance policy to Sika Automotive Złotoryja as evidence of this at the time of submitting its offer.
9. The Supplier shall provide uninterrupted third party liability insurance coverage to the extent stated in item 10 above for the duration of the Agreement with Sika Automotive Złotoryja.
10. The Supplier shall cooperate with Sika Automotive Złotoryja in the achievement of its main safety and environmental objectives, i.e. the reduction of health and accident risks for Sika employees and the reduction of negative environmental impact.

## **Section 2 Requests for Quotations and Offers**

1. The GTCPs also apply to requests for quotations by Sika Automotive Złotoryja and to offers by the Supplier. Quotation requests by Sika Automotive Złotoryja are not binding and do not result in any obligation on the part of Sika Automotive Złotoryja.
2. The Supplier shall comply with the terms and conditions set out in the quotation requests of Sika Automotive Złotoryja, clearly indicating any deviation from them. Submission of offers is free of charge and without obligation for Sika Automotive Złotoryja. For the preparation of an offer, no remuneration shall be payable to Sika Automotive Złotoryja for visits by the Supplier, preparation of plans, drawings by the Supplier, etc., unless expressly agreed otherwise in writing by the Parties.
3. The offer prepared by the Supplier shall be binding on the Supplier. Sika Automotive Złotoryja has the right to accept an offer within four weeks, counting from the date of its submission by the Supplier - on terms and conditions described in Section 3 below.
4. If delivery of the Goods will be subject to export control regulations, the Supplier is obliged to state this clearly in the offer.

## **Section 3**

## Orders

1. Only Orders submitted to the Supplier in written or in a document form are binding. The form of Order submission indicated in the first sentence of this item shall also apply to Supplier's acknowledgements of execution of Orders.
2. Unless Sika Automotive Złotoryja has expressly waived acknowledgement of execution of the Order by the Supplier, each acceptance of the Order shall be promptly (but no later than within 1 calendar day after receipt of the Order by the Supplier) confirmed by the Supplier with a binding delivery date. Confirmation of the Order or execution of the Order implies unconditional acceptance of these GTCPs.
3. Sika Automotive Złotoryja reserves the right to withdraw any Order in respect of which it has not received confirmation in writing or in a document form within 5 calendar days of the Order placement date.
4. Supplements or subsequent agreements to the Agreement must be confirmed in writing or in a document form by Sika Automotive Złotoryja in order to be effective.
5. The Supplier undertakes that the Agreement shall be performed on the basis of the standards and recommendations set out in the Agreement and any other documents annexed to and/or forming an integral part of the Agreement, as well as in accordance with the regulations applicable in both the country of the Ordering Party's and the Supplier's registered office, and any standards and best practices applicable to the type of the Goods ordered, as well as with these GTCPs.
6. In particular, the Supplier is obliged to comply with relevant regulations on marketing and safe use of chemical substances and their mixtures, relevant regulations on the transport of dangerous goods, relevant environmental protection regulations, e.g. with respect to the marketing of packaging in compliance with regulations, as well as other regulations applicable to the subject matter of the Agreement.

## Section 4 Deliveries

1. The delivery date indicated in the confirmation of Order execution is binding.
2. If the delivery of the Goods takes place earlier than agreed (hereinafter also as: "**earlier delivery**"), Sika Automotive Złotoryja reserves the right to specify to the Supplier the beginning of the date of payment of the amounts due under the VAT invoice as the date of delivery of the Goods determined in accordance with item 1 above (hereinafter also: "**delivery date**"), or send the Goods back at the Supplier's expense. If the Goods are not returned at the earlier delivery date, the Goods shall be stored by Sika Automotive Złotoryja until the delivery date at the expense and risk of the Supplier.
3. If the Agreement so provides, the Supplier shall be entitled to make partial deliveries. The terms for partial deliveries must be agreed between the Parties in writing or in a document form.
4. Without the consent of Sika Automotive Złotoryja no delivery of Goods shall be made in the quantity less or more than the quantity indicated on the Order. Sika Automotive Złotoryja reserves the right to examine the quality, condition and quantity of the Goods prior to acceptance.
5. Risk of damage to the Goods in transit shall be borne by the Supplier in each case, up to the point of acceptance of the Goods at the place of delivery indicated by Sika Automotive Złotoryja in the Agreement.
6. If it results from the characteristics of the Goods (e.g. it includes structural installations, machinery or other technical equipment), the Supplier shall be obliged to deliver with it the relevant documentation, including instruction manuals, technical documentation such as, among others: design plans, circuit diagrams; CE certificates, Declaration of Conformity, Risk Assessment, etc., in the Polish language.

7. If an obligation on the part of the Supplier to produce quality certificates for the Goods has been agreed, such certificates will form an essential part of the Goods and will be delivered to Sika Automotive Złotoryja at the latest together with the Goods.
8. The Goods shall be deemed to have been delivered - depending on the provisions of the Order/Agreement - when the Goods are delivered to Sika Automotive Złotoryja, or when they are accepted by Sika Automotive Złotoryja, or when the Goods are delivered to the delivery location specified by Sika Automotive Złotoryja, or when conformity testing has been carried out and successfully completed by Sika Automotive Złotoryja.
9. The Supplier shall provide, together with the delivery, a delivery note which contains, among others, the following data: the Sika Automotive Złotoryja Agreement number, item number, description of the Goods, the number of the Goods and the quantity of the Goods or the number of the unit of measure of the Goods ordered. If these data are missing in the delivery document or if the delivery document is not delivered to the Ordering Party, the delivery shall be considered as incorrectly made.
10. The Supplier shall notify Sika Automotive Złotoryja immediately (in writing or in a document form under pain of invalidity) as soon as it learns of risk of delay in delivery, stating the reasons and the duration of the expected delay.
11. The Supplier shall compensate for any damage caused by the delay. Acceptance by Sika Automotive Złotoryja of delayed delivery shall not constitute a waiver of any claims for damages by the Ordering Party.
12. If the deadlines agreed between the Parties are not met due to circumstances for which the Supplier is responsible, Sika Automotive Złotoryja shall be entitled - irrespective of any claims for damages - to:
  - a) withdraw from the Agreement after the expiry of an appropriate period of grace set by the Ordering Party, whereby, if Sika Automotive Złotoryja exercises its right of withdrawal in a situation where partial deliveries have been made to it (as referred to in item 3 above), the withdrawal shall be effective for the future;  
or
  - b) purchase replacement goods at the Supplier's expense.
13. If the Supplier is in delay with the commencement of production of the Goods, or part thereof, and it is not probable that the Supplier will be able to deliver the Goods within the agreed period of time, Sika Automotive Złotoryja may withdraw from the Agreement before the expiry of the period for delivery of the Goods without setting an additional period of time.
14. In the event of Force Majeure (e.g. natural catastrophe, war, riots, government intervention, energy failure, strike), Sika Automotive Złotoryja may at its option either partially or completely withdraw from the Agreement or demand delivery at a later date without any claim by the Supplier against Sika Automotive Złotoryja.
15. In the event of Force Majeure, the Supplier shall provide Sika Automotive Złotoryja with all possible and necessary information and shall take all steps to fulfil its obligations to Sika Automotive Złotoryja despite these circumstances.
16. If Sika Automotive Złotoryja is prevented from accepting and/or receiving delivery due to Force Majeure, this shall not be considered as default by the debtor.

## **Section 5**

### **Additional Costs, Packaging**

1. If the Parties so agree, in writing or in a document form under pain of invalidity, Sika Automotive Złotoryja shall bear the costs of transport and/or insurance of the Goods in part or in whole. In such case, Sika Automotive Złotoryja reserves the right to choose the carrier or forwarder and/or insurer to whom the Supplier shall assign the transport or with whom the Supplier shall insure the

Goods.

2. The assumption by Sika Automotive Złotoryja of the obligation to bear transport and/or insurance costs does not exclude the Supplier's risk as specified in Section 4.5 above.
3. The Goods to be delivered must be packed properly and in accordance with the instructions of Sika Automotive Złotoryja, including the necessary shipping documents, and the delivery must be made to the location indicated by Sika Automotive Złotoryja in the Agreement. Packaging and shipping costs shall be borne by the Supplier.
4. Return of packaging of the Goods requires separate arrangements.

#### **Section 6 Proper Quantities and Units of Measure**

1. The units of measure (e.g. kg, m<sup>2</sup>, mb) and the quantity data specified by Sika Automotive Złotoryja are appropriate for calculating the ordered and delivered Goods.
2. The values determined by Sika Automotive Złotoryja at the place of delivery are binding for delivered Goods. These values relate above all to the size, quantity and dimensions of the delivered Goods. If the Supplier has delivered more Goods than specified in the Order, the Supplier shall not be entitled to claim any reimbursement. If it turns out that the Supplier has delivered fewer Goods than the quantity specified in the Order, Sika Automotive Złotoryja shall be entitled to demand to deliver the missing quantity of Goods or to reduce the purchase price.

#### **Section 7 Protective Rights**

1. The Supplier shall be responsible for ensuring that no third-party rights in the Republic of Poland are infringed in connection with its deliveries.
2. If a third party asserts claims against Sika Automotive Złotoryja on the grounds referred to in item 1, the Supplier shall indemnify Sika Automotive Złotoryja against such claims at the first written request of Sika Automotive Złotoryja. Sika Automotive Złotoryja shall not be entitled to enter into any agreement, in particular, any settlement, with the third party claimant without the consent of the Supplier.
3. This obligation of the Supplier to indemnify Sika Automotive Złotoryja against third party claims relates to all expenses that arise for Sika Automotive Złotoryja from or in connection with the third party claim.

#### **Section 8 Price and Remuneration**

1. The price indicated in the Order/Agreement, increased by the applicable VAT, is a lump sum price and excludes any additional remuneration claims of the Supplier.
2. A VAT invoice shall be issued by the Supplier after proper performance of the Agreement, unless agreed otherwise, within 30 days from the date of completion of the Agreement and shall be delivered to the Ordering Party's registered address.
3. The VAT invoice, referred to in item 2 above, should contain in particular such data as: complete number of the Agreement, item number, description of the Goods, number of the Goods as well as quantity of the Goods or numbers of the ordered unit of measure.
4. If the Supplier issues a bill instead of a VAT invoice, the provisions concerning VAT invoices shall apply accordingly.

5. The payment period starts as soon as the VAT invoice is received by Sika Automotive Złotoryja. Sika Automotive Złotoryja shall be entitled to pay within 14 days with a 3% discount (if the Parties have agreed on such a form of settlement) or within 30 days after receipt of the VAT invoice in full.
6. The day of payment shall be the day of crediting the bank account of Sika Automotive Złotoryja. If the due date falls on a public holiday or Saturday, payment shall be made on the next business day which is not a public holiday or Saturday.
7. Payment does not mean, however, that any claims under the Agreement are waived.
8. If the Supplier has delivered the Goods before the agreed date, the date of delivery of the Goods as determined in accordance with Section 4 item 1 shall be deemed the initial date of payment.
9. If Sika Automotive Złotoryja finds defects in the Goods or errors in the VAT invoice issued by the Supplier, the entire amount due for the delivery of the Goods, covered by a particular VAT invoice, shall be suspended until the defects or errors are removed. The due date for payment shall then count from the date of receipt by Sika Automotive Złotoryja of the corrective invoice.
10. Suspension of payment shall not affect other obligations of the Supplier, including the obligation to perform subsequent Agreements.

### **Section 9 Reservation of Title, Tools**

1. The Supplier undertakes to use materials supplied by Sika Automotive Złotoryja exclusively for the performance of the Agreements on its behalf. The Supplier shall mark such materials as belonging to Sika Automotive Złotoryja and shall store and take care of them separately.
2. Sika Automotive Złotoryja shall become the owner of the items produced by the Supplier from the materials supplied to it.
3. In the event that Sika Automotive Złotoryja supplies parts to the Supplier, it shall remain the owner of those parts (reservation of title). Processing or transformation by the Supplier shall be carried out for Sika Automotive Złotoryja. If the Goods of Sika Automotive Złotoryja subject to reservation of title are processed with other items not belonging to Sika Automotive Złotoryja, it becomes co-owner of the new item resulting from the processing in the ratio of the value of the Goods/material of Sika Automotive Złotoryja (selling price including VAT) to the value of the other processed items at the time of processing.
4. If the item delivered by Sika Automotive Złotoryja is inseparably mixed with other items not belonging to it, Sika Automotive Złotoryja becomes co-owner of the new item resulting from the mixing in a ratio corresponding to the value of the item subject to reservation (selling price including VAT) to the value of the other mixed items at the time of mixing. If the mixing takes place in such a way that the value of the Supplier's item is significantly higher than the value of the other mixed items, it is agreed that the Supplier will return to Sika Automotive Złotoryja the equivalent of the items that previously belonged to Sika Automotive Złotoryja.
5. With respect to the materials supplied and the items manufactured therefrom, the Supplier shall be liable in particular for any damage, loss, theft, destruction, disappearance and defacement for which it is not responsible.
6. Tools, models and other aids which are made by the Supplier for the performance of the Order shall become the property of Sika Automotive Złotoryja as soon as they are made. The Supplier shall clearly mark such items as being the property of Sika Automotive Złotoryja.
7. The Supplier is obliged to care for and maintain the items indicated in items 1-4 and 6 above. Expenditures necessary for these items will be included in the price. In case of damage, loss or missing of the above-mentioned items, the Supplier shall be obliged to restore the previous state or to replace the lost items with the same ones.

8. Sika Automotive Złotoryja reserves the ownership of the tools. The Supplier shall use the tools only to manufacture the Goods ordered by Sika Automotive Złotoryja. After execution of the Agreement or in case of delivery difficulties, the tools will be returned immediately and free of charge upon request by Sika Automotive Złotoryja. The Supplier shall insure the tools belonging to Sika Automotive Złotoryja against damage by fire, water and theft, at its own expense for an amount equal to the value of the new tools. Upon conclusion of the above insurance agreement, the Supplier shall assign all claims for damages arising therefrom to Sika Automotive Złotoryja.
9. The Supplier shall carry out all necessary maintenance and inspection work on the tools of Sika Automotive Złotoryja, as well as any work to keep them in good and serviceable condition. The Supplier shall immediately notify Sika Automotive Złotoryja of any hindrance to the performance of these obligations. Sika Automotive Złotoryja may claim compensation for any damage resulting from culpable failure to comply with these obligations.
10. All samples, drawings, sketches and illustrations, etc., that are submitted shall remain the property of Sika Automotive Złotoryja. The copyright in them shall remain solely with Sika Automotive Złotoryja. They may not be copied or reproduced without the prior written consent of Sika Automotive Złotoryja under the pain of being declared null and void. Documents made available for the preparation of the offer shall be returned to Sika Automotive Złotoryja together with the offer.

## **Section 10**

### **Third-Party Rights, Copyright**

1. If the Supplier, as part of the performance of the Agreement, creates (by itself or in cooperation with third parties) works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights, it agrees that all copyrights to the works created as part of the performance of the Agreement shall pass to Sika Automotive Złotoryja upon their fixation.
2. Within the remuneration referred to in Section 8, the Supplier transfers to Sika Automotive Złotoryja all of the author's economic rights to the works referred to in item 1 above, without territorial and time limitations, to use and dispose of them in all fields of exploitation indicated in letters a-c below, as well as other fields of exploitation known at the time of concluding the Agreement, including in particular:
  - a) in terms of their fixation and multiplication, making this by techniques:
    - printing,
    - reprographic,
    - magnetic recording,
    - digital;
  - b) within the scope of trading the original or copies on which the work has been recorded, by performing the following activities:
    - i) marketing,
    - ii) lending or leasing of the original or copies,
    - iii) using them as part of applications and submissions to public authorities;
  - c) within the scope of dissemination or other use of the work in a manner other than specified in letter b) above, by:
    - i) public exhibition, display, reproduction, broadcasting and re-broadcasting;
    - ii) making the work available to the public in such a way that each person or group of recipients can have access to it at a time and place chosen by them, or strictly specified by the person making it available, including making the work available on websites and other forms of making it available in computer networks;
    - iii) use in research, analysis, forecasts, lectures or presentations, including in cooperation with other entities that would in this way gain access to the content of the work;
    - iv) use of all or part of the work in descriptions of projects created with the aid of the work or on the basis of the work, including inventive projects;
    - v) use of all or part of the work in any application or request to any public authority, including in public aid or public procurement proceedings;

- d. In the event that one or more new fields of exploitation are created that apply to the use of the work, the Supplier hereby undertakes to transfer to Sika Automotive Złotoryja the proprietary copyrights in the newly created fields of exploitation within the scope of the remuneration paid;
  - e. Upon the acquisition of the proprietary copyrights the Supplier transfers to Sika Automotive Złotoryja the right to exercise any and all subsidiary rights in the fields of exploitation listed in items a-d above. Furthermore, the Supplier grants Sika Automotive Złotoryja permission to make changes to the work, to modify it and to create derivative works;
  - f. The Supplier agrees not to exercise any personal copyrights against Sika Automotive Złotoryja or any third party. The Supplier further authorizes Sika Automotive Złotoryja to decide on the manner and scope of exercising its moral rights, including anonymous distribution of the work;
  - g. Upon purchase of the work, Sika Automotive Złotoryja shall acquire ownership of the medium or object on which it is recorded;
  - h. The price referred to in Section 8 item 1 of the Agreement shall include the remuneration for the Supplier for transferring its proprietary copyrights to the work in all fields of exploitation listed in letters a) through d) above and for transferring its right to exercise derivative rights to the work in all fields of exploitation listed in letters a) through d) above, as well as for transferring ownership of the media on which the work has been recorded;
  - i. The Supplier represents that the transfer of all rights to the work created by it as a result of or in connection with the performance of the Agreement, as well as the distribution of the work and its use by Sika Automotive Złotoryja, shall not infringe the rights of third parties;
  - j. The Supplier undertakes that it shall not take any action that may result in infringement of any rights of Sika Automotive Złotoryja in the work and that it shall immediately notify Sika Automotive Złotoryja of any situation in which such rights may be infringed.
4. The Supplier guarantees that all Goods delivered by it under the Agreement are free from any third party property rights (including but not limited to patents, trademarks, copyrights and related rights). The Supplier guarantees in particular that the provision to and use by Sika Automotive Złotoryja of the delivered Goods does not infringe any patents, licenses or other rights of third parties.
  5. In the event that third parties make any claims against Sika Automotive Złotoryja for infringement of their rights to works, including in particular copyright and related rights, the Supplier shall reimburse Sika Automotive Złotoryja for all reasonable costs incurred as a result of such third party claims. If such claims are made, the Supplier shall cooperate with Sika Automotive Złotoryja and take appropriate action to defend Sika Automotive Złotoryja against such claims.
  6. Upon any request by Sika Automotive Złotoryja, the Supplier shall immediately draw up a written record confirming the list of works whose rights have been transferred to Sika Automotive Złotoryja under the Agreement.

## **Section 11 Warranty and Guarantee**

1. The Supplier shall be responsible for any physical and legal defects in the Goods and shall be liable for any damage (including lost profits) caused by incorrect performance and/or non-performance of the Agreement.
2. The Supplier may subcontract all or part of the Agreement only with the prior express written or documentary consent of Sika Automotive Złotoryja, otherwise being null and void.
3. The Supplier shall be liable for all acts and omissions of its Subcontractors, including in particular the quality and timeliness of deliveries, as well as for its own acts and/or omissions.



4. Under the Agreement, the Supplier is obligated to deliver Goods free from physical and legal defects. Physical defects shall be considered in particular quantity and quality shortages, as well as failure to provide required documentation concerning the Goods. The warranty for physical defects is not lost if the Supplier knew about the defect or assured Sika Automotive Złotoryja that the defect did not exist (concealed defects).
5. Sika Automotive Złotoryja conducts statistical control of the quality and quantity of the delivered Goods.
6. Sika Automotive Złotoryja shall not be obliged to carry out any other or further examination of the Goods than that set out in item 5 above and the Supplier shall not be entitled to any additional rights, in particular, the Supplier shall not be entitled to claim that Sika Automotive Złotoryja failed to comply with its statutory obligation to examine the Goods in due time.
7. If the statistical quality control shows that the delivered Goods do not meet the standards applicable to Sika Automotive Złotoryja, Sika Automotive Złotoryja shall be entitled to return the entire Goods at the expense and risk of the Supplier. Defects not determined during statistical quality control shall be considered as concealed defects.
8. Sika Automotive Złotoryja shall immediately report any detected defects in writing or in a document form to the Supplier.
9. In the event of detecting quantitative or qualitative defects, the whole amount due under the given invoice /bill, according to Section 8 item 9, shall be withheld.
10. The Supplier guarantees that its delivery shall be in accordance with the specifications, drawings, samples and/or description determined by Sika Automotive Złotoryja and that these are state of the art and that the Goods delivered by it are fit for purpose and free from defects and faults.
11. The Supplier shall ensure that deliveries are carried out in compliance with the accident prevention regulations, other labor protection regulations and the generally recognized technical safety and occupational health regulations applicable in the Republic of Poland. In the event of non-compliance, the delivery shall be deemed not to have been carried out correctly.
12. During the warranty period, Sika Automotive Złotoryja may, in respect of defects claimed, at its option, in addition to its statutory rights, demand immediate and free of charge removal of the defects or replacement of the defective Goods, as well as claim reimbursement of all additional costs incurred to it, no later than within 30 (thirty) days of the date the defect was reported. Early approval by Sika Automotive Złotoryja of the Supplier's drawings and calculations shall not affect the Supplier's liability under the warranty.
13. Defects are to be remedied without delay, i.e. as soon as possible, taking into account the objective technical circumstances which accompany the remedy of a defect in a particular Goods. In cases of urgency, Sika Automotive Złotoryja shall have the right to acquire the necessary replacement materials at the expense of the Supplier or to repair damaged or defective Goods at its expense. Further claims of Sika Automotive Złotoryja, in particular, the right to withdraw from the agreement, to reduce the price and/or to claim damages, remain unaffected.
14. Sika Automotive Złotoryja may either keep the Goods subject to the notice of defect in deposit at the expense and risk of the Supplier or send them back to the Supplier at its expense and risk.
15. In case of defects that only become apparent during the handling or processing of the Goods, Sika Automotive Złotoryja shall be entitled to claim reimbursement from the Supplier.
16. If a defect in the Goods becomes apparent after delivery to the counterparties of Sika Automotive Złotoryja, subject to item 1 above, Sika Automotive Złotoryja shall be entitled to claim reimbursement of all costs incurred as a result (including the cost of delivery of the Goods to the counterparty).

17. In the event that the defect of the Goods becomes apparent after its installation, Sika Automotive Złotoryja is entitled to claim reimbursement of the costs associated with the removal and installation of a new, defect-free product or its replacement.
18. The warranty period is 2 (two) years from the date of delivery of the Goods.
19. Unless otherwise agreed by the Parties, the Supplier grants Sika Automotive Złotoryja a guarantee period of 36 months from the date of delivery. If Sika Automotive Złotoryja exercises its guarantee rights, after exercising them (i.e. delivering a defect-free item instead of the defective one / making a repair), the guarantee period indicated in sentence 1 shall be extended by another 36 months.
20. The time limit for Sika Automotive Złotoryja to lodge a claim is 10 (ten) calendar days after delivery (in the case of apparent defects) or after the defect becomes apparent (in the case of concealed defects).

## **Section 12 Liability for Hazardous Product**

In the event that any third party asserts a claim against Sika Automotive Złotoryja arising out of a breach of safety regulations or national or foreign product liability laws to the extent that such breach is related to a defect in the Supplier's Goods resulting from the characteristics of such products (in particular when due to a defect in the Goods supplied by the Supplier Sika Automotive Złotoryja shall be obliged to immediately recall the products from the market and/or warn the consumers, and/or recall the product from the consumers and destroy it), Sika Automotive Złotoryja shall be entitled to claim from the Supplier compensation for any damage caused by the defectiveness of the Supplier's products.

## **Section 13 Contractual Penalties**

1. In case of delay in the delivery of the Goods, the Supplier shall pay Sika Automotive Złotoryja a contractual penalty in the amount of 0.5% of the net value of the Agreement for each day of delay. The contractual penalty referred to in the first sentence of this item shall not exceed 5% of the net value of the Agreement.
2. If the effect of non-performance and/or improper performance of the Agreement is limitation or suspension of production, the Supplier shall pay a contractual penalty equal to 100% of the net value of the Agreement.
3. If Sika Automotive Złotoryja has withdrawn from the Agreement for reasons for which the Supplier is responsible, the Supplier shall pay Sika Automotive Złotoryja a contractual penalty equal to 50% of the net value of the Agreement.
4. If the Supplier delays in repairing defects revealed during the warranty or guarantee period, or in exercising other rights of Sika Automotive Złotoryja under the warranty and/or guarantee - it shall pay Sika Automotive Złotoryja a contractual penalty in the amount of 10% of the net value of the Agreement for each day of delay.
5. The contractual penalties stipulated in this Section do not exclude the right of Sika Automotive Złotoryja to claim damages on general terms in excess of their amount.
6. The Supplier agrees to deduct the contractual penalties referred to in this Section from the remuneration of the Supplier.

## **Section 15 Confidentiality**

1. The Supplier shall keep strictly confidential any illustrations, drawings, calculations, other documents and information received from Sika Automotive Złotoryja. They shall only be made available to third parties with the express written consent of Sika Automotive Złotoryja. The

obligation of confidentiality continues after the execution of the Agreement. The obligation of confidentiality shall cease when the manufacturing knowledge contained in illustrations, drawings, calculations and other documents has become generally known.

2. In case of breach of the confidentiality obligation by the Supplier, the Supplier shall pay Sika Automotive Złotoryja a contractual penalty of € 50,000.-- (in words: fifty thousand euro) for each case of a breach.
3. Sika Automotive Złotoryja shall be entitled to claim damages from the Supplier on general terms in excess of the amount of the contractual penalty stipulated in this Section.

#### **Section 16 Final Provisions**

1. The Supplier may use the Sika Automotive Złotoryja logo and/or references to the business relationship with Sika Automotive Złotoryja in commercial information and/or documents and/or advertising material only after the express written consent of Sika Automotive Złotoryja. This consent may be withdrawn by Sika Automotive Złotoryja.
2. Sika Automotive Złotoryja may amend the provisions of these GTCPs in accordance with applicable law in order to adapt them to the current market situation, generally applicable law or internal policy of Sika Automotive Złotoryja. The change of the GTCPs provisions will be applicable to the Agreements concluded after the modified GTCPs become available.
3. These GTCPs are exclusively governed by Polish law.
4. In case of any doubts as to the interpretation, the Polish version of the GTCPs is binding.
5. In matters not regulated in the GTCPs, the relevant provisions of the Civil Code shall apply.
6. The Parties undertake to resolve any doubts concerning the interpretation of these GTCPs by way of consultation.
7. If no agreement can be reached through consultations, all disputes arising from the application of these GTCPs shall be settled by the common court of law having jurisdiction over the registered office of Sika Automotive Złotoryja.
8. If one or more provisions of these GTCPs is or will become invalid or ineffective, this shall not affect the validity or effectiveness of the remaining provisions.
9. The rights and obligations of the Supplier arising from the legal relationship with Sika Automotive Złotoryja based on these GTCPs cannot be transferred to third parties.
10. Changes to the provisions of the GTCPs must be made in writing or otherwise shall be null and void.

## **II. GENERAL TERMS AND CONDITIONS OF PROVIDING SERVICES TO SIKA AUTOMOTIVE ZŁOTORYJA SP. Z O.O.**

### **Section 1 General Provisions**

These General Terms and Conditions of Providing Services are an integral part of the General Terms and Conditions of Purchase and apply to the provision of services by the Principal to Sika Automotive Złotoryja.

1. Definitions in the General Terms and Conditions of Providing Services:
  - a) **Service Provider** – a professional business entity providing services to Sika Automotive Złotoryja Sp. z o.o. with registered office in Złotoryja;

- b) **Customer / Sika Automotive Złotoryja** - Sika Automotive Złotoryja Sp. z o.o. with registered office in Złotoryja (KRS [National Court Register]: 249298; NIP [Tax Identification Number]: 8971710369; REGON [Tax Identification Number]: 020201013);
- c) **Service** - any service provided to Sika Automotive Złotoryja by the Service Provider;
- d) **Substitute Performance** - the commissioning by the Customer of the execution of work or works at the expense and risk of the Service Provider, in the event of non-performance or improper performance of the Agreement by the Service Provider, including if the Service Provider fails to remedy identified defects or irregularities of the Service within the period of time set by the Customer.

## **Section 2 Subject Matter of the Services**

1. In the Order, Sika Automotive Złotoryja shall inform the Service Provider about the need for the provision of Services specifying the subject matter and the timeframe for completion.
2. The Service Provider is obliged to verify that:
  - a) documents - are correct, complete, legible and sufficient to properly perform the Service;
  - b) materials and raw materials - are suitable for the proper performance of the Service.
3. The Service Provider shall inform Sika Automotive Złotoryja - in a document form or in writing - of any irregularities which could affect the performance of the Service prior to the conclusion of the Agreement.

## **Section 3 Modifications to the Service**

1. Sika Automotive Złotoryja shall be entitled to modify the subject matter and conditions of the commissioned Service. The modification may also concern a partially completed Service.
2. If the modification requested by Sika Automotive Złotoryja significantly affects the nature of the previously commissioned or partially executed Service, the Service Provider shall specify the date of the modified Service and the remuneration. The Service Provider does not have the right to claim additional remuneration for modifications made by itself if were not ordered by the Customer.
3. The Service Provider has the right to refuse to perform modified Services if the Parties fail to agree on the terms and conditions set out in item 2 above.
4. Any modifications to the subject matter and conditions of the commissioned Services must be made in writing or in a document form under pain of being declared null and void.

## **Section 4 Obligations of the Customer**

Sika Automotive Złotoryja undertakes to cooperate with the Service Provider to the extent necessary to perform the Agreement between the Parties.

## **Section 5 Obligations of the Service Provider**

1. The Service Provider shall perform the Services with the utmost care and the highest safety standards under the terms of the Agreement as well as in accordance with the recommendations and directions of Sika Automotive Złotoryja. If the subject of the Agreement also involves the supply or installation of certain Goods, the Service Provider shall ensure that the Goods supplied by it are free from defects, fully operational and ready for operation/use.
2. Prior to the commencement of the work, the Service Provider must provide Sika with a current insurance policy, with a section for joint insured.
3. The Service Provider will be held fully liable for any damage resulting from a breach of Sika's safety rules.

4. If the Service Provider uses its own machinery, equipment and tools on the premises of Sika Automotive Złotoryja Sp. z o.o., these must be kept under lock and key when not in use. Sika accepts no liability for lost or stolen machinery, equipment or tools.
5. The Service Provider shall not use tools, machinery or other equipment belonging to Sika Automotive Złotoryja Sp. z o.o. If this is not possible for technical or organizational reasons, the Service Provider shall be fully responsible for any costs and potential liabilities arising from the use. A formal agreement between Sika Automotive Złotoryja Sp. z o.o. and the Service Provider must also be signed.  
The contractor must declare:
  - that the equipment has been checked and confirmed to be in proper condition for the functionality of the safety devices.
  - that its personnel are properly trained in the use of the identified equipment.
  - In the case of leased equipment, there must be a directly signed agreement between the leasing company and the Service Provider.
6. Upon completion of the work, any equipment supplied by Sika must be returned immediately in the same condition in which it was taken.
7. The Sika coordinator overseeing the service will not sign off on the completion report until the equipment has been inspected and found to be in proper condition.
8. The Service Provider shall have the necessary skills and experience and (where legally required) the licenses and permits needed to properly perform the Service, as well as the necessary technical and personnel capability.
9. The Service Provider shall ensure that all persons assigned by it to perform Services for Sika Automotive Złotoryja are appropriately qualified, experienced, trained as well as legally authorized to properly perform the Services.
10. The Service Provider is responsible for the acts and omissions of the persons indicated in item 3 above like for its own action or omission.
11. If the Service involves the delivery or installation of Goods and it is justified by objective performance/technological reasons, the Service Provider shall ensure that Sika Automotive Złotoryja is supplied with the necessary spare parts (together with their technical documentation) for the delivered or installed Goods for a period of ten years from the Acceptance date specified in Section 6.
12. If the Service Provider is unable to meet the obligation referred to in item 5 above, it undertakes to indicate to the Customer a new/alternative source of spare parts with properties and functions comparable to those originally delivered.

## **Section 6 Acceptance of Services**

1. If it is justified by the nature of the Service provided, Sika Automotive Złotoryja shall perform the acceptance of the Service within 5 days, counted from the notification of Sika Automotive Złotoryja by the Service Provider - in written or a document form - of the completion of the Service (hereinafter: "**Acceptance**").
2. Not later than on the date of Acceptance, the Service Provider shall provide Sika Automotive Złotoryja with all the necessary documents relating to the Service (such as certificates, operating instructions, maintenance instructions, spare parts lists, etc., which must be in Polish) with the help of which Sika Automotive Złotoryja will assess whether the Service has been performed correctly and flawlessly. If requested by Sika Automotive Złotoryja, the Service Provider shall provide the above documents before the scheduled Acceptance date.
3. The acceptance protocol shall be made in writing under pain of being declared null and void. The acceptance protocol shall state whether the Service has been performed correctly and is free of defects.

4. The signing of the acceptance protocol by Sika Automotive Złotoryja shall be considered as acceptance of the Service as delivered. The Service shall not be deemed to have been performed in an implied or partial manner.
5. If it is determined that the Service has been performed in a defective or incorrect manner, Sika Automotive Złotoryja: (i) refuses to sign a defect-free acceptance report, (ii) enters the defects or irregularities found in the acceptance report and (iii) gives the Service Provider an additional period within which the Service Provider shall be obliged to remove the defects or irregularities found.
6. After the Service Provider has remedied the defects or irregularities referred to in item 5 above, the performance of Services shall be reviewed by the Customer as part of the Acceptance under the terms and conditions specified in this section.
7. The Service Provider shall not be entitled to charge Sika Automotive Złotoryja with any additional costs incurred to rectify any defects identified during the Acceptance.
8. If the period within which the Service Provider was obliged to rectify the identified defects or irregularities expires without effect, the Customer shall have the right to entrust the rectification of the identified defects or irregularities as part of Substitute Performance.
9. The documented amount corresponding to the necessary remuneration for the Substitute Performance may be deducted from the Service Provider's remuneration or from the performance bond during the guarantee period.
10. The signing of a defect-free acceptance protocol by Sika Automotive Złotoryja does not exclude the rights of Sika Automotive Złotoryja under warranty and guarantee, as well as any other rights under the law, the Agreement or the GTCPs.
11. The Service Provider shall issue a VAT invoice based on a signed and non-defective acceptance protocol.

#### **Section 7 Contractual Penalties**

1. The Service Provider shall pay contractual penalties to Sika Automotive Złotoryja:
  - i) for the delay in the execution of the subject of the Agreement - in the amount of 10% of the net remuneration of the Agreement for each day of delay,
  - ii) for the delay in the removal of defects identified during the Acceptance or revealed during the warranty or guarantee period - 10% of the net remuneration of the Agreement for each day of delay,
  - iii) for termination of the Agreement by Sika Automotive Złotoryja or withdrawal from the Agreement due to the sole fault of the Service Provider - in the amount of 60% of the net remuneration of the Agreement.
2. Sika Automotive Złotoryja reserves the right to claim damages in excess of the contractual penalties stipulated in item 1 above.

#### **Section 8 Final Provisions**

To the extent not covered by the GTCPs, the provisions of the General Terms and Conditions of Purchase shall apply.

**Złotoryja, September 2021**  
**Sika Automotive Złotoryja Sp. z o.o., Poland**