

PLAST-MET

**Plast-Met Automotive Systems Sp. z o.o.
General Terms and Conditions of Sale
July 2024**

1. Scope of Application

- 1.1 These Conditions shall apply to any and all sale transaction carried out by Plast-Met, of tools, machinery or equipment, parts, raw materials, other materials or services (the “Supplies”) unless otherwise stated in the customer Purchase Order, Nomination letter or general agreement with Customer.
- 1.2 The legal relationship not determined in any other agreement between the Customer and Plast-Met shall be governed exclusively by the following General Terms and Conditions of Sale. No terms or conditions put forward by the Customer and no representations, warranties, guarantees or other statements not contained in Plast-Met quotation or otherwise expressly agreed in writing by Plast-Met shall be binding on Plast-Met.
- 1.3 Plast-Met may modify these terms with respect to future cooperation at any time by posting revised terms to its web site at: <http://www.plast-met.com> and such revised terms will apply to all received Orders and delivery releases issued thereafter.
- 1.4 Customer’s Purchase Order acknowledgement of the Offer, or any payment will constitute conclusive evidence of Customer’s acceptance of the Offer, including these Terms and Conditions of Sale without objection or basing on general agreements done between parties before the purchase of goods and/or services. These General Terms and Conditions of Sale prevail over the Customer terms of purchase which were not clarified or agreed in prior to placed Purchase Order.
- 1.5 The Agreement supersedes all prior negotiations, discussions, and dealings concerning the subject matter hereof, and will constitute the entire agreement between Plast-Met and Customer. Plast-Met objects to and rejects any provision additional to or different from these General Terms and Conditions of Sale that may appear in Customers’s invoice, acknowledgement, confirmation, writing, or in any other prior, contemporaneous or later communication from Plast-Met to Customer, unless such provision is expressly agreed to in a writing signed by Plast-Met. In the event of a conflict between these Terms and Conditions of Sale and the specific provisions contained in the Offer, the specific provisions contained in the Offer will prevail.

2. Definitions

- 2.1 The following terms have the following meanings:

Affiliate: any legal entity from time to time, that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, as the case may be, the relevant party to this These General Terms and Conditions of Sale. The term control (including the terms “controlled by” and “under common control with”) as used in the preceding sentence, means the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of a legal entity, whether through the ownership of securities, by contract or otherwise and includes where a legal entity owns as a minimum 50% (fifty percent) or more of the voting rights (whether by way of securities, partnership interest, under a shareholders agreement or otherwise) held in another legal entity. The term “legal entity” as used in this paragraph includes without limitation any individual, corporation, company, firm, partnership, governmental body or other entity;

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Confidential Information:	shall mean any and all communications between the Parties, and all information and other materials supplied to or received by either of them from the other Party, in writing, orally, visually or in any other medium, or to which one party obtains access in connection with or as a result of entering into Contract with Plast-Met or performing obligations pursuant to the Contract and that relates to the other party or its affiliates, (a) on the date of the Contract whether or not marked confidential; (b) after the date of the Contract, whether or not marked confidential by the disclosing party, (c) all information concerning the business transactions of the Parties, and (d) information regarding sales figures and raw data in respect of the sales or marketing of the Goods and/or operations and includes without limitation any materials, samples, prototypes, trade secrets, know-how, formulas, processes, algorithms, ideas, strategies, inventions, data, designs, flow charts, drawings, inspections, digital geometric models, proprietary information, business and marketing plans, financial and operational information, and all other non-public information . For the avoidance of doubt, the confidentiality obligations under any validly existing non-disclosure agreement(s) between the Parties shall remain valid and shall not be affected by the terms of this GTC and the Contract.
Contract:	a written agreement and/or the Order for the purchase of Goods and/or Equipment and/or Services by Customer from Plast-Met, including any other documents submitted by Customer to form part thereof, such as but without limitation to any specifications;
Customer	means any OEM (as defined below), any Tier 1 Supplier, or any purchaser to which Supplier delivers Products
Components:	the items to be delivered by Supplier in accordance with the contract: parts, raw materials, other materials;
Documentation	drawings, specifications, list of requirements, etc.
Equipment	all production equipment including but not limited to foregoing matrices, models, Tooling, tools, machinery, fixtures, testing and measuring equipment e.g. control gauges and other specific equipment provided/manufactured by Plast-Met for the purposes of the Supplies
Goods	all production materials Components specified in the Purchase Order for use in Customers serial production and as spare parts and Equipment;
Forecast	forecast demand for Supplies, which are generally based on the demand data sent by our Customers

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Intellectual Property Rights	means all industrial and other intellectual property rights comprising or relating to: (i) patents; (ii) trademarks; (iii) internet domain names, web addresses, web pages; (iv) works of authorship, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software, data, data files, records and documentation; (v) trade secrets; and (vi) all other industrial and intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to any of the forgoing, however arising
Material Releases	Is a binding forecasts for Supplies
Nomination Letter	Customer acceptance of Plast-Met Offer;
OEM	means original equipment manufacturer, i.e. car manufacturer;
Offer	means an offer submitted by Plast-Met to the Customer
Open Order	Is a Purchase Order containing purchase commercial conditions for Goods and/or Services with the exception of delivery dates or exact delivery quantities;
Order	Purchase Order and/or Open Order
Purchase Order:	Order issued to Plast-Met for the purchase of Goods and/or Equipment and/or Services;
Party	Plast-Met or Supplier, collectively the Parties;
Plast-Met	Plast-Met Automotive Systems Sp. z o.o. with its registered seat in Olkusz (32-300), Bartosza Głowackiego 21 Street, entered in the register of entrepreneurs of the National Court Register maintained by the District Court for Kraków – Śródmieście in Kraków, XII Commercial Division of the National Court Register under no. KRS: 0000609220, REGON: 364123812, NIP: 637-21-97-568, total share capital in the amount of 7.000.000,00 PLN;
Production Releases	is a authorization for production of Components and/or Services in case of Open Order.
Material Releases	is a authorization for purchase of raw material and/or purchasing components and/or external services order

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Supplier	Plast-Met;
Supplies	Goods and/or Equipment and/or Services;
Services	documents, or other deliverables which are the result of Services provided by Supplier under the Contract in any form or media, including but without limitation to data, diagrams, drawings, reports and specifications;
Spare parts	Goods dedicated for repair or replacement or parts after series production;
Tooling	collectively, all tooling, test and assembly fixtures, gauges, patterns, molds, documentation (including engineering specifications and test reports) used by Plast-Met in connection with its manufacture and sale of the Goods, together with any accessions, attachments, parts, machinery, accessories, substitutions, replacements and appurtenances thereto;

3. Commercial Conditions

3.1 Offer

- 3.1.1 Offer is always valid 30 days from submission day. After aforementioned period each Offer must be updated or reaffirmed by Plast-Met.
- 3.1.2 Unless otherwise agreed or specified in the offer, transport, packaging, insurance and other not specified costs in the offer are not included.
- 3.1.3 Offer is valid based on the requirements, standards and documentation provided by the Customer and valid at the day of submission the Offer by Plast-Met. In case of any change in provided requirements, standards and/or documentation provided by the Customer, such Offer must be reaffirmed by Plast-Met in writing under pain of nullity.
- 3.1.4 The Supplier shall not be responsible for any design faults of components/modules/systems including faultlessness of its deliveries, if Plast-Met is not responsible for design of such components/modules/systems. In case Plast-Met participates in design of such components/modules/systems, Plast-Met responsibility shall be specified in separated agreement between Plast-Met and the Customer, otherwise any Plast-Met responsibility for design faults and faultlessness of deliveries of such components/modules/systems shall be excluded (to the maximum extend permitted by law).

3.2 Prices, Payment terms and other conditions

- 3.2.1 All prices of the Goods given in the Offer are net prices unless otherwise stated or agreed between the Parties.
- 3.2.2 The Supplier reserves the right to change the price for the Goods and/or Services in the event of a significant and unforeseeable, from the point of view of the activities performed:

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- change in labour costs;
- change in the amount of taxes and local fees;
- change in transport costs, including fuel prices and road tolls;
- change in any other factor of cost significance.

of which the Supplier shall inform the Buyer in writing at one month's notice.

3.2.3 Payment terms:

3.2.3.1 Payment for Components shall be made within 30 days from the delivery date on the basis of an received invoice Unless otherwise agreed between Parties

3.2.3.2 Payment for Equipment shall be made within 14 days from the relevant Purchase Order on the basis of an received invoice unless otherwise agreed between the Parties.

3.2.4 Plast-Met will take steps to reduce / optimize the costs of the entire process and material usage. The effect of these activities remains at Plast-Met premises.

4. Orders and Invoices

4.1 Purchase Orders

4.1.1 The Customer's Purchase Order is required to perform Supplies by Plast-Met. If Customer does not submit Purchase Order, Plast-Met shall not be obliged to perform any Supplies for the Customer.

4.1.2 Purchase Order document shall specify all agreed between the Parties conditions of Supplies, including but not limited part name, part number, price, quantities, unit for quantities, incoterms and payment terms.

4.1.3 The Customer Purchase Order shall become effective only upon the date of acceptance of Plast-Met in writing.

4.1.4 No alteration or variation to the Purchase Orders shall apply unless agreed in writing by Plast-Met. Any proposed changes to the Purchase Order shall be communicated to Plat-Met at least 2 weeks in advance.

4.1.5 Plast-Met keep rights to reject Purchase Orders if do not meet agreed conditions.

4.1.6 In case of cooperation on an Open Order, Forecasts, Material Releases and Production Releases applies and binds the Customer.

4.2 Forecasts

4.2.1 Before the Supplies the Customer is obliged to submit Forecasts to Plast-Met for the next minimum 6 months in order to schedule production capacity.

4.3 Material Releases

4.3.1 The Customer shall schedule and submit Material Release for 12 weeks of Supplies in advance

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which is equal to Material Releases authorization. Specific purchase components or materials may require schedules for longer periods. Such exceptions must be specified in Contract.

- 4.3.2 If Customer has not submitted specific Material Release, both parties consider Forecasts within period in accordance to point 4.3.1 as binding Material Release.
- 4.3.3 In case of change or cancellation for aforementioned Material Releases, Customer shall pay Plast-Met for ordered and/or purchased raw materials, components and external services for the purpose of Supplies.

4.4 Production Releases

- 4.4.1 The Customer shall send to Plast-Met Production Releases for series production supplies minimum 6 weeks before delivery. This period can be longed for specific products or services. Any exceptions must be specified in Contract.
- 4.4.2 If Customer has not submitted specific Production Release, both parties consider Forecasts within period in accordance to point 4.4.1 as binding Production Release
- 4.4.3 Production Releases are fully binding for Customer. In case of order change or cancellation, Customer shall pay in full for aforementioned supplies.

4.5 Invoices

- 4.5.1 Plast-Met will issue invoice to the Customer after delivery of Components in accordance with incoterms and payment terms. Equipment invoices will be issued after acceptance by Plast-Met Customers relevant Order unless otherwise agreed by the Parties.
- 4.5.2 Customer shall pay for the Supplies at the date stipulated in invoice. In case of payment delay, Plast-Met may require payment of legal interest notes on the basis of Polish law.
- 4.5.3 Payment shall be made: (a) in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded); and (b) in the currency of Plast-Met quotation unless otherwise specified by Plast Met finance department. Goods will be invoiced at any time after their readiness for dispatch has been notified to the Customer. Equipment will be invoiced monthly or, if earlier, upon completion.
- 4.5.4 Without prejudice to Plast-Met other rights, Plast-Met reserves the right to: (i) charge interest for delay in commercial transactions on any overdue sums during the period of delay; (ii) put all payments into immediate maturity; (iii) suspend performance of the Contract (including withholding shipment) in the event that Customer fails or in Plast-Met reasonable opinion it appears that Customer is likely to fail to make payment when due under the Contract or any other contract (such suspension will not be considered as a breach of the Supplier's obligations, and the Supplier shall not be liable for damages suffered by the Customer in this respect); and (iv) under the same conditions require reasonable security for payment.
- 4.5.5 The Customer agrees to issue invoices, duplicates of these invoices and their corrections in electronic form and to send them electronically to the indicted by Plast-Met e-mail address. The e-mail address provided may change in the course of cooperation, and such a change shall not constitute a change of the Contract or these General Terms and Conditions of Sale.

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4.5.6 The Customer is not entitled to set off the Customer's claims against the Supplier's claims for payment under any agreement i.e. the Contract.

4.6 Spare parts

4.6.1 Spare parts availability and production possibilities shall be agreed between parties. In case Customer do not specified requirements for Spare parts in prior to nomination, specific conditions shall be agreed on separate contract.

4.6.2 Price and delivery conditions for Spare parts Supplies must be agreed between the Parties in writing.

4.6.3 Spare parts quality and price can deviate from Component specification which cannot be subject to any Customer's claim.

4.6.4 The maximum period of availability and production capacity for spare parts should not exceed 15 years after end of Customer series production stipulated in contract.

5. Delivery Conditions, Responsibilities and Packaging

5.1 Delivery Conditions

5.1.1 Unless otherwise expressly agreed Goods will be delivered EXW Plast-Met Olkusz according to Incoterms 2020.

5.1.2 Risk of loss of or damage to the Goods shall pass to the Customer upon delivery as aforesaid and Customer shall be responsible for insurance of the Goods after risk has so passed. Alternatively, if it is expressly stated in the Contract Plast-Met is responsible for the insurance of the Goods after their delivery to the carrier, such insurance will be charged at Plast-Met standard rates.

5.1.3 Customer is responsible for custom services and custom duties unless otherwise agreed between parties in contract.

5.1.4 Plast-Met shall not be liable for any delay in delivery of the Goods and/or, as applicable, in making the Goods available for collection that is caused by an indicated sub-suppliers by the Customer or the Customer's failure to provide Plast-Met with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.2 Packaging

5.2.1 Packaging standard shall be specified in the Contract.

5.2.2 Unless otherwise specified in contract, Customer is responsible to provide packaging unit for the Supplies.

6. Confidential Information

6.1 Any and all information disclosed to the Customer by Plast-Met or any of its related entities or representatives, including all terms of the Contract, Offer and of the delivery, technical, industrial, commercial, financial information, regardless of the manner in which the same was provided (verbally, in writing or otherwise), including the design, drawings, descriptions specifications, reports, microfilms, computer discs, software and related documentation, samples, prototypes, etc. shall be confidential.

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(“Confidential Information”) The confidential information shall also include the information obtained in the course of the fulfilment of the Order by the employees and agents of the Supplier, suppliers, subcontractors, representatives or permanent or temporary co-workers:

- 6.2 Confidential Information may be used solely in connection with a Contract. The Customer shall act with the utmost diligence to ensure that the Information is not disclosed to any third parties.

The Customer shall take all reasonable steps to minimize the risk of disclosure of Confidential Information, by ensuring that only those of its employees and contractors (“Representatives”) whose duties will require them to possess any of such information shall have access thereto and will be instructed to treat the same as confidential. The Customer shall implement necessary internal rules in order to ensure confidentiality of Confidential Information

- 6.3 This confidentiality obligation shall remain in force for five (5) years after the termination of the Contract for any reason. Following the expiration or termination of the Contract, upon Plast-Met request, Customer will promptly deliver to Plast-Met any and all documents and other media, including all copies thereof and in whatever form, that contain or relate to Plast-Met confidential or proprietary information.

7. Retention of Title

- 7.1 The title in the Goods shall remain vested in Plast-Met until Customer has paid in full the price for such Goods and all other Goods sold and delivered by Plast-Met to the Customer.

- 7.2 The Customer shall take all measures necessary to keep Goods identifiable so as to permit recovery of Goods by Plast-Met in the event of non-payment by the Customer.

- 7.3 The Customer may, within the normal scope of its business, sell or use Goods delivered to him by Plast-Met but may not, before payment in full to the Plast-Met, pledge them or transfer the ownership of the Goods as a guarantee.

- 7.4 The right to use and sell the Goods granted to the Customer in Condition 7.3, may be terminated on written notice by Plast-Met in the event of payment of any invoice becoming overdue and it shall automatically terminate without need for any notice in the event that a proceeding for suspension of payments, administration, insolvency, bankruptcy, liquidation, winding-up, (or the equivalent under any jurisdiction) is initiated by or against the Customer, or the Customer enters into an arrangement with its creditors for its debts. Upon termination of such rights: (a) all sums owed by the Customer to Plast-Met shall become immediately due and payable; (b) Plast-Met shall be entitled to retake possession of the Goods and/or to resell the Goods, and for any such purposes it may enter Supplier's premises or seek an order by a competent authority to this effect.

- 7.5 In the event that the Goods are processed or otherwise mixed with or affixed to other products to form a new product or other articles, upon manufacture of such new product or article the property therein shall be vested in Plast-Met pro-rata, on the basis of the value of the Goods over the value of such new product or article, and in respect of each such new product or article the provisions of Conditions 7.1 to 7.4 shall apply mutatis mutandis.

- 7.6 The Customer hereby assigns in advance to Plast-Met as security for the payment of the Goods the receivables resulting to the Customer from the sale of the Goods owned by Plast-Met or from the sale of new products or articles co-owned by Plast-Met according to Condition 7.5. In the latter case, however, the assignment shall be limited to the percentage of the receivable corresponding to the percentage of Plast-Met’s co-ownership. In case the total value of the security of Plast-Met under this Condition 7.6

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exceeds the claims of Plast-Met against the Customer by more than ten percent (10 %), Plast-met shall, upon request of the Customer, release the security on the amount exceeding the claims.

- 7.7 If the retention of title and the security stipulated in this Condition 7 is not valid or only valid to a limited extent according to the applicable law, the rights of Plast-met under this Condition 7 shall be valid and enforceable to the maximum extent possible under the applicable law.

8. Intellectual Property

- 8.1 The Customer acknowledges and agrees that: (i) except to the extent provided in a separate written agreement between Plast-Met and the Customer, Plast-met (or its licensors) will retain all intellectual property rights used to create, embodied in, used in, and otherwise relating to the Goods; (ii) any and all Plast-Met's Intellectual Property Rights are the sole and exclusive property of Plast-Met or its licensors; and (iii) the Customer shall not acquire any ownership interest in any of Plast-Met's Intellectual Property Rights under Contract.
- 8.2 The Customer shall not: (i) take any action that may interfere with any of Plast-Met's rights in or to Plast-Met's Intellectual Property Rights, (ii) challenge any right, title or interest of Plast-Met's in or to Plast-Met's Intellectual Property Rights; (iii) make any claim or take any action adverse to Plast-Met's ownership of Plast-Met's Intellectual Property Rights; or (iv) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Goods.
- 8.3 For Tooling owned by Plast-Met ("Plast-Met Tooling") used to manufacture the Goods, Buyer has no right, title, or interest in or to any of the Plast-Met Tooling. "Tooling" means, collectively, all tooling, test and assembly fixtures, gauges, patterns, molds, documentation (including engineering specifications and test reports) used by Plast-Met in connection with its manufacture and sale of the Goods, together with any accessions, attachments, parts, machinery, accessories, substitutions, replacements and appurtenances thereto.
- 8.4 Subject to any rights of any third party and to any rights of Plast-Met arising otherwise than in connection with the Contract, all Intellectual Property Rights in material generated by Plast-Met shall be licensed to the Customer. Plast-Met hereby grants to the Customer an irrevocable, perpetual, non-exclusive, worldwide and free of charge license to any intellectual property of Plast-Met that is reasonably required by the Customer to use the materials generated by Plast-Met for the Customer.
- 8.5 In the event that the Customer wishes to transfer the production of Components to another supplier, all Plast-Met licences, approvals and know-how shall remain the property of Plast-Met and may not be transferred to another entity (another supplier) without Plast-Met's prior written consent (subject to nullity) and without prior payment of all amounts due to Plast-Met.

9. Tooling

- 9.1. For Tooling used to manufacture the Goods, the Customer may obtain title and/or possession of such Tooling by paying to Plast-Met: (i) (for finished Tooling) the total costs incurred by Plast-Met; or (ii) (for unfinished Tooling) such proportion of the outstanding costs as is represented the costs incurred by Plast-Met, unless otherwise agreed by Plast-Met and the Customer in Tooling agreement

10. Complaint Procedure

- 10.1 Any reservations that the Customer may have about the quantity of the Goods delivered or any damage to the Goods or their packaging visible during unloading, the conformity of the Goods delivered with the

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specification given in Order for processing shall be noted down by the person receiving the Goods in the consignment note.

- ~~10.2~~ The Customer shall be obliged to verify the quantity and quality of Goods upon receipt of the delivery and note down any discrepancies in the consignment note. If after the Goods handover a defect or damage to the Goods is discovered which could not be found on the outside at the time of acceptance, the Customer shall notify Plast-Met, promptly after the damage discovery, but not later than within 7 days of the Goods acceptance date. Should the Customer fail to provide Plast-Met with such notification, Plast-Met shall be discharged of any liability for defects in the Goods that reasonably could have been detected by such verification.
- 10.3 In the case of a quantitative deficiency, any damage to the Goods or their packaging, lack of conformity of the Goods delivered with the specification given in Order for processing, the Customer shall be obliged to include a detailed description of its reservations in the consignment note, along with the code, serial number, the quantity of goods in question and place where the damage was discovered (car trailer, unloading, warehouse).
- 10.4 In case the Goods are not accepted in the place of delivery, the Customer shall note this fact on the consignment note along with the reasons of the refusal.
- 10.5 While returning the Goods Customer shall provide the following information:
- (i) model name;
 - (ii) Plast-Met invoice number;
 - (iii) serial number of Goods;
 - (iv) a detailed description of the damage;
 - (v) the place of collection and details of the contact person;
- 10.6 Plast-Met shall respond within 14 working days of receiving a complaint in every respect with all the formal requirements set forth in this procedure.
- 10.7 If the complaint is accepted by Plast-Met, Plast-Met shall satisfy the claims made by the Customer as stipulated in the applicable regulations of the civil code within no more than 3 months of receiving a complete complaint notification.
- 10.8 Reasons for the rejection of the complaint:
- (i) complaint was lodged after the deadline;
 - (ii) Goods were not purchased from Plast-Met;
 - (iii) Goods are not defective (under the warranty terms for the goods there were no defects in materials or manufacturing);
- 10.9 The complaint procedure applies to all Contracts with the Customer, unless individual terms and conditions of complaint procedure have been agreed between the Parties in a separate document.

11. Warranties

11.1 Warranty conditions for Plast-Met products and suppliers are included in Warranty Terms and Conditions published at web site: www.plast-met.com. Plast-Met may modify these terms with respect to future cooperation at any time by posting revised terms to its web site and such revised terms will apply to all received Orders and delivery releases issued thereafter.

12. Limitation of Liability and claims

12.1 Plast-Met's and any of Plast-Met's affiliates total liability for any claim arising out of or in connection with the Contract for breach of contract, warranty or statutory duty; or other tort including Plast-Met's negligence shall not exceed the sales price of the relevant delivery of Goods, if delivered, or, if liability arises from a failure to deliver, the sales price of Goods had they been delivered and invoiced. In no event shall Plast-Met be liable for any indirect, incidental, special, consequential, or punitive cost, expense, loss or damage including but not limited to loss of production, loss of use, loss from business interruption, loss of profit, loss of business, loss of goodwill or reputation, or wasted expenditure.

12.2 Any technical advice, assistance, testing or reports furnished by Plast-Met or any of its employees, agents or affiliates to the Customer with respect to (i) the selection or use of the Goods delivered to the Customer or (ii) the storing, handling or usage of the Goods ("Technical Assistance") shall be given and accepted at the Customer's sole risk and Plast-Met shall have no liability whatsoever for the use of, or results obtained from, the Technical Assistance.

12.3 In the case of damages of the Customer related to a particular order, Plast-Met's liability is limited to the total net price of the individual order with which the damage is related.

12.4 Plast-Met shall not be liable for defects in the Customer's final product in which a Component supplied by Plast-Met is used.

12.5 Subject to the other provisions set out in paragraph 10, all claims of the Customer with respect to the quality or quantity of Goods sold and delivered pursuant to the Contract shall be deemed waived and forever barred unless the Customer notifies Plast-Met of the nature and details of the claim in writing within thirty (30) days after receipt of the shipment by the Customer. Any such claim that is not asserted as a claim, counterclaim, defence, or set-off in a judicial proceeding instituted within three (3) months after Supplier's denial thereof shall be forever waived.

12.6 Any claim shall be made by the Customer by written notice, setting forth fully the facts on which it is based, immediately after the date when the facts were discovered or should have been discovered but, in any event, no later than sixty (60) days after the loading date.

12.7 The exclusions and limitations of liability referred to in the above provisions shall not apply to acts or omissions caused by willful misconduct, damage to life or health.

13. Waste Disposal

13.1 When use of the Goods delivered by Plast-Met has been discontinued, the Purchaser shall be obliged to properly dispose of said Goods at his own cost in accordance with the statutory provisions and regulations.

13.2 The Customer shall indemnify Plast-Met from and against all obligations regarding waste disposal or other statutory regulations of other states of the European Union, which might apply and which correspond to this provision; in particular from and against the manufacturer's duty to take back Goods and all related claims by third parties.

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- 13.3 If Goods delivered are passed on to third parties, the Customer shall be obliged to contractually oblige said third parties to properly dispose of the Goods in compliance with the statutory provisions when the use thereof has been discontinued. If the Goods are passed on again, the third parties must be contractually obliged to impose a corresponding duty on the recipients of the Goods.
- 13.4 If the Customer fails to contractually oblige third parties, to whom he passes on the delivered Goods, to assume the disposal obligation and to pass on said obligation, the Customer shall be under an obligation to take back and properly dispose of the Goods when they are no longer used and to do so at his cost and in accordance with the statutory provisions. Plast-Met must be indemnified from and against any claims by third parties.
- 13.5 Any deviating agreement regarding the taking back and disposal of the Goods by Plast-Met shall require written form. The price does not include the taking back and disposal by Plast-Met.
- 13.6 Unless otherwise agreed the Customer must dispose of non-returnable packaging and non-returnable load carriers at his own cost.

14. Force Majeure

- 14.1 The Contract/Purchase Order/Order (other than Customer's obligation to pay all sums due to Plast-Met in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: Act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licenses), or labour trouble, strike, lockout or injunction. Plast-Met shall have no obligation to supply Goods, or technology or to provide services in the absence of government permits or fulfilment of statutory conditions of exemption from such permits within the framework of import and export control (in particular, according to the regulations applicable in the United States, the European Union and the jurisdiction in which Plast-Met has its registered office or from which components of the Goods are supplied) and the underlying circumstances could not be foreseen by Plast-Met and are outside of Plast-met sphere of influence. In the event of revocation of issued government permits or in the event of a change in the applicable statutory import and export control regulations such that Plast-Met is prevented from fulfilling the contract, Plast-Metr is discharged from the contractual obligation without any liability of Plast-Met.
- 14.2 If either party is delayed or prevented from performance of its obligations by reason of this Clause for more than 180 consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that the Customer shall be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination.

15. Assignment

- 15.1 Without prior written consent of the Supplier, under pain of nullity, the Customer is not entitled to assign any rights and obligations under any agreement, Contract or these General Terms and Conditions of Sale to a third party, including any receivables arising from this agreement.
- 15.2 The Supplier shall be entitled to assign receivables arising from the Contract or these General Terms and Conditions or related to the Contract or these General Terms and Conditions to a third party, in particular to banks or other financing institutions (in particular insurers or factors).

16. Applicable Law and Disputes

16.1 The Agreement shall be governed by Polish law. For the avoidance of doubt, the provisions of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 (Vienna) as amended from time to time, shall not apply.

16.2 Any disputes arising in connection with the Contract which cannot be settled amicably shall be submitted to the exclusive jurisdiction of the competent court within the district of Plast-Met registered office. The submission to the exclusive jurisdiction of such court shall however not limit the right of Plst-Met to institute proceedings in any other court of competent jurisdiction.

Revision	Date	Changes	Reason	Author
01	18.07.2024	Document release	Document release	ł.Kuśnierz