 <b>POSIADALO</b>	I 741.02	Valid from 03.2026
<b>GENERAL TERMS AND CONDITIONS OF PURCHASE AT POSIADALO Sp. z o.o.</b>		Page 1 of 5

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## 1. General Provisions

- 1.1 The General Terms and Conditions of Purchase of POSIADALO Sp. z o.o. (hereinafter referred to as the "GTCP") shall apply to all agreements under which POSIADALO Sp. z o.o. purchases goods and services.  
The GTCP constitute an appendix to purchase orders and offers issued by POSIADALO Sp. z o.o. and form an integral part of the concluded agreements.
- 1.2 POSIADALO Sp. z o.o. authorizes the Contractor to issue a VAT invoice (in accordance with the submitted purchase order) without the signature of POSIADALO Sp. z o.o. This shall not and may not be construed as an acknowledgment of debt, either in whole or in part.
- 1.3. The Contractor is obliged to indicate the purchase order number on the invoice.

## 2. Subject of the Order and General Conditions

- 2.1 The subject of the order is the supply of goods and/or the provision of services to POSIADALO Sp. z o.o., as specified in the purchase order or offer submitted by POSIADALO Sp. z o.o.
- 2.2 The order must be executed in accordance with its terms (quantity, type, delivery/pick-up date, standard, price, certificate) as specified by POSIADALO Sp. z o.o., in the order document and the GTCP.
- 2.3 POSIADALO Sp. z o.o., reserves the right to refuse acceptance of goods or services that do not comply with the order or the GTCP. In such cases, the Contractor shall not be entitled to any payment or claims for damages.
- 2.4 Any changes to the order specifications may be made only with the prior written consent of POSIADALO Sp. z o.o.; otherwise, such changes shall be null and void.
- 2.5 The Contractor undertakes to confirm acceptance of the order in writing (by fax or email) within 2 business days of receipt of the order, which shall constitute the conclusion of the contract. The order may only be executed in accordance with the terms specified in the order and the GTCP. If the Contractor proposes any changes to the terms or raises objections, the contract shall be deemed not concluded.

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- 2.6 Commencement of the execution of the order without confirming the order shall be considered as acceptance of the contract under the terms specified in the order and the GTCP.
- 2.7 If the order is not confirmed within 2 business days from the date of delivery, the order shall be deemed accepted for execution under the terms specified in the order and the GTCP.
- 2.8 POSIADALO Sp. z o.o., when selecting suppliers and purchasing raw materials, follows the principle of not using or purchasing raw materials and minerals from regions affected by armed conflicts, which are mined and sold under the control of armed groups violating human rights in the Democratic Republic of Congo or neighboring countries.
- 2.9 A condition for qualifying a supplier and the materials offered by them by POSIADALO Sp. z o.o. is the declaration that in the production process the supplier does not add/use minerals/metals such as Cobalt, Copper, Graphite, Lithium, Mica, Nickel, and that these minerals do not occur in the supplier's finished product.

### 3. Terms and conditions of delivery

- 3.1 The deadlines for the performance of the subject of the contract shall be specified in the order or separately agreed upon by the Parties through mutual agreement. The Contractor undertakes to perform the subject of the contract within the deadlines agreed with POSIADALO Sp. z o.o.
- 3.2 If the subject of the contract is a delivery, the Contractor undertakes to perform it in accordance with the delivery terms as defined by INCOTERMS® 2020 or the current version of INCOTERMS®.
- 3.3 POSIADALO Sp. z o.o. shall have the right to withdraw from all or part of the contract that has not been performed on time. In such a case, POSIADALO Sp. z o.o. shall not be liable for any damages to the Contractor. The right of withdrawal may be exercised by POSIADALO Sp. z o.o. within 14 days following the ineffective expiration of the contract's performance deadline.

### 4. Responsibility


- 4.1 In the event of a delay in the performance of the contract or in the rectification of identified defects as referred to in clause 8.1, the contractor shall be obliged to pay POSIADALO Sp. z o.o. a contractual penalty of 0.5% of the contract price for each day of delay.
- 4.2 In the event of a delay in the performance of the contract or in the rectification of identified defects as referred to in clause 8.1, POSIADALO Sp. z o.o. shall be entitled to entrust the performance of the contract to a third party at the cost and risk of the contractor (substitute performance), and the contractor shall not be entitled to any remuneration.
- 4.3 The rights set out above shall be without prejudice to the right of withdrawal referred to in clause 3.3 above.
- 4.4 The rights set out above shall also apply to POSIADALO Sp. z o.o. during the warranty period.

### 5. Price and Payment Terms

- 5.1 The price and payment terms shall be specified in each order, subject to the following provisions.
- 5.2 The payment term shall be calculated from the date of issuance of the VAT invoice to POSIADALO Sp. z o.o.

### 6. Quality

- 6.1. The Contractor guarantees that the purchased goods bear the CE mark or any other mark required by applicable law, allowing the goods to be placed on the market within the European Union.

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- 6.2. In the case of the purchase of goods, the performance of the subject of the contract constitutes the Contractor's warranty for the period specified in the order. Warranty rights may be exercised by POSIADALO Sp. z o.o. independently of rights arising from statutory liability for defects. POSIADALO Sp. z o.o. has the right to submit a complaint if the subject of the contract does not meet the order requirements in terms of quantity and/or quality, and the Contractor is obliged to respond within 7 days from the date of receipt. If no response to the complaint is received within the specified period, the Parties shall deem the complaint justified, and POSIADALO Sp. z o.o. may exercise the rights referred to in Section 8.1.
- 6.3. The Contractor is obliged to consider the complaint within 14 days from the date of its submission by POSIADALO Sp. z o.o. After the expiration of this period without resolution, unresolved complaints shall be considered justified, and POSIADALO Sp. z o.o. may exercise the rights referred to in Section 8.1.

## 7. Non-Conformities

POSIADALO Sp. z o.o. is deemed to accept the subject of the contract in terms of size, type, markings, and other features that can be visually inspected upon receipt, unless POSIADALO Sp. z o.o. notifies the Contractor in writing within 14 days of receipt or within 14 days of detection of the non-conformity of the goods with the contract provisions.

## 8. Complaints

8.1 In the event of detecting non-conformity of the goods with the contract or identifying defects in the subject of the contract, the Contractor is obliged, at the choice of POSIADALO Sp. z o.o., to:


- a. repair the subject of the contract at its own expense within a period not exceeding 7 days, or
- b. replace the subject of the contract with a defect-free item at its own expense within a period not exceeding 7 days, or
- c. reduce the price proportionally to the extent of the defect, or refund the full price paid. In such a case, the Contractor is obliged to collect the subject of the contract at its own expense.

8.2 The rights of POSIADALO Sp. z o.o. described in Section 8 do not exclude the rights described in Section 4. The choice of remedy lies with POSIADALO Sp. z o.o.

## 9. Confidentiality

9.1 All information obtained by the Contractor in connection with the performance of the contract, including in particular organizational, commercial, and technical information regarding POSIADALO Sp. z o.o. that is not publicly disclosed, constitutes Confidential Information and may not be disclosed to third parties. This obligation is unlimited in time and does not apply to situations where the disclosure of information is required by mandatory law.

9.2 In particular, Confidential Information includes information concerning trade volumes, applied prices, product specifications, and technological data. Breach of this obligation may result in the Client withdrawing from the contract for reasons attributable to the Contractor. The right of withdrawal is available within 30 days from the date of discovering the disclosure by the Contractor.

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## 10. Force Majeure

Force majeure refers to any unforeseen circumstances occurring during the performance of the contract beyond the control of the Parties, which could not have been prevented, such as fire, flood, earthquake, strike, mobilization, acts of war, terrorist attack, general shortage of raw materials, energy or unavailability of public transport, embargo.

A Party unable to fulfill its contractual obligations due to force majeure must notify the other Party. If the duration of force majeure exceeds 1 month, either Party has the right to terminate the contract without notice.

## 11. Dispute Resolution

Matters not regulated by the contract or GTCP shall be governed by the relevant provisions of the Civil Code.

Disputes regarding the performance of the contract that cannot be resolved amicably shall be submitted to the competent court with jurisdiction over the place of contract performance.

## 12. Final Provisions

12.1 Claims arising from the contract may not be assigned without the prior written consent of POSIADALO Sp. z o.o.

12.2 Any changes or amendments to the contract must be made in writing to be valid, under pain of nullity.

12.3 The Parties confirm that the use of these GTCP in their commercial relations has been accepted.

## 13. Ethics

**POSIADALO Sp. z o.o. suppliers are obliged to conduct their business in accordance with generally accepted principles of business ethics and manage operations in a manner that ensures compliance with applicable laws and the expectations set forth in this document.**

Suppliers of POSIADALO Sp. z o.o. are obliged to ensure their employees continuously expand their knowledge regarding ethical standards in business activities and legal regulations governing conduct as outlined in the Business Ethics Code.

### 13.1 Honesty and Responsibility


Suppliers of POSIADALO Sp. z o.o. are obliged to adhere to the highest business standards, including compliance with fair and free competition rules, integrity in communication, protection and non-disclosure of confidential information obtained during cooperation, respect for intellectual property, personal and property copyright, industrial property rights, and other legal provisions applicable to their operations.

### 13.2 Anti-Corruption

Any form of corruption by POSIADALO Sp. z o.o. suppliers is prohibited, both in relations with public officials and with business partners. Suppliers are strictly prohibited from offering or providing undue benefits to influence actions or omissions intended to obtain or maintain business relationships. Suppliers may not give or offer POSIADALO Sp. z o.o. employees gifts in cash or equivalent. Only small business gifts, compliant with law and customary practice, and of promotional or occasional nature, are allowed, provided they do not create obligations for reciprocity or specific actions.

### 13.3 Risk Management

Suppliers of POSIADALO Sp. z o.o. must have and continuously improve risk management systems, including the risk of corruption and abuse, in all business areas. These systems must not conflict with this Code. POSIADALO Sp. z o.o. should actively promote an ethical culture, providing solutions for employees and contractors to report irregularities safely and confidentially.

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**13.4 Sustainable Development**

POSIADALO Sp. z o.o. expects suppliers to consider and minimize the negative impact of their activities on society and the environment. Actions aimed at reducing negative effects and generating long-term positive outcomes are encouraged.

**13.5 Child and Minor Labor**

The minimum age of POSIADALO Sp. z o.o. suppliers' employees must comply with national law and not interfere with education. Employing minors in hazardous work is prohibited.

**13.6 Working Conditions**

POSIADALO Sp. z o.o. suppliers are obliged to ensure safe and hygienic working conditions for their employees, as well as for any personnel performing tasks on their behalf, in compliance with applicable laws and industry labor standards. Particular attention must be given to protecting employees from chemical, biological, and physical hazards. Suppliers are required to identify and monitor such risks in order to implement effective preventive measures.

**13.7 Requirements and regulations regarding product safety and quality**

Suppliers of products, at every stage of their production, storage, transport, and sale, are obliged to proceed in accordance with applicable law and international standards, including Good Manufacturing Practice (GMP), Good Distribution Practice (GDP), and the detailed requirements set out in the contract with POSIADALO Sp. z o.o. All activities of POSIADALO Sp. z o.o. suppliers that may affect the quality and safety of POSIADALO Sp. z o.o. products are subject to specific controls and restrictions.

Signatures of the Parties:

Ordering Party:

Buyer:

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