



General Conditions of Purchase

Coko-Werk Polska Sp. z o.o.

ul. Lodowa 93D

93-232 Łódź

KRS 0000059068

§ 1 Scope

(1) These General Conditions of Purchase (GCP) shall apply to all contracts concluded by Coko-Werk Polska Sp. z o.o. (hereinafter "Coko-Werk") as recipient/buyer/contracting party/customer/ordering party with entrepreneurs („Suppliers”), who supply, sell, perform, provide services, offer, etc., materials, services, goods, equipment, semi-finished products, products, raw materials, etc. (hereinafter also referred to as 'products' and 'goods') and for all supplies, orders, offers, enquiries, negotiations, etc. whatever their form.

(2) These GCP shall apply to the Suppliers as they stand at the time of conclusion of the contract. They are an integral part of all contracts concluded with Suppliers. The GCP also apply to all subsequent contracts, deliveries, offers, orders, etc. even if Coko-Werk does not refer to them again or if the GCP is not presented or delivered to the Supplier again.

(3) If the Supplier uses a standard form contract (in particular general terms and conditions of contracts, regulations), the provisions of the standard form contract used by the Supplier do not constitute the content of the legal relationship between Coko-Werk and the Supplier. Any terms and conditions of the Suppliers or third parties that contradict these GCP do not apply to the legal relationship between Coko-Werk and the Supplier, even if Coko-Werk does not object to their content. Even if Coko-Werk refers to a document that contains or refers to the Supplier's or third parties' terms and conditions (standard form contracts), this does not imply Coko-Werk's consent to their validity.

(4) These GCP apply to the extent not regulated in the contract concluded between Coko-Werk and the Supplier. In case of conflict between the Coko-Werk contract/order and the GCP the Coko-Werk contract/order shall prevail. However, to the extent that the Supplier's offer or other unilateral declarations of intent by the Supplier are contrary to the GCP, then the GCP takes precedence (i.e. explicit acceptance of the offer by Coko-Werk or implicitly by placing an order - does not include elements of the Supplier's offer that are contrary to the GCP, unless otherwise expressly stated in Coko-Werk's declaration of acceptance).

(5) These GCP constitute a standard form contract within the meaning of Article 384 § 1 of the Polish Civil Code.

(6) By placing an order, Coko-Werk may declare in documentary form that these GCP will not apply to the given order.

(7) If these GCP refer to products, ordered products, delivered products, subject of delivery, materials, goods, etc., this means both the object of sale and delivery and works, depending on the nature of the contract concluded by the parties.



§ 2 Conclusion of the contract

(1) Cooperation/contract conclusion by the parties takes place on general principles, however, if an offer is submitted by the Supplier (e.g. after receiving a Coko-Werk inquiry), then placing an order by Coko-Werk after receiving the Supplier's offer is sufficient to conclude the contract. If the offer of Coko-Werk does not specify an explicit binding date, Coko-Werk is bound by the offer for two working days from the date of sending it. If an offer is submitted by the Supplier, the contract is concluded exclusively on the basis of Coko-Werk's declaration of acceptance of the offer (in written form, letter or e-mail) or in the event that Coko-Werk places the first order in response to the Supplier's offer. The silence of Coko-Werk in response to the Supplier's offer does not mean the conclusion of a contract.

(2) If the parties have not made binding arrangements for the rules for placing and accepting individual orders (e.g. in the form of a framework contract), then the rule set out in this section shall apply. The following rule shall also apply if the cooperation arrangements of the parties do not regulate the detailed rules for placing and accepting individual orders or are incomplete, unless it is clear from the contract concluded that it contains an exhaustive set of rules for placing and accepting individual orders. Orders placed by Coko-Werk become binding if the Supplier does not object within two working days (by letter or e-mail).

(3) Coko-Werk is entitled to change the place of delivery based on a written or e-mail notification at least 1 calendar day before the agreed delivery date.

(4) Coko-Werk is entitled to change the delivery time and type of packaging on the basis of a notification submitted in writing or by e-mail at least 7 calendar days prior to the agreed delivery date, excluding deliveries to which it has been documented that they have already been sent.

(5) Coko-Werk is entitled, within 14 days before the planned delivery, to make changes to the product properties if they can be realized by the Supplier as part of the normal production process after approval by Coko-Werk of possible additional costs. The documented and relevant costs incurred by the Supplier and previously accepted by Coko-Werk are reimbursed by Coko-Werk. If such changes result in delivery delays that cannot be avoided in the production process and within the framework of the Supplier's business activity despite all possible efforts, the originally agreed delivery date will be postponed accordingly. The Supplier shall notify Coko-Werk in due time in writing or by e-mail of the expected additional costs calculated on the basis of a careful estimate and/or of delays in delivery before the original delivery date, but no later than 3 working days after receipt of Coko-Werk notification.

(6) Coko-Werk has the right to withdraw from a particular one time contract (e.g. concluded as a result of acceptance of an order) no later than 12 months after its conclusion or to terminate the contract or framework contract, or to resign from the ordered deliveries or to resign from further deliveries - on the basis of a written statement with a reason, if, due to circumstances that have arisen after the conclusion of the contract (or the placement/acceptance of the order), Coko-Werk is not able to use the ordered products in its company or as part of its business activities. In such a case, Coko-Werk shall cover the costs incurred by the Supplier for the deliveries or services performed until Coko-Werk makes the written statement referred to above. Further claims of the Supplier are excluded. Furthermore, Coko-Werk may terminate the contract/framework contract at any time without stating a reason in respect of deliveries not yet made. However, if the terminated contract obliges Coko-Werk to order a certain quantity of products, then Coko-Werk will be obliged, at the Supplier's request, to reimburse the Supplier for documented market costs incurred by the Supplier up to the date of receipt of the notice of termination, which were directly and exclusively related to the unordered products, taking into account proper management - no more than the price or manufacturing cost of



those unordered products agreed between the parties, whichever is lower. Coko-Werk is entitled to verify these costs. Further claims by the Supplier are excluded.

(7) The order placed by Coko-Werk is decisive for the legal relationship between the Supplier and Coko-Werk, which fully reflects all contracts made by the Parties. Any verbal agreements of the parties shall be non-binding and shall be revoked by the order and these GCP.

§ 3 Prices, billing information, payment terms

(1) All agreed prices are lump sum prices and are not subject to change and include the cost of packaging, insurance, transport to any place chosen by Coko-Werk on the territory of the Republic of Poland and, if necessary, customs duty, unless otherwise specified in the order. Prices are given by Coko-Werk in net value. To these prices, as well as to the prices used by the Supplier, also if they are net prices, VAT must be added in accordance with the legally binding amount. At Coko-Werk's request, the Supplier is obliged to collect the packaging at his own expense. If the packaging is not processed into secondary raw materials, Coko-Werk also retains the right to demand its collection or disposal at the expense and risk of the Supplier.

(2) The Supplier shall bear all required additional costs, e.g. costs of travel, delivery of tools and launching, etc., related to the subject matter of the contract it has concluded with Coko-Werk.

(3) invoices must contain the following data (the data marked * refers to the given order item):

- a. company address (Coko-Werk Polska Sp. z o.o., ul. Lodowa 93D, 93-232 Łódź)
- b. the name of the person who placed the order on behalf of Coko-Werk, if the invoice does not specify the order number,
- c. the order number, and if the order did not contain a number, its date,
- d. consignment note number,
- e. number and name of the material *,
- f. PSP element *,
- g. statistical commodity code, weight and country of origin,
- h. quantity and unit prices of product,
- i. Tax Identification Number of Supplier,
- j. terms and conditions of payment according to the order/contracts.
- k. detailed demonstration of the advance payments made by Coko-Werk.
- l. address of the Coko-Werk branch which is the recipient of the goods

If one of the above items of information is missing, a penalty in the amount of 150.00 Euro per individual case will be charged.

(4) Unless otherwise agreed, the payment deadline for the invoice is 30 days from the date of delivery of the goods and receipt of the duly issued invoice in accordance with point (3). The date of receipt of the transfer order from the Coko-Werk bank shall be the basis for the acknowledgement of timely payment.

(5) In case of Coko-Werk's delay in payments, the Supplier shall be entitled to charge interest for the delay only in the amount of statutory interest. Thus, all provisions of general terms and conditions of contracts, regulations, etc. applied by the Supplier are excluded to the extent that they provide for contractual interest or interest higher than statutory interest for delay or statutory interest for delay in commercial transactions.



(6) Coko-Werk is not obliged to return pallets. The value of the pallets is always included in the price for the product delivered on the pallet.

§ 4 Delivery, delivery time, contractual penalty, transfer of risk

(1) All delivery documents must contain the information in accordance with § 3 point (3) of these GCP. In addition, the following shall apply:

a. The Supplier is neither entitled to reduce or to increase the quantity of products ordered in relation to the content of the order no more than +/- 10%, nor to perform partial deliveries. Every other changes to orders shall be beforehand approved by Coko-Werk in written form or by e-mail.

b. In the case of deliveries of raw materials in granules and varnishes, only deliveries of goods with the same serial number are accepted (maximum two serial numbers, package with one serial number, i.e. only one serial number for each pallet).

c. In case of delivery of raw materials in granules and varnishes a deliveries without manufacturer's inspection certificate are not permitted.

d. Together with the product delivered, the Supplier shall be obliged to provide all documents necessary for its proper reception and use resulting from its properties, application, applicable standards and principles of technical knowledge and documents required by law, in particular such as

- shipping specification with number, weight, dimensions and contents of packages,
- complete technical documentation (drawn up in Polish) necessary for proper on-site installation and correct commissioning and start-up, operation and maintenance, including, but not limited to, construction and assembly drawings with the necessary details of the mechanical, control and measurement part, electrical part, etc,
- attestations, certificates of analysis, tests and approvals and others, declarations of conformity and other documents confirming product quality,
- instructions for proper use and storage of the product,
- certificates and documents confirming the quality and origin of the product,
- in the case of a product imported from outside the European Union, the Supplier is responsible for marketing authorization in the customs territory of the European Union, in accordance with the regulations in force in the Union, including possession of all necessary certificates, attestations or other documents,
- in the case of a product imported from outside the European Union, the Supplier is also responsible for importing the products in accordance with customs regulations and procedures, unless otherwise specified in the Order (e.g. Ex Works clause has been used)

(1.1) Acceptance of the delivery by Coko-Werk, despite the failure of the Supplier to attach appropriate attestations or certificates, does not release the Supplier from the obligation to deliver them immediately and does not mean acceptance by Coko-Werk of the lack of these documents. Moreover, their absence constitutes a material defect of the delivered goods and, regardless of other rights, Coko-Werk is then entitled to withhold payment for the delivered products until appropriate certificates or attestations are provided.



(1.2) In the event that the Supplier violates the obligations set forth in § 4 point (1) above, Coko-Werk may refuse to accept the delivery or to accept products that will then be deemed undelivered through the fault of the Supplier.

(1.3) If Coko-Werk accepts the delivery despite violation by the Supplier of the obligations set forth in § 4 point (1) above, Coko-Werk is entitled to impose a contractual penalty of EUR 100 for each pallet for which the Supplier has violated the obligations referred to in this point.

(2) The address and date of delivery shall be indicated on each order:

a. Goods receiving hours: Monday - Friday 8:00 – 16:00.

b. Silo delivery: Monday - Friday 8:00 – 14:30

Date/time of delivery means the day on which the product is to be delivered to Coko-Werk

(3) All delivery times / dates given are binding. Early deliveries are not permitted. In case of early delivery, Coko-Werk is entitled not to accept delivery. Failure to accept early delivery does not release the Supplier from his obligation to deliver on time. The Supplier is obliged to inform Coko-Werk immediately in writing if circumstances occur or may occur that do not allow the delivery time to be kept.

(4) In case of delays in delivery, Coko-Werk has the right to demand, for each started day of delay in delivery, the payment of a contractual penalty in the amount of 0.5% of the value of the whole given order, of which the undelivered product(s) is a part, but not more than 30% of the value of the whole given order, of which the undelivered product is a part. The value of the order is determined on the basis of the price/remuneration specified in the Coko-Werk order. In the absence of such data, the order value is determined by its market value. At the same time, the Supplier acknowledges that this compensation may, for example, relate to the coverage of costs and losses due to production downtime and any costs that the customer will be charged to Coko-Werk in connection with the delayed delivery.

(5) With regard to the number of pieces, weights and dimensions, the values established by Coko-Werk upon receipt of goods are binding for the parties.

(6) Regardless of which party organizes the transportation, the risk of accidental loss or damage to the shipment passes to Coko-Werk only when the goods are collected from the Supplier or from the carrier by Coko-Werk at the destination specified in the order.

(7) Force majeure and interruptions of the company caused by force majeure, riots, acts of official authorities, fires, floods, epidemics (in particular coronavirus) and other unavoidable external events resulting in a delay in delivery or performance of the contract, entitle Coko-Werk to withdraw from the contract (no later than within 1 year from the occurrence of this event) if, on the basis of the predictions, the impediment will last for at least three months or if the delivery/service from an economic point of view, it will prove to be impossible to use by Coko-Werk or acceptance of the delayed delivery would infringe on the legitimate interest of Coko-Werk. Coko-Werk may request detailed information and explanations from the Supplier in order to assess the situation. This also applies in the event of labour disputes.

(8) Regardless of which party is the organizer of transport, the Supplier is each time obliged - taking into account the specific nature of the product – in compliance with all regulations in force on the territory of the Republic of Poland, in particular the regulations on road traffic, public roads, road transport, health and safety, etc., to choose the right means of transport and to properly pack the product and to give the carrier instructions on the proper loading and transport of the product and to inform the carrier if the product constitutes a dangerous load



(e.g. within the meaning of the ADR Convention) and to ensure transport in a manner protecting the product against any defect, loss or cavity.

(9) If the contract also includes the Supplier's obligation to provide services (e.g. in the field of installation), unless the provisions of the Order/Contract provide otherwise, it is assumed that:

- a) the price of the services is included in the price of the Order/Contract;
- b) all additional costs associated with the Supplier's services, in particular the costs of accommodation, travel, insurance for the Supplier's staff, etc. shall be borne by the Supplier;
- c) the confirmation of the service performance by the Supplier is the take-over protocol;
- d) The Supplier must ensure that staff are qualified to perform the service properly and on time;
- e) The Supplier shall be liable on a strict liability basis for damages resulting from the behaviour of the Supplier's staff (also only incidentally when performing the contract) as well as from improper instructions or instructions given to Coko-Werk by the Supplier's staff.;
- f) The Supplier ensures that the services provided by it are performed properly and in accordance with the contents of the Order/Contract. If, within 24 months from the performance of the service, defects are found, the Supplier is obliged to immediately remove them at its own expense. For the rest, the provisions of § 5, § 7 and § 8 of these GPC shall apply accordingly, and as to the consequences of exceeding the service completion deadline, the provisions of § 4 (1) a. of these GPC shall apply accordingly.
- g) The Supplier is obliged to fully insure its employees for the duration of service on the Coko-Werk premises. The Supplier shall take over the risk and all possible consequences and claims arising in connection with the performance of the service;
- h) The Supplier's personnel are obliged to comply with the regulations in force on the Coko-Werk premises and to have all necessary permits to perform the works.

(10) The provisions of point (9) above apply accordingly if the contract only concerns the provision of services.

§ 5 Quality Control, provisions common to the warranty and contractual guarantee

(1) In addition to the properties and requirements resulting from the GCP and the contract/order binding in accordance with the rules set out in § 2 of the GCP, the products supplied must also meet the quality requirements resulting from the relevant standard and from the specific product. The product should also comply with current legal requirements and regulations in force in the Republic of Poland and the European Union, as well as in the country of the final recipient (Coko-Werk customer). The Supplier is obliged to obtain from Coko-Werk each time information about legal requirements and technical standards that must be met by the product (service). A product (service) is considered to be in accordance with the contract only if it also meets the requirements specified in the previous sentence.

In addition, the Supplier guarantees that the product will be new, unused, of high quality, free from defects and faults. In addition, the Supplier guarantees that the product will be carefully made of the correct material, checked and will meet all technological requirements necessary



for its proper, intended and ordered use and will be made in accordance with applicable regulations, standards and requirements.

(2) A product which does not have the required certificates or approvals has a principal defect.

(3) The products supplied are subject to initial inspection. For the sake of warranty and guarantee rights, Coko-Werk is not obliged to examine the delivered products for their quality. The products may be inspected at any stage of their use in Coko-Werk operations. In case Coko-Werk detects a non-conformity or a defect, Coko-Werk shall report this fact to the Supplier not later than within 30 days from the date of detection.

(4) In the case of products manufactured by the Supplier on the basis of technical documentation, drawings, etc., full compliance is required with the documentation which forms the basis for the manufacture of the goods and the Standards of the German Institute for Standardization (DIN).

(5) In the event that the Supplier obtains information about a product defect or Coko-Werk or Coko-Werk's Customer raises doubts about the quality of the product, then the Supplier is automatically obliged to immediately secure samples or copies of this product and order an expert opinion from a competent and independent expert or research institute, cover the costs of this expert opinion and immediately forward the results to Coko-Werk. The results of the expert opinion are of an auxiliary character in the consideration of the defect and are not binding for Coko-Werk. Coko-Werk can also commission its own expert opinion. In the case of a material defect, the Supplier is obliged to reimburse Coko-Werk for the costs of such an expert opinion. In case of non-performance or improper performance of the obligations described in the previous sentences of this section of the GCP, the delivered product is assumed to be defective. In this case, Coko-Werk is also entitled to claim reimbursement of the costs of the expert opinion if it is incurred by Coko-Werk.

(6) The Supplier guarantees the highest quality of delivering products. In case of filing a justified complaint the Supplier, apart from the liability with warranty and given contract, is obliged to pay Coko-Werk administration fee for handling complaint in amount of 150 EUR.

§ 6 Preservation of rights and property of Coko-Werk

(1) With regard to orders placed, commissions by Coko-Werk, as well as with regard to all drawings, illustrations, calculations, descriptions and other documents provided or made available to the Supplier by Coko-Werk, or in the possession of which the Supplier has come into possession, Coko-Werk reserves ownership and/or copyright. Without the express consent of Coko-Werk, the Supplier is not permitted to make them available to third parties or to use or reproduce them on its own or through third parties. The Supplier also may not use them in its business activities in any way other than for the purpose of performing the contract with Coko-Werk. The Supplier is obliged to return such documents upon request of Coko-Werk if they are not necessary for the Supplier's performance of the contract with Coko-Werk or if the negotiations do not result in conclusion of a contract. In such a case, the copies made by the Supplier should be destroyed; unless otherwise stipulated by mandatory legal regulations.

(2) Tools, devices and models, matrices, etc., which Coko-Werk makes available to the Supplier or which are produced for the purpose of the contract execution shall remain the



property of Coko-Werk or shall be transferred to Coko-Werk. The Supplier is obliged to label them as the property of Coko-Werk, store them carefully, protect them from any kind of damage and use them exclusively for the purpose of the contract. The Supplier shall not use them in its business activity in any way other than for the purpose of performing the contract with Coko-Werk. The Supplier shall be fully liable for their maintenance, proper conservation and repair and shall bear the costs thereof. The Supplier shall immediately notify Coko-Werk of all significant damage to such items. At the request of Coko-Werk, the Supplier is obliged to hand over these items to Coko-Werk within the time limit set by Coko-Werk if they are not necessary for the execution of the contract concluded with Coko-Werk.

(3) By delivering the goods, the Supplier guarantees that at the time of transferring its ownership to Coko-Werk, it is its owner and the goods are not encumbered with the rights of third parties or subject to any proceedings, including court enforcement proceedings or administrative enforcement proceedings. No retention of title reserved by the Supplier is effective with respect to Coko-Werk. In particular, extended or prolonged retention of title is excluded. In case of violation of the provision specified in this point, the Supplier is obliged to pay to Coko-Werk a contractual penalty in the amount of four times the value of the delivered goods, which the Supplier was not the owner at the time of transferring the ownership to Coko-Werk. The same applies if the delivered goods are encumbered with the rights of third parties or if the goods are subject to judicial enforcement proceedings or administrative enforcement proceedings.

§ 7 Warranty

(1) The Supplier is liable on the basis of the warranty with the following modifications and with the proviso that the duration of the warranty is hereby extended in such a way that the Supplier is liable on the basis of the warranty if a physical defect is found within 30 months from the date of delivery, unless a longer liability period for the Supplier results from the contract.

(2) Receipt of the goods does not mean that a check for quality defect is carried out. Coko-Werk has the right to inspect the quality of the goods according to the rules and deadlines specified in § 5 GCP. At the same time, late notification of a defect does not affect the rights and claims of Coko-Werk under the warranty.

(3) Notification of quantity differences shall be deemed timely if the Supplier is notified by Coko-Werk within 7 working days from the date of delivery of goods.

(4) The notification of hidden material, quality and quantity defects shall be deemed to be timely if the Supplier is notified by Coko-Werk within 30 working days of the defect being discovered.

(5) The receipt or approval of submitted standards or samples does not imply a waiver of warranty rights.

(6) Receipt of a delivery or acceptance of service without reservation does not mean a waiver of Coko-Werk's rights due to defects or delay.

(7) The Supplier is obliged, after receiving a complaint or a message of non-conformity or defect of the product, to immediately remove the defect or deliver a new product free of defects - at the choice of Coko-Werk, within the period set by Coko-Werk. The method and time of complaint realization by the Supplier cannot cause production stops in Coko-Werk. In addition to the above obligations, the Supplier shall be obliged to immediately pay the following



amounts incurred by Coko-Werk or charged to Coko-Werk upon receipt of the notice or debited accounting document from Coko-Werk equivalent to:

- costs of complaint handling, sorting, inspection, modification, repair, scrapping, additional packaging or transport of defective delivery;
- the costs of an expert opinion or an institute to establish a defect in the product or its extent;
- costs, losses and benefits lost due to a production downtime/ stoppage due to a defective delivery;
- any costs which will be charged to Coko-Werk by the customer due to a defective delivery
- the costs resulting from the use of the defective product by Coko-Werk for the production, in particular the costs of replacing the defective part in the goods placed on the market or withdrawing the defective goods from the market (so-called market recall)
- other damage due to delivery failure

The above rights of Coko-Werk do not affect and do not limit the rights and claims of Coko-Werk arising from the warranty defined by law and do not limit the claims for damages of Coko-Werk.

(8) Irrespective of the liability under the warranty for legal defects, in the event of such legal defects, the Supplier is obliged to immediately release Coko-Werk from all liability and claims by third parties.

(9) All exclusions or limitations of the Supplier's liability which have been included in the standard form contract used by the Supplier, regulations, general terms and conditions, etc., which would exclude or limit or modify to the detriment of Coko-Werk the Supplier's liability resulting from the Polish law and these GCP, are excluded. In particular, the Supplier shall not be entitled to extend the definition of force majeure, limitation of liability under warranty or liability for damages, or to introduce premises limiting or excluding his binding with the order.

(10) All reservations and provisions contained in invoices and delivery note issued by the Supplier which contradict or go beyond the order or these GCP and are not agreed with Coko-Werk in documentary form shall be deemed invalid and not binding on Coko-Werk.

(11) If, as a result of a complaint, the Supplier is in delay for at least 5 working days with the delivery of a sufficient quantity of defect-free goods instead of the defective goods, then Coko-Werk is entitled, at its own discretion, to purchase or repair these goods at the expense and risk of the Supplier. If, due to the production cycle, the purchase of a replacement product is an urgent action for Coko-Werk and it is not possible to purchase a comparable replacement product in due time, then Coko-Werk is entitled to purchase a similar product at the Supplier's expense, even if, due to increased parameters, it would turn out to be a much more expensive product. The provisions of this point shall also apply in case of delay of the original delivery of goods.

§ 8 Product liability of the manufacturer

(1) The Supplier shall be liable for any claims by third parties for personal injury or damage to property that arise in connection with the defective product supplied by it and shall be obliged to indemnify Coko-Werk against the resulting liability. If Coko-Werk is obliged to carry out a



recall process against third parties due to a defect in the goods delivered by the Supplier, all costs related to this shall be borne by the Supplier.

(2) The Supplier is obliged to maintain product liability insurance at its own expense, which must cover the following risks: recall of goods from the market, liability for personal injury or similar, and property liability associated with the loss of image (standing) by Coko-Werk in connection with a defective product and the need to recall the goods from the market. The sum insured referred to in the previous sentence may not be less than € 5,000,000. The Supplier will send Coko-Werk a copy of the third party insurance policy upon request.

(3) Failure by the Supplier to provide a copy of the insurance policy referred to in the previous section of this GCP within 3 days of receiving a request from Coko-Werk, entitles Coko-Werk to withdraw from the contract with immediate effect and to demand compensation for the non-performance of the contract by the Supplier

§ 9 Protection right

(1) By concluding a contract, accepting an order or making an offer, the Supplier automatically ensures Coko-Werk and guarantees that the products supplied by him do not infringe any protection rights (any industrial property rights, copyrights and related rights, as well as other intellectual property rights and know-how) vested in third parties.

(2) The Supplier is obliged, on the basis of strict liability, to release Coko-Werk from all claims made against Coko-Werk by third parties due to the violation of the aforementioned protection rights and to cover all necessary costs incurred by Coko-Werk in connection with the assertion of claims by third parties on this account.

(3) The above provisions do not affect Coko-Werk's statutory claims and entitlements due to legal and physical defects of the products.

§ 10 Right of withdrawal and right of termination

(1) In addition to the legal, contractual and other provisions of these GCP, Coko-Werk is entitled to withdraw from the contract in whole or in part (at Coko-Werk's discretion) within a period of no later than 6 months from the occurrence of one of the following conditions or to terminate the contract with immediate effect for an important reason. In particular, the following cases are considered as important reasons:

a. significant deterioration of the property situation or risk of significant deterioration of the Supplier's property situation and, as a result, threat of execution or proper execution of the obligation resulting from the contract,

b. insolvency or excessive debt of the Supplier,

c. violation by the Supplier of an essential obligation resulting from the contractual relationship and despite a notice, the Supplier does not remove the violation within the prescribed period,

d. termination of the contract with Coko-Werk by the customer of Coko-Werk or its withdrawal or limitation of the quantity of orders/contract to which the product purchased from the Supplier is related in comparison with the quantity established or projected before the conclusion of the contract by Coko-Werk with the Supplier or before placing the order by Coko-Werk with the Supplier; in such a situation, Coko-Werk may also terminate the contract with immediate effect



in part, i.e. only in relation to a part of the not yet completed deliveries (right to cancel the part of the established volume of deliveries/orders by Coko-Werk),

e. if the Supplier does not make progress in production, purchase or assembly of the ordered products, which endangers the timely completion of the Order / Contract in accordance with its terms, or there are other circumstances that may threaten the Supplier's compliance with the agreed deadline for delivery / assembly of a given batch of ordered products or the entire subject of the contract.

(2) If on the basis of this provision (with the exception of subpoint d) a declaration of withdrawal from the contract or termination of the contract is made, the Supplier shall be obliged to cover Coko-Werk incurred by Coko Werk as a result of this, costs and other damages, unless an important reason is not due to his fault, which the Supplier must prove.

§ 11 Confidentiality, contractual penalty

(1) The Supplier is obliged to keep confidential all information concerning Coko-Werk having economic value, including technical, technological, organizational information of the enterprise or other information having economic value and information about commercial conditions, about the content of contracts, orders, offers, terms of order and all information and documents made available to him by Coko-Werk or the Coko-Werk client, including information made available for the purpose of preparing an offer and the execution of the contract, in particular, data concerning the product being the subject of the contract and other data concerning Coko-Werk and the Coko-Werk client.

(2) The Supplier is obliged to keep Coko-Werk's company secret or information marked as confidential, as well as materials, documents and other information that are confidential (in particular technical or product-related data, CAD data, drawings, calculations, illustrations, construction sketches, product designs, patterns, machines, experimental installations, formulas / paints developed in-house, raw materials or other auxiliary materials) and not to make them available to third parties or make them public without the express written consent of Coko-Werk under pain of nullity. Persons to whom certain information is necessary for the execution of the contract (need-to-know) are not considered as third parties, whereby the Supplier guarantees Coko-Werk, on a basis of strict liability, to keep this information confidential by these persons.

(3) Point 1 does not apply to information which (a) is verifiably publicly known, or (b) has become publicly known without any fault on the part of the Supplier, or (c) is verifiably known to the Supplier, who is obliged to maintain confidentiality, prior to the commencement of the contract or during the term of the contract is legally acquired or will be acquired by a third party, or (d) is verifiably developed by the Party obliged to maintain confidentiality itself, or (e) is provided as part of professional legal services.

(4) Furthermore, the obligation of confidentiality does not cover information which, under mandatory legislation or pursuant to a court order issued by a competent court, must be made available to official authorities, courts or other third parties.

(5) The obligation of confidentiality continues to exist after the possible termination of the contract. Upon request of Coko-Werk, the Supplier is obliged to immediately release the information, materials, documents and objects provided.



(6) The Supplier shall take all necessary and feasible measures to prevent unauthorized persons from inspecting the confidential information etc. mentioned in points 1 and 2. If the Supplier, in order to fulfill his obligations, engages authorized third parties within the meaning of this paragraph of the GCP, he is obliged to ensure that they are contractually bound to confidentiality to the same extent and is liable for them on a strictly liability basis.

(7) For each case of violation of the confidentiality injunction, Coko-Werk is entitled to impose on the Supplier a contractual penalty of 20,000 PLN.

§ 12 Assignment, offsetting

(1) The assignment is not effective against Coko-Werk until a written notice of transfer from the seller has been served.

(2) The Supplier may offset its own claims with Coko-Werk counterclaims only under the condition that the claims to which the Supplier is entitled are established by a valid and binding court judgment.

§ 13 Final provisions

(1) The place of performance of all obligations arising from the contractual relationship is indicated in each order, unless otherwise agreed.

(2) The contractual penalties reserved in these GCP are cumulative and do not deprive Coko-Werk of the right to claim damages on general terms in the amount exceeding the contractual penalties.

(3) The court having territorial jurisdiction for all disputes arising from legal relations between Coko-Werk and the Supplier, in particular from the parties' contract, order, negotiations or other subject to these GPC is the court in Bydgoszcz. All disputes arising from legal relations between Coko-Werk and the Supplier are subject to the jurisdiction of Polish courts.

(4) Only Polish law applies, excluding private international law and excluding the United Nations Convention on Contracts for the International Sale of Goods.

(5) In the event that any provision of these GCP proves to be invalid, then such provision shall be deemed to be removed from the GCP and the remaining provisions of the GCP shall remain in force.

§ 14 GDPR

1. In accordance with the rules of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation hereinafter referred to as the GDPR Regulation), Coko-Werk informs that: The personal data controller is Coko-Werk Polska Sp. z o. o. with its seats at Lodowa 93D street 93-232 Łódź, e-mail address: iod@coko-werk.de.
2. Coko-Werk processes data in order to:
 - a) conclusion and performance of the contracts referred to in § 1 point (1) of the GCP. In such a case, the processing of personal data is carried out pursuant to Article 6(1)(b)

- of the GDPR Regulation;
- b) telephone and e-mail contact or other means of contact in matters related to the performance of contracts referred to in § 1 GCP - the legal basis for such processing is Article 6(1)(b) and (f) of the GDPR Regulation;
 - c) the recording of invoices and the fulfilment of other obligations under tax law, such as, for example, keeping accounting records for 5 years - the legal basis for such processing is Article 6(1)(c) of the GDPR Regulation;
 - d) establishing, asserting or defending against claims - the legal basis for such data processing is Article 6.1.f of the GDPR Regulation, which allows for the processing of personal data if in this way Coko-Werk pursues its legitimate interest (in this case the interest is to have personal data to establish, assert or defend against claims);
 - e) for archival and evidentiary purposes, to secure information which may serve to demonstrate facts of legal significance. The legal basis for such data processing is Article 6. 1. f of the GDPR Regulation, which allows processing of personal data if in this way Coko-Werk realizes its legitimate interest (*in this case, the interest is to have personal data to prove certain facts related to the performance of the contract*).
3. Coko-Werk for the purpose of achieving the objectives referred to in point 2 above may provide personal data to:
- a) its authorized staff and associates,
 - b) entities which Coko-Werk uses in the performance of the Contract if the performance of the Contract requires so,
 - c) entities participating in the performance of the contract to the extent necessary for its implementation, entities providing accounting services, a law firm,
 - d) to banks, insurers to the extent necessary for the performance of the Contract and claims arising therefrom, in particular the scope of making payments, the scope of reporting claims under insurance,
 - e) the service provider who has been entrusted by contract with the processing of data for the purpose of providing services to Coko-Werk, in particular IT to the extent necessary for the proper performance of those services,
 - f) institutions entitled to control the activity of Coko-Werk or entities entitled to obtain personal data under separate legal regulations.
4. The data will be processed and stored for the entire duration of the Contract and the time necessary for its settlement. In the event that personal data will be stored for the duration of the Contract or in the event that the data are processed on the basis of a legitimate interest pursued by Coko-Werk as the administrator, the processing period lasts until the aforementioned interest ceases. The provisions of generally applicable law may extend these periods. After the expiry of the aforementioned periods, personal data shall be deleted or rendered anonymous.
5. Persons whose personal data are processed by Coko-Werk are entitled to:
- a) to access their personal data and to receive a copy of the personal data that are processed;
 - b) to correct their incorrect data;
 - c) request the erasure of data (right to be forgotten) in the event of the circumstances provided for in Article 17 of the GDPR Regulation;
 - d) require a restriction of processing in the cases referred to in Article 18 of the GDPR Regulation;
 - e) to object to the processing of data in cases indicated in Article 21 of the GDPR Regulation;
 - f) transfer of supplied data, processed by automated means.
 - g) make a complaint to the supervisory authority (*Urząd Ochrony Danych Osobowych, ul. Stawki 2, Warszawa*).

6. The provision of personal data is voluntary, however, the lack of their indication will prevent the conclusion or implementation of the contract.
7. If, on the basis of the contract mentioned in § 1 of the GCP, in order to perform it, personal data of the Supplier's employees or collaborators are transferred (regardless of the legal basis of this cooperation), the Supplier is obliged, acting as a proxy of Coko-Werk, to fulfill the information obligation in a manner enabling the above mentioned persons to get acquainted with it (in particular by hanging this information in its seat in a manner enabling to get acquainted with its content and placing it electronically on internal servers creating the possibility to get acquainted with and download information by the above mentioned persons). This information should contain the data indicated in points 1-6 above and additionally the source of personal data and the categories of data provided (in particular, name, surname, e-mail address, telephone number, address, other data in situations where it is necessary for the proper performance of the contract, including the identity card number in a situation where it is required to identify the persons participating in the transport of goods).
8. If, on the basis of the contract referred to in §1 of the GCP, in order to perform it, the Customer provides personal data of other persons participating in the performance of the contract, including, in particular, in e-mail correspondence and documents accompanying the shipment, the Customer is obliged, acting as a proxy of Coko-Werk, to fulfill the information obligation by providing information in a way that allows the persons whose data are provided to become familiar with its content. This information should contain the data indicated in points 1-6 above and additionally the source of personal data and the categories of data provided (name, surname, e-mail address, telephone number, address, other data in situations when it is necessary for the proper performance of the contract, including the ID card number in a situation when it is required to identify the persons participating in the transport of goods).