



GENERAL TERMS AND CONDITIONS OF PURCHASE - AS-P-7.4-Z07

APPLIED BY ASTROMAL SPÓŁKA Z O.O. S.K.
WITH ITS REGISTERED OFFICE IN WILKOWICE, UL. GRANICZNA 7, 64-115 ŚWIĘCIECHOWA,
ENTERED IN THE REGISTER OF ENTREPRENEURS BY THE REGIONAL COURT FOR POZNAŃ NOWE MIASTO AND WILDA IN POZNAŃ
9TH COMMERCIAL DIVISION OF THE NATIONAL COURT REGISTER UNDER KRS NO. 0000763301,
NIP (Tax Identification Number) 697-20-74-271, REGON (National Official Business Register Number) 411437411,
SHARE CAPITAL OF PLN 602,000.00

Article 1. General Provisions

1.1 The General Terms and Conditions of Purchase set out the rules of cooperation for entities (Suppliers) in relation to the deliveries to Astromal Sp. z o.o. sp.k., hereinafter referred to as Astromal, i.e. the purchases or orders made by Astromal and other agreements in which Astromal purchases goods or acts as a beneficiary

1.2 Performing any commercial activities for Astromal is tantamount to the acceptance of the General Terms and Conditions of Purchase. None of the terms and conditions established by the Supplier shall apply to Astromal Sp. z o.o. if they are not approved by Astromal in writing by electronic means.

1.3 Supplier shall be understood as any entity that supplies Astromal with goods or services or offers to supply goods or (value-added) services, regardless of the type of agreement, which in particular applies to supply and sales agreements.

1.4 The Supplier of critical products shall maintain a weekly stock of the critical product based on the current demand for the last 3 months.

1.5 The critical product includes products which, in case of late delivery or delivery that is inconsistent in terms of quality, may result in contractual penalties to be imposed on Astromal by the customer and, consequently, recourse claims against the Supplier of critical products.

1.6 In accordance with DIN 6701-2, the supplier of adhesives undertakes to provide certificate 3.1 with each delivery of adhesive, primer, or activator. If this is not possible, they shall undertake to send such certificates by email to: certyfikaty@astromal.pl

Article 2. Compliance with the order

2.1 The Supplier shall deliver the goods in accordance with the order and the technical specifications insofar as they have been provided by Astromal. The Supplier shall also be responsible for the functionality of the manufactured items and shall be obliged to inform Astromal, prior to the execution of the agreement, of any possible irregularities in the design or assumed functionality of the Subject Matter of the Order. If the ordered component has to comply with certain tests (e.g. flammability standards), the Supplier shall be obliged to attach a relevant certificate with the delivery document and their conformity with the actual state.

2.2 Astromal reserves the right to amend technical specifications relating to any part of the Subject Matter of the Order.

Any changes in prices or other terms and conditions resulting from such changes shall be agreed in writing or in a document form before the implementation of such changes in the production equipment and the commencement of deliveries of any parts that underwent modifications by the Supplier, otherwise the terms and conditions and prices prior to the modification shall apply.

2.3 The Supplier shall confirm in writing or in a document form each Purchase Order delivery date set by Astromal; should the Supplier introduce any changes to that schedule, it shall notify Astromal of it in writing in advance.

2.4 The Supplier shall each time confirm Astromal's stated deadline for completion of the Order in written, electronic or document form. The Supplier shall be obliged to inform Astromal of any change to the initially agreed date sufficiently in advance to allow Astromal to fulfil its agreements and orders, which does not exempt the Supplier from liability for damage resulting from late deliveries. A change of date requires the consent of Astromal Sp. z o. o. expressed in written, electronic or document form.

2.5 The Supplier shall be obliged to notify Astromal of any changes to materials and parameters before these changes are implemented. In the absence of such notification, Astromal shall be entitled to demand delivery using the materials and parameters used prior to the change.

2.6 The condition for the acceptance of deliveries and registration of invoices in our system is the submission of the following documents certifying the quality/type of the goods, respectively: certificate 3.1 in accordance with PN 10204, certificate of analysis, product data sheet, upon the first delivery and in case of each update.

2.7 In the event of a change in the specification of the goods to be supplied, the Supplier shall be obliged to inform Astromal of such change and obtain its written consent to implement it in the goods supplied to Astromal.

Article 3. Price and payment

3.1 The price for the Subject Matter of the Order shall be stated in the Purchase Order and shall be valid until the Parties agree on a new price in writing or a document form. Unless otherwise agreed in writing, the price given for any part shall be a fixed price, including all duties, charges, fees and taxes in the country of origin of the parts.

3.2 All invoices shall be properly addressed, without designating any person for the attention of whom the invoices should be submitted, and shall contain all information required by Astromal.



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The Supplier shall be obliged to state on the invoice the number of a bank account that has been placed on the so-called "whitelist", until at least the due date for payment, and shall be obliged to compensate Astromal for any damage incurred due to the fact that the bank account is not included in such list at the time of payment. Payment shall be made to the bank account referred to in the preceding sentence, which does not exclude the use of a split payment system.

3.3 Making the payment shall not be tantamount to the acceptance of the delivery or the invoiced amount.

Article 4. Delivery and transfer of ownership

4.1 The agreed delivery terms and conditions shall be construed in accordance with "INCOTERMS 2010". Unless otherwise agreed, the supplier's clause shall be DAP (Delivered at Place), the place indicated in the Purchase Order.

4.2 The Supplier shall pack parts in accordance with the instructions provided by Astromal.

4.3 The Supplier shall pack the Subject Matter of the Order in accordance with the instructions provided by Astromal. In the absence of specific requirements, the Supplier shall pack the Subject Matter of the Order sufficiently to protect it from any damage or loss of value.

4.4 Unless Parties agree otherwise in writing, the price for packaging shall be included in the price for the Subject Matter of the Order.

4.5. The Parties shall agree on the conditions for receipt of returnable packaging by the Supplier in written, electronic or document form. In the absence of any other agreement between the Parties, Astromal shall be entitled to require the Supplier to immediately collect empty packaging at no additional charge.

Article 5. Warranty on parts, suitability for intended use

5.1 The Supplier shall guarantee, for the period of two years (unless a longer period is agreed) from the date of delivery of the parts to the end-user, as follows: the Subject Matter of the Order complies with the Order, Technical Specifications and any designs approved by Astromal, it is free from technical and legal defects, in materials, workmanship, manufacture, and design (to the extent that the Supplier, its employees, agents, contractors and/or sellers are responsible for the design) and will be suitable and adequate for the applications for which it is intended.

5.2 The Supplier shall inform Astromal without delay, but no later than 72 hours after detection, of any defects, detected or anticipated to be detected, which have been sent to Astromal or have already been produced or arise from design or other instructions.

5.3 The Supplier shall be obliged to provide Astromal with information on the Subject Matter of the Order if it does not meet the requirements, and to obtain Astromal's written consent to the supply of non-conforming material. Otherwise, the Subject Matter of the Order that does not meet the requirements may not be delivered or, if delivered, may be returned to the Supplier with a request for delivery of a Subject Matter of the Order that complies with the order and other instructions.

5.4 The Supplier shall ensure that they have obtained all information on the intended purpose, use, application and other conditions affecting the Subject Matter of the Order or its conformity to the Order, application, functionality and durability. At the Supplier's request, Astromal shall provide all information that may be relevant to the design, manufacture, application, functionality, durability and conformity of the Subject Matter of the Order with the Order.

Article 6. Liability for defects or other non-compliant deliveries

6.1 In the event that the Subject Matter of the Order does not meet the requirements set forth in Article 5 (1), Astromal shall be entitled to demand immediate delivery of the Subject Matter of the Order or, at its choice, rectification of the delivered Subject Matter of the Order. This shall not preclude Astromal's other statutory rights.

6.2 If the defective goods cannot be repaired or replaced without delay, or if there is a risk of Astromal's production being disrupted or of Astromal's deliveries being disrupted, Astromal shall have the right, without the consent of the Court or the Supplier and at the Supplier's expense, to make the necessary repairs or to withdraw from the Agreement in whole or in part within 60 days, counting from the date on which the defect was discovered, and to make substitute purchases from other supplier(s) without the consent of the Court or the Supplier.

6.3 If due to the delivery of a defective part Astromal considers it to be necessary to carry out an inspection of all parts of the same type provided by the Supplier, Astromal shall have the right to carry out such inspection at the Supplier's cost and without the Supplier's consent after notifying the Supplier of this fact. The notice shall include a description of the nature of the defect as well as the time



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and place of the inspection. If possible, the Supplier shall be present at the inspection.

6.4 If the delivery does not include the quantities referred to in the Order, Astromal shall have the right to require an immediate correction of irregularities, and the Supplier shall compensate Astromal for all costs arising out of or related to the delay or deficiencies in the delivery. If the Supplier delivers quantities exceeding the quantities ordered by Astromal or delivers the goods ahead of schedule, Astromal shall not be responsible for accepting delivery, storage or the consequences related to such parts and, in addition, shall have the right to return the excess or the delivery supplied ahead of schedule to the Supplier at the Supplier's expense and/or to receive a remuneration for storage of the goods in the amount of 1% of the net price of the non-accepted goods for each day of storage. Acceptance of delivery before the agreed date is only possible with the consent of Astromal Sp. z o. o. expressed in written, electronic or in document form.

6.5 In the event of delayed delivery, Astromal shall have the right to:

- 1) withdraw from the Agreement in whole or in part within 60 days of the agreed delivery date;
- 2) make substitute purchases from other suppliers.

In the event of late delivery, including in the event of withdrawal from the Agreement on such grounds, the Supplier shall cover all losses of Astromal and satisfy all legitimate claims of its contractors for costs, losses and damages arising due to late delivery.

Article 7. Transfer of production

7.1 The Supplier has been chosen by Astromal based on, among other things, Astromal's expectations regarding capacity to manufacture and deliver Subject Matter of the Order of the required quality, and to comply with the provisions of the Agreement for deliveries in the remaining scope. Therefore, the Supplier shall not transfer the production of parts, in whole or in part, without a written consent of Astromal.

If Astromal agrees to the transfer of production or to the subcontracting of all or part of the production to another entity, such a change shall be carried out at the Supplier's risk and may not affect correct performance of the Agreement by the Supplier, and the Supplier may not excuse themselves with the charges referred to in Art. 429 of the Civil Code. If as a result of the above-mentioned transfer of the production of parts the Agreement is performed by an entity other than the Supplier, the Supplier shall ensure that such

entity assumes obligations resulting from any terms and conditions contained in the Agreement for deliveries towards Astromal (prior to or concurrently with the said transfer, indicating Astromal as the third-party beneficiary in writing); however, the Supplier shall still be held responsible for the performance of the Agreement for deliveries jointly and severally with the sub-supplier. Upon Astromal's request, the Supplier shall provide Astromal with such written commitment from the sub-supplier or else Astromal has a right to withdraw from the Agreement with the Supplier in whole or in part within 60 days of the request.

7.2 Any requirements that are included in the General Terms and Conditions of Purchase, regarding the quality of products shall be applicable in the entire supply chain. If the Supplier subcontracts the production in full or in part, it shall notify its suppliers of the requirements and enforce compliance with those requirements.

Article 8. Code of Conduct, environmental issues

8.1 The Supplier shall comply with the Code of Conduct of Astromal and the requirements regarding environmental issues provided by Astromal.

Article 9. Final Provisions

9.1 Astromal has the status of a large entrepreneur as defined in Art. 4(6) of the Act of 8 March 2013 on counteracting excessive payment delays in commercial transactions.

9.2 The Supplier shall immediately notify Astromal in writing of any change in its address. If such notification is not provided, the correspondence sent to the address indicated in the last agreement, order, or other commercial activity or to the address disclosed in the relevant register (KRS [National Court Register] or CEiDG [Central Registration and Information on Business]) shall be considered duly delivered.

9.3 In the even that certain provisions of the General Terms and Conditions of Purchase are excluded, the remaining provisions shall remain in force.

9.4 Astromal shall not accept any general terms and conditions of agreements or standard agreements of the customer. All deliveries shall also be subject to Astromal's General Terms and Conditions of Insurance insofar as they do not contradict the General Terms and Conditions of Purchase.

9.5 Any disputes between the Parties shall be settled by a common court having jurisdiction over the Astromal's registered



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office. The disputes shall be settled in accordance with the
(substantive and procedural) law of Poland.

9.6 The provisions of the Civil Code shall apply to all matters
not settled in the General Terms and Conditions of Insurance.

9.7 The General Terms and Conditions of Purchase shall be
communicated to the suppliers by inclusion at the end of the Purchase
Order, and in case of e-mail correspondence, by attachment to that
correspondence.