

## General Terms and Conditions of Purchase

Version dated 1.10.2020

### 1. Scope

- 1.1 These General Terms and Conditions of Purchase (hereinafter also referred to as “GT&CP”) apply to all contracts concluded between Majorel Polska Sp. z o.o. with its registered office in Warsaw, al. Jerozolimskie 65/79, 00-697 Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS no. [National Court Register no.] 0000729336, NIP [Taxpayer ID no.]: 5272849893, REGON [Business ID no.]: 380045376, share capital: PLN 39,895,950.00, (hereinafter referred to as “the Ordering Party”) and the Supplier (hereinafter referred to as “the Supplier”), the subject matter of which is to purchase products by the Ordering Party from the Supplier or to provide services by the Supplier to the Ordering Party – from among products or respectively services provided or rendered under the current economic activity carried out by such Supplier.
- 1.2 Any general terms and conditions of the Supplier’s contracts, including those that conflict with the GT&CP, are hereby expressly excluded, and even in cases where the Supplier requires special form of exclusions. Only these General Terms and Conditions of Purchase (defensive clause) shall apply to contracts concluded between the Ordering Party and the Supplier. Collection of deliveries of products and rendered services shall not in any way constitute acceptance of the Supplier’s general terms and conditions.
- 1.3 Any changes to the GT&CP, as well as any collateral or additional arrangements, shall require a consensual declaration of intent by both parties in writing under pain of nullity; the same applies to any waiver of the requirement to make such a written form.

### 2. Orders

- 2.1 Orders constitute an offer by the Ordering Party to conclude a contract with the Supplier ensuring that the Supplier obtains a marked product (products, as appropriate) or service (services, as appropriate) for the price or remuneration indicated in the order, or, if no such indication is provided, in accordance with the Supplier’s price list (hereinafter: “Order”).
- 2.2 All Orders, as well as any changes or additional Orders shall be placed by the Ordering Party in writing or via e-mail, the internet ordering system or the EDI (Electronic Data Interchange) system. In the case of orders other than those submitted in writing sent by the Ordering Party to the Supplier on the Supplier’s working day by 2 p.m., it is assumed that they were submitted on the day they were sent, and in the case of orders sent after 2 p.m. – on the Supplier’s first working day following the day on which the order was sent. The Supplier may present reservations to the Order within 2 working days from the date of placing it. All Orders placed by the Ordering Party shall be binding on the Supplier, unless the Ordering Party submits objections, within the period referred to in the preceding sentence.
- 2.3 The Ordering Party shall have the right to make changes in deliveries or agreed services provided that the Supplier does not object. The consequences of such changes must be duly taken into account, especially with regard to discrepancies in costs and changes in delivery dates.
- 2.4 The Supplier may perform deliveries or services in parts only with the prior written consent of the Ordering Party; in such cases, the remaining part of the Order shall be specified on the delivery note.
- 2.5 Any written or similar correspondence from the Supplier concerning a given Order shall include the SAP Order number or a relevant other number given on the Order form and be addressed to the Ordering Party’s employee

responsible for the completion of the described Order.

### **3. Prices**

All prices (or remuneration, as appropriate) include any additional costs, in particular transport, packing, insurance and customs charges and delivery costs, excluding VAT. If, after the conclusion of a contract, but before the delivery of the product or provision of the service, the Supplier reduces his prices (or remuneration, as appropriate), the Ordering Party will also benefit from such reductions, which means that he will be obliged to pay the price (or remuneration as appropriate) with such reduction.

### **4. Delivery, packing, proof of origin, collection**

4.1 The date and place of delivery is always indicated in the Order.

4.2 The Supplier shall be obliged to deliver to the place indicated by the Ordering Party in the Order, from Monday to Friday, from 8:00 am to 6:00 pm, unless otherwise specified in the Order.

4.3 The Supplier shall be fully responsible for the application of appropriate environmental procedures when performing the contract. The Supplier shall be obliged to keep the relevant technological regulations and European and Polish laws and regulations, as well as any other laws and regulations in force in the place of execution of the Order, in particular regulations concerning environmental protection, fire safety, hazardous materials, dangerous goods and accident prevention. The Supplier shall be obliged to observe generally accepted principles of safety and health at work. The Supplier shall be responsible for proper protection and marking of supplied products.

4.4 The Supplier must attach all necessary delivery documents upon delivery. Delivery documents must include the delivery address, SAP Order number or any other number given on the Order form, Order item numbers, the name of the Ordering Party's employee responsible for the purchase, quantity ordered and delivered, shipment weight, and any other relevant information. Missing or incomplete delivery documents shall constitute sufficient grounds for the Ordering Party to refuse to collect such delivery.

4.5 The products shall be properly packaged in accordance with standard commercial practice, using as much environmentally friendly packaging material as possible. If the Ordering Party specifies special instructions for packaging the product, he may refuse to collect delivery if it does not follow those instructions. The packaging of the product shall be selected in a way that will not cause the Ordering Party any additional costs of its disposal. Where possible, reusable packaging shall be used. If the Supplier uses such packaging, it shall be clearly described and marked on the packaging accordingly. Reusable materials shall be delivered and returned at the Supplier's expense and risk.

4.6 In case of products intended for further sale or disposal by the Ordering Party to a country other than the Republic of Poland, the Supplier shall be obliged to provide all necessary documents, a written declaration concerning the origin of the products, in accordance with the customs law and using appropriate forms. The Supplier shall be obliged to send such a declaration to the Ordering Party not later than upon the first delivery. The Supplier shall be obliged to ensure that the products supplied by him comply with the law and, for deliveries to countries other than the country of origin, with the relevant provisions in force in the country of destination.

4.7 Delivered products shall become the property of the Ordering Party at the time of delivery to the Ordering Party.

## **5. Qualifications**

The Supplier will perform the obligations covered by the contract with the utmost care provided for by the professional nature of its business.

## **6. Personnel**

- 6.1 The Supplier shall ensure that he has adequate preparation and experience to properly perform his obligations under the contract, and in performing them, he will use only personnel properly qualified and trained, equipped with appropriate equipment and ensuring achievement of the expected level of quality of the activities provided in accordance with point 5 of the GT&CP.
- 6.2 The Supplier will always use his personnel (acting in the Supplier's name and on behalf of his employees, associates and any other persons acting in his name and on its behalf in performing the contract with the Ordering Party) to carry out the agreed deliveries and services. The personnel must have valid employment contracts or other civil law contracts signed with the Supplier and will receive remuneration for their work in accordance with applicable regulations. The Supplier will instruct its personnel to strictly comply with the regulations concerning safety at work, protection of young people and applicable legal and official restrictions. Supplier will continuously monitor his personnel to ensure compliance with those regulations.
- 6.3 The Supplier may entrust the delivery of a product or the performance of a service in part or in whole only to an appropriate and reliable subcontractor. The Supplier shall be fully liable, on a strict risk basis, for any acts, failures and omissions of his subcontractors or other members of his personnel, and any losses resulting therefrom, as if they were acts, failures and omissions of the Supplier himself. Supplier will ensure that his sub-contractors and other members of his personnel undertake to maintain the confidentiality and privacy of data, in particular that they agree to maintain the confidentiality and privacy of data in accordance with the provisions concluded between the Ordering Party and Supplier. The outsourcing of the performance of a service or supply to sub-contractors or other members of Supplier's personnel shall not limit Supplier's obligations or give rise to claims by sub-contractors or other members of Supplier's personnel against the Ordering Party.

## **7. Delays, penalties**

The Supplier shall be responsible for meeting the agreed deadlines for the performance of his obligations. The Ordering Party shall be entitled to charge the Supplier a contractual penalty for each delay in the delivery of a product or service in relation to the deadline resulting from the contract in the amount of 1% of the value of the order relating to such a product or service for each day of delay, but not more than 100% of the value of such order. The Ordering Party shall have the right to claim damages exceeding the amount of the reserved contractual penalty. This provision shall not affect any additional claims arising from delays.

The Supplier shall be obliged to immediately notify the Ordering Party of foreseeable delays.

Unconditional acceptance or payment for late delivery of a product or late performance of a service shall not constitute a waiver of any claims to which the Ordering Party is entitled due to late delivery or service.

## **8. Warranty, quality assurance, risk of loss of property, substitute benefit**

- 8.1 Warranty exclusions shall be ineffective. Liability under the warranty shall not be limited or excluded by the parties in any way.
- 8.2 If the product is delivered by the Supplier to a place other than the one indicated by the Ordering Party in the Order, the Supplier shall bear all costs which arise due to the Ordering Party's transport of the subject matter of the contract

to another location after taking over the product.

- 8.3 The Supplier shall ensure that all products supplied by him are safe, new, free from any defects, may be used for their intended purpose and meet all requirements provided for in relevant regulations and standards, and have been supplied in accordance with Orders placed by the Ordering Party and other provisions of the contract.
- 8.4 Without prejudice to other rights vested in the Ordering Party, if the Supplier is in delay with the performance of its contractual obligations, the Ordering Party may outsource the performance of a given obligation to another entity or perform a given obligation independently, at the expense and risk of the Supplier, while informing the Supplier of this fact, after prior notice by e-mail with an additional 3-day deadline to perform the delayed obligation (substitute service).
- 8.5 If health and safety rules shall be taken into account in connection with supplies or services, the Supplier must provide written notification of this fact.
- 8.6 Persons from the Supplier's personnel performing their duties at the Ordering Party's premises shall be obliged to follow the regulations of conduct in force at the Ordering Party's premises, as well as the instructions posted in the appropriate place on the information board or given by the Ordering Party's representatives responsible for these matters.

## **9. Invoicing and payment conditions, deductions**

- 9.1 The Supplier shall provide his invoices detailing the Order number, the name of the Ordering Party's employee responsible for the purchase, the quantity and prices of the ordered products delivered and, if applicable, the SAP Order numbers or any other number given on the Order form. In the event of delivery of an incorrectly issued invoice, the deadline for payment of the amount due covered by such invoice shall be extended by the number of days by which delivery of the correctly issued invoice to the Ordering Party is delayed.
- 9.2 The Ordering Party agrees to receive invoices, correction invoices and their duplicates in electronic format, only in the form of PDF files, which will be each time sent by the Supplier to the Ordering Party via e-mail to the Ordering Party's e-mail address: kancelaria@majorel.pl, unless the Ordering Party indicates in the Order a different e-mail address for delivery of invoices in electronic format. Only one invoice may be sent per e-mail. In the title of the e-mail, the Supplier shall include its name and number and date of issue of the invoice or correction invoice. The date of receipt of the invoice, correction invoice or its duplicate by the Ordering Party shall be deemed to be the date of receipt of the document on the Ordering Party's server.
- 9.3 Each invoice, additionally to the mandatory elements required by law, has to contain referential information requested by the Ordering Party: purchase order number and the cost center. If the Supplier does not include those information, the invoice will be considered invalid and the payment term will be extended by the time needed to deliver correctly issued invoice.
- 9.4 Unless otherwise agreed, payment shall be made within 60 calendar days of delivery of a correctly issued invoice to the Ordering Party to the e-mail address mentioned in par. 9.2.
- 9.5 The Supplier, together with the conclusion of the contract, agrees to set off any claims of the Ordering Party against the Supplier resulting from the contract or other contracts binding the parties, including future or non-matured claims of the Ordering Party, against the claims of the Supplier against the Ordering Party under the supply contract or other contracts binding the parties. In the remaining scope, the provisions of the Civil Code concerning the deduction (within the meaning of the Civil Code) of mutual receivables shall apply.

## **10. Force majeure**

- 10.1 In the event of force majeure, which shall be deemed to be an extraordinary external event beyond the control of a party and whose occurrence and duration are beyond the control of that party and which that party was not able to foresee or prevent despite having taken all due care, including the actions of the authorities and others (force majeure shall not include an event attributable to a party or to a third party for whom that party is responsible), the contracting parties will be relieved of their obligations for the duration of such disruption. This shall also apply in the event of the above described events occurring during the period in which the party concerned experiences a delay. As far as possible, the contractual parties will notify each other of such situations and adapt their obligations in good faith to changes in circumstances.
- 10.2 If the force majeure lasts for more than 7 days or the performance of the contract has become completely impossible to perform, the Ordering Party shall have the right to terminate the contract.
- 10.3 For the avoidance of doubt, the parties confirm that they will not regard as 'force majeure' circumstances relating to restrictions on companies' activities caused by a state of epidemic emergency or a state of epidemics due to SARS-CoV-2 infections.

## **11. Supply chain security**

- 11.1 If the Supplier violates any of the conditions or customs regulations, either in part or in whole or incorrectly complies with the documentation required by the applicable customs regulations, the Ordering Party shall have the right to terminate with immediate effect the contract for the supply of a product or service to which the irregularity relates.
- 11.2 Furthermore, by concluding the contract, the Supplier shall, to the extent permitted by law, indemnify the Ordering Party against any claims of third parties resulting from the Supplier's partial or total non-performance of his obligations, in particular those relating to customs offices, regardless of the legal basis for such claims. In case a third party makes any claims against the Ordering Party with respect to the performance of the Supplier's obligation, the Supplier undertakes to enter into the pending proceedings on the Ordering Party's side, to cover all costs of such proceedings, in particular court costs and costs of legal representation, as well as to pay the amount of the claim adjudged in favor of the third party. This provision shall not affect any additional rights to damages or any other claims or rights.
- 11.3 The Supplier shall pay all costs incurred by the Ordering Party as a result of the Supplier's failure to submit relevant documents correctly or as a result of the Supplier's partial or total failure to fulfil his obligations, in particular his obligations to the authorities in accordance with the customs security declaration, including the costs of termination without notice.

## **12. Acquisition of energy services, products, equipment and energy**

When purchasing energy services, products or equipment which have or could have an impact on significant energy consumption, the general or specific purchasing department must assess the products and services in terms of their energy efficiency.

In this respect, energy efficiency affects the Ordering Party's purchasing decision. For products and appliances with similar properties, those with higher energy efficiency are preferred.

### 13. Confidentiality

13.1 The Supplier shall be obliged:

- 1) not to disclose, share or transmit Confidential Information to any person or entity in any way, except to grant access to Confidential Information to designated persons for the purpose of properly performing the obligations arising from the parties' cooperation;
- 2) not to use Confidential Information in any way other than for the purposes of proper performance of his obligations, including not to use it for direct or indirect benefit or in any of its own or third party's activities.

13.2 "Confidential Information" shall mean any information related to or concerning the Ordering Party's enterprise, information related to the parties' cooperation, as well as any other information of economic value obtained by the Supplier, regardless of whether such information is made available or obtained in oral, written, electronic, visual, magnetic or digital form, or in any other form, whether in the manner or for any purpose the Supplier comes into its possession in connection with or on the occasion of the parties' cooperation, and regardless of whether such information was marked as "confidential", "proprietary" or similar.

13.3 Confidential Information shall not be information:

- 1) that is commonly known;
- 2) that is intended for distribution by written agreement between the parties;
- 3) that is required to be disclosed by law;
- 4) the disclosure of which will be requested by the competent authority in the form and content prescribed by law, but only to the extent necessary;
- 5) the disclosure of which is necessary for the proper implementation of the provisions of the contract concluded with the Ordering Party.

13.4 In order to properly fulfil the confidentiality obligation referred to in 14.1 of the GT&CP, the Supplier shall be obliged in particular:

- 1) to ensure the effective and appropriate safeguarding of Confidential Information;
- 2) to limit the number of people entitled to access Confidential Information;
- 3) to prevent access to Confidential Information by unauthorized persons;
- 4) to prevent unauthorized persons from modifying or removing Confidential Information;
- 5) to provide training to employees, associates, advisors, consultants and any other persons acting in the Supplier's name and on behalf of the Supplier in performing the obligations arising from the parties' cooperation, as well as to any persons who gain access to Confidential Information on the Supplier's part in performing their duties of confidentiality and processing Confidential Information (the training will also include an instruction on the prohibition of the processing, including acquisition and dissemination, of any Confidential Information if the person concerned is not expressly authorized to do so),
- 6) to irreversibly delete any recording or recording in any form (including magnetic and digital) of Confidential Information from any device (including any media) that will not be transmitted or returned to the Ordering Party upon completion and settlement of the cooperation between the parties;
- 7) to immediately inform the Ordering Party of all events relating to a suspected breach or breach of the security of Confidential Information.

13.5 Supplier shall be fully responsible for maintaining the confidentiality of Confidential Information by members of his personnel, including his employees, associates, subcontractors, as well as consultants, advisors and any other persons acting in his name and on his behalf, as well as for any persons who have gained access to Confidential Information on the Supplier's part, regardless of whether the Supplier has agreed to such access. An act or omission

of such persons will be treated as an act or omission of the Supplier, in particular as regards unauthorized processing, including the acquisition and dissemination, of any Confidential Information. The Supplier's liability in this regard may not be limited or excluded.

13.6 The Supplier shall be obliged to guarantee the correct performance of confidentiality obligations, and in case of a breach of the obligations set out in 14.1 of the GT&CP, he shall be obliged to pay the Ordering Party a guarantee amount of PLN 100,000.00 (one hundred thousand Polish zloty) for each breach. The Ordering Party shall have the right to claim damages exceeding the amount of the reserved warranty amount.

13.7 The provisions of [section] 14 of the GT&CP shall remain valid for the duration of the contract in question and for a period of 3 years after the expiry of its term.

#### **14. Copyright**

14.1 Unless the content of an order placed by the Ordering Party, the nature of the legal relationship established between the parties, or separate and explicit written arrangements made between the Ordering Party and the Supplier indicate otherwise, in the case: (i) that a work is produced (within the meaning of this term in accordance with the Act of 4 February 1994 on Copyright and Related Rights – hereinafter in this meaning: "Work") in connection with the performance of the contract by the Supplier, or (ii) a product or service supplied by the Supplier, in part or in whole, will constitute a Work, or the supply of a product or service supplied by the Supplier includes a manifestation of creative activity, which will constitute a Work, then the Supplier, subject to the provisions below: (i) transfers to the Ordering Party the whole of the author's economic rights to all such Works; (ii) grants the Ordering Party permission to exercise the author's derivative rights to such Works; and (iii) transfers to the Ordering Party the exclusive right to authorize the exercise of derivative rights to such Works. The transfer of rights shall take place within the price or, as the case may be, the remuneration accepted in the contract without additional charges and takes place with the issue of a copy of a given Work.

14.2 If the Supplier is entitled to the rights to a given Work jointly with the Ordering Party, in particular due to co-authorship, the transfer of all the rights referred to in the above provision refers to the scope of the rights that the Ordering Party does not have.

14.3 The transfer of rights in favor of the Employer shall concern in each case the entire copyright to the Works and take place without any limitations as to the territory and time; therefore, the transfer of author's economic rights concerns all known fields of exploitation, in particular those indicated in Article 50 of the Act of 4 February 1994 on Copyright and Related Rights, and includes but is not limited to:

- 1) in respect of recording and multiplication of Works – the production, by any known technique, of copies of Works, including printing, reprographic, magnetic recording and digital technique;
- 2) in respect of circulation of the original or copies on which the Work has been recorded – marketing, lending or rental of the original or copies;
- 3) in respect of distribution of Works, in a manner other than specified in point 2) above – public performance, exhibition, display, reproduction, broadcasting and re-broadcasting, as well as making Works available to the public in such a way that everyone can have access to them at the place and time of their choice;
- 4) in respect of reproduction or other use in the provision of services, production or creation of products or parts thereof, or to have such activities performed.

14.4 The Supplier shall be obliged to obtain the consent of the authors of the Works (including possible authors acting in the name and on behalf of the Ordering Party), not to exercise their moral copyrights, and to exercise the moral copyrights and derivative rights to these Works by the Ordering Party and third parties indicated by him.

- 14.5 As soon as the rights to the Works are transferred, the Supplier agrees that the Ordering Party and third parties authorized by him may exercise their moral rights and derivative rights to those Works. The Supplier shall ensure that the authors do not withdraw their authorization for the exercise of derivative rights to Works by the Ordering Party and persons indicated by him, in particular that the authors do not withdraw their authorization when the Ordering Party outsources the execution of the development of Works to third parties.
- 14.6 As part of the remuneration or price, respectively, the Ordering Party shall acquire ownership of the copies of the transferred Works.
- 14.7 If the Supplier does not have full economic copyrights and derivative rights to a given Work in a given case, the transfer of rights shall cover the whole of the rights transferred in accordance with the relevant legal provisions. Acquisition of such rights shall take place on the terms and conditions specified in the provisions above. Unless the content of the order placed by the Ordering Party, properties of a given legal relation established between the parties or separate and explicit written arrangements made between the Ordering Party and the Supplier indicate otherwise, the lack of transfer of full economic copyrights and derivative rights to a given Work shall constitute a case of undue performance of the contract by the Supplier.
- 14.8 In the event that a third party makes claims against the Ordering Party for infringement of author's economic or moral rights or other rights related to the copies of Works issued to the Ordering Party, the Supplier shall be obliged to satisfy such claims and release the Ordering Party from the obligation to satisfy them, and if this is not possible, to reimburse the Ordering Party for the amount incurred in connection with their satisfaction. In the event of pursuing claims arising from the above titles against the Ordering Party in court or by third parties, the Supplier, regardless of other obligations arising from the Ordering Party's proper powers, shall be obliged to take part in the proceedings on the Ordering Party's side and take all steps to release him from participation in the case.

## 15. Severability clause

If any provision of the GT&CP proves to be invalid, ineffective or unenforceable for any reason, this shall not affect the validity, effectiveness or enforceability of the remaining provisions of the GT&CP. In the case described in the preceding sentence, the Ordering Party and the Supplier shall be obliged to arrange their affairs and common interests in such a way that all objectives set out in the GT&CP may be achieved in a different, lawful and feasible manner.

## 16. Personal data processing information

16.1 The Personal Data Controller (PDC) is Majorel Polska Sp. z o.o. with its registered office in Warsaw, al. Jerozolimskie 65/79, 00-697 Warsaw, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under KRS no. [National Court Register no.] 0000729336, NIP [Taxpayer ID no.]: 5272849893, REGON [Business ID no.]: 380045376, share capital: PLN 39,895,950.00.

The PDC's Data Protection Officer may be contacted:

- a) by email: [iod@majorel.pl](mailto:iod@majorel.pl)
- (b) by mail to: Inspektor Ochrony Danych  
Majorel Polska Sp. z o.o.  
ul. Kolejowa 150  
62-064 Plewiska

16.2 Personal data will be processed on the basis of:

- Article 6(1)(a) of the GDPR (in case of consent), or
- Article 6(1)(b) of the GDPR, or
- Article 6(1)(c) of the GDPR in accordance with tax and accounting rules, or
- Article 6(1)(f) of the GDPR (the legitimate interest pursued by the PDC is to establish, pursue or defend against claims)

for purposes related to the conclusion and performance of the contract or other purposes for which separate notification, if any, will be given.

16.3 Personal data may be transferred to other entities providing the following services to the PDC: insurance, legal, accounting, consulting, IT, archiving, postal/courier services, as well as entities to which the PDC provides services.

16.4 Personal data will not be transferred to a third country (i.e. outside the EEA) or an international organization.

16.5 Personal data will be kept for the period necessary to conclude and perform the contract, including the period of limitation of claims.

16.6 The data subject shall have the right of access to his or her data and the right of rectification, erasure, restriction of processing, right of transfer, right of objection; if the processing is based on consent, the right to withdraw consent at any time without affecting the lawfulness of the processing carried out on the basis of consent before its withdrawal.

16.7 The data subject shall have the right to lodge a complaint with the PUODO [President of the Polish Data Protection Office] if he or she believes that the processing of his or her personal data violates the provisions on personal data protection.

16.8 Providing personal data within the scope resulting from legal regulations is obligatory, and the failure to provide it will result in the impossibility of contract conclusion or performance. Providing the remaining personal data is voluntary, and a refusal to provide them will result in the impossibility of achieving particular purposes indicated above.

16.9 Personal data will not be processed in an automated manner.

16.10 In case of obtaining personal data not from the data subject, the PDC informs that:

- a) the personal data collected are those covered by the CEIDG [Central Registration and Information on Business] and financial data,
- b) the PDC has obtained those data from the CEIDG and the business intelligence service.

## **17. Withdrawal**

17.1 The Ordering Party shall have the right to withdraw from the contract in whole or in part in the event that

- 1) the Supplier delays, in whole or in part, the delivery of a product or performance of a service for more than 14 days;
- 2) the Supplier does not perform his obligation under the contract despite the Ordering Party's call in writing or by e-mail and the expiry of an additional period of not less than 3 days specified therein.

17.2 If the Ordering Party withdraws from the contract for reasons indicated in 18.1 of the GT&CP, the Supplier shall be entitled to remuneration only for the products delivered and services provided collected by the Ordering Party.

17.3 If the Ordering Party does not collect a product or service, the Supplier shall have the obligation to collect it from the Ordering Party at his own expense. In such a case, he shall not be entitled to remuneration.

## **18. Complaints**

- 18.1 If the Supplier delivers products other than those specified in the Order or products that are otherwise defective, the Ordering Party shall have the right to return such products to the Supplier or leave them at the place of delivery for collection (in both cases at the Supplier's expense) and demand their immediate replacement with products that are free from defects, meet standards, and conform to the Order.
- 18.2 Collection of products delivered by the Supplier shall not limit the Ordering Party's rights in respect of defects found, including those detected after unpacking. In the course of the collection activities, the Ordering Party shall only confirm the general condition of the packaged delivery and the number of collective packaging (pallets or in the case of deliveries otherwise packaged – the largest collective packaging, as appropriate).
- 18.3 If the ordered service is faulty, which means, in particular, failure to observe the standard of care of its performance, the Ordering Party may notify the Supplier of the expectation to rectify it, or, in accordance with the conditions, to repeat it. The Supplier shall be obliged to proceed to these actions, according to the content of the notification, immediately after receiving it, not later than within 3 days from the delivery of the notification in writing or sent by e-mail to the address of the Supplier indicated on his website as the contact address and to complete such actions within a period not longer than the time accepted for the performance of the advertised service. If it is not possible to repeat or rectify the performance of the service under complaint, the Ordering Party, regardless of other rights, shall be entitled to unilaterally reduce the remuneration for the service under complaint accordingly.
- 18.4 The Supplier may not refuse to remedy a defect, regardless of the costs associated with such action.

## **19. Final provisions**

- 19.1 The Supplier's assignment of rights and obligations under the contract shall require the prior written consent of the Ordering Party from time to time under pain of nullity.
- 19.2 The place of jurisdiction for all disputes arising from the contract shall be the seat of the Ordering Party's branch: Majorel Polska Sp. z o.o. with its registered office in Warsaw.
- 19.3 These General Terms and Conditions of Purchase shall be governed exclusively by the laws of the Republic of Poland and shall be interpreted in accordance with Polish law.
- 19.4 The provisions of the Civil Code shall apply to matters not regulated by the GT&CP provisions.
- 19.5 The General Terms and Conditions of Purchase are published on the Ordering Party's website and are subject to change. The Ordering Party and the Supplier shall be bound by the provisions of the General Terms and Conditions of Purchase in force on the day of placing the Order by the Ordering Party in accordance with the indications accepted in the contents of the Order submitted.