

**GENERAL TERMS AND CONDITIONS OF ORDER**  
**DATED 4<sup>TH</sup> OF MARCH 2022**  
**APPLICABLE AT IMPACT CLEAN POWER TECHNOLOGY S.A.**

**1. Definitions**

1. 1. **"Purpose"** - means the delivery of the Components and the Supplier's others obligations based on the concluded Agreement as a result of accepted Order.

1. 2. **"Price"** – net price, excluding VAT (or value added tax); however, the net price shall also include customs duties if it stems from the applied Incoterms that they shall be borne by the Supplier.

1. 3. **"Certificate of delivery quality"** – means a dedicated document confirming compliance with certain standards required by generally applicable law or by IMPACT in accordance with the Specification.

1. 4. **"Supplier"** – means the entity indicated in the Order with whom IMPACT enters into the Agreement.

1. 5. **"Business day"** – a day from Monday to Friday excluding public holidays in accordance with the Act of 18 January 1951 on public holidays (Journal of Laws of 2020, item 1920, as amended). Whenever the term "day" without the addition of "business" is used in the text of the Agreement, it shall mean any calendar day.

1. 6. **"IMPACT"** lub **"ICPT"** – means Impact Clean Power Technology Spółka Akcyjna with its registered office in Warsaw, address: 00-116 Warsaw, ul. Świętokrzyska 30/63, address of the Management Office (for correspondence): Al. Jerozolimskie 424A, 05-800 Pruszków entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register, under KRS number: 0000378990, NIP: 525-250-10-81, REGON: 142846310, BDO: 000033111, with a share capital of 20,104,233.00 PLN (paid in full)

1. 7. **"Confidential Information"** means any information or data concerning the activities of IMPACT, Products, components, projects, solutions, Customers, contractors, regardless of the form of their recording, as well as information or data obtained as a result of analysing or processing information made available by ICPT to the Supplier, regardless of the manner in which they were made available and regardless of the manner of their marking, including in particular information, data or documents regarding:

- 1) financial policy, commercial strategy, prices, costs, margins, IMPACT's development programs and operational programs,
- 2) commercial, technical and operational contacts, including data of employees, Co-workers, contractors, suppliers, producers, subcontractors, clients, receivers,
- 3) know-how, technology, patents, utility and industrial designs, computer programs, copyrights, licenses, Product composition, technical documentation of Products, data bases, modules, internal structures,
- 4) permits, concessions, certificates, meeting certain quality standards, legal requirements, the content of projects or concluded contracts, agreements and commercial, operational and technical correspondence,
- 6) company functioning strategy, procedures, regulations, documents flow, organization, data protection method,
- 7) products' sales terms and conditions, applied price lists, market research, business development plans and potential commercial transactions, strategic plans, marketing and advertising plans, concluded or negotiated agreements,
- 8) the financial situation, including assets, liabilities, turnover and financial forecasts and budgets,
- 9) the terms of cooperation with persons holding key positions in IMPACT,
- 10) the fact of concluding the Agreement and its content,
- 11) negotiations, their conduct, content, arrangements, and plans for the Purpose,
- 12) memos, information memoranda, presentations, analyses, compilations, studies, summaries, interpretations, and other materials relating to the information covered by items from 1) to 11) above.

Information that will not be treated as confidential by the Parties is an information, data and documents for which the Supplier is able to prove that:

- 1) are publicly available in any way without a breach of this Agreement, as well as confidentiality obligations arising from other agreements or legal regulations by the Supplier or third parties, or
- 2) have been prepared by the Supplier by its own and independently, without the use of any Confidential Information, and the Supplier has appropriate documentation in this regard, or
- 3) have been legally obtained from a third party, with the exception of Customers, contractors or Co-workers, which is not covered by the obligation to maintain their confidentiality, and the Supplier has appropriate documentation in this regard, or
- 4) it obtained the prior written consent of IMPACT to disclose them, and the disclosure took place in accordance with the consent received.

1. 8. **"Safety Data Sheet"** – means a document prepared in accordance with applicable legal provisions, including in particular Commission Regulation (EU) 2020/878 of 18 June 2020 amending Annex II to Regulation (EC) No 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), as amended, containing, *inter alia* description of risks which may be caused by a particular Substance or chemical mixture used in the Component, as well as basic physicochemical data about them. In addition, the document contains information on potential risks related to the given Substance (mixture), methods of

risk prevention and procedures to be performed in case of contamination caused by the described Substance (mixture).

1. 9. **"Customer"** – means a specific entity that purchases the Product from IMPACT.

1. 10. **"Component"** – means a specific delivery item specified in Order that is an element of the Product along with full documentation.

1. 11. **"GTCO"** – means this document i.e. the General Terms and Conditions of Order.

1. 12. **"Product"** – means any product manufactured by IMPACT in which a Component has been used, directly or indirectly.

1. 13. **"Material report"** – means a document containing the quantitative composition of a Substance with their CAS numbers.

1. 14. **"Specification"** – means the document which sets out the requirements to be fulfilled by the Components included directly in the Order or constituting a separate appendix to the Order.

1. 15. **"Party"** or **"Parties"** – means either IMPACT or the Supplier separately or IMPACT and the Supplier together.

1. 16. **"Substance"** – means a chemical element or its compounds in the natural state or obtained by a manufacturing process, with all additives required to maintain their stability and any process impurity, excluding solvents, which can be separated without affecting the stability and composition.

1. 17. **"Technology and Production Process"** – means:

- 1) technology, know-how, copyrights, licenses, composition, production and assembly processes of the Supplier: (i) developed or acquired by the Supplier prior to the performance of this Agreement or (ii) developed or acquired by the Supplier after this date, if such development or acquisition falls within the scope of the Agreement, or
- 2) all inventions, improvements, discoveries, designs, data, concepts, ideas, processes, methods, techniques, know-how and information, including diagrams, documentation and technical drawings related to Components designed, made or produced by the Supplier in the course of providing the design services, engineering services, production services or manufacturing services under this Agreement, or performed or produced as a result of the joint efforts of Supplier and IMPACT.

1. 18. **"Co-worker"** – a natural person (including those running an individual business) providing services to the Party on the basis of a mandate contract or other contract of a similar nature, mainly at the headquarters or branch office of the Party, the nature of which is similar to the scope of the employee's tasks.

1. 19. **"Agreement"** – means the Order accepted by the Supplier.

1. 20. **"Order"** – means IMPACT's unilateral statement, the acceptance of which by the Supplier results in the entry into the agreement for the supply of the Components under the terms and conditions set forth therein as well as in the terms of this GTCO.

1. 21. **"Serial defect"** – a defect referred to in clause 7.9 of the GTCO.

1. 22. **"Waiver Request"** – the dedicated electronic form posted on the IMPACT website at: <https://icpt.pl/dla-dostawcow/> intended for use in accordance with Section 13.5 of the GTCO.

1. 23. **"Appendix"** - means any document referenced in and annexed to this Agreement. All Appendices are incorporated into the Agreement by reference and form an integral part thereof.

**2. GTCO**

2. 1. GTCO sets forth the general terms and conditions under which Supplier will provide IMPACT with the Components listed in the Order.

**3. Order**

3.1. The Order sets out the detailed terms and conditions of supply of the Components to IMPACT. To the extent not covered by the Order, the provisions of the GTCO shall apply. In the event of any contradiction between the terms of the Order and the GTCO, the terms of the Order shall prevail.

3.2. The Order should be accepted in writing or by e-mail through the submission of a declaration of its acceptance. If the Order is accepted in the form of an e-mail, the statement shall be sent to the e-mail address from which the Order was sent and additionally to the following address: "dzial.zakupow@icpt.pl".

3.3. In the event that the Parties continuously cooperate in the supply of the Components, in particular IMPACT has submitted Orders to the Supplier at least 3 (three) times in the last two years, the Supplier should accept or reject IMPACT's Order within 3 days from the date on which it was sent; the Supplier's failure to reject the Order within this period is equivalent to its acceptance. As soon as the Order is accepted or not rejected within the aforementioned period, the Agreement is concluded.

3.4. The Supplier's acceptance of the Order with its modification or addition is ineffective, unless IMPACT expressly provides otherwise.

**4. Quality assurance**

4. 1. The Supplier declares that as part of its activities it has implemented a certified quality management system (ISO 9001:2015) and will maintain it until the date of receipt by IMPACT of all the Components within the last delivery. Certification should be performed by

appropriate certification entities being signatories or members of the International Accreditation Forum MLA.

4.2. IMPACT may request the presentation of appropriate evidence regarding the implementation and application of the above-mentioned management system and verify its proper application by conducting quality audits of the Supplier (both by IMPACT or a third party) at the place of its operation after prior notice sent at least 1 week in advance.

4.3. Regardless of the right indicated in clause 4.2. IMPACT reserves the right (after prior notification and setting a date) to conduct an audit covering the production process of Components or the process of obtaining semi-finished products at the Supplier or its sub-suppliers, i.e. audit of premises, inventory, equipment, programs and audit of storage or control of Components or semi-finished products, as well as audit of the applicable quality or production documentation of the Supplier or its sub-suppliers. The audit may be performed by a third party. The grounds for the audit may be:

- 1) the need to properly secure the Component development process and the production launch phase (new Components), or
- 2) identified quality deficiencies, or
- 3) the need to optimize the production process, or
- 4) failure to meet the terms of delivery or warranty terms, or
- 5) verification of compliance with the required standards or Specifications, or
- 6) assessment of potential risks, or
- 7) assessment of the development of the quality management system, or
- 8) the need for changes in the production process, or
- 9) planned relocation of the production process, or
- 10) failure to comply with other provisions of the Agreement.

In the event that the result of the ICPT audit determines the need to take appropriate remedial measures, the Supplier is obliged to create an action plan, within a period specified by the ICPT (not shorter than 7 days), implement it in a timely manner and inform ICPT about the status of actions taken.

4.4. The Supplier declares that with regard to the production and distribution of the Components, as well as the provision of services, it complies with all applicable laws, including EU regulations regarding the protection of people, animals and the environment, labour law, minimum wage and the intolerance of child labour or forced labour. In addition, Supplier confirms that it will not use, promote or tolerate any form of bribery or corruption. The Supplier also confirms that it has communicated to its sub-suppliers all the requirements that should be met by the products supplied by them according to the Agreement, which covers the entire supply chain, up to the source of their manufacture.

4.5. The Supplier declares that the delivered Components will be manufactured by staff with the required qualifications, in accordance with the relevant legal regulations and they will meet all the required standards and regulations, in particular the process of their production, assembly, distribution, and as a final product, it should comply with the requirements of:

- 1) new approach directives, the so-called "New Approach Directives" as applicable, including properly CE labelling if required. In this case, IMPACT should receive a copy of the declaration of conformity,
- 2) Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and establishing the European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94, as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC, as amended,
- 3) Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 establishing due diligence obligations in the supply chain of EU importers of tin, tantalum and tungsten, their ores and gold originating in conflict-affected and high-risk areas, as amended,
- 4) Polish Act of 14 December 2012 on waste management (i.e. Journal of Laws of 2021, item 779, as amended) to the extent that the Act applies,
- 5) Polish Act of 11 September 2015 on used electrical and electronic equipment (i.e. Journal of Laws of 2020, item 1893, as amended) to the extent that the Act applies,
- 6) Polish Act of 24 April 2009 on batteries and accumulators (i.e. Journal of Laws of 2020, item 1850, as amended) to the extent that the Act applies,
- 7) Polish Act of 13 June 2013 on the management of packaging and packaging waste (i.e. Journal of Laws of 2020, item 1114, as amended) to the extent that the Act applies,
- 8) Polish act of 19 August 2011 on the transport of dangerous goods (i.e. Journal of Laws of 2021, item 756, as amended) to the extent that the Act applies,
- 9) *AEC-Q200, AEC-Q100, AEC-Q101 standards*<sup>1</sup>.

4.6. The Supplier declares that the Components do not contain:

- 1) Substances listed in Annex XIV (including the candidate list) and in Annex XVII to Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 on registration, evaluation, authorization and use of restriction of chemicals (REACH) and the establishment of the European Chemicals Agency, amending Directive 1999/45 / EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94, as well as Council Directive 76/769/EEC and Commission Directives 91/155 / EEC, 93/67 / EEC, 93/105 / EC and 2000/21/EC as amended. In case these substances are used, the Supplier should immediately notify IMPACT about it, together with documenting the possibility of their use by both the Supplier and IMPACT, as well as downstream recipients of IMPACT,
- 2) Substances in excess of the permissible values in accordance with Annex II to Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the

restriction of the use of certain hazardous substances in electrical and electronic equipment (the so-called RoHS II and III ), as amended,

- 3) Substances originating from conflict affected areas in the sense of both:
  - a. Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 establishing due diligence obligations in the supply chain of EU importers of tin, tantalum and tungsten, their ores and gold from conflict-affected and high-risk areas, as amended,
  - b. section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.
- 4) Substances listed in Annex I to Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items (recast), as amended. If these substances are used, the Supplier should immediately notify IMPACT thereof, along with documenting the possibility of their use by both the Supplier and IMPACT, as well as downstream recipients of IMPACT,
- 5) Substances listed in Annex I to Regulation (EC) No 2019/1021 of the European Parliament and of the Council of 20 June 2019 on persistent organic pollutants (recast), as amended. In the event that these substances are used as a result of certain exemptions, the Supplier should immediately notify IMPACT thereof, along with documenting the possibility of their use by both the Supplier and IMPACT, as well as downstream recipients of IMPACT,
- 6) Substances listed in Annex I and II to Regulation (EC) No 1005/2019 of the European Parliament and of the Council of 16 September 2009 on substances that deplete the ozone layer (recast), as amended. In the event that these substances are used as a result of certain exemptions, the Supplier should immediately notify IMPACT thereof, along with documenting the possibility of their use by both the Supplier and IMPACT, as well as downstream recipients of IMPACT,
- 7) *Substances which use is prohibited or restricted in accordance with the Global Automotive Declarable Substance List (GADSL)*<sup>2</sup>,
- 8) *Substances in excess of the limit values in accordance with Annex II to Directive 2000/53/EC of the European Parliament and of the Council of 18 September 2000 on end-of-life vehicles, as amended*<sup>3</sup>.

4.7. The Supplier undertakes, at the request of IMPACT, to provide an appropriate statement or to document the compliance with the above-mentioned duties.

4.8. The Supplier declares that if it is an importer of minerals or metals within the meaning of the Regulation referred to in clause 4.5. item 3 above, it is required to make available to IMPACT any information obtained and stored in the context of due diligence in its supply chain, with due regard to trade secrets and other matters related to competition.

4.9. Unless the Order provides otherwise, the Supplier at the latest with the first delivery of the given Component is obliged to provide IMPACT with the Safety Data Sheet (by e-mail to the address [dzial.zakupow@icpt.pl](mailto:dzial.zakupow@icpt.pl)) and the Material Report (MDS) via the IMDS database or in the form of a document containing a quantitative statement of all substances with their CAS numbers (to the address [imds@icpt.pl](mailto:imds@icpt.pl)) and the Certificate of delivery quality. In case of any change of the Component under the terms of the Agreement, the Supplier is obliged to provide an updated Safety Data Sheet, Material Report or a document containing quantitative statements of all substances together with their CAS numbers at the latest with the first delivery of the changed Component.

4.10. In the event that IMPACT requires the Supplier to meet dedicated requirements not indicated above, details in this regard will be included in the Order or Specification.

## 5. Remuneration

5.1. The Price of the Components is set out in the Order or in Appendix 1 to the Order. The received remuneration exhausts all claims of the Supplier related to the Agreement. VAT shall be added to the Price if it is due.

5.2. Unless otherwise provided in the Order or in the Appendices to the Order, remuneration for the delivery of the Components shall be due and paid within 60 days from the date when ICPT receives a correctly issued invoice, provided that the delivery covered by the invoice has been properly executed.

5.3. The invoice shall include the Order number and respectively, appropriate for the Component the CN code or PKWiU symbol for services, for each item. The invoice shall be issued within 14 days counting from the date of proper execution of the given delivery.

5.4. ICPT agrees to issue and send invoices, duplicates of these invoices and their corrections in electronic form as a PDF file to the following e-mail address: [efactory@icpt.pl](mailto:efactory@icpt.pl).

5.5. ICPT has the right to make payments under the split payment mechanism in accordance with the Act of March 11, 2004 on tax on goods and services (consolidated text Journal of Laws of 2020, item 106, as amended) - hereinafter referred to as the "VAT Act".

5.6. The Supplier (if registered as an active VAT taxpayer in Poland) declares that the bank account indicated in the invoice or the Order is an account enabling payment under the split payment mechanism referred to in clause 5.5. and that it is an account on the electronic list of entities referred to in Art. 96 b) sec. 1 of the VAT Act.

5.7. In the event the Supplier's bank account does not meet the requirement set out in clause 5.6., the delay in making the payment within the time limit specified in the Agreement, resulting from ICPT's inability to make payment of the price using the split payment mechanism or to make a payment to the account covered by the list, does not constitute a basis for the Supplier to formulate any claims, including claims for interest or other compensation or damages due to late payment.

5.8. In case the delivery is taxed with VAT in the territory of Poland and the Supplier is a taxpayer on these grounds the Supplier shall each time be obliged to provide on the invoice

<sup>1</sup> Applicable to Automotive components only

<sup>2</sup> Applicable to Automotive components only.

<sup>3</sup> Applicable to Automotive components only.

the VAT amount in PLN (irrespective of the determined transaction currency) and the bank account number held in PLN. In case of infringement of the above obligation, the provisions of item 5.7. shall apply accordingly.

## **6. Tools, equipment, models**

6.1. The Supplier shall bear all costs and fees related to the production and delivery of the Components, unless the Order provides otherwise.

## **7. Warranty and Serial Defects**

7.1. The Supplier ensures that all Components delivered will be free from any design, material and quality defects, will be in accordance with the latest engineering knowledge, quality standards, and will be in accordance with the applicable legal requirements (e.g. requirements related to safety, environment protection, the Substances used, introduction/use on the market by the ICPT or the Customer) and all applicable standards. The Components, on the day of their delivery to the ICPT, will also meet the Specification agreed between the Parties.

7.2. Unless the Order provides otherwise, the Supplier shall provide a free of charge warranty for the Components for a period of 60 (sixty) months from the date of first use of the Product by the end user, but not longer than 72 (seventy two) months from the date of their delivery to ICPT. If ICPT becomes aware of a defect during the above-mentioned warranty period, it is obliged to notify the Supplier about this event.

7.3. ICPT will only check incoming deliveries for identity, quantity, externally visible transport damage and other visible quality defects, in which case ICPT will notify the Supplier of the defects of the delivered Components within 30 working days from the date of delivery. With regard to other defects, ICPT will notify the Supplier without any delay after their discovery.

7.4. Unless otherwise provided in the Order, in the event of a defect in the Component covered by the warranty, the Supplier shall first of all replace the Component with a component free from defects, unless ICPT decides otherwise. Warranty claims should be made to a dedicated e-mail address of the Supplier, or, if not specified, to the Supplier's main email address. After receiving the notification, the Supplier is obliged to confirm it within 3 hours of its receipt. Then, within 48 hours from the moment of receipt of the notification, it should submit an initial report (4D report) with a preliminary plan of necessary actions that are necessary to remove the defect and prevent the defect from occurring in subsequent batches of the Component. The Supplier shall submit a full report (8D report) within 10 days of receiving the notification. Replacement or repair should take place immediately, not later than within 7 days from the date of receipt of the notification. All costs related to the replacement or repair under the warranty shall be borne by the Supplier, which also includes the replacement of the Component at the Customer's premises or another place indicated by ICPT. ICPT shall decide on the place of replacement or repair of the Component.

7.5. Unless otherwise provided in the Order, the relevant ISO 9001:2015 quality standards shall apply to defective Components. In the case of delivery under the warranty of a new Component to ICPT, the warranty period referred to in clause 7.2 shall start anew for the new Component.

7.6. The Supplier shall bear the full cost of transportation of the defective Component from the ICPT, Customer or end user to the Supplier and after repair or replacement from the Supplier to ICPT, Customer or end user, as well as the costs of removal and reinstallation of the Component.

7.7. If, under the warranty, the Supplier replaces the Component or its elements with other than the one originally sold or adds new/removes elements without their replacement, each such replacement/modification requires prior consent of ICPT.

7.8. If the Supplier fails to remove the defects within the prescribed period (it is meant that the Component is replaced with one free from defects or it has been repaired), ICPT shall have the right to remove them on its own or to select a third person to do so, at the Supplier's cost and risk (in accordance with clause 9.1.), as well as the right to charge liquidated damages for delay in removing defects. The liquidated damages amount to 0.5% of the gross value of the Component, in which the defect has been revealed, for each day of delay in its removal. The liquidated damages will be payable within 7 days from the date of the request from IMPACT. Payment of the stipulated liquidated damages does not preclude the ICPT's right to claim damages on general terms, exceeding the amount of the liquidated damages and does not release the Supplier from the obligation to replace the Component or remove defects.

7.9. Unless otherwise provided in the Order, the defect shall be considered a Serial Defect, provided that it has an impact on the functionality or safety of the Component and if at least 3 (three) percent of all pieces of the Component delivered during the 12-month period will have generally the same defect. In the event of a Serial Defect, regardless of other rights specified in the Agreement, ICPT is entitled to demand replacement of all Components affected by the defect. The replacement should take place on the terms set out in clause 7.4.

7.10. Until the definitive removal and elimination of defects from the production process, ICPT reserves the right of an audit on the terms specified in clause 4.3.

7.11. Provisions of this clause 7 does not preclude the rights of ICPT under the statutory warranty for defects (rekojmia).

7.12. ISO 9001:2015 standards shall apply accordingly to the extent not regulated in this clause 7.

## **8. Emergency production**

8.1. The Supplier, along with entering into the Agreement, grants ICPT a time-limited, non-transferable right to manufacture the Components, necessary for the completion of production/assembly under the Agreement or to commission their production/assembly to third parties, and to market the Components covered by Agreement that have not yet been delivered to ICPT ("Emergency Production Right") in the event that the Supplier decides or is forced to suspend the production/assembly line of Components for economic or legal reasons based on evidence (each such a case will be referred to as an "Emergency Case"). The Supplier shall

notify ICPT without undue delay of the occurrence of an Emergency Case. The exercise by ICPT of the Emergency Production Right shall be without prejudice to any other ICPT contractual or statutory rights.

8.2. Supplier after submitting the notification of the occurrence of an Emergency Case, will grant ICPT, without undue delay, a free of charge license to the Technology and production process, including providing all information, documents, tools and materials, also from the Supplier's sub-suppliers, which are necessary for the production of Components on a standard market price. Under conditions agreed separately by the Parties, at the request of ICPT, the Supplier shall provide ICPT with support in the form of qualified employees or Co-workers.

8.3. Upon the expiry of the Emergency Production Right, the license granted to ICPT shall expire and ICPT shall be obliged to return to the Supplier all information, documents, tools and materials, including those belonging to sub-suppliers, which are necessary for the production of the Components.

## **9. Substitute performance**

9.1. Regardless of the rights specified in clause 8 above, IMPACT shall have the right to order a delivery from a third person at the Supplier's cost and risk, if the Supplier:

- 1) is delayed longer than 14 days with a given delivery, in whole or in part,
- 2) the fulfilment of obligations under the statutory warranty or contractual warranty (which also includes a Serial Defect), in whole or in part, is delayed longer than 14 days,

9.2. In the event that it is necessary to use the Technology and production process for substitute performance, clause 8 shall apply accordingly.

9.3. IMPACT shall inform the Supplier of its intention to use substitute performance within 3 (three) days prior to the planned commission of substitute performance.

9.4. If a substitute performance is implemented, IMPACT shall be entitled to a claim against the Supplier for the reimbursement of the value of the executed deliveries and the return of costs incurred in connection with the need for substitute performance. The refund takes place on the basis of settlement documents issued by third parties, not later than within 7 days from the date of submitting these documents.

9.5. Amounts of liquidated damages, as well as the amount referred to in clause 9.4. may be deducted from the remuneration due to the Supplier.

## **10. Modification**

10.1. Each Party may request the other Party to modify the Components.

10.2. Proposals for modifications concerning the Components (e.g. design, material, composition) will always be notified to the other Party before their planned implementation. If the Parties agree to the proposed changes to the Component or its production process, the costs of their implementation shall be borne in 100% by the requesting Party, unless the Parties agree otherwise.

10.3. Within the scope of cooperation, any significant changes affecting production/assembly, process changes, changes in the supply chain, transfer of production/assembly sites will require the Supplier to obtain a ICPT's consent.

10.4. In the event that ICPT requests for modification would result in changes to the cost structure of a given Component, the Parties shall, without undue delay, decide to change the Price before implementing the modification. The Supplier will notify ICPT in writing of the scope of the changes to the cost structure prior to implementing the request for modification.

## **11. Logistics and delivery**

11.1. Unless the Order provides otherwise, deliveries to ICPT will be made on a DAP (INCOTERMS 2020) basis at the Supplier's expense. Delivery dates will be specified each time in the Order.

11.2. The Supplier undertakes to properly pack the goods that need to be transported in accordance with the Order and relevant specifications and the legal regulations including on the transport of dangerous goods (if applicable), so that the subject of the delivery is not damaged in the course of normal transport activities.

11.3. The Supplier shall provide notice of the shipment of the Components at the latest when they are handed over by the Supplier to the carrier.

11.4. The Supplier undertakes to specify the Order number and the exact delivery address on all shipping documents and waybills. If the Supplier fails to comply with the above, it will be responsible for the resulting damage or delay.

11.5. The Supplier undertakes to make all deliveries in accordance with the provisions of the Agreement and to mark the Components in accordance with the Order, the Specification and prior arrangements. Components must be batch sorted and clearly labelled to ensure their identification and traceability.

11.6. Unless the Order provides otherwise, in the event of the Supplier's delay in a given delivery of Components or delivery of Components inconsistent with the Order or the Specification, the Supplier will be obliged to pay IMPACT liquidated damages in the amount of 0.5% of the gross value of the Order for each day of delay in delivering a given delivery. Those liquidated damages will also be due in the event of an incomplete delivery. The liquidated damages will be payable within 7 days from the date of receipt of the request from IMPACT. This does not preclude the right of IMPACT to claim damages in excess of the stipulated liquidated damages.

11.7. The Supplier is obliged to inform IMPACT of any obligations that may arise if the Supplier's Components are re (exported) in accordance with Polish, European or international law as well as other export and customs regulations. The Supplier undertakes to provide such information in the delivery note and in each invoice under the relevant items.

## **12. Intellectual Property**

12.1. The Supplier shall ensure that neither the production, distribution nor use of the Components by ICPT, its Customers and end customers infringes the intellectual property rights of third parties.

12. 2. Notwithstanding the provisions of clause 14, after the Supplier or ICPT ascertains a breach of the provisions of this clause 12, the Supplier shall inform ICPT in writing without undue delay. In that case, the Supplier, in agreement with ICPT, will cause the third party to grant the appropriate right to use its intellectual property by ICPT, its Customers and its end users. All necessary and related costs and expenses shall be borne by the Supplier and, if incurred by IMPACT, the Supplier shall reimburse them to ICPT within 7 days of receiving IMPACT's request. ICPT has the right to negotiate directly with a third party.

### 13. Termination of the Agreement

13. 1. IMPACT has the right to withdraw from the Agreement in whole or in part under the following circumstances:

- 1) the Supplier's breach of any of the deadlines for delivery of the Components specified in the Agreement;
- 2) failure of the Supplier to repair defects of the Components within the time limits specified in the Agreement;
- 3) failure of the Supplier to replace the Components affected by the Serial Defect within the time limits specified in the Agreement;
- 4) delivery of Components incompatible with the Agreement;
- 5) failure by the Supplier to remedy a breach of section 15 of GTCO within the period specified in the notice submitted by IMPACT.

13. 2. Without prejudice to the other rights provided by the Agreement, in case of IMPACT's withdrawal from the Agreement the Supplier will have to pay IMPACT a liquidated damages amounting to 20% of the gross value of the Agreement. The liquidated damages will be payable within 7 days after receipt of IMPACT's notice. This does not preclude IMPACT's right to claim damages in excess of the amount of the agreed liquidated damages. The liquidated damages referred to in this clause can be accumulated (claimed jointly) with the liquidated damages referred to in clauses 7.8, and 11.6. GTCO. Claiming any of these liquidated damages does not preclude the right to claim any other liquidated damages.

13. 3. The rights provided for in this clause do not preclude the possibility of IMPACT to pursue claims for liquidated damages or other claims related to non-performance or improper performance of the Agreement on the terms specified in generally applicable law.

13. 4. The Supplier shall notify ICPT in writing 6 (six) months in advance of the planned closure of the production line or its part, which is used for the production/assembly of Components delivered to ICPT, regardless of the term of the Agreement, and will also enable the so-called the last order (last call) of Components to ICPT.

13. 5. The Supplier will notify IMPACT in writing or by e-mail of any event that may affect the Component's compliance (as defined in the Agreement, or Specification) or the delivery date, along with the cause and corrective action taken. The notice shall be sent immediately after the occurrence of the event, but no later than within 3 Business Days of its occurrence. In the case of insignificant defects, IMPACT, based on a Waiver Request submitted by e-mail by the Supplier no later than prior to the shipment of the particular delivery, may release for and take delivery of the particular Component or batch of Components. IMPACT's other rights under applicable law, the Agreement relating to the foregoing shall not be in any way affected by the notification to IMPACT of the foregoing events, the submission of the Waiver Request, or the release of the Components.

13. 6. The Supplier is obliged to ensure that spare parts for the Components that it has delivered to IMPACT will be available from the Supplier for a minimum period of 10 (ten) years from the date of termination of serial production/assembly of a given Component. The resources, matrixes, forms, software, licenses, technical data and designs required to produce the spare parts also need to be retained for this period. This obligation ceases after the expiry of the above period and with the written consent of IMPACT.

### 14. Responsibility

14. 1. The Parties shall be mutually liable to each other in accordance with the provisions of the Agreement and applicable law.

14. 2. The Supplier is obliged to have a valid manufacturer's liability insurance (including liability for a dangerous product) and civil law liability insurance. The sum insured should not be lower than PLN 100,000.00 for a single event and PLN 500,000.00 for the entire Agreement. The scope of insurance should correspond to the obligations of the Supplier set out in the Agreement.

14. 3. The Supplier shall promptly notify ICPT in writing of any material changes to such insurance (e.g. change of insurance company; termination of coverage; change of insurance coverage). Regardless of such changes, the Supplier will provide ICPT with a confirmation of having a valid insurance policy in the above scope at least once a calendar year.

14. 4. In the event that third parties bring claims against ICPT for damage and/or costs related to Components used by ICPT, the Supplier shall use its best endeavours to assist ICPT in resolving these disputes.

14. 5. The Supplier is obliged to comply with the relevant waste management regulations, which in particular includes waste prevention, proper storage (temporary storage), transport, transfer to a collecting or processing entity (having appropriate permits) for recycling or disposal.

14. 6. The Supplier shall provide ICPT free of charge with standard Component manuals and other reasonable documentation. The Supplier agrees to make the documentation received available in any form, including as part of ICPT documentation: to Customers, users, service providers of ICPT Products and services in which the Component has been directly or indirectly used or incorporated. Any contrary provision or exemption contained in the documents provided shall be ineffective.

14. 7. If IMPACT informs the Supplier of any third party claims against IMPACT in relation to the use or exploitation of the Components (including its components), in particular alleging infringement of intellectual and industrial property rights or their defect/incompleteness, the Supplier shall take all actions aimed at resolving the dispute and will therefore bear all costs, including the costs of replacing or repairing the Component or Product, as well as the costs of

a legal proceedings, out-of-court settlement of disputes legal services, from the moment the claim is submitted and will be obliged to repair any damage for which IMPACT may become responsible, or to which it may be obliged to repair and therefore shall cover all costs of damages and shall satisfy all other claims arising from this. In particular, in the event that an action is brought against IMPACT for infringement of intellectual property rights, industrial property rights or any other defectiveness of the Product having its origin in a defect of the Component, the Supplier will join the proceedings as the defendant, and if this is not possible, it will access the trial as a side defendant next to IMPACT.

14. 8. If the use of the Component becomes the subject of any action by the Party or a third party for infringement of intellectual or industrial property rights, the Supplier may, at its own expense, choose one of the following solutions:

- 1) obtain for IMPACT the right of further use of the Component or other elements under the terms of the Agreement, or
- 2) modify for the future the Component and all existing copies thereof so that it complies with the Agreement but is free from any defects or third party claims.

14. 9. The Supplier shall be liable for damage suffered by IMPACT in the event of any discrepancy between the representations or warranties made pursuant to the Order or GTCO and the actual factual or legal status, as well as in the event of the lack of possibility of realization of the representations and warranties made or undue realization of such representations and warranties.

14. 10. The Parties confirm that none of the above provisions excludes:

- 1) IMPACT's ability to claim damages under the general principles of the Civil Code or to exercise IMPACT's rights under other acts, or
- 2) claiming liability for other reasons specified in the Agreement.

### 15. Confidentiality

15. 1. The Supplier undertakes to keep in confidence the Confidential Information both during the term of the Agreement and within 5 (five) years from the date of its termination or expiry, depending on which of these events will occur later. The expiry of the aforementioned period shall not affect the statutory obligations concerning the prohibition of disclosure, use or acquisition of Confidential Information constituting an enterprise secret within the meaning of relevant regulations, which shall be binding upon the Supplier under the terms of such regulations.

15. 2. The Supplier is obliged not to disclose or use any Confidential Information without the express written consent of IMPACT, otherwise null and void, subject to this clause and clause 15.4 below. The disclosure of Confidential Information to the extent necessary and required for the proper implementation of the Purpose by employees, Co-workers and members of the Supplier's bodies, with their proper protection, shall not constitute a breach of this clause. The provision of Confidential Information to third parties (excluding Co-workers) with the help of which the Supplier achieves the Purpose requires prior written consent of IMPACT and making such an entity by the Supplier being bound by confidential obligations on the same basis as in this section 15.

15. 3. The Supplier will apply to the Confidential Information at least the same precautions and the same security measures as those used by it in relation to its own Confidential Information, but not less than in accordance with the best standards applied by entrepreneurs from the new technology industry to which IMPACT belongs. In particular, the Supplier guarantees that it will provide adequate protection against unauthorized disclosure, copying or use of Confidential Information, including, at the latest upon receipt of Confidential Information, implementation of certain IT security measures, adoption and application of written procedures, provision of employees' training and conclusion with its employees, members of bodies or Co-workers of relevant confidentiality agreements in the scope and on conditions not worse, with regard to the protection of Confidential Information, than those resulting from this section 15.

15. 4. The Supplier guarantees that the disclosure of Confidential Information will be limited to those employees, Co-workers or members of the Supplier's bodies for whom such knowledge is necessary and is required for the proper implementation of the Purpose. Any commercial use of Confidential Information by the Supplier for purposes other than the implementation of the Purpose is prohibited.

15. 5. Copies, reproductions or notes containing Confidential Information will not be executed, unless to the extent reasonably necessary to achieve the Purpose, and any copies made will be the property of IMPACT. Notwithstanding section 15.1.1, all Confidential Information and copies thereof, as well as notes containing Confidential Information, regardless of the data carrier on which they are saved, will be returned to IMPACT or destroyed by protocol (in the case of electronic carriers, permanently removed) within 3 (three) days of receipt of a written or in documentary form request from IMPACT.

15. 6. The Supplier undertakes to immediately notify IMPACT of the occurrence of such circumstances as:

- 1) any proceedings which may result in a legal obligation to disclose Confidential Information to state authorities or institutions, in particular court or administrative proceedings, which entail the legal obligation to disclose Confidential Information (unless otherwise precluded by applicable law),
- 2) loss of Confidential Information, disclosure of it to unauthorized persons or failure to comply with the obligation to maintain confidentiality, as well as using it contrary to this Agreement,
- 3) the Supplier or third parties obtain Confidential Information without the knowledge or against the will of IMPACT.

15. 7. If the disclosure of Confidential Information is required by law, and the Supplier is requested by an authorized body to disclose any Confidential Information, the Supplier will disclose the information to this authority only to the lawful extent and specified in the request and at the same time notify IMPACT of in each such case, unless such notification would constitute a breach of the law.

15. 8. In the event of disclosure of Confidential Information by employees, Co-workers, third parties specified in clause 15.2. or members of the Supplier's bodies to whom the Supplier has disclosed Confidential Information in any form, the Supplier is responsible for the actions or omissions of these persons as for its own actions or omissions.

15. 9. Notwithstanding the other provisions of the Agreement, the Supplier undertakes not to use the Confidential Information for the purpose of carrying out a competitive activity, either on its own or in cooperation with a collaborator or competitor of IMPACT. The Parties consider competitive activity to be as follows:

- 1) the Supplier's engaging in a collaborative activity under a civil law contract or participating in an entity or business entity that is competitive to IMPACT, using information or knowledge acquired in the course of negotiations or commercial and business dealings with IMPACT,
- 2) the Supplier conducting, on its own account or for the account and benefit of another entity that competes with IMPACT, the same business activity that IMPACT conducts, using information and knowledge acquired in the course of negotiations or business and commercial contacts with IMPACT,
- 3) the Supplier entering into any collaboration or business relationship with IMPACT's business partners or IMPACT's direct competitors, without IMPACT's prior consent, as to which the Supplier has obtained knowledge and information in the course of its dealings with IMPACT, regardless of the type and form of those dealings.

15. 10. Upon termination or expiration of the Agreement (whichever occurs later), Supplier shall immediately, but no later than within 7 days:

- 1) destroy all printouts and copies of documents and other materials containing Confidential Information in its possession;
- 2) to the fullest extent practicable, erase all copies of documents and other materials containing Confidential Information stored on electronic or other media that are available in readable form from the location where such Confidential Information is stored in a document management system or email system in its possession;
- 3) deliver to IMPACT upon its request a written statement that it has complied with the obligations set forth in clauses (1)-(2) above, and confirming that all copies of documents and other materials containing Confidential Information, whether stored on electronic media or otherwise, which are retrievable in a conscious manner, and which are in the possession or control of the Supplier, and which have not been deleted, will not be retrieved in any manner, will not be accessed or used by the Supplier, and have been properly safeguarded.

The time period for performance of the foregoing obligations with respect to Confidential Information that is necessary (to the extent and within the time period specified) for the Supplier to perform its obligations under any warranty, guarantee or clause 13.9. after the term of the Agreement has already expired, shall be extended until such obligations have expired.

15.11. In the event of a breach by the Supplier or entities/persons indicated in clause 15.8 of any of the provisions of clause 15:

- 1) IMPACT shall be entitled to demand that the Supplier remedy the breach within at least 7 days of receipt of the demand, within that period the Supplier shall be obliged to restore the status existing prior to the breach; and
- 2) the Supplier will be obliged to pay IMPACT liquidated damages in the amount of EUR 100,000.00 (say: one hundred thousand euro 00/100) for each case of violation, within 7 days from the date of receipt of the request from IMPACT. This does not preclude the right of IMPACT to claim damages on general terms in excess of the amount of the stipulated liquidated damages.

15.12. Any use by the Supplier of the fact of conducting negotiations or concluding an Agreement for marketing or promotion purposes requires the consent of IMPACT.

#### **16. Personal data**

16. 1. IMPACT informs that it is the controller of personal data provided to it by the Supplier or personal data of its employees, associates, members of bodies implementing the Agreement on its behalf.

16. 2. The Supplier is obliged to provide, against a receipt, to its employees, Co-workers, members of bodies implementing the Agreement, whose personal data will be made available to IMPACT for the purpose of implementing the Agreement, in writing or e-mail form, the Data Controller's information, the specimen of which forms an Appendix no 1 to this GTCO, unless IMPACT releases it from this obligation in relation to the specific persons or categories of data subjects.

16. 3. If, in the course of the implementation of the Purpose, the processing of personal data is entrusted within the meaning of the Regulation of the European Parliament and the EU Council 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement such data and the repeal of Directive 95/46/EC (General Data Protection Regulation), the Parties undertake to conclude an appropriate agreement on entrusting the processing of personal data.

#### **17. Contact persons and delivery addresses**

17. 1. The Parties undertake to cooperate in order to implement the subject of the Agreement.

17. 2. The contact persons of the ICPT are indicated in the Order and are appointed to carry out the obligation set out in clause 17.1. The Supplier undertakes, at the latest upon the acceptance of the Order, to provide the details of the contact person(s) on its side.

17. 3. The Parties are obliged to notify each other about changes in the data referred to in clause 17.1 above, as well as about changes to the address data and the legal form indicated in the Agreement, within 7 days from the date of the change, by sending relevant information in writing or by e-mail. The notification is effective from the day following its effective delivery.

17. 4. The above method and authorization does not apply to submitting statements relating to the Agreement in the scope of sending accounting documents, statements on termination/withdrawal from the Agreement, calculation of liquidated damages, etc., which should be sent to the registered office addresses of the Parties (in the case of the ICPT, to the

correspondence address. The Parties are obliged to notify each other about changes in the data referred to in the preceding sentence, as well as about changes in the legal form, within 7 days from the date of the change, by sending an appropriate printout from the relevant register. In the event of failure to comply with the said obligation, delivery to the address known to the Party shall be deemed effective.

17. 5. Changing the data indicated in clause 17.2 and 17.3 does not constitute an amendment to the Agreement and does not require a separate appendix to be prepared.

#### **18. Subcontracting**

18. 1. The Supplier may use third parties in the performance of the Agreement, subject to the prior written consent of IMPACT. In such a situation, the Supplier is responsible for the omissions or actions of a third party without limitation as for its own actions and omissions.

18. 2. In particular, the Supplier is obliged to conclude an appropriate confidentiality agreement with third parties referred to in clause 18.1 above, on the same terms and conditions as it is bound hereto..

18. 3. The Supplier may not release itself from liability by entrusting the performance of the Agreement to a third party.

#### **19. Hiring Restrictions**

19. 1. Since during the implementation of the Purpose, the Supplier will contact employees or Co-workers of IMPACT, the Supplier, during the term of the Agreement, undertakes to:

- 1) not offer IMPACT employees or Co-workers employment on the basis of an employment contract or any other civil law contract at the Supplier or third parties,
- 2) withhold to provide employees or Co-workers of IMPACT with assistance in employment on the basis of an employment contract or any civil law contract with third parties,
- 3) withhold to persuade employees or Co-workers of IMPACT to terminate the their contracts concluded and binding them to IMPACT,
- 4) withhold to persuade employees or Co-workers of IMPACT to perform inappropriately or improperly any contract concluded with IMPACT,

directly or with the help (any participation) of third parties. In the event of each breach of the above obligation, the Supplier shall be obliged to pay IMPACT liquidated damages in the amount of EUR 50,000.00 (say: fifty thousand EUR 00/100) for each case of breach, within 7 days from the date of receipt of the request from IMPACT. This does not preclude the right of IMPACT to claim damages on general terms in excess of the amount of the stipulated liquidated damages.

#### **20. Final provisions**

20. 1. Any changes to the Agreement and statements of withdrawal from the Agreement shall be made in writing under pain of nullity.

20. 2. In the event of any discrepancies between the GTCO and the Order, the Order shall prevail.

20. 3. In the case of delivery by registered mail, the second not collected notice shall be deemed delivered effectively in accordance with the relevant provisions of law on the delivery of letters in civil proceedings.

20. 4. Should any provision of this Agreement be or become invalid, ineffective or unenforceable the validity, effectiveness and enforceability of the remaining provisions shall not be affected. In place of the invalid, ineffective or unenforceable provisions, the Parties will immediately agree on such provisions that will correspond to the meaning and purpose of the invalid, ineffective or unenforceable provisions.

20. 5. The transfer of rights or obligations arising out of this Agreement in whole or in part by the Supplier requires the prior consent of IMPACT expressed in writing under the pain of nullity.

20. 6. Agreement, neither directly or indirectly, transfers to the Supplier any copyrights or other intellectual property rights, nor does it constitute and cannot be interpreted as granting a license related to the activities of IMPACT, including any product, component, invention, a discovery, patent or other industrial property right owned, made, obtained or licensed, now or in the future.

20. 7. Any disputes that may arise in connection with the conclusion, performance or termination of the Agreement, which cannot be settled amicably, will be settled by a common court having jurisdiction over the registered office of IMPACT.

20. 8. This GTCO shall, as from 3<sup>rd</sup> March 2022, replace the GTCO of 4<sup>th</sup> October 2021.

20. 9. Appendices constituting an integral part of GTCO:

- 1) Appendix nr 1 – Information of the controller of personal data