

GENERAL TERMS AND CONDITIONS

- GENERAL TERMS AND CONDITIONS OF PROCUREMENT - PURCHASE OF GOODS AND SERVICES FOR SUPPLIERS-

These General Terms and Conditions of Procurement (hereinafter: "GTC"):

- constitute an element of the General Terms and Conditions of the Agreement (hereinafter: "GTC") in force in the APA,
- have priority over the Supplier's GTC/GTC,
- are an integral part of each order for goods or services (hereinafter: "Order") placed by APA Sp. z o.o. with its registered office in Gliwice, Tarnogórska 251, 44-105 Gliwice, KRS 0000274779, REGON 240566402, NIP 6312513480 (hereinafter: "APA"), unless the parties have concluded a separate agreement in writing (including with an electronic signature), in which they agreed otherwise or the Order does not indicate otherwise.

Definitions

The definitions contained in these GTC shall have the following meanings:

- Documentation – means any documents, drawings, diagrams, instructions, certificates or other materials relating to the Goods and/or Services provided by the Supplier and/or by the APA or the APA's End Customer;
- Delivery – means the physical handing over of APA's Goods and/or Services (to a person authorised by APA) at the place and time indicated by APA or specified in the Order;
- Supplier – an entity providing the APA with the Supply of Goods and/or Services that is not a consumer within the meaning of Article 221 of the Civil Code on the basis of an APA Order;
- Offer – the Supplier's offer on the basis of which an Order may be placed;
- End Client – a third party that is a principal to APA, in a situation where APA acts as a contractor for the end Client and the Supplier acts as a subcontractor of APA;
- Acceptance Protocol – a document signed by APA constituting a confirmation by APA of compliance of the Goods and/or Services with the submitted Order/Agreement, entitling the Supplier to issue a VAT invoice for the execution of the Order;
- Subject of the Order – the Supplier's Goods and/or Services covered by the Order;
- Goods – means any materials, parts, products, devices or machines that are the subject of the Order;
- Services – means any services or works that are the subject of an Order;
- Work - all works and works resulting from creative activity, characterized by individuality and established in any form, subject to protection under the provisions of the Polish Act of 4 February 1994 on Copyright and Related Rights, and which will be created in connection with the performance of the Subject of the Order, including in particular: designs, drawings, diagrams, plans, models, reports, calculations and any other materials prepared by the Supplier in connection with the performance of the Agreement,
- Agreement – means the Supplier's obligation to perform the Subject of the Order on the basis of:
 - the submitted Order and the GTC,
 - or on the basis of a separate, written agreement signed by APA and the Provider, to which these GTC apply.

Placing and accepting an Order

1. An order may be placed by APA via e-mail or in any other form agreed upon by the parties.
2. Lack of reaction to the Order placed by APA on the part of the Supplier within 5 (five working days) means that the Supplier accepted the Order without comments.
3. Submission of the Order by APA with comments to the Offer means modification of the Offer to the extent indicated in the Order.

4. Failure to confirm acceptance of the Order entitles APA to cancel the Order.
5. Without the written consent of APA, the Supplier may not make any changes to the Subject of the Order - including the date and manner of execution of the Order.
6. The APA is bound by the Provider's GTC/GTC only to the extent that they are consistent with these APA's own GTC or if the APA has undertaken to apply other terms and conditions than those specified in these GTC in writing.
7. Acceptance of the Order means acceptance of these GTC.

Delivery Date and Terms

8. The Supplier is obliged to deliver the Subject of the Order at the time and place specified in the Order or the Agreement.
9. If the above is not indicated in the Order, the parties' arrangements made in the correspondence or in the Documentation shall be binding.
10. The Supplier is responsible for ensuring that the Goods are properly packaged, labelled and protected from damage or loss during transit.
11. The Supplier performing the Subject of the Order is obliged to have all necessary permits, licenses, certificates and any other documents required by APA, the End Customer and which it is obliged to have under applicable law.
12. The Supplier is obliged to inform APA about the date and method of Delivery of the Subject of the Order and about any delays or difficulties in the execution of the Order.
13. In the event of a delay in the Delivery of Goods or performance of Services due to circumstances on the part of the Supplier, APA has the right to charge a contractual penalty of up to 0.5% of the Order value for each day of delay.
14. The right to charge a contractual penalty does not exclude the right for APA to seek damages under general rules.

Execution of the Subject of the Contract

15. The Supplier will perform the Subject of the Order without the participation of subcontractors, under pain of obtaining a written consent of APA.
16. The performance of the Subject of the Order (or part thereof) by the Supplier's subcontractor is at the expense and risk of the Supplier. The supplier shall be liable for the acts/omissions of the subcontractor as for his own.
17. The Supplier is responsible to third parties for the result of the activities performed under the Order.
18. In the case of an order providing for the delivery of the Subject of the Order to a place other than the registered office of APA, the Supplier shall deliver the Subject of the Order to a place indicated by APA, with the proviso that the risk of possible destruction or loss of the Object shall be transferred to APA only upon delivery of the Subject of the Order to the place of destination and signing of the Acceptance Report by APA.
19. In the event of delay in the performance of the Subject of the Order, APA may reduce the Supplier's remuneration for improper performance of the obligation to the amount of 50% (fifty percent) net.
20. The Supplier is obliged to have valid civil liability insurance in the amount not lower than the remuneration due for the performance of the Subject of the Order.

Quality of the Subject of the Order and Supplier's Warranty

21. The Supplier guarantees that the delivered Subject of the Order will:
 - a. in accordance with the Order, Offer, Documentation, applicable quality standards, legal regulations; and if the Supplier acts as a subcontractor of the APA for the end customer of the APA – also in accordance with the expectations of the end customer;
 - b. free from physical and legal defects;
 - c. made with due diligence and professionalism;
 - d. appropriate to the purpose specified by the APA or resulting from their nature.
22. Any defects/defects of the Subject of the Order reported by APA before the acceptance of the works are handled by the Supplier as part of the remuneration due for the performance of the Subject of the Order, specified in the Order.
23. The Supplier provides a 24-month warranty for the Subject of the Order, starting from the date of signing the Acceptance Protocol.
24. The warranty period runs anew in respect of each replaced/repaired/revised element of the Order.
25. The response time to the service action by the Supplier and the activities aimed at handling the request (both before the acceptance of the work and for the purpose of handling the warranty request) is immediate after receiving the notification. Each time the response time to the report is:
 - a. notification made on working days - 12 hours,
 - b. application made on non-working days and holidays in Poland - 24 hours.
26. Each time, the Supplier commences activities as part of the service action as needed: at the place of performance of the Subject of the Order or at the end Customer APA or on-line within the following periods:
 - a. notification made on working days - 24 hours without taking into account the journey,
 - b. notification made on non-working days and holidays in Poland - within 48 hours, without taking into account travel.
27. The recall should be completed immediately, no longer than within 3 working days from the moment of notification. If it is impossible to complete the service action within 3 business days, at the same time the Supplier is obliged to provide the APA with an action plan containing detailed assumptions regarding further actions to be taken in connection with the notification and an indication of the dates on which they will be taken.
28. If the Supplier does not remove the defect or does not replace the Goods within 5 working days, or if APA does not accept the action plan referred to above - APA has the right to withdraw from the Agreement or to perform repair/service works at the Supplier's expense.
29. Exceeding the response time specified in section 25 and/or the deadlines specified in section 26 above is associated with the APA imposing a contractual penalty on the Supplier in the amount of up to 0.1% of the Order value for each day of delay.
30. Notwithstanding the imposition of a penalty, exceeding the response time specified in Section 25 and/or the deadlines specified in Section 26 above entitles APA to commission the performance of service and/or work to remove the failure to a third party and charge the Supplier with the costs related thereto.
31. During the warranty period, APA has all rights under the Civil Code regarding warranty and guarantee.
32. The Supplier shall be liable for any damage incurred by APA or third parties in connection with the delivery of a defective Subject of the Order.

Price and Payment

33. The price of the Goods and/or Services is a lump sum – determined in the Order and is not subject to change.
34. The price of the Goods and/or Services includes all costs and charges associated with the execution of the Order, including taxes, duties, transportation, insurance, packaging, marking, documentation and any other costs incurred by the Supplier.
35. The basis for the Supplier to issue a VAT invoice for the execution of the Order is the signed Acceptance Protocol, without any comments from APA that would affect the possibility of settlement.
36. The remuneration for the execution of the Order is generally paid within 30 days from the date of presentation of a correctly issued VAT invoice. The invoice may be issued no earlier than on the date of signing the Acceptance Protocol by APA.
37. A correctly issued VAT invoice is understood by the parties as an invoice whose content reflects a real economic event.
38. Payment is made by transfer to the Supplier's bank account specified on the invoice. APA reserves the right to suspend payments if, on the day of the transfer order, the Supplier's bank account does not pass positive verification in accordance with the "white list" of VAT taxpayers kept by the head of the National Tax Administration. APA also reserves the right to seek compensation for damage in the event of a tax sanction for errors in the Supplier's bank accounts.
39. The payment does not constitute a confirmation that the Subject of the Order has been performed in accordance with the Agreement.
40. If, in connection with the performance of the Subject of the Contract, in the opinion of the Supplier, it is required to perform works not covered by the Offer and generating costs that could not be predicted during the Offer, these costs must be accepted by APA before the Supplier commences the performance of these works in order to be able to settle them.
41. Any work performed by the Supplier, not included in the Offer, may be subject to settlement by APA with the acceptance of the scope of additional work by the end Customer.
42. APA has the right to charge the Supplier with costs related to the actions of APA in relations with the End Customer, related to improper / incomplete performance of the Subject of the Order by the Supplier or omissions on the part of the Supplier.
43. In particular (but not only), APA has the right to charge the Provider with costs if , due to circumstances for which APA is not responsible:
 - a. it is not possible to transfer the project to the end customer,
 - b. APA suffered damage due to the Supplier's delay,
 - c. The Supplier has not completed the Subject of the Order in whole or in part,
 - d. defects / design / acceptance points were removed that do not result from the scope of APA's responsibility, but required the involvement of APA.

Acquisition of rights and ownership of objects

44. As part of the remuneration for the performance of the Subject of the Order, the Provider transfers to APA the copyrights to all Works at the moment of their release, i.e. signing the Acceptance Protocol, without the need to make additional declarations of intent.
45. Until the Acceptance Protocol is signed, the Provider grants APA a non-exclusive, unlimited in time and territorially unlimited license to use the Works from the date of their submission until the date of signing the Acceptance Protocol.
46. The transferred economic copyrights cover all fields of exploitation listed in Article 50 of the Polish Act of 4 February 1994 on Copyright and Related Rights, in particular recording, reproduction of the Work using various techniques, marketing, entering into computer memory, use for any purposes of the APA related to the Agreement; in particular, recording and

reproduction by any technique on any medium, in any scale, for the needs of any media, in particular in the form of printed publications, boards, photosensitive tape, magnetic tape, computer disks and all types of media intended for digital recording, placing and using in any materials published for promotional purposes of APA or the End Customer, introducing to the Internet, placing and reproducing use as part of on-line publications, preparation of foreign language versions, display, marketing via the Internet or other data transmission techniques used in telecommunications, IT and wireless communication networks, as well as use for the purposes of exploitation, modification and demolition of the Subject of the Contract.

47. Along with the transfer of the Works, APA also acquires ownership of copies of the Works.
48. Upon the transfer of copyrights, the Provider grants consent to APA and transfers to APA the right to grant consent to perform the Works and derivative rights (referred to in Article 46 of the Polish Act of 4 February 1994 on Copyright and Related Rights) on the basis of the Works created in performance of the Agreement, in particular their adaptation, modification or alteration, and to perform the Works and changes to the Works.
49. Upon the transfer of copyrights, the Provider grants (and if the Works are performed by an entity other than the Provider, ensures that the Work is granted) an irrevocable consent for APA to prepare plans, projects and other documentation necessary for the execution and use of new projects or amendments thereto, which will be based on or inspired by the Work, plans or projects covered by the Subject of the order, and for the execution and use of the above plans, to the extent permitted by mandatory provisions of law.
50. In the event of termination of the Contract, before the Delivery performs the full scope of works within the scope of the Subject of the Order, the Supplier, after receiving remuneration for the performed works, is obliged to issue to APA all effects of these works, in particular all studies, projects and calculations. At the same time, the Provider hereby consents to the performance by APA of all the activities referred to above in relation to such (incomplete) documentation in relation to the Works.
51. The Provider declares that it is entitled to economic copyrights to the Works, which at the time of the transfer of copyrights to APA will not be encumbered with any rights or claims of third parties. The Contractor is obliged to satisfy all claims of third parties in connection with the infringement of third party rights, in particular copyrights.
52. If third parties make claims against APA regarding copyright infringement, the Provider is obliged to immediately notify APA of this fact and will cover all reasonable costs incurred by APA in connection with such claims, including the costs of legal representation. APA may, at its own expense, take necessary and beneficial actions to defend against the above claims, as well as may, at its discretion, take an active part in any activities related to possible copyright questioning, in particular in correspondence, conversations, disputes before the court or other public authorities.
53. At the request of APA, the Provider shall at any time confirm in writing the acquisition of the Works and copyrights to the Works by APA between the parties to the Agreement.
54. In the event that new fields of exploitation arise in the future, which APA will want to use, the Service Provider undertakes, within 30 days from the date of receipt of the request from APA, to give a written consent to the transfer of copyrights to use and dispose of the subject of the agreement in these fields, for the full duration of such rights and without any restrictions. In such a case, the remuneration for the performance of the Subject of the Order fully satisfies all claims of the Supplier, also with regard to future fields of exploitation.
55. Notwithstanding the above provisions, the Provider, as part of the remuneration for the performance of the Subject of the Contract, at the time of issuance (i.e. signing the Acceptance Protocol) of the APA of the Subject of the Contract covering the Work that is software – the Provider ensures the transfer/granting of a non-exclusive, unlimited in time, worldwide license to make changes and to use the APA software as part of its business under the Agreement. To the extent specified above, APA remains entitled to grant sublicenses to other entities from the APA group.

56. The Supplier bears the risk of loss or destruction of the Subject of the Order in whole or in part until the APA signs the Acceptance Protocol, including the responsibility for the proper protection of the Subject of the Order during transport and unloading.

Health and safety, certificates, personal protective equipment, etc.

57. The Supplier (as well as its employees/cooperating employees/subcontractors) performing the Subject of the Order must meet all current, legally required standards, including:
 - a. occupational safety and health at work,
 - b. current medical certificates confirming that there are no contraindications to perform work in a given position,
 - c. current OHS training – a certificate of on-the-job training at a given workplace,
 - d. current qualifications to operate machinery and equipment requiring appropriate qualifications and qualifications,
 - e. protective clothing, protective and safety equipment appropriate for the job,
 - f. comply with the working conditions applied in the APA and/or at the end Customer,
 - g. have valid and all legally required certificates, authorizations, permits, permits, etc. necessary for the performance of the Order, entitling to perform activities and to undertake activities related to the performance of the Order.
57. By starting cooperation with APA, the Supplier will carry out the Order with its own efforts, with using our own materials and our own personal protective equipment. The Supplier shall be liable for the acts/omissions of employees and persons performing the Subject of the Order as if they were their own.
58. Potential employees of the Supplier performing the Subject of the Order for APA must have up-to-date occupational medicine examinations, have up-to-date OHS training and other training required by law or necessary in connection with the performance of the Subject of the Order. The Supplier is obliged to comply with all obligations required by law with regard to the legal employment of persons delegated to perform activities for APA and safe delegation to work at the place of performance of the Subject of the Order.
59. If necessary, the Supplier undertakes to comply personally and to familiarize any employees/cooperating employees/subcontractors performing the Subject of the Order with the documents and rules applicable in the APA and/or at the end Customer. Each person performing activities in connection with the performance of the Subject of the Contract is obliged to comply with the relevant regulations/procedures before performing the subject matter under contracts, including (but not only) in the field of occupational health and safety (OHS).

Marketing consent

60. Supplier agrees to be indicated by APA as a counterparty on information, commercial and marketing materials, including on the APA website. The consent also includes the right to place the name, logo or trademark of the Provider or its affiliates in these places.
61. The Provider has the right to withdraw this consent in writing under pain of nullity. Withdrawal of consent by the counterparty does not impose an obligation on APA to withdraw printed materials already placed on the market.

Information on the processing of personal data

62. In execution of the information obligation resulting from the content of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as: GDPR), APA informs that the administrator of personal data of all entities maintaining business relations with APA is APA spółka z ograniczoną odpowiedzialnością with its registered office in Gliwice (44-105) at 251 Tarnogórska Street, registered in the 10th Commercial Division of the National Court Register of the District Court in Gliwice under KRS number: 0000274779.
63. Contact details of the controller:
 - a. address: 251 Tarnogórska Street, 44-105 Gliwice
 - b. e-mail: rodo@apagroup.pl;
 - c. phone: 32 231 64 43
64. All personal data (if they are transferred to APA) are protected in accordance with the Polish Personal Data Protection Act of 10 May 2018 and in accordance with the GDPR – as well as are not processed for any purposes other than those related to the implementation of the Order.
65. Personal data is processed by APA:
 - a. in accordance with applicable law,
 - b. to the extent necessary for the performance of the order/order or obligations under the Agreement by APA;
 - c. for purposes related to the performance of the obligations incumbent on APA in connection with the performance of the Agreement;
 - d. for the purpose of considering complaints, providing maintenance services and claims under the warranty for defects of the sold item.
66. APA applies technical and organizational measures to ensure the security of the processed personal data provided to APA.
67. The period of data storage by APA is equivalent to the period for which the Order is processed or the period for which the business relationship with the Supplier lasts. After the completion of the Subject of the Order, the data is stored for the period of providing maintenance services, the duration of rights resulting from the provisions of the law on warranty, and for the duration of the warranty granted by the Authority, and longer only for the performance of legal obligations incumbent on APA as the administrator of personal data.
68. APA provides each data subject with the right to access the processed data, rectify it, correct it, obtain a copy of the data, request the cessation (deletion) of processing, delete or limit processing, object to processing, as well as to transfer data.
69. Each data subject also has the right to lodge a complaint about unlawful processing of personal data. The competent authority to report personal data breaches is the President of the Office for Personal Data Protection, 1A Stanisława Moniuszki Street, 00-014 Warsaw.

Final provisions

70. Contracts with consumers will be governed by the provisions of the Polish Act of 30 May 2014 on consumer rights and the provisions of the Polish Civil Code.
71. The Supplier shall be liable for non-performance or improper performance of the Subject of the Order and for actual losses related thereto.
72. Each time the stipulation of contractual penalties does not exclude the possibility for APA to seek redress of the total loss from the Supplier on general terms. It is not excluded that APA may seek damages in excess of the amount of contractual penalties.
73. In connection with the Order placed by the Order, the provisions of the Code of Conduct of Suppliers APA sp. z o.o., which is available at the link <https://www.apagroup.pl/dokumentacje->

- prawne, apply. The APA Provider is obliged to comply with the provisions contained in the above-mentioned document and to complete and return the questionnaire for Suppliers.
74. All information provided to the Supplier by APA is confidential and constitutes a trade secret of APA within the meaning of the provisions of the Polish Act on Combating Unfair Competition of 16 April 1993. Detailed arrangements regarding the confidentiality of data will be specified by the parties in a confidentiality agreement (NDA) or in a personal data entrustment agreement, if it is necessary/required under applicable law.
 75. It is prohibited for the Service Provider to assign the receivables due to the APA without the express consent of the APA expressed in writing, under pain of nullity (prohibition of assignment).
 76. Any disputes arising from the performance of the agreements will be resolved through negotiations, and ultimately by the Court having jurisdiction over the registered office of APA.
 77. All agreements concluded by APA with foreign suppliers are subject to Polish law, and in case of doubts as to the interpretation of the agreement/contract drawn up in two language versions - priority is given to the Polish version.
 78. In the event of the invalidity of any provision of these GTC, the remaining provisions shall remain in force and the invalid provision shall be replaced by a provision with the wording closest to it.
 79. Amendment of the provisions of these GTC is possible in the event of: (a) changes in market conditions, (b) changes in legal regulations, introduction of new legal regulations, changes in the interpretation of regulations, etc. (c) organizational changes of APA (d) as well as for important reasons related to APA's activities.
 80. The content of these GTC is available on the website of APA <https://apagroup.pl/dokumentacje-prawne/>
 81. The amendment to the Terms and Conditions is published on the APA website and is effective for agreements concluded after the amendments came into force and applies to Orders placed after the amendment.

Gliwice, 11 August 2025

Artur Pollak

ARTUR POLLAK

PRESIDENT OF THE MANAGEMENT BOARD OF APA SP. Z O.O.