

WCBKT S.A. GENERAL TERMS AND CONDITIONS OF ORDERING

Version No. 1 Effective as of 01.08.2024

1. GENERAL PROVISIONS

- 1.1 These General Terms and Conditions of the Ordering, hereinafter "GTC", apply to the purchase of goods or services specified in the Order (hereinafter: "Order") submitted by Wojskowe Centralne Biuro Konstrukcyjno-Technologiczne S.A., based in Warsaw at Radiowa street No. 13, NIP: 525-000-72-30 REGON 000836483, KRS: 0000303109 hereinafter the "Contracting Authority" and are an integral part of all Orders placed by the Contracting Authority for the delivery or purchase of raw materials, goods and services from the supplier, hereinafter the "Supplier".
- 1.2 These GTCs (including the Detailed Terms and Conditions of Ordering hereinafter "DTC" or the separate agreements referred to below) exclude all rules and provisions used in documents construed as the Supplier's "General Terms and Conditions of Sale" that may relate to or concern the subject matter of the Order.
- 1.3 At the stage of arrangements, prior to the submission of the Order, the provisions of the GTC may be changed, modified or some of them excluded from application only at the discretion of the Contracting Authority. Then the GTC document is converted into: DTC. GTC or DTC are submitted along with each Order.
- 1.4 The GTC and DTC are binding only with regard to a specific Order and may not be treated by the Supplier as applicable to subsequent Orders or as a "framework agreement".
- 1.5 Any deviation from the application of the GTC and DTC is possible only upon the written consent of the Contracting Authority or in the form of a separately executed agreement with or without the application of the GTC or DTC
- 1.6 The provisions and stipulations of the GTC or DTC do not apply when a completely separate agreement is concluded with the Supplier for the execution of the Order. In any other case, such agreement is superseded by the provisions of these GTC or DTC.
- 1.7 The GTC may be amended at any time by the Contracting Authority.
- 1.8 Either the currently effective GTC or their subsequent versions after amendments (with a new version number and date) are posted on the Contracting Authority's website: <https://wcbkt.pl/onas/dokumenty-korporacyjne/ogolne-warunki-zamowienia/>, whereby the new version of the GTC do not apply the order, the execution of which started before relevant amendment to the GTC.

2. ORDER ACCEPTANCE CONFIRMATION

- 2.1 Within 5 business days of receipt of the Order the Supplier confirms in writing, or by e-mail, its acceptance for execution. In the case of changes proposed by the Supplier and approved in writing as referred to in p. 1.3 to 1.5, the 5-day period starts on the date of execution of a written agreement or a separate agreement.
- 2.2 Confirmation of the Order is equivalent to the Supplier's acceptance of all of these GTC, DTC or the terms and conditions amended according to the provisions above.

- 2.3 When the Supplier proceeds to the execution of the Order, it is tantamount to acceptance of the Order under the terms stipulated in it.

3. AUDIT OF THE SUPPLIER'S PROCESS

- 3.1 The Contracting Authority reserves the right to perform an audit of the process regarding the Order being performed. The Supplier is required to let the auditors carry out the audit, present documentation and the degree of progress in the production process. Such audit does not relieve the Supplier in any way or to any extent of their responsibility for the due performance of the Order.
- 3.2 The audit is necessary to ensure an adequate level of quality in the execution of the Order.

4. TERMS OF DELIVERY

- 4.1 The proper place for delivery of goods or receipt of services is Wojskowe Centralne Biuro Konstrukcyjno-Technologiczne S.A. 01-485 Warsaw, Radiowa street 13 or other location indicated in the Order.
- 4.2 The goods and/or services ordered must be delivered in accordance with the terms and conditions specified in the Order or its Annexes.
- 4.3 The supplied goods and/or services included in the Order will meet the quality requirements specified in the technical documentation for relevant goods and in the relevant standards, legal regulations and additional requirements stipulated in the Order or its Annexes.
- 4.4 The delivery date is deemed to have been met as long as the goods and/or services are delivered together with the documents indicated in the Order specifications or other documents required by legal regulations, and the acceptance of the goods and/or services is confirmed by a person authorised to accept them, representing the Contracting Authority, within the stipulated date of execution of the Order.
- 4.5 Failure to meet the agreed delivery dates or delivery inconsistent with the Order entitles the Contracting Authority to withdraw from the Order. The right of withdrawal may be exercised by the Contracting Authority in writing within 21 days of the date of occurrence of the circumstances justifying the withdrawal.
- 4.6 The Supplier is required to properly protect the goods during transport and storage, until the goods are accepted by the Contracting Authority, which is confirmed by a signed delivery document.

5. ACCEPTANCE/COLLECTION

- 5.1 Standard acceptance/collection of goods and/or services takes place at the Contracting Authority's between 8:00 a.m. and 2:00 p.m. on business days.
- 5.2 It is permissible to change the location, days or times of deliveries and collections by telephone.
- 5.3 Delivery should be notified to the Contracting Authority by e-mail or telephone along with the delivery date, at least 2 business days before the scheduled date of delivery.

- 5.4 The Supplier is required to pack the product in a way that protects it during transportation. Goods of considerable weight, size or in large quantity should be packed so as to facilitate unloading with a forklift truck or other suitable unloading tools.
- 5.5 All goods should be marked to enable their correct and proper identification against the Order.
- 5.6 The Supplier is required to deliver to the Contracting Authority, together with the subject matter of the Order, the required documents confirming quantity, quality and conformity, in particular, quality control certificates, approvals, measurement sheets, safety data sheets and other required documents, as indicated in the Order specifications or resulting from regulations.
- 5.7 The Contracting Authority inspects the delivery at the time of its acceptance, in particular inspects it for any damage to the subject matter of delivery caused during its transportation and the conformity of the delivery and accompanying documentation with the submitted and accepted Order. The Contracting Authority has the right to refuse to accept the delivery item in the event of visible damage or other damage that poses a risk of damage to the delivery item itself. The Supplier may not refuse to accept a delivery item that is not accepted by the Contracting Authority in this manner.
- 5.8 In the case of an incomplete or non-conforming delivery, the Contracting Authority has the right to refuse acceptance of the delivery or to accept it conditionally and draft a protocol of discrepancies/non-conformities, particularly if the nature of the delivery item or the nature of the examination of the delivery item is possible only after physical receipt and examination at the Contracting Authority's. Then the Contracting Authority will immediately notify the Supplier of the non-acceptance or conditional acceptance of the delivery item, stating the reason for refusal to accept or indicating the conditions necessary for proper acceptance of the delivery. In such circumstances the Supplier is required to take back the unaccepted Order and deliver the subject matter of the Order in accordance with the submitted Order, or to meet the conditions indicated by the Contracting Authority within the deadline prescribed for it.
- 5.9 Should the Supplier fail to take back the unaccepted subject matter of the Order, or should the time limit to meet the Contracting Authority's conditions for proper acceptance of the subject matter of the Order expire, the subject matter of the Order will be stored by the Contracting Authority at the Supplier's expense and risk, and the Contracting Authority is entitled to deduct the cost of such storage from the amount due to the Supplier as payment for the subject matter of the Order.

6. SUPPLIER'S RESPONSIBILITY

- 6.1 The supplier/service contractor is responsible for verifying the technical condition of the material entrusted by the Contracting Authority to perform services on it and verifying conformity with the documentation.
- 6.2 The material provided to the Supplier for the performance of the service remains the property of the Contracting Authority.
- 6.3 Upon acceptance, the Supplier bears full legal responsibility for the material entrusted by the Contracting Authority.

7. RESPONSIBILITY FOR SUBCONTRACTORS

The Supplier may not be exempted from liability towards the Contracting Authority on the grounds that the Supplier's non-performance or improper performance of the delivery was a consequence of the non-performance or improper performance of obligations to the Supplier by their cooperators, sub-suppliers or subcontractors.

8. GUARANTEE AND WARRANTY

Subject to the provisions of 5.7 - 5.9 above, the Supplier provide a guarantee for the goods or services delivered for the duration indicated in the Order, as of the date of proper acceptance by the Contracting Authority of the subject matter of the delivery, together with the documents referred to in 5.6. Entitlement under the guarantee provided does not exclude the rights of the Contracting Authority under the warranty for defects in the subject matter of the Order as per the provisions of the Civil code.

9. COMPLAINT PROCEDURE

- 9.1 The Contracting Authority reports any quality defects or quantity defects found immediately to the Supplier, at the latest within 14 days of the date of receipt of delivery.
- 9.2 If the deficiencies or defects were of such a nature that even with due diligence they could not have been found upon receipt, the 14-day period shall run from the date of their discovery.
- 9.3 The Supplier is required to remove defects immediately, at the latest within 14 days from the date of receipt of the complaint.
- 9.4 If the complaint is not accepted, the Supplier is required to notify the Contracting Authority within 14 days of the reasons for rejecting the complaint.

10. PAYMENT TERMS

- 10.1 Deliveries of goods and/or services covered by the Order are payable in the currency and prices approved between the Contracting Authority and the Supplier, at the time and under the terms and conditions specified in the Terms and Conditions stipulated in the Order.
- 10.2 The date of payment is deemed to be the date on which the Contracting Authority's bank account is debited.
- 10.3 Payments to Suppliers are made by bank transfer.
- 10.4 The Contracting Authority has the right to withhold payment of remuneration in the event of:
 - a) filing a complaint on quality defects or quantity shortages in the delivery,
 - b) lack of documents required by the Order in part or in whole,
 - c) improperly issued invoice, i.e., inconsistent with applicable laws and agreed contracts, in particular, absence of the following clause on the invoice: "Assignment or pledge of receivables is possible only upon Debtor's consent."
 - d) absence on the invoice of the number of Contracting Authority's Order.

11. CONTRACTUAL PENALTIES

- 11.1 The Contracting Authority reserves the right to charge contractual penalties in the amount of 0.5% of the gross Order value in case of delays in delivery, for each day of delay. The delay in delivery is also understood to include failure to deliver documents that were to be submitted in accordance with 5.6, as well as incompleteness and non-compliance of the delivery. If the Order completion date is exceeded by 14 days, the Contracting Authority has the right to withdraw from the Order and charge contractual penalties subject to the provisions below.
- 11.2 The Contracting Authority reserves the right to charge a contractual penalty in the amount of 10% (ten percent) of the gross Order value in case of withdrawal from the Order for reasons attributable to the Supplier.
- 11.3 Accrued contractual penalties may not exceed 20% (twenty percent) of the gross Order value. Hence the Contracting Authority reserves the right to claim compensation for the resulting damage in excess of the stipulated penalty (supplementary damages).
- 11.4 The Contracting Authority reserves the right to deduct the accrued contractual penalties referred to above from the amount of payment due to the Supplier for the goods and/or services delivered. The Contracting Authority will notify the Supplier in writing of the amount of the contractual penalty charged and of its deduction. If the contractual penalty does not cover the damage suffered by the Contracting Authority, it is permissible to seek under the general rules compensation in excess of the amount of contractual penalties.

12. NO ASSIGNMENT OF CLAIMS

The Supplier undertakes to refrain, without the written consent of the under the general rules, from transferring the receivables arising from this Order to other entities and persons, as well as to refrain from encumbering them, and to include a clause on this limitation on the invoices issued and other documents associated with the performance of the Order under pain of their non-enforceability, except only in such cases when, by law, the consent of the Contracting Authority is not required for such a transfer to be effective. However, in the latter case, notification to the Contracting Authority is required.

13. OTHER PROVISIONS

- 13.1 Any disputes arising out of the Order will be resolved in accordance with Polish law, before the court having jurisdiction over the seat of the Contracting Authority.
- 13.2 These terms and conditions, as well as other arrangements arising from these GTC, are an integral part of the Order.
- 13.3 The Supplier agrees to treat as confidential all information shared in the GTC or the GMS and the submitted Order or the concluded agreement and to prevent unauthorised disclosure and confirms that the confidentiality requirements will be observed by their employees and subcontractors. Confidentiality applies both during and after the execution of the Order or agreement. Any violation of this obligation by the Supplier may result in the Contracting Authority demanding payment of a contractual penalty equivalent to 20% of the gross value of the order placed, within a period of at least

14 business days. It may also result in a claim to compensate the Contracting Authority for the resulting damage with a supplementary value if its size exceeds the amount of the contractual penalty paid.

- 13.4 Due to pursuing the Quality Management System in accordance with the PN-EN ISO 9001:2015 standard and additional requirements of AQAP, the Contracting Authority reserves the right to audit the production and technological process as well as the quality acceptance process of the ordered goods or services.
- 13.5 Any changes to the provisions of the GTC referred to in 1.3. - 1.6. of the GTC must be in writing, approved by both parties.
- 13.6 Matters not regulated are subject to the provisions of the Civil code and other applicable legal acts.