
WB ELECTRONICS GENERAL TERMS AND CONDITIONS OF PURCHASE

I. GENERAL PROVISIONS.

1. These General Terms and Conditions of Purchase (hereinafter referred to as the GTC) set forth the rules for the purchase of goods by WB Electronics SA (hereinafter referred to as the Buyer or B) from suppliers (hereinafter referred to as the Supplier or S). Goods may only be purchased by B in accordance with the provisions of the GTC.
2. The General Terms and Conditions may be modified, amended, or some of them excluded from application by B in orders placed with the Suppliers (including in order attachments) or in contracts concluded between B and S. Any deviation from the application of the GTC by S may only occur with B's written consent.
3. Any waiver by B from applying the purchase conditions in specific cases shall be binding only and exclusively for a specific order and may under no circumstances be treated by S as having been made in relation to other or subsequent orders placed by B.
4. In the event of any conflicts between the provisions of the General Terms and Conditions of Sale of B and the General Terms and Conditions of Sale of S - if any - only the provisions contained in the General Terms and Conditions of Sale of B shall apply.
5. B may specify in the request for quotation terms and conditions of Purchase other than those in the present General Terms and Conditions of Purchase, in such case the GTC shall apply.

II. ORDERS.

1. S shall each time make a delivery on the basis of a written order received from B, under the conditions resulting from both its wording (detailed conditions) and the provisions of these General Terms and Conditions.
2. Any change in the general and detailed terms and conditions of purchase/delivery made by S without the consent of the Buyer shall not be binding on B and may result in the cancellation of the previously placed order without the right of S to receive compensation, and also without the right to reimbursement of costs (both direct and indirect) incurred by S in connection with the execution of the order.
3. General Terms and Conditions GTC shall be possible only under the terms and conditions specified in this document.
4. S shall be obligated to confirm B's order in writing, by fax or email, within 5 days. Any other arrangements made between S and B in this regard shall be binding on the parties only if confirmed in the manner described above.
5. Failure by S to confirm a specific order within the time limit specified in point 3 above, while S simultaneously commences its execution, shall be deemed to constitute acceptance of both the detailed terms and conditions of B's order and the provisions of these General Terms and Conditions.

III. PRICE.

1. For mutual settlements between the parties, the prices specified in B's order accepted by S shall be treated as binding.
2. The price indicated in the order includes all costs incurred by S in order to fully and properly perform the activities indicated therein, in particular packaging costs, insurance costs, costs of transport to the destination, as well as public levies, such as taxes and customs duties, including VAT.

-
3. Each of S's invoices must contain prices that are identical to those shown in B's order. Invoices with prices specified in a different manner shall not be accepted by B unless B gives its written consent and forwards it to S as an appendix to the prior order.
 4. S shall ensure that B can benefit from any price reductions that may occur before the date of delivery of the goods if S lowers prices permanently, temporarily or on a one-off basis, e.g. by launching a special offer, sale, etc.

IV. DELIVERIES.

1. The ordered goods must be delivered in accordance with the provisions of the special conditions specified in B's order and these GTC, must be free from obvious and hidden defects, including legal defects, must meet the requirements referred to in Section V, and must be accompanied by a delivery document.
2. The delivery document shall include: the name of the S, the complete number, date and subject of B's order, the range and quantity of products delivered, and the shipment date. A copy of this document shall be forwarded to B or the final recipient if the recipient is an entity other than B, upon confirmation of receipt by B or final recipient's warehouse department.
3. In all cases, delivery costs shall be borne by S, unless the order states otherwise. Delivery may be made at B's expense only with B's prior written consent and only through a shipping company designated by B, to which B shall provide a customer number.
4. Delivered goods shall be appropriately packaged and marked to enable quick identification.
5. Time limits:
 - a) The delivery dates for the goods specified in B's order shall be strictly binding. These dates refer to the day on which S delivers the goods to the location specified in the order.
 - b) If S is late in delivering the products or providing the ordered services, B shall have the right to withdraw from the order without setting S an additional time limit. B shall notify S of this decision in writing and the decision shall come into effect immediately.
 - c) Any delivery of products before the agreed date may only take place with the consent of B, provided that payment for these deliveries is made on the due date indicated in the order.
 - d) S shall be obligated to send a written notification to B two business days before the planned delivery date. The notification shall include the specification of the delivery item with reference to the contract and/or purchase order to which it relates.
6. The ownership of the products and the benefits and burdens associated with the goods as well as the risk of accidental loss or damage to the goods shall pass to B upon delivery of the goods (i.e. receipt of the goods by B or a final recipient other than B), in accordance with section 7 below.
7. It is assumed that the order has been completed upon positive acceptance of the goods upon receipt (in terms of quantity and quality), at the place of their destination and upon simultaneous submission by S of material certificates, warranty cards or other documents (COQ, COC, FAT) concerning given goods, specifying the type and delivery dates in B's order.

-
8. Place of delivery: WB Electronics S.A., ul Poznańska 129/133, 05-850 Ożarów Mazowiecki, Monday to Friday from 7.00 a.m. to 3.00 p.m.
 9. The order completion shall be confirmed by a written delivery/acceptance report or a delivery note signed by B without any comments on the quantity and quality of the delivery.

V. LIABILITY OF S.

1. Within the framework of their mutual commercial relations, B treats S as a specialist entity, fully prepared to meet the goals and tasks arising from the order. In this role, S shall be liable to B for all defects, including hidden ones, in the products or services they supply.
2. S shall be liable to B for late deliveries and for any losses resulting from damage and contamination of the goods caused by improper packaging or lack of protection during transport.
3. All technical, design, technological, industrial, and commercial data, as well as any plans, designs, descriptions, specifications, and reports, etc., provided to S by B for the purpose of fulfilling the order shall constitute B's trade secrets and shall be confidential. S may use them solely for the purpose of fulfilling the order, and access to them may only be granted to employees who require them for the proper execution of the order, after being informed of the confidentiality of such data. S may not disclose them in any way, publish, or transfer them to any other entity without B's written consent.
4. S represents and warrants that the products sold to B are new, carefully manufactured, tested and made in such a way that they are suitable for use in accordance with their intended purpose and the conditions resulting from B's order.
5. S confirms that these products meet the safety requirements required by B, comply with all specifications and standards specified in B's order, and are permitted for sale in the area where they are to be used.
6. S shall be fully liable to B for failing to comply with the above provisions.

VI. QUALITY CONTROL OF THE S's PROCESS.

1. B reserves the right to conduct an audit of the order execution process. S shall be obligated to facilitate the audit, including providing documentation and information regarding the progress made in the production process. Conducting an audit shall not in any way relieve S of liability for the proper execution of the order.

VII. CONTRACTUAL PENALTIES.

1. S shall be obliged to pay B the following contractual penalties:
 - a) for delay in delivery of goods being the subject of delivery in the amount of 0.5% of the net price of goods not delivered within the time limit specified in the order, calculated for each day of delay,
 - b) in the event of withdrawal from the order by either Party for reasons for which S is liable, in the amount of 20% of the net price of the entire subject of the order,
 - c) in the amount of 0.5% of the net price of goods whose defects have not been removed within the time limit set for their removal, calculated for each day of delay in removing the defect.
2. At the same time, B shall have the right to claim damages in an amount exceeding the amount of the stipulated contractual penalties under general rules.
3. B may deduct the contractual penalties due from the amount due to S.

-
4. The documentary basis for calculating contractual penalties shall be the debit note B delivered to S. Contractual penalties shall be payable within 14 days from the date of receipt of the debit note by S, subject to point 3.

VIII. RECEIPT OF GOODS, WARRANTY FOR DEFECTS.

B, or – if the end recipient is not B – an entity other than B but designated by B, shall inspect the delivered products in terms of their quality and quantity. B shall notify S as soon as possible of any refusal to accept the products, stating the reasons. S shall respond to B's decision within 3 days of being notified of the refusal to accept the product. Unless the parties agree otherwise (e.g., a price discount on the goods considered defective but usable for their intended purpose), any products not accepted by B shall be collected by S within 5 business days of B's refusal to accept them, and products free from any defects shall be delivered in their place. All associated costs shall be borne by S.

IX. PAYMENTS.

1. All S invoices must contain data in accordance with applicable regulations in this respect and be delivered to B. They shall include B's order number and date, as well as the unit of measurement consistent with the order.
2. Unless the order or agreement states otherwise and the delivered goods are consistent with the order, payment shall be made by B based on an invoice issued by S not earlier than on the date on which the subject of the order is handed over to B. The payment deadline, which must be at least 60 days, shall run from the date of delivery of the correctly issued invoice to the Buyer. The basis for issuing an invoice shall be a delivery/acceptance report signed by B upon receipt of the goods and/or a delivery note signed by B without any comments regarding the quantity or quality of the delivery. On the invoice, S must indicate B's order number and the delivery report or delivery note number for which the invoice was issued.
3. B shall have the right to offset its monetary claims against S against S's monetary claims against B.

X. INTELLECTUAL PROPERTY PROTECTION

1. S represents and warrants that the goods it delivers are free from any legal defects, and in particular that the use of the products it delivers does not constitute an infringement of any patent, trademark, registered utility model, Polish or foreign symbol, or other rights arising from industrial and intellectual property. S shall be obligated to repair any damage caused to B, directly or indirectly, and to reimburse B for any lost profits resulting from a breach of S's obligation to deliver defect-free goods.
2. Additionally, if the delivered goods constitute a work within the meaning of the Copyright and Neighbouring Rights Act of 4 February 1994, S and B, not later than at the time of acceptance, shall conclude a written agreement in which S shall transfer to B the copyrights and derivative rights to the delivered work, without any time or territorial limitations, in the fields of exploitation, including those indicated in point 3 below.
3. The transfer of economic copyrights shall take place in particular (but not exclusively) in the following fields of exploitation: in the scope of recording and reproduction, trading in the original or copies on which the work has been recorded, introducing into circulation, lending or renting the original or copies, in the scope of disseminating the work in a manner other than specified above, the right to modify, sublicense, record and reproduce

the work, producing copies of the work by any technique, including printing, reprographic, magnetic recording and digital technique; the right to use and derive benefits from the work, using its adaptation, translation, processing, adaptation.

4. If any claims or demands for financial compensation arise against B from a third party due to a possible infringement of economic copyrights and derivative rights to the work, including an infringement consisting solely in the use of the know-how of a third party, S shall indemnify B and assume all liabilities in this respect and cover all costs or losses of B arising therefrom.

XI. ORDER CANCELLATION.

1. B shall have the right to cancel an order or withdraw from a contract in whole or in part by notifying S and without further calling upon S to fulfil the obligation in the following cases:
 - a) S declaring bankruptcy or filing a motion in this regard, liquidation or ceasing further business activity,
 - b) S's division of its enterprise, merger with another enterprise or sale of it,
 - c) in the event of failure by S to fulfil any of the obligations arising from the specific conditions specified in the order or the GTC.
2. If S is late with the commencement of production of the delivery item or its individual parts to such an extent that it is unlikely that it will be able to deliver them within the agreed time limit, B may, without setting an additional deadline, withdraw from the contract before the time limit for delivery of the delivery item expires.
3. If, during the production of the delivery item, it turns out that S is manufacturing the item defectively or in a manner inconsistent with the contract, B may request S to change the manner of manufacturing, setting S an appropriate deadline for this purpose, and after the expiry of the specified deadline, withdraw from the contract.

XII. INSURANCE.

S shall be obliged to have appropriate insurance against all risks and liabilities arising from B's orders.

XIII. BUYER'S LIABILITY.

B shall not be liable for failure to fulfil obligations arising from these General Terms and Conditions of Purchase if this is due to a cause beyond its control.

XIV. WARRANTY.

Unless otherwise stated in the order, the warranty period shall be up to 36 months, including 12 months for storage and installation and 24 months for use.

If defects are found in the delivered product during the warranty period, S shall be obliged to:

1. Consider the complaint report within 3 days from the date of its receipt (by post, fax, or e-mail);
2. Improve the defective products within 15 days from the date of receipt of the report in the territory of the Republic of Poland, including:
 - a) removal of defects in the delivered product at the place where they were discovered, or their delivery at its own expense to its own premises for the purpose of their improvement, bearing the costs of improvement and delivering them – at B's choice – back to the place from which they were taken or to B's premises,

-
- b) extension of the warranty period by the time during which B was unable to use the products due to their defects.
 - 3. Replacement of the product with a new one within 30 days from the date of the complaint report if the provisions of point 2 are not met.

XV. ASSIGNMENT.

S shall not be able to transfer its rights and obligations arising from the sale of goods under the terms and conditions of B's order and these General Terms and Conditions of Purchase without the prior written consent of B.

XV I. DISPUTES.

- 1. Any agreement or legal transaction concluded between S and B under these GTC shall be subject to Polish law.
- 2. Any disputes arising from the purchase of goods shall be resolved by the courts having jurisdiction over the registered office of B and in accordance with Polish law.

XVII. CODE OF ETHICS OF THE WB GROUP.

- 1. Acceptance of the order by the Supplier shall mean means the Supplier's commitment to apply the provisions of the Code of Ethics for Suppliers of the WB Group available at <https://www.wbgroup.pl>.

**General Terms and Conditions
Version 2.1 07/11/2025**