

General Terms and Conditions of Purchase of Goods CB Inc.

1. APPLICATION

1. These General Terms and Conditions of Purchase (hereinafter referred to as the "GTCs") shall apply to any goods or services (hereinafter referred to as the "Goods") purchased by CB Inc. with its registered office in Chrzęstowice, Ozimska 2A (46 - 053 Chrzęstowice), entered into the register of entrepreneurs kept by the District Court in Opole, VIII Commercial Department of the National Court Register under number 0000320862, Business Registration Number: 530993551, Tax number: 7541013532 (hereinafter: "CB"), from suppliers (hereinafter: "Supplier"), based on an order placed by CB.

2. CONCLUSION OF THE CONTRACT

1. Sales agreement is concluded between the parties on the terms and conditions specified in the CB's order and GTCs at the moment of order confirmation by the Supplier, its tacit acceptance if the parties are in permanent business relations or by the actual execution of at least a part of the order.
2. Order constitutes CB's independent offer and defines in a complete way terms of sales agreement, excluding parties' prior arrangements. CB's order may be accepted by the Supplier only without changes or reservations. Any other terms and conditions presented by the Supplier, including but not limited to the Supplier's statement of acceptance, delivery notes, invoices and general terms and conditions applied by the Supplier, shall not apply to the order.
3. The Supplier is obliged to confirm the date of delivery complying with the order - within 3 working days from the order being sent by the Purchaser. If the Supplier fails to confirm the order within 3 working days from the order being sent by the Purchaser, the delivery date and other terms specified in the order shall automatically apply.
4. Both sides confirmation of Safety Data Sheet and Technical Data Sheet is required for all materials ordered for the first time by CB. The documents should be approved within 5 working days from the date of sending the order by the Ordering Party.
5. In case of the Supplier's objections to the terms and conditions of the order, the Supplier shall expressly refuse the order and indicate its comments. If they are acknowledged, they will be included in the new CB order. If the Supplier accepts a CB order with the Supplier's objections, the Supplier's objections shall not be binding on the parties.
6. In case of discrepancies between provisions of the GTCs and provisions of the CB order or provisions of the framework supply agreement concluded between the parties, provisions of the agreement, then order and GTCs shall prevail.

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7. The Supplier agrees that the GTCs as currently provided by CB shall also apply to any future sales contract between CB and the Supplier, unless otherwise expressly agreed by the parties.

3. PRICE

1. The sales price specified in the CB's order is of a fixed, lump sum nature and includes, in particular
 - a) remuneration of the Supplier for the sale of the Goods,
 - b) possible, assembly, installation, etc., if indicated in the order,
 - c) costs of packaging,
 - d) costs of insurance of the Goods for the time of transport,
 - e) costs of delivery and collection of the Goods,
 - f) all tax obligations and other charges related to the Goods, their sale and delivery, excluding tax obligations incumbent on CB under generally applicable laws.
2. Unless indicated otherwise, the prices given in the order are net prices and shall be increased by appropriate VAT.

4. INVOICING AND PAYMENT TERMS

1. In return for proper performance of delivery of the Goods / provision of the service, the Ordering Party shall make payment by bank transfer to the Supplier's bank account within the agreed time limit specified in the order, counting from the date of complete delivery of the Goods, as per CB's order, based on a VAT invoice correctly issued by the Supplier and delivered to CB.
2. Invoices must be sent by email to: faktura@cb.com.com no later than the date of delivery. The Supplier shall put the Ordering Party's order number on the invoice; in case the order number is missing on the invoice, the Ordering Party reserves the right to send the invoice back for correction and to postpone the payment deadline by the period waiting for the Supplier to deliver a correct invoice, including the order number.

5. DELIVERY TERMS AND REQUIRED DOCUMENTS

1. Delivery of the Goods shall be made to the destination indicated in the Order according to the DAP rule in accordance with Incoterms 2010, unless otherwise specified in the Order.
2. Delivery is only possible on the date specified in the Order. Delivery on an earlier date is permissible, provided that the person issuing the order on the part of the Ordering Party is informed about it and accepts it.

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3. If the delivery date is endangered for reasons attributable to the Supplier, the Supplier is obliged - at its own expense - to deliver the Merchandise in the fastest possible manner, including express courier service or by air.
4. The Supplier is obliged to notify the CB immediately of any delays in delivery or threats to meet the contractual delivery deadline.
5. Upon delivery, the Supplier is obliged to send Quality Control Certificates to the Ordering Party, confirming the compliance of parameters with the guidelines included in TDS and covering the parameters included in Quality Specification for each ordered product. The documents should be sent in a scanned form to the following address: atest@cb.com.pl - not later than the day of the scheduled delivery. Quality Control Certificates should be issued for each production batch of material delivered.
6. Delivery of an order is complete when it includes the ordered goods or completed service, correct Quality Control Certificates, a WZ document with lot numbers for each material. If the Supplier fails to perform or improperly performs any of its obligations specified in the above points - the Ordering Party shall have the right to refuse to accept the delivery and/or to allow the goods to be unloaded; all costs related to refusal to accept the delivery and/or to allow the goods to be unloaded as well as full liability for damages on this account shall be borne by the Supplier, whereas the Ordering Party shall not bear any liability on this account, including, in particular, any liability for damages. Refusal to accept a delivery and/or refusal to allow goods to be unloaded shall in no way release the Supplier from its obligation to duly perform the order.
7. Any documentation sent by e-mail should include the Ordering Party's order number in its title; lack of such indication shall be deemed as non-performance of the Supplier's obligation to send documents.
8. In the event of non-performance or improper performance of the order, including delays in delivery, the Ordering Party shall be entitled to seek from the Supplier compensation claims to the full extent described in clause 8.
9. The Supplier shall pack the Goods according to the CB instructions, and if there were no such instructions, according to the properties of the Goods, in a manner ensuring their integrity during transport.
10. Acceptance of Goods and payment of the sales price does not constitute confirmation as to the quality and quantity of delivered Goods and their compliance with the order.

6. WITHDRAWAL OF THE ORDER

1. CB is entitled to withdraw from the order, without any consequences, to the extent the Goods have not yet been delivered, in case of delay in delivery of the Goods exceeding 7 calendar days, as well as in case of finding significant defects in the Goods delivered so far.

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7. WARRANTY

1. The Supplier guarantees that the Goods delivered are free from any physical and legal defects and correspond to the specifications provided by CB together with or in connection with the order, or samples provided by the Supplier, on the basis of which CB placed the order, are made to the highest quality standards in compliance with legal requirements and technical knowledge.
2. If defects in the Goods are discovered at the time of delivery, CB shall be entitled to refuse to accept the Goods and to withdraw from the order.
3. Delivery shall provide 24 months warranty for the Goods delivered, counting from the date of delivery.
4. If defects in the Goods are discovered during the warranty period, CB shall be entitled at its option to:
 - a. returns the defective Merchandise at the expense and risk of the Supplier, in which case the Supplier, within 7 calendar days of submission of CB's statement of return, shall be obliged to collect the defective Merchandise from CB and refund the entire sales price obtained for the defective Merchandise. In the event of failure to collect defective Goods within the prescribed period, CB shall be entitled, at its own discretion.
 - b. and at the expense and risk of the Supplier, to return the Merchandise to the Supplier or store it or destroy it or resell it.
 - c. to reduce the price of the defective Merchandise, in which case the Supplier shall be obliged to refund the sales price received in excess of the actual value of the defective Merchandise,
 - d. claim for replacement of defective Merchandise, in which case the Supplier shall be obliged, at its own cost and risk, to collect from CB defective Merchandise and deliver Merchandise free from defects within 7 calendar days from submission of CB's statement on replacement of defective Merchandise.
5. In case of using defective Merchandise in the production process carried out by CB or CB's customers to whom the defective Merchandise was sold, or CB's product manufactured with the use of defective Merchandise, the Supplier undertakes to repair the damage caused, as well as to refund the sales price obtained for such defective Merchandise. The damage caused in connection with the use of defective Goods includes, in particular:
 - a. the value of other raw materials lost during production using the defective Goods.
 - b. cost of disposal of defective product manufactured with defective Goods and other waste generated in the production process.

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- c. costs of manufacturing the product using the defective product, including labor costs of employees, the cost of electricity or other fuels used in the production process, the cost of fluids and consumables used during such production, etc.
 - d. costs connected with restoring the proper production process with the use of defective material, including the costs of stopping the machines and equipment and their restarting, costs of cleaning the machines and equipment, changes in the removal of defective products, Goods and other raw materials from the machine, removal of possible damage to machines and equipment created in connection with the use of defective Goods, costs of replacing elements of machines and equipment created in connection with the use of defective Goods.
 - e. lost profits, including the commercial value of non-defective products that could have been produced by CB during production with the defective Merchandise and during restoration of the correct production process, less the costs of such production saved.
6. CB reserves the right to demand production and delivery by the Supplier, without additional remuneration, within the price specified in the order, of a sample of the Goods produced by the Supplier within the same production cycle and with the same specification as the ordered batch of the Goods (hereinafter referred to as the "Discrepancy Sample"). For larger orders delivered in batches, the Supplier reserves the right to request a Discrepancy Sample for each batch of Goods. The Confirmatory Sample shall be properly packaged and protected by the Supplier in order to preserve the properties of the Merchandise and to limit the possibility of uncontrolled interference with such sample by the parties or third parties. In the event of a dispute between the parties as to the defects in the Goods or the causes thereof, CB shall be entitled to submit the sample for testing to an independent laboratory to determine Supplier's liability for the defect in the Goods. If the Supplier's responsibility for the defect in the Goods is determined, the Supplier shall reimburse CB for the full cost of testing the Discrepancy Sample.
7. Warranty provisions do not limit CB's rights under general regulations, including those concerning warranty and Supplier's liability.

8. CONTRACTUAL PENALTIES

1. In case of delay in performance of the order or Supplier's obligations under warranty or guarantee, including replacement of defective Goods or their collection from CB, CB is entitled to charge a contractual penalty of 0.1% of the gross value of the order for each day of delay.
2. In case of withdrawal from the order due to the fault of the Supplier, CB shall be entitled to charge a contractual penalty in the amount of 10 % of the gross value of the order.

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3. CB reserves the right to claim damages on general terms in excess of the contractual penalty charged.

9. FORCE MAJEURE

1. Neither party shall be liable for any delay in the performance of the order caused by force majeure. However, the delayed party shall make every effort to reduce the duration of the delay.
2. In the event of force majeure, Supplier shall immediately notify CB of its occurrence specifying the expected duration of the delay.
3. CB reserves the right to withdraw from an order in the event that performance becomes impossible or would be irrelevant to CB due to an actual or expected delay or force majeure.

10. CONFIDENTIALITY

1. The Parties agree to keep confidential all information and documents received from the other Party in connection with the performance of the orders. All such documents and information shall be deemed a business secret within the meaning of the provision of Article 11 of the Act on Combating Unfair Competition of 16 April 1993 (Journal of Laws No. 47, item 211, as amended).
2. The Parties consider in particular the quantity and type of ordered Goods, their technical specification and commercial conditions of the orders as confidential information.
3. The provisions of this section do not limit the Supplier's rights with respect to information that is publicly available at the time of disclosure or has been obtained by the Supplier from another entity.

11. INSURANCE

1. The Supplier is obliged to have civil liability insurance within the scope of its business activity, covering liability for defects of the Goods sold for the insurance sum not less than PLN 1,000,000.00.
2. At each request of the CB, the Supplier shall be obliged to present a copy of a currently held insurance policy referred to above. In case of failure to present a copy of the policy, CB is entitled to withdraw from all orders not fulfilled as of the withdrawal date, without any consequences on its side.

12. FINAL PROVISIONS

1. Polish substantive and procedural law shall apply to the order.

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2. All disputes arising in connection with the order shall be settled by the Court having jurisdiction over the registered office of CB.
3. In case of using the order or GTCs in Polish and English or other language, the Polish language version shall prevail in case of any discrepancies.

13. PERSONAL DATA

1. As part of and for the purpose of performing the sales contract, the Supplier makes CB's personal data available for processing and, insofar as this is necessary, the personal data of its employees or other persons responsible for performing the sales contract. CB's processing of the Supplier's personal data is necessary for the performance of the contract.
2. The parties unanimously declare that, for the purpose of proper performance of the contract, the Supplier shall process personal data of CB's employees who were appointed to perform the contract within the scope of employment or cooperation relationship.
3. The Supplier declares that it undertakes to process personal data made available to it in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of personal data in connection with the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU L 2016.119.1) (abbreviated as: GDPR) and with other provisions of commonly applicable law that protect the rights of data subjects.
4. The Supplier is obliged to apply security measures meeting the requirements of the GDPR and undertakes, when processing personal data entrusted to it, to secure them by applying appropriate technical and organizational measures ensuring an adequate level of security corresponding to the risks related to the processing of personal data, as referred to in Article 32 of the Regulation.
5. The Supplier, together with the conclusion of the sales contract, received all necessary information regarding the processing of his personal data as well as his rights and any other information required to be provided to the natural person to whom the provisions on the protection of personal data contained in Article 13(1) and (2) and 14 of GDPR apply. The information obligation can be found in the paragraph below.

14. INFORMATION OBLIGATION

When entering into a business relationship with one of the CB Group companies, in accordance with Articles 13(1)-(2) and 14 of the CB GDPR, we inform you that:

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1. The co-administrators of the personal data contained in the contract are the companies of the CB Capital Group: CB Inc, CB Service Ltd, CB Production Ltd, each having its registered office at Ozimska 2a, 46-053 Chrzęstowice.
2. The Joint Administrators have established a common point of contact for matters relating to personal data protection:
CB Group - Data Protection Inspector
2a Ozimska St., 46-053 Chrzęstowice,
e-mail address: iod@cb.com.pl
3. The CB Group companies, as part of the Co-Administrator Agreement, have entered into joint arrangements in which they have established the scopes of their responsibilities regarding the fulfilment of their obligations under the GDPR. The detailed content of the agreements is available at the offices of the Joint Administrators.
4. To ensure constant supervision over the correctness of personal data processing, the Joint Administrators appointed a Data Protection Officer. This is a person who can be contacted in all matters concerning the processing of personal data and the exercise of rights in relation to their processing electronically in the form of e-mail: iod@cb.com.pl.
5. Personal data will be processed for the purpose and for the needs necessary for the execution and settlement of the sales contract, as well as for the purpose of contact. Data will be processed in accordance with applicable laws, including the provisions of the Personal Data Protection Act and the GDPR
6. The legal basis for the processing of your personal data is Article 6(1)(b) of the GDPR, which allows you to process personal data if they are necessary for the performance of the contract or to take steps to conclude a contract. For billing purposes, the legal basis for processing is Article 6(1)(c) of the GDPR, which allows processing personal data if such processing is necessary for the Joint Administrators of Personal Data to comply with their obligations under the law. The legal basis for the processing of personal data of employees and associates of the Supplier designated for the performance of the contract is Article 6(1)(f) of GDPR, i.e., the legitimate interest of the Joint Data Controllers. The legitimate interest of the Joint Administrators is to ensure the performance of the contract, including in particular communication in relation to the cooperation undertaken with the Supplier.
7. Personal data will be stored for the period necessary for the execution of the contract and after its termination, to fulfill the legal obligation of the Joint Administrators, until the statute of limitations for claims arising from the sales contract.
8. Personal data may be made available to entities authorized by law, as well as recipients of personal data may be entities providing services in the field of delivery of mail and parcels, IT, finance, law.

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9. Providing personal data by the Supplier is voluntary, however refusal to provide such data may result in refusal to conclude a contract. The personal data of the Supplier's employees and collaborators designated for the performance of the agreement have been made available by the Supplier. The provided data will be processed within a limited scope, including contact details, i.e., name and surname, phone number and/or e-mail address, professional position.
10. The Joint Administrators inform that personal data will not be transferred to third countries.
11. Your personal data are not subject to automated decision-making, including profiling as referred to in Article 22(1) and (4) of the GDPR.
12. In relation to the processing of your data by us, you have the following rights: the right to access your personal data and to request their rectification, erasure or restriction of processing, or the right to object to processing, as well as the right to data portability - on the principles set out in Articles 16 - 21 of the GDPR.
13. If you believe that your data is processed in violation of the law, you have the right to lodge a complaint to the supervisory authority, i.e., to the President of the Office for Personal Data Protection.

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