

General Terms of Delivery

goods to ENIKA Sp. z o.o. with its head office in Lodz at ul. Morgowa 11, 92-223 Lodz, hereinafter referred to as ENIKA.

1. Initial provision

These general terms and conditions of sale shall bind the Sellers to the full extent, unless the parties explicitly exclude the use of some of their provisions in writing.

2. Definitions and terminology

GTD – means these General Terms and Conditions for the Supply of Goods to ENIKA based in Lodz at ul. Morgowa 11

Parties - mean ENIKA and the Seller together.

Seller - means the seller, supplier or subcontractor.

Goods - means a movable item being the object of sale or delivery under the Agreement.

Contract - means all contracts of sale, delivery or subcontracting of goods and / or services concluded by ENIKA as the Ordering Party, regardless of the form or mode of conclusion of the Contract.

In the case of unnamed contracts containing an element of sale or delivery, GTD applies to that part of the rights and obligations of ENIKA and the Seller, which corresponds to the rights and obligations of the parties to the sale or delivery agreement.

Order - means an offer or other proposal to conclude an Contract submitted by ENIKA to the Supplier in any form.

Price - means the sale or delivery price specified in the Contract.

Permanent economic relations - means either the continuation of another order of one of the Parties or the repeatability of the Parties' commercial contacts consisting in at least twice executing by one party the Order of the other party within the 12 calendar months preceding the submission of the Order.

Qualitative defect - means incompatibility of any goods and / or services with the order and with the state resulting from the assurances specified in point 3.18 of GTD.

3. Conditions for the implementation of contracts and / or orders

3.1. The Seller is obliged to deliver to ENIKA products and / or services compliant with the requirements and terms specified in the ENIKA orders, and in the case of deliveries of products spread over time in accordance with the delivery schedules notified by ENIKA.

3.2. In the case of an Order placed by the Seller, which remains with ENIKA in regular business relations, the Seller's non-response to the Order within 5 working days means the acceptance of the Order on the terms specified therein.

3.3. A Seller who does not remain with ENIKA in permanent business relations is obliged to confirm the acceptance of the Order in writing (Confirmation of the Order) within 7 working days, unless otherwise agreed between the Parties. After the expiry of the above-mentioned deadline, the Order is binding on the conditions specified therein.

3.4. In the event that the confirmation of the Order in any scope will be inconsistent with the terms of the Order, ENIKA has the right, within 5 working days from the date of receipt of the Order confirmation, declare whether it accepts the performance of the Order on terms changed by the Seller. The ENIKA statement may be sent to the Seller by fax or by other means of communication at a distance.

3.5. The Seller guarantee that he has suitably qualified and authorized personnel who are able to provide the required quality and compliance with specific ENIKA requirements.

3.6. In the event of a discrepancy between the Order submitted by ENIKA and the Seller's invoice, the details of the Order shall be considered agreed.

- 3.7. Unless otherwise agreed by the Parties, the value of the Order includes the value of the ordered Goods together with the required documents confirming the quality and its packaging and delivery to ENIKA.
- 3.8. The Seller, together with the delivery of the Goods, is obliged to provide a transport document (a consignment note appropriate to the type of transport along with the specification of the shipment).
- 3.9. The order is made upon delivery to ENIKA of the ordered Goods in accordance with the Order along with all documents required by the Purchaser confirming the quality of the delivered goods.
- 3.10. The Seller is obliged to implement all necessary, applicable, changes in specifications, drawings, requirements concerning the process he is carrying out, resulting in a product delivered to ENIKA, including all necessary information about special processes applicable in the manufacturing process of these products.
- 3.11. If it is necessary for the correct implementation of the order and delivery of a product compliant with the requirements, the Seller is obliged to apply all necessary test instructions, relevant information from the project quality plan in which he participates and other relevant technical data received from ENIKA.
- 3.12. If the ENIKA Order specifies the ordered component as critical from the point of view of the safety of the final product ENIKA, the Seller is obliged to ensure the manufacturing conditions and / or quality documents guaranteeing the use of the component.
- 3.13. In addition, the Seller delivering goods and services realized as part of an external transfer is obliged to comply with delivery schedules communicated electronically (by mail or fax) by ENIKA.
- 3.14. On a transport document and other documents related to the execution of the Order, such as: letters, invoices, quality certificates and declarations of conformity, the Seller is obliged to place the ENIKA Order number.
- 3.15. Seller informs ENIKA in case of non-compliant product and agrees rules for the delivery of such products.
- 3.16. Deliveries of the Goods are accepted in the branch Złotniki 2A, during the opening hours of the warehouse, 7.00AM-2.30PM, unless other place and times of delivery are indicated.
- 3.17. ENIKA allows the possibility of accepting delivery outside the warehouse opening hours, provided that it is previously agreed between ENIKA and the Seller.
- 3.18. Quantity and quality control of the delivered Goods and its condition after transport takes place immediately after its delivery to the ENIKA warehouse, by comparing the compliance of the delivery with transport documents, documents confirming the quality and Order and by visual inspection of the external condition of the Goods.
- 3.19. If the quantity of the Goods does not comply with the transport documents and the Order or if the delivered Goods will be damaged, ENIKA will mark the above nonconformance in the transport documents. If the delivery is not compatible in terms of quantity or quality with the terms of the Order, ENIKA will inform the Seller about this fact by fax or by other means of communication at a distance.
- 3.20. The Seller is obliged to deliver, at his own expense, the missing parts of delivery or replace the defective product with a new one free from defects within 5 business days from the date of reporting non-compliance by ENIKA.
- 3.21. Seller provides guarantee and 12-month warranty on the Good or longer, if the goods are covered by a longer manufacturer's warranty or if the Order specifies otherwise.
- 3.22. The Seller warrants that the technical and quality parameters of the Goods comply with the ENIKA requirements specified in the Order and that during the warranty period or during the

guarantee period, the Goods will be free from defects that would prevent its proper and trouble-free operation.

- 3.23. The Seller undertakes to notify ENIKA about planned and / or made changes to the delivered product / process - if it is a product offered in series.
- 3.24. The Seller bears civil law liability under the applicable law for the effects and consequences of defects of the Goods, disclosed or created during the warranty period or guarantee.
- 3.25. In the event of a defect in the Goods during the warranty period or guarantee, ENIKA will inform the Seller about this fact in any form of communication at a distance. The Seller is obliged to remove the defect of the Goods within 14 business days from the date of receipt of notification from ENIKA about its occurrence. During the guarantee or warranty period the Seller may not accept the submitted claim of ENIKA in the event that it proves that the defect of the Product was caused by ENIKA's fault due to improper assembly or operation of the Goods, which is inconsistent with the installation and operating instructions provided by the Seller. If, within the warranty period, the delivered Product is tripled by a defect, the cause of which lies with the Seller, the Seller is obliged to replace the defective Goods free of defects at their own expense. The Seller's warranty obligations will be fulfilled at ENIKA's registered office. The Seller is obliged to prepare a report regarding the defect of the Product, indicating the reason for its occurrence and the method of removal at the latest within 2 weeks from the receipt of the Information and its discovery.
- 3.26. The warranty is extended by the time from reporting the defect of the good to its removal.
- 3.27. If the defective Goods are replaced with a new one, the warranty period is counted from the beginning.
- 3.28. If the Seller does not remove the defect reported within the warranty period or guarantee within the time limit, ENIKA has the right to remove the defect itself or to have it removed to a third party at the expense of the Seller, without losing the rights resulting from the warranty or guarantee.
- 3.29. In the event of a delay in the completion of the Order or in the removal of defects in the Goods, ENIKA may charge the Seller with a penalty of 1% of the order value for each day of delay, but no more than 30% of the delayed delivery. Enika can assign penalties for untimely delivery, imposed by the target recipient, on the Seller. The total amount of penalties can not exceed 50% of the value of delayed delivery. In the event of a delay in delivery of the Goods of more than 30 days, the Ordering Party shall have the right to withdraw from the Order in the part of delivery not carried out.
4. Final provisions
 - 4.1. In the event of ENIKA's delay in payment of the invoice, the Seller is entitled to claim statutory interest from ENIKA.
 - 4.2. ENIKA is entitled to control the process of execution of its Orders at the Seller's premises and reserves the right to access objects used to execute the order and all documented information (documents and records) related to its implementation. The right of access also applies to ENIKA's clients and external controlling bodies.
 - 4.3. Sharing the information related to the Order by the Seller to third parties requires the written consent of ENIKA.
 - 4.4. The transfer of the rights and obligations of the Seller resulting from this Order requires the written consent of ENIKA. The seller undertakes to provide ENIKA's requirements to its suppliers.

- 4.5. These terms and conditions do not require written confirmation by the parties and are binding from the date of transfer or making available to the Seller.
- 4.6. All disputes related to the Order will be settled by the General Court competent for ENIKA's registered office.