

GENERAL TERMS AND CONDITIONS OF PURCHASE

applicable in Ikano Industry Sp. z o.o.

for third-party providers

§ 1.

DEFINITIONS

Whenever the following terms are used in the content of this document, in particular when a given term is capitalized, the following should be assigned to this term:

1. **GTC** – these General Terms and Conditions of Purchase applicable in Ikano Industry Sp. z o.o. for Suppliers, which apply to each Supplier, unless individually agreed otherwise, made available on the Ordering Party's website:

<https://ikanoindustry.pl/>

2. **Website** – the following website of Ikano Industry Sp. z o.o., where these GTC are made available.
3. **Ordering Party** – Ikano Industry Sp. z o.o. with its registered office in Rogoźno, 4 Magazynowa Street, 64-610 Rogoźno, entered into the register of entrepreneurs of the National Court Register kept by the District Court Poznań – Nowe Miasto and Wilda in Poznań, IX Commercial Division of the National Court Register under the number 0000131643, share capital: PLN 36,885,707.50, NIP 766-000-56-97, REGON: 570062005, BDO 000020081, being a large enterprise within the meaning of the provisions of the Act of 08 March 2013 – *on counteracting excessive delays in commercial transactions* [i.e. Journal of Laws of 2023, item 1790, as amended].
4. **Supplier** – an external entity – a contractor who is not a consumer, regardless of its legal form, to whom the Ordering Party directs the Order defined below.
5. **Order** – a declaration of intent expressed in writing or electronically, including by e-mail, which the Ordering Party has submitted to the Supplier, expressing the will to purchase goods or services from the Supplier, which in particular specifies or may specify: the name of the goods, the agreed price, payment terms, payment currency, unit of measurement, terms of delivery or place of delivery, as well as the quantity of goods and, if applicable, payment terms.
6. **IKON** – a system for confirming orders and delivered raw materials by the seller.
7. **Agreement** – a legal act creating a legal relationship between the Ordering Party and the Supplier, which is subject to, m.in other things, the terms and conditions resulting from this GTC, and to the extent not regulated by these GTC, is subject to the relevant provisions of Polish law.
8. **Subject of Delivery** – refers to the goods purchased by the Ordering Party from the Supplier, including goods with assembly or installation.

§ 2.

BINDING FORCE

GENERAL TERMS AND CONDITIONS OF ORDER AND EXCLUSIONS

1. These General Terms and Conditions of the Order and amendments to these GTC are posted on the Ordering Party's website.
2. The Ordering Party informs the Supplier via e-mail or through the IKON system about the GTC applicable to the Ordering Party – at the latest at the time of placing the Order. The notification is also effective if a reference is provided to the address of the Contracting Authority's website on which the current content of the GTC is published.
3. The General Terms and Conditions of the Order shall constitute an integral part of each agreement between the parties which has been concluded as a result of the placed Order, unless in a given case the parties to the agreement agree otherwise, while maintaining the written form under pain of nullity.
4. The General Terms and Conditions of the Order shall apply in their entirety, unless in a given case the parties have decided to exclude some part of the GTC or to make modifications subject to the written form under pain of nullity.
5. It is excluded to use any regulations, general terms and conditions or templates – on the part of the Provider, unless the parties agree otherwise in writing under pain of nullity.

§ 3.

FULFILLMENT

1. The Supplier confirms the acceptance of the Order within 3 working days at the latest in accordance with the local calendar from the date of placing the Order by Ikano Industry. Confirmation of the Order may be made by e-mail or by acceptance in the ICON system.
- 4.2. Failure to confirm the acceptance of the Order by the Supplier within the time limit indicated in paragraph 1 above means the conclusion of the Agreement, and thus is tantamount to the acceptance of the Order for execution and constitutes consent to all the conditions set out in the Order ~~—~~.
- 2.3. It is presumed that the person confirming the Orders on behalf of the Supplier is authorized to act on its behalf.
- 3.4. Confirmation of acceptance of the Order by the Supplier is tantamount to the Supplier's acceptance of these GTC.
- 4.5. The deadline for the execution of the order is specified each time in the Order and should be accepted in the ICON system, in the event of lack of access to this system, the Supplier should confirm by e-mail to the Ordering Party's e-mail address
6. A change in the terms and conditions of the Order that has been accepted for execution each time requires the consent of both parties.

§ 4.

DELIVERY AND CIRCULATION OF DOCUMENTS

1. Deliveries of the Goods are accepted at the appropriate branch of the Ordering Party, in accordance with the Order, during the opening hours of the warehouse, each time after agreeing at least 24 hours in advance a specific time of notification for unloading the goods.
2. If the car does not arrive at the previously agreed time +max 15 minutes, the delivery will be unloaded only at the first possible available time.
3. Seals securing the goods are checked by the Ordering Party's warehousemen.
4. If the goods/delivery require a certificate or confirmation of examinations/tests, they should be delivered by e-mail at the latest on the day of delivery, at the same time the Supplier, accepting the Order, is responsible for the quality of the shipped goods, taking into account all the requirements presented by the Ordering Party.
5. Pallet requirements: deliveries must comply with predetermined dimensions (format, height, weight, material, circulation).
6. The packaging should be adapted to the specific quality of the goods and to the type of transport used for the delivery. The Supplier will be responsible for all damage to the goods caused by improper or inadequate packaging or inadequate protection of the goods, and the Ordering Party will pursue claims on the basis of an entry in the bill of lading (the so-called CMR). According to the CMR convention, if the damage is not visible at the time of receipt, the recipient has the right to raise objections in writing within 7 days from the date of delivery. -
7. The goods will be delivered in the original manufacturer's packaging, which then become the property of the Ordering Party. The above does not apply to returnable packaging.
8. The Supplier is informed about the technical possibilities of unloading at the Ordering Party, in the event of failure to comply with the instructions, the Seller will take into account delays in unloading.
9. If the transport is organized by the Supplier, the Ordering Party has the right not to unload the delivery if the means of transport is loaded contrary to the received instructions, the delivery does not meet the quality requirements (e.g. broken or damaged seal – vide: paragraph 3 above), or is loaded contrary to the health and safety of the warehouse – applies to transport organized by the Seller.
10. Deliveries of goods will be carried out in accordance with the rules of "ICC Incoterms 2020" (as amended), in accordance with applicable regulations, compliance with GDP rules and, where necessary, with temperature monitoring.
11. The supplier is obliged to attach the required documents for clearance to each shipment that will be subject to customs clearance. If the clearance is on the part of the Supplier, he is obliged to provide a confirmation of the completion of the clearance before unloading.
12. Failure to provide the required delivery documents or their improper completion, resulting in a delay in the unloading date or additional costs, including storage, will result in charging the Supplier with the amounts of damages and costs resulting from this.
13. The Supplier is required to list the weights of packaging delivered to the Ordering Party in a given period, each time called by the Ordering Party and updating the data with each change.
14. Timely delivery is considered to be delivery delivered in accordance with the adopted Incoterms +/-2 days.

15. Invoices are sent to the following e-mail address: faktury@ikanoindustry.pl
16. For system procurement, the Order Number and the index number and name indicated by Ikano Industry should be placed on invoices, correspondence, shipping documents and/or packaging.

§ 5.

COMPLAINTS

1. If the quantity of goods delivered to the Ordering Party does not correspond to the content of the Order (quantity defect) – the Ordering Party within 14 days from the receipt of the delivery:
 - a. informs the Supplier of this fact and
 - b. calls for the preparation and delivery of a correction of the VAT invoice.
2. If the payment has not been made earlier – the Ordering Party may make the payment dependent on the receipt of a corrected VAT invoice.
3. If the Subject of the Contract does not correspond qualitatively to what results from the content of the Order or arrangements between the parties (quality defect) – the Ordering Party informs the Supplier about the defect within 14 days from the receipt of the delivery (hereinafter referred to as the "Complaint Submission").
4. Complaints are submitted only electronically or to the Supplier's e-mail address to which the Orders were sent or in another agreed manner.
5. A quality defect is also a situation when there is a lack of necessary documents, in particular attestations or certificates currently required by Polish law or EU law, or these documents contain significant barges that significantly hinder or prevent the use of the goods in accordance with their intended purpose by the Ordering Party.
6. Obligations of the Supplier after receiving the Complaint Submission:
 - ~~a.~~ From the date of notification by the Ikano quality department, the Supplier within 7 days from the receipt of the Complaint Submission – makes a decision on the collection of the defective goods, or possibly on the disposal of the goods covered by the Complaint Notification by the Ordering Party at the supplier's expense.
 - ~~b-a.~~
 - b. Collection / disposal of the complained goods – takes place no later than within 14 days from the date of receipt of the Complaint Notification by the Supplier.
- ~~6-7.~~ The complaint is settled by issuing a correction invoice. The correcting invoice should be delivered to the Ordering Party within a period not longer than 14 days counting the date of receipt of the Complaint Notification by the Supplier.
- ~~7-8.~~ Settlement of funds from the correction invoice will take place after individual arrangement of the terms of return with the Supplier, however, in the absence of such an arrangement – the deadline for the refund of the price is up to 45 days from the expiry of the deadline indicated in paragraph 7 above. If the Ordering Party makes payments for other deliveries earlier – compensation is possible. –
- ~~8-9.~~ The supplier is aware that he may be obliged to incur costs related to the complaint, i.e. storage costs, above the agreed storage date, verification of raw materials during assembly, disposal costs, etc.

9.10. If the payment deadline for delivery or other deliveries has not yet expired for the Ordering Party – then the Ordering Party will be entitled to withhold the payment in the appropriate part until the expiry of the deadlines indicated above.

§ 6.

RIGHT OF WITHDRAWAL

1. In the event of delay with delivery for a period of time exceeding 10 working days from the agreed date of delivery or delivery of goods that is inconsistent with the Order, as well as in the event of incompleteness of the delivery – the Ordering Party, regardless of the rights listed above, is also entitled to:
 - a. withdraw from the agreement in whole or in part, and the Supplier waives the right to pursue any claims for the costs incurred in connection with the execution of the Order;
 - b. to purchase the same goods as originally ordered from another supplier.
2. The Ordering Party is also entitled to withdraw from a given delivery if the Supplier does not react to the reported qualitative or quantitative defects despite the lapse of the deadlines.

§ 7.

ASSESSMENT

1. The Supplier acknowledges that the Ordering Party evaluates the cooperation with each Supplier and agrees to it by entering into cooperation with the Ordering Party.

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§ 8.

OFF-SYSTEM / TEST ORDERS

1. For new and changes to current Lead Buyer projects, Ikano Industry orders raw materials for testing. Raw materials are usually described in the course of e-mail correspondence, without an index. After the order, the supplier returns with the delivery date and the Lead Buyer informs the warehouse internally about the delivery of raw material for testing. The invoice for authorization should be delivered by e-mail to the faktury@ikanoindustry.pl inbox and to the Lead Buyer's e-mail

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§ 9.

FINAL PROVISIONS

1. The agreement concluded on the basis of these GTC is subject to Polish law, with the exception of the Convention on the International Sale of Goods.
2. Any disputes will be resolved by the parties through negotiation in the first place. Disputes that could not be resolved in this way will be heard by Polish courts, whose jurisdiction is determined due to the seat of the Contracting Authority.
3. In the event that a part of this GTC turns out to be invalid or ineffective as contrary to the applicable law – this does not mean that the entire agreement is invalid. In such a case, the provisions of law of the most similar meaning will apply in its place, or the parties, acting with good intentions, agree on the content of the replaced provisions.
4. The Contracting Authority reserves the right to make changes to the content of the GTC. After the changes, the GTC will be published on the Ordering Party's website. If the Supplier does not raise objections or objections to the introduced changes within 7 days from the date of publication, it is assumed that each subsequent delivery made by the Supplier or the Order received after this date is subject to the new regulation.
5. These GTC enter into force on the date of posting on the Ordering Party's website.

Failure to meet the GTC criteria will affect the evaluation of suppliers and further cooperation with Ikano Industry