

**GENERAL CONDITIONS FOR THE PURCHASE OF INSTRUMENTATION
SHL PRODUCTION Sp. z o.o.****1 General provisions**

1.1 Commercial relations resulting from the execution of the order are regulated by the following General Conditions for the Purchase of Instrumentation in SHL PRODUCTION Sp. z o.o. (OWZ_O), and the clauses included in the order and communicated to the Supplier.

2 Conditions of execution and delivery of assembly and welding instrumentation

2.1 On issuing the "Request for Quotation", SHL Production's Purchasing Department and/or Technology Department shall provide the instrumentation Supplier with the "Conditions of execution and delivery of assembly and welding instrumentation", which specify the pricing specification and technical requirements, quality requirements, capacity requirements during the production phase, as well as the durability of the instrumentation, and the schedule for execution (delivery) of the instrumentation.

2.2 An order shall be considered accepted for execution when SHL Production receives an order approval signed by the Supplier. Suppliers are obliged to return signed orders.

2.3 If the Supplier fails to send SHL Production the signed above-mentioned documents and proceeds with the execution of the order, the fact of proceeding with the execution of the order shall be considered as the Supplier's acceptance of the terms and conditions of the order, the specific additional clauses of the order and the conditions contained in these OWZ_O.

2.4 The Supplier undertakes not to distribute commercial or other information regarding the performance of the order.

2.5 The term instrumentation used in these OWZ_O refers to the delivery items included in the order intended for SHL Production.

3 Changes to deliveries

3.1 If SHL Production so requires, the Supplier undertakes to change the characteristics of the ordered instrumentation or to terminate the delivery.

4 Reliability, quality, and control

4.1 In case the construction, or technical documentation of the instrumentation is provided by SHL Production, the Supplier shall perform inspections and tests to ensure the compliance of the instrumentation with SHL Production's documentation and/or the specifications contained in the order.

4.2 In case the instrumentation Supplier develops the construction documentation (drawings) of the ordered instrumentation in accordance with the order, it shall guarantee the manufacturing of the product in accordance with the drawings and construction instructions of the final Customer.

4.3 The Supplier shall use and maintain such manufacturing and inspection equipment as well as procedures to ensure that the instrumentation to be supplied is of adequate quality and complies with the requirements of SHL Production (standards, specifications).

4.4 With reference to the responsibilities and obligations resulting from the acceptance of the order for execution, the Supplier shall allow representatives of SHL Production to inspect and control production methods as well as inspect, test, and audit its machinery, processes, and systems.

4.5 The Supplier shall enclose appropriate quality certificates (e.g., attestation) to the instrumentation delivered to SHL Production confirming that the products delivered to SHL Production comply with the order. In case of lack of the above-mentioned certificates SHL Production will be entitled to reject the instrumentation.

4.6 The Supplier shall notify SHL Production of any technical or technological modifications that may deteriorate the characteristics of the instrumentation and those that may affect its quality.

5 Delivery

5.1 Packaging, identification, dispatch, and transport of the ordered instrumentation shall be performed in accordance with the requirements of SHL Production.

5.2 Within the agreed delivery dates and programmes, the delivery dates and programmes are mandatory and do not allow for delivery delays.

5.3 In case of delays in deliveries not caused by force majeure, SHL Production has the following options:

- a) charge the Supplier for the value of the damage incurred due to the delay.
- b) charge the Supplier with the costs for delayed order completion caused by the Supplier, with a contractual penalty of 0.55% of the net order value for each day of delay,
- c) order the instrumentation from another supplier at any time, in part or in whole, at the expense and risk of the Supplier, with the sole obligation to notify the Supplier accordingly.

In the above-mentioned cases SHL Production is authorized to claim compensation for all losses actually sustained.

6 Reception of goods and guarantee

6.1 The delivery of the instrumentation and the payment for it shall in no case be considered as acceptance of the instrumentation. Acceptance and approval shall be carried out by the responsible departments of SHL Production

6.2 The Supplier guarantees that the delivered instrumentation is free from defects, faults and non-compliance with the order and additional conditions and all legal requirements including: European Union Directives, regulations on liability for the instrumentation made applicable in Poland and in the Client's country.

6.3 In case defects, faults and non-compliances in the delivered instrumentation are identified, SHL Production shall be entitled to the following options:

- a) require the Supplier to replace defective instrumentation components or the entire instrumentation at the Supplier's expense.
- b) repair at the Supplier's expense and risk the defective instrumentation components or the entire instrumentation.

In addition, SHL Production shall be entitled to claim compensation in case of damage sustained as a result of non-compliance of the instrumentation.

6.4 For the entire order, the Supplier shall provide a 12-month guarantee from the date of approval.

6.5 During the guarantee period the Supplier is obliged to immediately repair the defect, replace the defective part, etc. at his own expense.

6.6 For replaced /repaired parts the guarantee shall be extended for 12 months from the moment of defect correction.

7 Invoicing, evidence of delivery and payment

7.1 Invoices shall include: order number; Regon, NIP, Supplier's ID number; drawing number or material code, number of pieces in delivery, unit of measure, unit price and due date as per order - lack of the above may delay payment.

7.2 Delivered instrumentation must always be accompanied by a delivery note complying with applicable tax regulations.

7.3 In case defects and non-conformities in the instrumentation are found, SHL Production is entitled to exclude from the total amount of payments due to the Supplier on a given date, the payment of an amount equal to the value of the defective items until the Supplier delivers new or replaced or repaired items.

8 Management System

The Supplier undertakes to observe health, safety and environmental rules and procedures on SHL Production site.

9 Final provisions

9.1 In matters not regulated by the order, the provisions of civil law shall apply.

We have acknowledged the content of the above General Conditions for the Purchase of Instrumentation in SHL Production, and we declare that we agree with their clauses as well as with the terms and conditions contained in the order.