

GENERAL TERMS AND CONDITIONS OF PURCHASE OF TOOLINGS SHL PRODUCTION SP. Z O.O.

1. General provisions

Commercial relations resulting from the execution of the order shall be further regulated by the following General Terms and Conditions of Purchase of Tooling SHL PRODUCTION Ltd. (GTC), and the clauses contained in the order and communicated to the Supplier.

"General Terms and Conditions of Purchase of Tooling (GTC) are available at www.shlproduction.com.

2. Terms of execution and delivery of assembly and welding tooling.

2.1. At the time of issuance of the "Request for Proposal", the SHL Production Purchasing Department and/or the Technology Department shall provide the Tooling Supplier with the "Conditions for Execution and Delivery of Assembly and Welding Tooling", which shall specify the pricing specifications and technical requirements, quality requirements, capacity requirements during the production period, as well as the service life of the tooling, and the schedule for execution (delivery) of the tooling.

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

2.3. If the Supplier does not send to SHL Production the signed above-mentioned documents, but 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 terms and conditions contained in these GTC_O.

2.4. The Supplier agrees not to disseminate commercial or other information in connection with the performance of the order.

2.5. The term tooling as used in these GTC_O shall refer to the delivery items included in the order intended for SHL Production.

3. Changes in deliveries

3.1. If SHL Production requests it, the Supplier undertakes to change the characteristics of the ordered tooling or to terminate the delivery.

4. Reliability, quality and control

4.1. In the event that the construction, technical documentation of the tooling is made available by SHL Production, the Supplier agrees to perform inspections and tests to determine the compliance of the tooling with SHL Production's documentation and/or the specifications contained in the order.

4.2. In the event that the Tooling Supplier develops the construction documentation (drawings) of the ordered tooling in accordance with the order, it must guarantee the manufacture of the product in accordance with the drawings and construction notes of the end customer.

4.3. The Supplier agrees to use and maintain such manufacturing, inspection equipment and procedures as will ensure that the tooling being supplied is of adequate quality and meets the requirements of SHL Production (standards, specifications).

4.4. With respect to the responsibilities and obligations arising from the acceptance of the order for execution, the Supplier agrees to allow representatives of SHL Production to inspect and control production methods as well as inspection and testing and audits (of machinery, processes and systems).

4.5. The Supplier shall attach appropriate quality certificates (e.g. certificate) to the tooling delivered to SHL Production stating that the products delivered to SHL Production comply with the order. In the absence of the aforementioned certificates, SHL Production will have the right to reject acceptance of the tooling.

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

5. Delivery

5.1. Packaging, identification, shipment and transportation of the ordered instrumentation shall be carried out in accordance with the requirements of SHL Production.

5.2. Within the framework of the established delivery dates and programs, delivery dates and programs shall be binding and shall not allow delays in delivery.

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

a) charge the Supplier for the value of the damage incurred due to the delay;

b) charge the Supplier for untimely execution of the order resulting from the Supplier's fault, with a contractual penalty of 0.55% of the net order value for each day of delay

c) order the tooling to 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 thereof;

In the cases indicated above, SHL Production shall have the right to claim compensation for all losses actually incurred.

6. Acceptance of goods and warranty

6.1. Delivery of tooling and payment for it shall in no way be considered acceptance of tooling. Acceptance and approval shall be made by SHL Production's competent departments.

6.2. The Supplier guarantees that the delivered tooling 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 tooling made applicable in Poland and in the Customer's country.

6.3. In the event that defects, defects and non-conformities in the delivered tooling are discovered, SHL Production shall have the following options:

a) order the Supplier to replace defective tooling components or the entire tooling at the Supplier's expense;

b) repair, at the Supplier's expense and risk, the defective tooling components or the entire tooling;

In addition, SHL Production shall have the right to claim damages in the event that it suffers damage as a result of non-conforming tooling.

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

6.5. During the warranty period, the Supplier shall immediately remove the defect, replace the defective part, etc. at its own expense.

6.6. For replaced /repaired parts, the warranty shall be extended for 12 months from the moment of defect removal.

7. Invoicing, evidence of delivery and payment

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

7.2. Delivered products must always be accompanied by a delivery note that complies with the applicable tax regulations.

7.3. If defects or non-conformities are discovered in one or more shipments of goods delivered, SHL Production may exclude from the total amount of payments owed to the Supplier on a specific date, the payment of an amount equal to the value of these shipments until the Supplier delivers new or replacement shipments.

8. Management System

Production site with the rules and procedures for occupational health and safety and environmental protection according to ISO 14001.

9. Final provisions

9.1. The law applicable to these GCP and agreements between the parties is exclusively Polish law. In matters not regulated by the provisions of these conditions the provisions of the Civil Code shall apply accordingly.

9.2. In case of preparation of agreements and terms of purchase in Polish and foreign language, for any discrepancies between the Polish and the foreign language versions of the agreement, the Polish version shall prevail.

9.3. The parties of the contract undertake to seek amicable settlement of disputes arising in connection with the performance of these General Conditions for Purchasing Tooling and the performance of the contract.

9.4. In the absence of an amicable resolution of the dispute, disputes shall be heard by the court competent for the Buyer's registered office.

We have taken note of the contents of the above General Conditions for Purchase of tooling SHL Production and declare that we agree with both their clauses and the terms and conditions contained in the order.