

**Standard Terms and Conditions (AFL Poland)****1. Definitions**

- 1.1 "Company" means AFL TELECOMMUNICATIONS POLAND SPÓŁKA Z O.O., with registered office in Katowice, at ul. Adama Mickiewicza 29, 40-085 Katowice, Poland, entered in the register of entrepreneurs of the National Court Register held by the District Court for Katowice-Wschód in Katowice, VIII Commercial Division of the National Court Register under KRS number 0001040518, holding tax identification number (NIP) 6343024397 and having a share capital of PLN 5,000.
- 1.2 "Conditions" means these Standard Terms and Conditions of Sale, set out in this document and any special or additional terms and conditions expressly agreed in writing by the Company.
- 1.3 "Confidential Information" has the meaning given in Section 19.1.
- 1.4 "Contract" means the contract between the Company and the Purchaser for the sale and purchase of the Goods, incorporating these Conditions and accepted purchase order submitted in accordance with these Conditions.
- 1.5 "Data Protection Legislation" has the meaning given in Section 12.1.
- 1.6 "Director" means a member of the management board of the Company or other person authorized to act on behalf of the Company (e.g. proxy).
- 1.7 "Force Majeure Event" has the meaning given in Section 17.1.
- 1.8 "GDPR" has the meaning given in Section 12.1.
- 1.9 "Goods" means the articles, which the Purchaser agrees to buy from the Company and are the subject of the Contract and these Conditions.
- 1.10 "Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to patents, trademarks, copyrights, including software, trade secrets, know-how, domain names, databases, works of authorship, designs and models, inventions, either registered or unregistered, registrations and applications related to the foregoing and all related industrial and intellectual property rights pursuant to the laws of any jurisdiction throughout in any part of the world.
- 1.11 "Party" means a party to the Contract, being each of the Company and the Purchaser, and "Parties" shall be construed accordingly.
- 1.12 A "person" includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.13 "Personal Data" has the meaning given in Section 12.1.
- 1.14 "Polish Data Protection Legislation" has the meaning given in Section 12.1.
- 1.15 "Price" means the price for the Goods excluding carriage, bespoke packing requirements, insurance, sales or use tax, GST, VAT or any tax of similar nature.
- 1.16 "Purchaser" means an entrepreneur who accepts the Company's written quotation for the sale of Goods or whose written order for the Goods is accepted by the Company, in either case, is subject to these Conditions which shall govern the Contract, if the Contract remains professional in nature and is directly linked to the entrepreneur's business.
- 1.17 "Services" has the meaning given in Section 8.11.
- 1.18 "Specially Designated Nationals" has the meaning given in Section 7.2.
- 1.19 "Polish Sanctions List" means the list referred to in Article 2(1) of the Act of 13 April 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security.
- 1.20 "Consolidated list of persons, groups and entities subject to EU financial sanctions" means the list published by the Directorate-General for Financial Stability, Financial Services and Capital Markets Union of the European Commission.
- 1.21 "Trade Control" has the meaning given in Section 7.1.

**2. Conditions Applicable**

- 2.1 These Conditions shall apply to all Contracts for the sale of Goods by the Company to the Purchaser to the exclusion of all other terms and conditions which the Purchaser may purport to apply under any purchase order, confirmation of order or similar document or any trading practices.
- 2.2 The order will be submitted by the Purchaser in writing to the Company's address indicated separately by the Company to the Purchaser or via e-mail to the Company's e-mail address indicated separately by the Company to the Purchaser. Following acceptance of the submitted order by the Company, the accepted order constitutes a binding Contract between the Company as a seller and the Purchaser as a purchaser. The above orders will be accepted by the Company in the same manner as submitted by the Purchaser, i.e. in writing to the Purchaser's address indicated separately by the Purchaser to the Company or via e-mail to the Purchaser's e-mail address indicated separately by the Purchaser to the Company. Alternatively the acceptance may be implied but only if the Company begins the fulfilment of the order. In order to constitute a Contract between the Company and the Purchaser, an order must be expressly accepted by the Company or accepted implicitly by the Company's actions aimed at fulfilment of the order - under no circumstances will the Company's silence (without abovementioned actions) imply acceptance of the order. In addition, an order must be accepted by the Company unconditionally and without reservations. For the avoidance of doubt, in respect of orders submitted by e-mail an automated acknowledgement of receipt shall not constitute acceptance for the purpose of this Section 2.2.
- 2.3 All orders for Goods submitted in accordance with Section 2.2 shall be deemed to be an offer by the Purchaser to purchase Goods pursuant to these Conditions.
- 2.4 By submitting the order in accordance with Section 2.2 the Purchaser confirms that (i) it had received the Conditions before submitting the order (ii) it had read such Conditions and accepted their contents and the fact that they are part of the Contract. The Contract will be subject only to these Conditions and will not be subject to any terms and conditions of the Purchaser (unless otherwise expressly accepted by the Company).
- 2.5 No variation to these Conditions shall be binding, unless agreed in writing between the Purchaser and a Director of the Company.
- 2.6 No employee of the Company other than a Director is authorised to make any statement, warranty or representations of the Goods provided. The Purchaser shall therefore not be entitled to rely upon any statement made by an employee, or agent other than a written statement from a Director of the Company. All descriptive text or text that has been translated into other languages, images, illustrated specifications or training aids including but not confined to weights, measurements, performance, descriptions, specifications, drawings are approximate only and are intended only to present a general idea of the Goods described therein and nothing contained in any of them shall form part of any Contract with the Company - unless they were expressly indicated in the order which the Company later accepted. Any clerical, typographical or other minor omission or error in any quotation, price list, invoice, sales literature or other document issued by the Company shall be subject to correction without any liability on the part of the Company.
- 2.7 No waiver of these Conditions shall be effective unless agreed in writing by a Director of the Company. The failure of the Company to insist on strict adherence to any of these Conditions shall not be construed as a waiver of these Conditions.

2.8 If any of these Conditions are held by any competent and legal authority as invalid or unenforceable either in whole or in part, it shall be deemed modified to the extent necessary to make it valid and enforceable. If such a modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion shall not affect the validity and enforceability of the rest of these Conditions.

**3. Price and Quotations**

- 3.1 Where the Company is asked to give a quotation then the Price of the Goods shall be the Company's quoted price, provided that the Purchaser shall accept the Company's quotation within the validity period stated. In the absence of a validity period, the quotation will automatically lapse after 30 calendar days from the date of quotation. A quotation provided by the Company to the Purchaser, does not constitute an offer but an invitation to conclude the Contract in accordance with the procedure referred to in Section 2.2 and the Company reserves the right to withdraw or revise a quotation such as, without limitation any foreign rate fluctuation, or significant increase in the cost of labour, materials or other costs of manufacture at any time prior to the conclusion of the Contract. Where no price is quoted or a quoted price has expired the Price of Goods shall be the price set out in the Company's published price list in force on the date of order. The Company may, by giving notice to the Purchaser at any time before the conclusion of the Contract, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to an increase in the cost of raw materials.
- 3.2 The Price is exclusive of carriage charges, bespoke packaging charges, sales or use tax, GST, VAT or any tax of similar nature, which shall be due at the rate ruling on the date of the Company's invoice. Please send an exemption certificate to TaxExempt@afglobal.com if you are exempt from tax on the Contract.
- 3.3 Prices are Free Carrier (FCA) (Incoterms 2010) from the location referred to in the Company's order confirmation (and if no such location is referred to, the Company premises) and where the Company agrees to arrange for the Goods to be delivered to the Purchaser, unless otherwise agreed by the Company, the Purchaser shall be responsible for the costs of loading carriage and unloading.
- 3.4 The Company reserves the right to make a handling charge on any orders where the total invoice price excluding taxes duties and other charges, is less than the Company's minimum order value as agreed with the Purchaser in the Contract.

**4. Payment**

- 4.1 Where the Company requires payment in advance of supply of Goods, the Company shall invoice the Purchaser upon acceptance of an order in accordance with Section 2.2 and the Purchaser shall pay such invoice in advance of the Company manufacturing the Goods or making them available to the Purchaser. The payment terms set out in Section 4.4 shall not apply to these invoices.
- 4.2 The Company at its sole discretion may choose to grant the Purchaser a buyer's credit, which will allow the Purchaser to prolong the moment of payment. Any such credits will be granted on the basis of separate agreement concluded between the Parties. Such an agreement will set out detailed rules for granting such credit.
- 4.3 The Company accepts payment for Goods via banks transfers. Credit cards are not accepted.
- 4.4 The Purchaser shall pay invoices in full and cleared funds within 30 days of the date of the invoice, unless agreed otherwise in writing by a Director of the Company. The time of the payment shall be of the essence of the Contract.
- 4.5 Interest on overdue invoices shall accrue and be payable by the Purchaser in the amount of the statutory interest calculated in accordance with article 359 § 2 of the Polish Civil Code.
- 4.6 If the Purchaser fails to make any payment on the due date, then without prejudice to any of the Company's other rights the Company may issue a demand for payment within at least 7 days, and if payment is not made within this additional period, the Company is then entitled to:
- 4.6.1 suspend or cancel deliveries of any articles due to the Purchaser under the Contract or any other contract subject to these Conditions - until the payment of due debt; and/or
- 4.6.2 to treat the unpaid Contract as repudiated by the Purchaser; the Purchaser shall upon request return the Goods within 3 days by a method indicated by the Company and at Purchaser's expense.

**5. Purchaser's inability to pay debts**

- 5.1 If the Purchaser becomes subject to any of the events listed in Section 5.2, the Company is vested with the right to rescind the Contract within 30 days of learning of these circumstances upon its discretion with consequences from the moment of rescission (ex nunc) or with consequences as if the Contract was never entered into (ex tunc). Also, if the Company is obliged to make under the Contract the mutual performance earlier, and the making of the performance by the Purchaser is doubtful in view of its financial standing resulting from the events listed in Section 5.2, the Company that is obliged to make the earlier performance under the Contract may withhold it until the Purchaser offers the mutual performance or gives a security.
- 5.2 For the purposes of Section 5.1, the relevant events are:
- 5.2.1 the Purchaser suspends or threatens to suspend, payment of its debts as they fall due, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts under any applicable law, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, or (being a partnership) has any partner to whom any of the foregoing apply;
- 5.2.2 the Purchaser, by reason of actual or anticipated financial difficulties, commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Purchaser is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Purchaser with one or more companies or the solvent reconstruction of the Purchaser;
- 5.2.3 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Purchaser;
- 5.2.4 (being a company) the holder of a qualifying floating charge over the Purchaser's assets has become entitled to appoint or has appointed an administrative receiver;
- 5.2.5 a person becomes entitled to appoint a receiver over the Purchaser's assets or a receiver is appointed over the Purchaser's assets;
- 5.2.6 an enforcement proceeding is initiated against the Purchaser's assets;
- 5.2.7 a creditor or encumbrancer of the Purchaser attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

5.2.8 (being a company) according to the Purchaser's balance sheet, its liabilities excluding provisions for liabilities and liabilities to related parties exceed the value of its assets and such condition persists for a period exceeding twenty four (24) months;

5.2.9 any event occurs, or proceeding is taken, with respect to the Purchaser in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Sections 5.2.1 to 5.2.8 (inclusive);

5.2.10 the Purchaser suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

5.2.11 the Company reasonably believes that the Purchaser may become subject to events listed in Sections 5.2.1 to 5.2.8.

5.3 On rescission of the Contract for any reason the Purchaser shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.

5.4 If the Company rescinds the Contract with consequences from the moment of rescission (ex nunc) in accordance with Section 5.1, it shall not affect any of the Parties' rights, remedies, obligations and liabilities that have accrued as at rescission.

5.5 Sections which expressly or by implication survive rescission of the Contract shall continue in full force and effect.

## 6. Specification

6.1 The Company may from time to time amend the specification of Goods if required to comply with any applicable safety, statutory requirements or which do not materially affect the quality, or fitness for purpose of the Goods.

6.2 To the fullest extent permitted by law, the Company shall have no liability to the Purchaser in respect of any loss or damage to the Purchaser arising in connection with any such amendment.

6.3 Only the specification included in the datasheet provided by the Company will be binding for the Parties.

## 7. Exportation

7.1 Purchaser acknowledges and understands that (i) the Goods supplied under the Contract may be subject to export control, sanctions and/or trade compliance laws and regulations (hereinafter, collectively, "Trade Controls") of several countries, including Poland, the United States, the European Union, the United Kingdom, the country where the Goods were manufactured, the country where the Purchaser is located and operates and the country where the Goods are delivered to their final destination; and (ii) Purchaser is solely responsible for complying with the requirements of any Trade Controls applicable to its use, sale, transfer, export, re-export or re-transfer of the Goods.

7.2 Purchaser confirms that it will not sell, transfer, export, re-export or tranship the Goods, directly or indirectly, to (i) a country that is subject to sanctions or an embargo administered by Poland, the United States, the European Union and/or United Kingdom; (ii) any Person that Poland, the United States, the European Union or the United Kingdom has identified as subject to sanctions or trade restrictions, including, but not limited to Persons designated on Polish Sanctions List or on Consolidated list of persons, groups and entities subject to EU financial sanctions or identified as "Specially Designated Nationals" by the U.S. Government and listed at <https://www.treasury.gov/resource-center/sanctions/SDN-list/Pages/consolidated.aspx>; or (iii) Persons owned or controlled by, acting as agents for, or acting on behalf of a country or Person subject to such sanctions/trade restrictions.

7.3 Purchaser also confirms that it will not use or sell, transfer, export or re-export the Goods to any person if the Purchaser knows or has reason to know that the Goods will be used by any person, directly or indirectly, in activities related to the proliferation of weapons of mass destruction, including without limitation, the design, development or use of chemical weapons, biological weapons, missiles, unmanned aerial vehicles or any nuclear activities.

7.4 Upon request, Purchaser shall provide the Company with any information or documentation on its customer, the end user and/or the end use that, in the Company's sole discretion, is required for the Company to maintain compliance with the Trade Controls of Poland, the United States, the European Union, the United Kingdom or other applicable countries. Purchaser understands and acknowledges that failure to provide such information may result in the inability of the Company to deliver the Goods.

7.5 Purchaser hereby agrees to indemnify and holds harmless the Company as to any claim asserted against the Company alleging any liability arising out of Purchaser's failure to comply with the requirements of this Section 7 or applicable Trade Controls - the Company's entitlements mentioned above will not be available to it if any claim asserted against the Company occurred as a result of the Company's intentional act or omission. Such liability shall include, but is not limited to, damages (including punitive damages), costs, fees, and expenses, including all costs (inclusive of legal fees and penalties) arising from investigations or proceedings by a governmental agency or entity.

## 8. Warranty

8.1 The Company is liable to the Purchaser, if the Goods sold have a defect (warranty). The Goods will be deemed to have a legal defect, if they are the property of a third party or are encumbered with the right of a third party or if a restriction on the use or disposal of the Goods results from a decision or pronouncement of a competent authority. In the case of the sale of a right, a legal defect may also consist of the non-existence of the right. The remaining defects constitute physical defects and will include exclusively, to the fullest extent permitted by law, the following situations:

8.1.1 if the Goods do not correspond to the specification outlined in the English language version of the data sheet on the Company's website at the time of order submitted by the Purchaser; and

8.1.2 if the Goods have defects in material.

8.2. If the Goods sold have a defect, the Purchaser may demand that the Goods be replaced for the ones free from defects or that the defects be removed. The Company is obliged to replace the defective Goods for the ones free from defects or remove the defect within a reasonable time and without excessive inconveniences to the Purchaser. The Company may refuse to satisfy the Purchaser's demand if it proves impossible to bring the defective Goods into conformity with the Contract in a manner chosen by the Purchaser or, in comparison with the second possible way to bring it into compliance with the Contract, it would require excessive costs. If the Purchaser is an entrepreneur, the Company may also refuse to exchange the Goods for the ones free from defects or to remove defects if the costs of discharging of that duty exceed the Price of the Goods sold.

8.3 The methods of addressing defect claims described in Section 8.2 are the only methods that the Purchaser may demand under warranty, which means, in particular, that the claims regarding the reduction of the Price or rescission of the Contract are excluded (inadmissible).

8.4 In the case of sale between entrepreneurs, the forfeiture of the rights under warranty will take place if the Purchaser did not inspect the Goods at the time and in the manner customary in the case of such Goods and did not immediately notify the Company about the defect, and where the defect became apparent only later, if it did not notify the Company immediately after its detection. In the cases specified in the preceding sentence, the forfeiture of the rights under warranty for physical defects of the Goods will not take

place in spite of the non-observance of time limits for the inspection of the Goods by the Purchaser or its notifying the Company about the defect if the Company was aware of the defect or assured the Purchaser that no defects existed.

8.5 Subject to the provisions of this Section 8:

8.5.1 The Company will be liable under a warranty if a physical defect of the Goods is detected before the elapse of one year from the date of releasing the Goods to the Purchaser;

8.5.2 To the fullest extent permitted by law, a Purchaser claim for the removal of the defect of the Goods or replacement of the Goods sold for ones free from defects may be submitted only in the period mentioned in Section 8.5.1;

8.5.3 The lapse of the time limit for detection of a defect does not preclude the exercise of the rights under warranty if the Company insidiously concealed the defect;

8.5.4 If the expiry date of the Goods specified by the Company or the manufacturer ends after one year from the date of release of the Goods to the Purchaser, the Company will be liable under warranties for physical defects detected in these Goods before the elapse of this period. Section 8.5.3 will apply in this scenario respectively; and

8.5.5 The exercise of rights under warranty for legal defects of the Goods sold will be governed by Section 8.5.2.

8.6 The Company shall not, to the fullest extent permitted by law, be liable for Goods' failure to comply with the warranty set out in Section 8.1 in any of the following events:

8.6.1 the defect arises because the Purchaser failed to follow the instructions and limitations stated on the corresponding data sheet as to the storage, commissioning, installation, use, working conditions and maintenance of the Goods or (if there are none) good trade practice regarding the same;

8.6.2 the Purchaser alters or repairs such Goods without the written consent of the Company;

8.6.3 the defect arises as a result of fair wear and tear, wilful damage, negligence, incoming power problems if the product has been dropped or immersed in water, abnormal storage, working conditions or temperatures;

8.6.4 if the Goods have been subjected to the following conditions contained hereunder; the casing of the Goods have been opened, serial numbers altered, removed or erased or that the hardware or software has not been installed in accordance to the manufacturer's instructions, applicable security standards or that the Goods have been tampered with by an individual other than by trained Company personnel and in the case of cabling systems, installation or maintenance has not been in accordance with the latest edition of ISO/IEC 11801 or other relevant industry standards;

8.6.5 if the Purchaser knew about the defect when the Contract was concluded; or

8.6.6 if the objects of sale are the Goods designated only as to their kind or the Goods which are to be produced in the future, the Company will be released from the liability under warranty if the Purchaser was aware about the defect when the Goods were released.

The exclusion or limitation of the liability under a warranty shall be ineffective if the Company insidiously concealed the defect from the Purchaser.

8.7 The warranty set out in Section 8.1 does not to the fullest extent permitted by law:

8.7.1 cover splicer electrode replacement or additional performance verification, save for the express requirements under warranty repair; or

8.7.2 cover consumable parts, including but not limited to: batteries, carry cases, chargers, USB cables or mandrel wraps or reference leads.

8.8 Except as provided in this Section 8, the Company shall have no liability to the Purchaser in respect of the Goods' failure to comply with the warranty set out in Section 8.1.

8.9 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

8.10 The Purchaser shall ensure that upon the return of Goods and where applicable, any data contained within the Goods has been backed up and any confidential, proprietary or personal information from the Goods has been removed.

8.11 The Company may at its sole discretion provide supplemental cabling system warranties; further information is available on request.

8.12 The Company may carry out non-warranty repair services for the Goods at its sole discretion ("Services"). The Company shall warrant the repair work and replacement parts, save for consumable parts used for the repair, for a period of 12 months and shall not be liable for the subsequent failure of the part or parts of the Goods originally supplied by the Purchaser. Where the Company elects to provide Services, in these Conditions the term "Goods" shall be deemed to include the Services and the term "Price" shall be deemed to refer to the agreed price for the Services.

8.13 TO THE FULLEST EXTENT PERMITTED BY LAW THE WARRANTIES CONTAINED IN THIS SECTION 8 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 8, COMPANY MAKES NO WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY SUCH WARRANTIES ARE HEREBY DISCLAIMED AND EXPRESSLY EXCLUDED.

8.14 TO THE FULLEST EXTENT PERMITTED BY LAW THE REMEDIES SET FORTH IN THIS SECTION 8 WILL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THE WARRANTIES CONTAINED IN THIS SECTION 8 EXCEPT FOR THE LIABILITY THAT OCCURRED AS A RESULT OF AN INTENTIONAL ACT OR OMISSION OF THE COMPANY. NO LIABILITY UNDER THE WARRANTIES CONTAINED IN THIS SECTION 8 WILL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE GOODS OR SERVICES IN RESPECT OF WHICH DAMAGES ARE CLAIMED PLUS COSTS OF TRANSPORTATION, PACKING AND HANDLING, AND COMPANY'S LIABILITY WILL BE LIMITED TO SUCH AMOUNT - IN ANY CASE SUCH A LIABILITY IS LIMITED SOLELY TO ACTUAL DAMAGE (DAMNUM EMERGENS) OF THE PURCHASER AND ANY LIABILITY OF THE COMPANY FOR LOST PROFIT (LUCRUM CESSANS) OF THE PURCHASER IS HEREBY EXCLUDED.

## 9. Limitation Of Liability

9.1 Nothing in these Conditions and/ or the Contract shall limit or exclude the Company's liability for:

9.1.1 fraud or fraudulent misrepresentation; or

9.1.2 any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

9.2 To the maximum extent permitted by law and unless otherwise provided in these Conditions or the Contract:

9.2.1 The Company shall not be responsible for the damage to or loss of any programs, data, or removable storage media caused by the Goods; and

9.2.2 The Company shall under no circumstances be liable for any loss or damage arising from the Goods being used in or on aircraft missiles, or aviation purposes, or for the safety or navigation of marine craft of any sort or for any other hazardous purpose or terrorist activity; the Goods are not designed for such uses.

9.2.3 The Company's total liability to the Purchaser in respect of all losses arising under or in connection with these Conditions and/or Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods. In case of any liability of the Company under these Conditions and/or the Contract, it is limited solely to actual damage (damnum emergens) of the Purchaser and any liability of the Company for lost profit (lucrum cessans) of the Purchaser is hereby excluded; and

9.2.4 The Company shall under no circumstances be liable for any special, indirect, punitive or consequential damages of any kind or nature, including without limitation, environmental claims or loss of revenues, business or profits, regardless of the form of action, whether in contract, tort, strict product liability, or otherwise, even if the Company has been advised of the possibility of such damages, except for the damage that occurred as a result of an intentional act or omission of the Company.

## 10. Intellectual Property

10.1 The Purchaser acknowledges and agrees that (a) except to the extent provided in a separate written agreement between the Parties, the Company reserves and retains all Intellectual Property Rights contained in and arising out of the Goods and Services; (b) any and all of the Company's Intellectual Property Rights are the sole and exclusive property of the Company or its licensors; (c) the Purchaser does not and shall not acquire any ownership interest in, right to, or license under any of the Company's Intellectual Property Rights (or those of Company's licensors) by purchasing the Goods or Services under the Contract (though the Purchaser may use such Goods or Services for the purpose for which they are sold); (d) any goodwill derived from the Purchaser's use of the Company's Intellectual Property Rights inures to the benefit of the Company or its licensors as applicable; (e) if, notwithstanding the foregoing, the Purchaser acquires any Intellectual Property Rights in or relating to any Goods or Services purchased hereunder by operation of law, or otherwise, such rights are deemed and are, to the fullest extent permissible under relevant law, hereby irrevocably assigned to or are vested in the Company or its licensors as the case may be, without further action by either party, specifically to exploit the Intellectual Property Rights for profit or for professional purposes, and in all the currently known fields of exploitation, including those listed in Article 50, Article 74(4) of the Polish Copyright Act, (save that the Purchaser shall do all such things as may be required by the Company or its licensors to give effect to such assignment); and (f) the Purchaser shall not use the Company's Intellectual Property Rights without the Company's prior express written consent and then only in strict accordance with such consent. Nothing in these Conditions shall operate as a transfer or license to use any Intellectual Property Rights arising out of or related to the Goods. The Purchaser shall not make any claim or take any action that is adverse to or could interfere with any of the Company's Intellectual Property Rights, including the Company's ownership or exercise of them; and shall not alter, obscure or remove any of the Company's marks or proprietary rights notices placed on the Goods or materials purchased from or provided by the Company.

## 11. IP Infringement

11.1 Subject to these Conditions (including Section 9 [Limitation of Liability]), if the Purchaser receives a third party allegation that non-customised Goods made generally commercially available for sale by the Company at the time the Company accepts an order under the Contract and supplies such Goods to the Purchaser infringe a third party's Intellectual Property Rights, the Purchaser will immediately inform the Company about such third party allegation, and the Company's sole liability and Purchaser's exclusive remedy is expressly limited to the Company's option (at its sole discretion) to (a) obtain for the Purchaser the right to continue using such Goods, or (b) replace the Goods with non-infringing Goods, or (c) modify the Goods so that they become non-infringing, or (d) remove the Goods and refund the relevant proportion of the Price. Under no circumstances will the Company have the obligation to provide the foregoing remedy or to otherwise indemnify, defend, settle, or otherwise dispose of any third party claim of Intellectual Property Rights infringement: (i) if such claim is based in whole or in part on customisation of the goods (as required by the Purchaser), on compliance with the Purchaser's specifications or instructions, or on inclusion of material provided to the Company by the Purchaser; (ii) if such claim is based in whole or in part on the Purchaser's marketing, advertising, promotion, or sale of any product containing the Goods; (iii) if the infringement claim is based on the Purchaser's use of the Goods or use of the Goods in combination with any products, materials, or equipment supplied by someone other than the Company; (iv) if the Purchaser or a third party modified or changed the Goods and infringement would have been avoided without such modification or change; (v) if the infringement claim arises out of products or assemblies manufactured or designed by, or on behalf of, the Purchaser in whole or in part; or (vi) to the extent the claim pertains to the Purchaser's continued use of the Goods after the Company demands that the Purchaser discontinue such use. 11.2 The foregoing states the entire liability of the Company to the Purchaser and the Purchaser's exclusive remedy for Intellectual Property Rights infringement or other related damages.

## 12. Use and Disclosure of Personal Data

12.1 By entering the Contract, the Purchaser acknowledges and agrees that the Company may use information that identifies an individual ("Personal Data"), that the Purchaser provides the Company in the manners described in the Company's Privacy Notice <https://www.aflglobal.com/Resources/Privacy-Policy.aspx>, these Conditions, as otherwise permitted or reasonably instructed by the Purchaser from time to time while performing obligations under the Contract, and in accordance with applicable laws. For the purposes of this Section 12, the following definitions shall apply: Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the GDPR. "Data Protection Legislation": the Polish Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party. "Polish Data Protection Legislation": all applicable data protection and privacy legislation in force from time to time in the Republic of Poland including the General Data Protection Regulation ((EU) 2016/679) ("GDPR"); the Act of 10 May 2018 on personal data protection; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) as amended.

12.2 The Purchaser represents and warrants that for purposes of the Data Protection Legislation, to the extent it applies, and other applicable privacy laws, and for the duration and purposes of the Contract (a) the Purchaser is the data controller with respect to any Personal Data the Purchaser provides the Company and has the necessary authority, consents and notices in place to permit the Company to process the Personal Data in the manner permitted in the Contract, (b) the Purchaser has implemented appropriate technical and organisational measures to ensure processing of Personal Data is performed in accordance with the Data Protection Legislation, and to protect against loss, damage or destruction of Personal Data (c) the Purchaser has implemented appropriate data protection policies proportionate to data processing activities, (d) the Purchaser relies on one or more of the following bases for authorisation to have the Company process the Personal Data: (i) contractual obligations between the Purchaser and the data subject, (ii) carrying out a task that is in the public interest, (iii) consent given by the data subject freely, specifically for the goods and services described in the Contract, and unambiguously through an affirmative act after being fully informed with clear and plain language, (iv) when in the data subject's vital interest, (v) where there is a legal obligation to do so, or (vi) for the purposes of legitimate interest, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child; (e) with respect to Personal Data the Purchaser provides the Company, the Purchaser has provided the data subjects with information about who is processing the Personal Data, including (i) a clear explanation of how the Personal Data will be processed, (ii) the Purchaser's identity and contact details, (iii) details of any recipients of the Personal Data and the systems in which the data is stored, (iv) that the Purchaser is transferring the Personal Data outside the European Economic Area, (v) how long the Personal Data will be stored, (vi) that such data subjects have rights of protection (such as erasure, access, correction), (vii) that such data subjects may withdraw consent if that was the basis for authorization, (viii) whether there is any automated decision making and, if so, how such decisions are made, the significance, and the consequences of such decisions, and (ix) that data subjects may complain to the Data Protection Authority; (f) the Purchaser has not received a request from any data subjects to remove their Personal Data from the Personal Data provided to the Company and that the Purchaser will notify the Company if the Purchaser receives such a request if and to the extent it would affect the Company's processing of the Personal Data; (g) the Purchaser authorises the Company to subcontract some or all of its services and provide the Personal Data Purchaser provides to the Company to affiliates and subcontractors; (i) the Purchaser shall ensure that all personnel who have access to or process Personal Data are obliged to keep the Personal Data confidential.

## 13. Cancellations

13.1 The Purchaser may not cancel or amend an order without the Company's written consent once the Contract has been concluded in accordance with Section 2.2. In the event of an order cancellation or amendment without the Company's written consent and without prejudice to any of the Company's remedies, a contractual penalty will be paid by the Purchaser to the Company in the amount equal to 25% of the Contract value in case of the standard stock lines and, in the case of bespoke lines, in the amount proportionate to the value of manufactured Goods and wastage of materials whichever is the greater. The demand by the Company of an indemnity exceeding the amount of the stipulated penalty is admissible. This Section concerns cancellation or amendment made for business reasons and does not deprive the Purchaser of the rights mentioned in Section 8. 13.2 The Purchaser shall indemnify the Company in respect of any third-party claims arising out of the Purchaser's repudiation, cancellation or suspension of any order except for the third-party claims that occurred as a result of an intentional act or omission of the Company.

## 14. Delivery & Acceptance of the Goods

14.1 The Company will use reasonable endeavours to deliver the Goods in accordance with any delivery date notified to the Purchaser at the time of order in the Contract. Time of delivery shall not be of the essence. 14.2 If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses, incurred by the Purchaser in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods (the price of the Goods shall be returned in such case). The Company shall have no liability for any failure to deliver or any delay in delivering the Goods to the extent that such failure or delay is caused by a Force Majeure Event or the Purchaser's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. 14.3 Any discrepancy between the Goods and the Company's packing note must be notified to the Company within 24 hours of their arrival at the Purchaser's delivery address. 14.4 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in full and in accordance with the provisions in these Conditions. 14.5 The failure of the Purchaser to pay for any one or more of the invoiced instalments of the Goods on the due dates, shall entitle the Company to issue a demand for payment within at least 7 days, and if payment is not made within this additional period, the Company is then entitled (at its sole discretion). 14.5.1 suspend or cancel deliveries of any articles due to the Purchaser under the Contract or any other contract subject to these Conditions – until the payment of due debt; and/or 14.5.2 to treat the unpaid Contract as repudiated by the Purchaser; the Purchaser shall upon request return the Goods within 3 days by a method indicated by the Company and at Purchaser's expense. 14.6 Delivery of the Goods shall be deemed to have taken place when the Company delivers the Goods Free Carrier (FCA) (Incoterms 2010) or any other Incoterm agreed by the Parties in the Contract. 14.7 The risk of loss or damage of any kind to the Goods but not the title shall pass to the Purchaser upon delivery in accordance with Section 14.6. 14.8. Limitations of the Company's liability for performance of the contractual obligations shall not cover liability for damage caused to the Purchaser intentionally as required by art. 473 § 2 of Polish Civil Code.

## 15. Business Returns

15.1 The Purchaser does not have the right of "business return" of Goods supplied in compliance with these Conditions without the prior written consent of the Company. A return (if any) made in accordance with Section 8 shall not be considered "business return". 15.2 If the Company agrees to accept any such Goods for business return, the Purchaser must obtain within 28 days of the original invoice, a Quality Incident (QI) reference which must then be detailed on all documentation and be clearly marked on each of the cartons being returned, failure to do so may result in the Goods being rejected. The business return of the Goods will be at the Purchaser's expense and risk and must be in their original shipping carton, packing material, in their original condition and must be featured in the Company's current product range.

15.3 The Company reserves the right to charge the Purchaser a handling fee of 25% of the invoice price of the returned Goods (concerns "business returns").

15.4 Goods returned incorrectly by the Purchaser without the prior written approval of the Company shall remain at the risk of the Purchaser and the Purchaser shall remain liable to pay for the Goods in full in accordance to these Conditions and the Contract (concerns "business returns"). The Company reserves the right to apply a minimum handling charge of 50% of the invoice price of the returned Goods, or, at its sole discretion, store such Goods at the Purchaser's risk and to charge the Purchaser for such storage from the date of the Goods purported business return, until the Goods are collected by the Purchaser or destroyed by the Company, in which case any costs occasioned by such disposal or destruction shall be charged to the Purchaser.

#### 16. Retention of Title

16.1 Title to the Goods shall not pass to the Purchaser until the Company receives payment in full (in cash or cleared funds) of the Price for the Goods with respect to the particular Contract – in such a case the title to the Goods shall pass at the time of payment of all such sums.

16.2 Until title to the Goods has passed to the Purchaser, the Purchaser shall:

16.2.1 store the Goods separately from all other goods held by the Purchaser so that they remain readily identifiable as the Purchaser's property;

16.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

16.2.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

16.2.4 notify the Company immediately if it becomes subject to any of the events listed in Section 5.2; and

16.2.5 give the Company such information relating to the Goods as the Company may require from time to time.

16.3 If before title to the Goods passes the Purchaser becomes subject to any of the events listed in Section 5.2, then, without limiting any other right or remedy the Company may have, the Company may require the Purchaser to deliver up all Goods in its possession and may demand an appropriate remuneration for the wear and tear or the damage to the Goods.

#### 17. Force Majeure

17.1 To the fullest extent permitted by law, the Company shall be relieved of its obligations and liabilities hereunder wherever and to the extent to which fulfilment is prevented or impeded as a consequence of a Force Majeure Event. A "Force Majeure Event" means any cause outside the reasonable control of the Company including, but not limited to; acts of God, explosion, fire or accident, acts of terrorism, flood, war or threat of war, civil disturbance, riot, acts of government, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes, difficulty in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery, currency restriction or fluctuation, labour disputes or failure of supplier, or subcontractor to deliver on time.

#### 18. General

18.1 Notices. Any notices to be served under these Conditions must be in writing and delivered personally, sent by courier or registered mail with acknowledgement of receipt, or by e-mail if documents attached to such e-mail are signed with electronic signatures, in the case of the Company to its address or e-mail indicated separately by the Company to the Purchaser and in the case of the Purchaser to its address or e-mail indicated separately by the Purchaser to the Company.

18.2 Assignment and Other Dealings.

18.2.1 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract.

18.2.2 The Purchaser may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.

18.3 Third Party Rights. A person who is not a Party to the Contract shall not have any rights to enforce its terms.

18.4 Publicity. The Purchaser shall not publicise (for example by making press statements or by issuing press releases) or release any information in relation to or about the Contract except with the Company's prior written consent.

18.5 Relationship. Nothing in these Conditions creates a joint venture, relationship of partnership or agency between the Parties. Accordingly, except as expressly authorised under these Conditions neither Party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another Party. No staff of the Purchaser shall be construed as being an employee of the Company by virtue only of the Contract or the performance of the respective Party's obligations under the Contract.

18.6 Waiver. No forbearance, delay or indulgence by the Company in enforcing the provisions of the Contract and/or these Conditions shall prejudice or restrict the rights of the Company nor shall any waiver of its rights in relation to a breach of the Contract and/or these Conditions operate as a waiver of any subsequent breach and no right, power or remedy given to or reserved to the Company under the Contract and/or these Conditions is exclusive of any other right, power or remedy available to the Company.

18.7 Precedence. In the event of any inconsistency between these Conditions and the Contract, the terms of the Contract will prevail.

18.8 Entire Agreement. These Conditions together with accepted purchase order and any other documents stated to form part of the Contract constitute the entire agreement and understanding between the Parties relating to the subject matter. Except as may be expressly stated in the Contract, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the Parties. Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on any statement, representation, warranty or understanding made prior to the Contract save to the extent that such statement, representation, warranty or understanding is incorporated into the Contract. Each of the Parties acknowledges and agrees that in entering into the Contract it has not relied on (or has been induced to enter into the Contract by) any statement, representation, warranty or understanding made prior to the Contract.

18.9 Counterparts. The Contract may be executed in counterparts (including electronic signatures and documented form), all of which shall constitute one agreement between the Parties.

18.10 Large entrepreneur status. In line with Article 4c of the Prevention of Excessive Delays in Commercial Transactions Act of 8 March 2013, the Company represents that it has the status of a large entrepreneur within the meaning of Article 4 section 6 of the aforementioned Act.

#### 19. Confidentiality

19.1 The Purchaser acknowledges that it may receive and be exposed to Confidential Information that the Company desires to protect from unauthorised access, disclosure, or use, the scope of which will be strictly limited to information related to and indispensable for executing the Contract. "Confidential Information" shall mean any and all information relating to the Company, the Goods and Services provided under the Contract, know-how, technology, source code, object code, software, writings, designs, flow charts, databases, specifications, documentation, discoveries, inventions, creations, processes, methods, procedures, concepts, ideas, trade secrets, prototypes, plans, designs, illustrations, sourcing information, pricing, financial information, and other information about the Goods and Services, all of which belongs to the Company. Confidential Information may be expressed in oral, written, electronic or other form.

19.2 Confidential Information shall not include: (a) information that is or becomes generally known to the public other than through breach of a duty of confidentiality to the Company; or (b) information that the Purchaser had in its possession at the time of disclosure and was not acquired from the Company or a third party that owed a duty of confidentiality to the Company as evidenced by the Purchaser's pre-existing written records.

19.3 If the Purchaser is required to disclose Confidential Information by virtue of a legal requirement, the Purchaser must first give the Company prompt written notice of the potential for such disclosure and the opportunity to seek a protective order or otherwise intervene and the Purchaser must limit the disclosure to the narrowest possible disclosure and continue to protect the confidentiality of the Confidential Information. The Purchaser shall only share the Confidential Information with its employees, attorneys, and financial advisers who have a need to know the Confidential Information to enable the Purchaser to assist in the business relationship with the Company and who agree in writing to be bound by the terms of this Agreement prior to receiving any Confidential Information. The Purchaser shall not otherwise disclose the Confidential Information to any third party. The Purchaser shall protect Company's Confidential Information from unauthorised access, disclosure, or use at least to the extent and in the same manner the Purchaser protects its own similar information, but in no event shall Purchaser use less than commercially reasonable methods.

19.4 If any unauthorised access to, disclosure of, or use of any Confidential Information by or through the Purchaser occurs, the Purchaser shall promptly notify the Company and cooperate with the Company to protect against further unauthorised access, disclosure, or use. The Purchaser shall not use the Confidential Information for any reason and especially shall not in any way potentially detrimental to the Company. The Purchaser shall use the Confidential Information exclusively for the purposes of executing the Contract. The Purchaser acknowledges that ownership of and title to the Confidential Information, as well as any derivative works, improvements upon or modifications to the Confidential Information shall remain at all times with the Company and that the Confidential Information has value. At any time upon request by the Company, the Purchaser shall promptly return to the Company all Confidential Information or, at the Company's option, destroy the Confidential Information in the Purchaser's possession. The confidentiality obligations shall be valid for 10 years since the transaction.

#### 20. Indemnification

20.1 The Purchaser shall indemnify, reimburse, release, hold harmless, and defend the Company and its affiliates and their respective successors and assigns and their respective directors, officers, agents and representatives, from and against any loss, liability, claims, judgments, settlement amounts, damages, liabilities, deficiencies, expenses (including reasonable attorneys' fees and disbursements of counsel), suits and costs, directly or indirectly, caused by, arising out of or relating to: (a) the Intellectual Property Rights in the Goods supplied hereunder or the packages or containers in which they are shipped, if such Goods, packages or containers are made pursuant to or in compliance with the Purchaser's design, instruction or specifications; (b) infringement of any Intellectual Property Rights to the extent that such infringement arises from designs, specifications or instructions furnished or expressly or implicitly required by the Purchaser or use of equipment provided by the Purchaser or that the Purchaser requires the Company to use; (c) the application or the use to which Goods provided hereunder are put by the Purchaser or others; or (d) any third party claim based on an actual or alleged breach of the covenants, representations, and warranties made by the Purchaser, or any violation of data protection or privacy laws by the Purchaser. The entitlements of the Company and its affiliates and their respective successors and assigns and their respective directors, officers, agents and representatives mentioned in this Section 20 will not be available to them if the loss, liability, claims, judgments, settlement amounts, damages, liabilities, deficiencies, expenses (including reasonable attorneys' fees and disbursements of counsel), suits and costs mentioned in this Section 20 occurred as a result of their intentional act or omission.

#### 21. Governing Law and Jurisdiction

21.1 The Contract and these Conditions are subject to the law of the Republic of Poland. The courts of the Republic of Poland will have exclusive jurisdiction to settle any disputes which have arisen or which may arise in connection with the Contract and these Conditions, save that the Company may take protective proceedings in any jurisdiction it deems necessary to protect its interests. It is noted that export control, sanctions and trade compliance laws of countries other than Poland may apply to the Contract and these Conditions as set out in Section 7.