



## NEAPCO Europe sp. z o.o. General Terms and Conditions of Purchase for Non-Production Goods (GTCNG)

### 1. Main conditions

1.1 The GTCNG shall apply to any contract for the supply of non-production goods or services (hereinafter: Contract) concluded with the Supplier by Neapco Europe sp. z o.o., hereinafter referred to as Neapco.

1.2 The GTCNG and all subsequent editions of the GTCNG are available for download at [www.neapco.com](http://www.neapco.com) under Suppliers. The supplier is obliged to familiarise himself with the currently valid version of the GTCNG.

### 2. Contract

2.1 The contract between Neapco and the Supplier is concluded as follows:

2.1.1 Neapco shall send the Supplier a purchase order or scheduling agreement (hereinafter: the Order) in documentary form - by e-mail - containing, in particular, an indication of the goods/services, the price, the date of the Order and the end date of the Order or delivery date.

2.1.2 The Supplier shall check all the information contained in the Order and shall inform Neapco in case of doubt.

2.1.3 If the Supplier does not accept the Order, it shall immediately, but no later than 2 days after receipt of the Order, inform Neapco of the above. If there is no objection or if the Order is proceeded with, the Contract shall be concluded on the terms and conditions set out in the Order and the GTCNG. Neapco's Order can only be accepted without objection, so that the Supplier's sending, in response to the Order received, its own order or offer does not constitute a new offer or modification of Neapco's Order. All terms and conditions proposed by the Supplier that differ from or supplement the Order and the GTCNG shall not become part of the Contract unless Neapco agrees to them in writing.

2.2 On the basis of the concluded Contract, the Supplier undertakes to supply Neapco with goods or services in the quantity, at the time and at the price indicated in the Order.

### 3. Pricing and risk transfer

3.1 The prices indicated in the Order are fixed prices. Unless otherwise agreed, the prices include delivery to the destination (DAP) and include packaging, shipping and insurance of the products transported. The Supplier shall bear all risks until Neapco or an entity designated by Neapco fails to take delivery of the goods or services at the agreed place of delivery.

### 4. Payments

4.1 Unless otherwise stated in the Order, the payment term of the invoice is 90 days from the date of delivery to Neapco of a correctly issued invoice. The invoice must include the order/product number and be sent electronically to [e-factory@neapco.com](mailto:e-factory@neapco.com).

4.2 Neapco shall not accept: i) paper invoices in double-sided printing, ii) paper invoices delivered in parcels with the goods, iii) sent electronically to an address other than [e-factory@neapco.com](mailto:e-factory@neapco.com), iv) sent electronically in a format other than PDF, v) PDF files containing more than one invoice (only 1 invoice per 1 PDF file allowed), vi) electronically "compressed" (e.g. zip) or secured (e.g. with a password), vii) delivered simultaneously via two communication channels (e-mail and paper to Neapco's address).

4.3 In the event of defective deliveries, Neapco shall be entitled to withhold payment for the defective goods until a correct delivery has been made.

4.4 The Supplier may not assign its claims against Neapco without Neapco's prior written consent.

### 5. Confidentiality

5.1 All commercial or technical information disclosed by Neapco must be kept confidential unless it is publicly available. Such information shall remain the property of Neapco. The Supplier, with the exception of deliveries to Neapco, is not entitled to reproduce such information or use it in its business without Neapco's prior written consent.

5.2 If Neapco has agreed that the Supplier may engage subcontractors to perform its contractual obligations, the Supplier must oblige them with provisions in accordance with section 5 of the GTCNG.

5.3 The Supplier may not use Neapco's cooperation information for marketing purposes without Neapco's prior written consent.

### 6. Delivery

6.1 If the Order does not include the quantity of goods/service or the date of delivery, deliveries shall be made both in the quantities and on the dates indicated by Neapco to the Supplier by means such as schedules, calls ("call-offs"), pull signals and Neapco reports. Neapco shall not be obliged to make payment for goods delivered that exceed the quantities specified in the documents indicated above. Neapco may reschedule scheduled shipments or order a temporary suspension of scheduled shipments, which shall not entitle the Supplier to change the price for the goods or services covered by the Contract.

6.2 The date of delivery shall be the date of delivery at destination (DAP).

6.3 Neapco may refuse to accept a late delivery and withdraw from the contract to the extent not performed. In the event of a delayed delivery, Neapco may commission a third party to make a substitute delivery. The Supplier shall reimburse Neapco for any costs incurred as a result.

6.4 If Neapco accepts a delayed delivery or service, the foregoing shall not constitute a waiver of the right to charge the Supplier for the costs incurred due to the delay and the contractual penalties provided for in the GTCNG.

6.5 Partial deliveries and deliveries in excess of the order or call-up are only permitted with Neapco's prior consent.

6.6 Neapco has the right not to accept an early delivery. If Neapco accepts early delivery, it reserves the right to charge the supplier for handling and storage costs.

6.7 With regard to the number of goods, weights and dimensions, the values determined by Neapco when inspecting the goods received shall be decisive, unless the Supplier proves that the values are different.

### 7. Change

Neapco reserves the right at any time to request changes to the drawings and specifications of the goods or services, and the Supplier undertakes to make such changes promptly. Any excusable differences in price or execution time resulting from such changes will be adjusted by Neapco upon receipt of the relevant documentation.

### 8. Contractual penalties

8.1 The Supplier shall pay Neapco the following contractual penalties:

8.1.1. for delay in delivery of 0.5% of the net value of the goods or services for each day of delay,

8.1.2. for the delivery of defective goods or services in the amount of 0.5% of the net value of the defective goods or services for each day of delay starting from the scheduled delivery date until the date of proper delivery,

8.1.3. for delay in carrying out repair or replacement of defective goods or services in the amount of 0.5% of the net value of the defective goods or services for each day of delay,

8.1.4. for the filing and handling of the complaint process by Neapco in the amount of €200 for each justified complaint.

8.2 Neapco reserves the right to claim damages in excess of the liquidated damages.

### 9. Force majeure

9.1 An unforeseeable, unavoidable and serious force majeure event (such as war, terrorist attack, riots, natural disasters, fire) shall relieve the Parties of their obligations to perform the Contract for the duration of the event and to the extent of its impact.

9.2 Labour disputes, strikes, lockouts, shortages of employees, raw materials, materials, means of transport, supply chain disruptions are not force majeure and do not relieve the Parties of their obligations.

9.3 The Supplier shall immediately inform Neapco of the occurrence of force majeure and the expected date of resumption of deliveries.

9.4 Neapco may withdraw from the contract within 30 days of being informed by the Supplier of the occurrence of force majeure.

### 10. Subcontractors/Transfer of Contract

10.1 The performance of the contract by subcontractors is subject to Neapco's prior written consent. This consent may be subject to additional conditions to be met by the subcontractor.

10.2 Neapco is entitled to transfer its contractual rights and obligations to third parties, including associated companies. If Neapco transfers its contractual rights and obligations, it guarantees the Supplier the full performance of all contractual obligations by the person to whom they are transferred.

### 11. Quality and documentation

11.1 The Supplier undertakes to perform the Contract in accordance with all Neapco's quality, packaging and other requirements set out in the documents provided or agreed with the Supplier.

11.2 Unless otherwise indicated in the Order, the Supplier guarantees the delivered goods or service for a period of 36 months from the date of delivery.

11.3 In the event of repair or replacement of goods or services, the warranty period shall run anew.

11.4 At the time of delivery, the goods and packaging must be clean, free of rust, fungus and moisture.

### 12 Social responsibility and environmental protection

12.1 The Supplier undertakes to comply with labour, human rights, environmental and occupational safety legislation and to strive to reduce the negative effects of its activities on people and the environment. The supplier guarantees compliance with management systems in accordance with ISO 14001 and ISO 50001, Regulation (EC) No 1907/2006.

12.2 The Supplier or persons on the Supplier's behalf on Neapco's premises shall comply with health and safety and other regulations applicable to the premises. Neapco shall not be liable for damage to the person or property of the Supplier or persons on behalf of the Supplier, unless caused by intentional acts or gross negligence of Neapco's duties.

### 13. Liability for defects

13.1 At the time of delivery, Neapco shall carry out a quantity acceptance. Inspection of the goods in terms of quality shall take place within the time resulting from Neapco's production process, Neapco is not bound by any deadline in this respect. Neapco shall inform the Supplier of defects in the delivered goods or services as soon as they are discovered.

13.2 If the delivered goods or service have defects, Neapco shall notify the defect demanding at its sole discretion: removal of the defect, delivery of new goods or services free of defects, reduction of the price. Notwithstanding the foregoing rights, Neapco may withdraw from the contract to the extent of the lot of which the defective goods or services were part or withdraw from the contract to the extent not yet performed.

13.3 The Supplier shall rectify the defect or provide new, defect-free goods or services within 48 hours of being notified of the defect, unless Neapco grants a longer period. The complaint may be sent by e-mail to the e-mail address available to Neapco. Sending the complaint by e-mail is equivalent to notification of the defect. In the event of a delay in repair or replacement, Neapco may repair the defect or buy a non-defective good at the Supplier's expense and risk.

13.4 The Supplier shall be obliged to reimburse Neapco for all costs, Neapco has incurred as a result of the untimely or missing delivery or defectiveness of the delivered goods or service, which shall consist of, among other things, the costs of transport, labour and materials, the costs of substitute purchase of goods or service, the costs of inspection of the batch of goods in the event that a defect is detected in the goods of the batch, the costs Neapco has been charged by its customers as a result of the defective or untimely delivery of goods or services.

13.5 The Supplier shall have liability insurance. The Supplier shall be obliged to submit the insurance policy to Neapco upon request.

### 14 Applicable law, place of jurisdiction

14.1 In matters not regulated, Polish law shall apply. The application of the UN Convention of 11 April 1980 on Contracts for the International Sale of Goods is excluded.

14.2 The place of jurisdiction shall be the court having jurisdiction over Neapco's registered office.

### 15 General provisions

15.1 If any provision of the Contract becomes invalid or ineffective, the remainder of the Contract shall remain in force. The parties are obliged to replace the invalid provision with a provision that comes as close as possible to the economic effect.