

GENERAL TERMS AND CONDITIONS OF PURCHASE OF TELE-FONIKA KABLE S.A. No 1/2021 from 1st January 2022

I. DEFINITIONS

The terms used in the General Terms and Conditions of Purchase shall imply :

- 1) Terms & Conditions - these General Terms and Conditions of Purchase, as amended by the Buyer, available on the Buyer's website at https://www.tfkable.com/en_pl/news/documents/the-general-terms-and-conditions-of-purchase.html
- 2) Buyer - TELE-FONIKA Kable S.A. with its registered office in Myślenice, address: H. Cegielskiego 1, 32-400 Myślenice, entered into the Register of Entrepreneurs of the National Court Register, kept by the District Court for Kraków - Śródmieście in Kraków, 12th Commercial Division of the National Court Register under KRS No.: 0000491666, holding tax identification number (NIP) No. 6260004386, REGON statistical No. : 270543582, Waste Transfer Note (BDO) No.: 000011698, share capital of PLN 759,000,000.00, fully paid up, being a large entrepreneur within the meaning of the Act of 8 March 2013 on combating excessive delays in commercial transactions (uniform text Journal of Laws of 2020, item 935, as amended),
- 3) Supplier - any entity entering into the Contract with the Buyer, not being a consumer within the meaning of Article 22 (1) of the Act of 23 April 1964 Civil Code (uniform text Journal of Laws of 2020, item 1740), referred to as the Civil Code,
- 4) **Purchase Order - a statement made on behalf of the Buyer by an authorised person, addressed at the Supplier, representing an offer to enter into a Contract, within the meaning of Article 66 of the Civil Code,**
- 5) Authorised Person - a person making declarations of will or other statements referred to in the Terms & Conditions on behalf of the Buyer in accordance with the Buyer's representation rules or pursuant to a power of attorney granted to the Buyer,
- 6) Contract - a contract for sale or supply of Goods by the Supplier to the Buyer, or other similar contract, concluded on the basis of the Buyer's Purchase Order and under terms and conditions specified in the Terms and Conditions of Purchase,
- 7) Products - products, raw materials, articles, equipment, devices, machinery and other items as well as parts of the foregoing, as well as rights, claims and receivables, which are the subject of the Purchase Order or the Contract,
- 8) Services - services, works, works that are the subject of a Purchase Order or Contract,
- 9) Service Deliverables - documents, products, materials developed or provided by the Supplier under or in connection with the Services in any form, including parts thereof,
- 10) Goods - Products, Services, Service Deliverables,
- 11) Agreed Form - one of the following forms for making declarations of will and knowledge listed in the Terms and Conditions of Purchase or related to the performance of or referring to the Contracts: i) written form, for which it shall be sufficient to place a handwritten signature on a document comprising a declaration of will, or ii) qualified electronic form, for which it shall be sufficient to make a declaration in an electronic form and affix a qualified signature, or iii) making a declaration of will by sending it by e-mail. If provisions of applicable law provide for the obligation to maintain a form as specified above for the validity of a legal transaction, a Contract shall be concluded only

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if declarations of will of the Buyer and the Supplier necessary to conclude a Contract are made in the required form,

- 12) Business day - every day that is not a Saturday or a public holiday within the meaning of the Act of 18 January 1951 on public holidays (uniform text Journal of Laws of 2020, item 1920) and regulations issued under this Act,
- 13) Polish legislation - i) the provisions of Polish law, which represent the law chosen to govern all legal relations concluded under these Terms and Conditions of Purchase, including the Contracts; The provisions of Polish law shall include the provisions of the law effective in Poland (including international law and the law made by an EU body having direct impact), common and local law, decisions of the Polish public authorities, decisions of Polish common and special courts, the Supreme Court, the Supreme Administrative Court as well as industry-specific standards binding in Poland and binding for the Buyer; and furthermore ii) mandatory provisions of the law in force in other countries than Poland if, despite the choice of Polish law, they are applicable to these Terms and Conditions of Purchase or to the Contracts, even if only partially.

II. SCOPE OF THE TERMS AND CONDITIONS OF PURCHASE

1. These Terms and Conditions shall apply to the Contracts concluded by and between the Buyer and the Suppliers, both in domestic and foreign trade, pursuant to a Purchase Order placed by the Buyer and in accordance with the procedure referred to in Section III of these Terms and Conditions. If the cooperation

between the Buyer and the Supplier is regulated by a written agreement between the parties, application of these Terms and Conditions to such cooperation requires an express provision of the relevant agreement.

2. **These Terms and Conditions of Purchase represent an integral part of the Purchase Order and hence of the Contract concluded by and between the Buyer and the Supplier. Confirmation of the Purchase Order by the Supplier represents full acceptance of these Terms and Conditions of Purchase.**
3. The Supplier's terms and conditions of sale, terms of purchase, terms of service, template contracts or any other similar regulations shall not apply to the Contracts, even if they are known to the Buyer or have been indicated in the Supplier's documents provided to the Buyer or made available on the Supplier's website (e.g. offer, Purchase Order Confirmation, invoice, etc.) or concern any issues not regulated by these Terms and Conditions or by the Contract, unless the Buyer expresses in writing, under the pain of nullity, its consent to the application of the Supplier's terms and conditions to a certain Contract.
4. **Any deviation from these Terms and Conditions may only result from different arrangements made by the Parties in the Contract. The arrangements of the Parties in the Contract shall take precedence over these Terms and Conditions.**
5. The Supplier's acceptance of a Purchase Order shall be deemed to be the Supplier's acceptance of the Terms and Conditions as part of all future Purchase Orders and Contracts until these Terms and Conditions have been amended or revoked, of which the Supplier shall be notified.

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6. All announcements, price lists, advertising materials and other materials regarding the Goods made available to the Buyer or addressed to the general public by the Supplier do not represent an offer within the meaning of Article 66 of the Civil Code.

III. CONTRACT CONCLUSION

1. A purchase order shall never represent acceptance of a designated or potential offer by the Buyer, even if it is made after the Supplier has filed an offer to the Buyer in the meaning of Article 66 of the Civil Code.
2. The purchase order shall be submitted in the Agreed Form. The Purchase Order shall include: the type and volume of the Goods ordered, the exact characteristics of the Goods ("Specification"), the place of delivery of the Goods (including the delivery of services, performance of the Work, etc.), the date of delivery (performance of the services, the Work, etc.), the Incoterms 2020 terms, the net price or remuneration, or the basis for determining the same, and the date and terms of payment (including the currency in which the price or remuneration is expressed and the currency of payment). If technical documentation is part of the Goods description, it should be attached to the Purchase Order as its part.
3. The Supplier should state to the Buyer in the Agreed Form whether it acknowledges the Purchase Order or rejects it, not later than within 2 (two) Business Days from receiving it. The confirmation of the Purchase Order is the confirmation which represents the acceptance of the Purchase Order in its entirety: without additions, modifications or reservations. The Supplier's decision to reject the Purchase Order should have a rationale attached. No reply by the

Supplier within the aforementioned timeframe shall be deemed as the Purchase Order acknowledgement . The Supplier's commencement of performance of the Purchase Order shall also be deemed as Purchase Order acknowledgement the Purchase Order.

4. The Contract consists of the Buyer's Purchase Order and the Supplier's confirmation of the Purchase Order.
5. The Contract is deemed to have been concluded when the Buyer has received the Purchase Order confirmation or when the time limit specified in Section 3 hereinabove has expired, but not later than when the Supplier has executed the Contract. If the Supplier has informed the Buyer about Purchase Order confirmation but the confirmation differs from the Purchase Order, contains reservations, additions or modifications of the Purchase Order - the Contract shall be concluded provided that the Buyer accepts the confirmation within 2 (two) Business Days . Any deviations from the Purchase Order should be described unambiguously in the Purchase Order confirmation. The Buyer's failure to reply within the aforementioned timeframe shall be deemed to be a refusal to accept the confirmation, which case will lead to the failure of Contract confirmation .
6. Any amendments to the Contract shall require the consent of the Supplier and the Buyer expressed in an Agreed form.
7. The delivery of the Products and the delivery of Services shall be adhere to the terms and conditions set out in the Contract and to the extent not covered by the Contract, in adherence to the terms and conditions referred to in the Terms and Conditions.

IV. SUPPLIER'S GENERAL OBLIGATIONS

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1. The Supplier shall deliver the Goods to the Buyer:

- 1) new and unused unless the Purchase Order states otherwise,
- 2) complete, corresponding to the description, Specification, technical documentation defined in the Contract and other terms and conditions set forth in the Contract,
- 3) which complies with the provisions of applicable law, as well as with industry standards and good market practice, where these exist and are not contrary to the Contract;
- 4) which meets the safety requirements required by the Buyer, including those relating to health and safety and environmental (HSE) protection,
- 5) placed on the market in the area where it is to be used for its intended purpose,
- 6) of high quality and fit for the purpose set forth in the Contract or for the purpose communicated to the Supplier by the Buyer, expressly or implied ,
- 7) free of any defects.

2. The Supplier shall comply with all and any laws and regulations referring to the manufacturing, packaging, labelling, storage, loading of Products, Service Deliverables and delivery of Services.

3. The Supplier shall hold for at least the duration of its obligations under the Contract or the Terms and Conditions the licences, permits, approvals, authorisations or consents required for their execution.

4. The Supplier shall comply with and ensure the compliance by its personnel and subcontractors with the principles set forth in the UN Guiding Principles on Business and Human Rights and furthermore in the

Buyer's internal regulations, if these have been made available to the Supplier.

5. The Supplier is obliged to carefully examine the characteristics of the Goods specified in the Purchase Order, including the technical documentation provided to the Supplier with or in connection with the Purchase Order. Confirmation of the Purchase Order implies that the Supplier confirms the correctness and completeness of the documentation.

6. The Supplier shall be responsible for the correctness and completeness of the characteristics of the Goods Goods and the technical documentation of the Goods prepared by it as well as received from the Buyer and confirmed by the Supplier.

7. The Supplier shall provide, at its own expense and risk, the tools, resources, materials, raw materials, personnel, financial and other resources needed to perform the Contract.

V. TERMS AND CONDITIONS FOR PRODUCT DELIVERY

1. The Supplier is obliged to deliver the Products to the Buyer within the time limit set forth in the Purchase Order, at its own expense and risk, in accordance with DDP terms (Incoterms 2020) , to the destination indicated in the Purchase Order, in the territory of Poland. If the Purchase Order does not specify a delivery date, this date shall be 8 weeks from the Contract Date .

2. The Supplier shall be obliged to notify about Product deliveries. The Buyer may provide the Supplier with a delivery notification program.

3. The date of Goods delivery shall be the date at which the Goods are handed over to the Buyer or any other

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person authorised by the Buyer in accordance with the Incoterms 2020 has accepted terms and conditions.

4. Partial deliveries shall require the prior consent of the Buyer expressed in the Agreed Form.
5. The delivery deadlines reserved for the Products shall be deemed to be material (the smooth operation of the Buyer's business depends on the compliance with them) and the Supplier shall be liable for their non-observance, with the proviso that it shall not be liable only if the delay in delivery of the Products results from a Force Majeure event or from causes attributable solely to the Buyer.

VI. TERMS AND CONDITIONS FOR THE DELIVERY OF SERVICES

1. The Supplier is obliged to perform the Services at the time and place indicated in the Purchase Order, in the territory of Poland. If the Purchase Order does not specify the date of Service delivery, they should be performed immediately after the Contract Date. In the event of continuous delivery of Services, unless the Contract states otherwise, the Services should be delivered from the Contract Date until the date of Contract objective achievement or the Contract has been terminated/withdrawn from the Contract.
2. The deadlines reserved for the Service delivery shall be deemed to be material (the smooth running of the Buyer's business depends on the compliance with them), and the Supplier shall be liable for the failure to comply with them, provided that it shall not be liable only and exclusively when the delay in the Service delivery has been caused by Force Majeure event or by due to other reasons solely attributable to the Buyer.
3. During Service delivery, the Supplier shall: co-operate with the Buyer in all matters relating to the Services and comply with all Buyer's instructions and perform the Services with the utmost care expected from the professional.
4. The Supplier shall ensure that the Services shall only be delivered by the Supplier's experienced and qualified personnel and, upon the Buyer's request, such personnel shall have designated education, experience, skills (including knowledge of the designated language), as evidenced by prescribed certificates, certifications or permits, and such documents shall be provided by the Supplier to the Buyer upon request.
5. Upon the Buyer's request, especially when Services or other obligations under the Contract are to be performed outside the Supplier's premises or off-site (e.g. on the Buyer's premises or on the Buyer's customer's premises), the Supplier shall ensure compliance with all health, safety, environmental and other legislation applicable there, which the Buyer shall make available to the Supplier. Upon the Buyer's request, the Supplier shall maintain and make available to the Buyer name lists of personnel delivering the Services.
6. Upon the reasonable request of the Buyer, the Supplier shall make changes to the personnel providing the Services.
7. The Supplier obliged to perform Services on the Buyer's or a third party's premises shall at all times keep the premises on which it performs such Services clean and tidy - to the extent that dirt or untidiness is attributable to the Supplier or is a result of the delivery of such Services.

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8. The Supplier is obliged to keep the Supplier informed of the Services' status as well as to issue the Service Deliverables to the Buyer in a timely manner.

VII. PACKAGING AND DELIVERY NOTES

1. The Supplier shall deliver the Products to the Buyer properly marked, packed, secured, together with any documents, materials or instructions specified by law, the Contract or the Conditions.
2. The products shall be labelled on the outside, legibly, in accordance with the law, the Contract or the Terms and Conditions, and shall also bear markings indicating special storage conditions.
3. Each Product shall additionally bear the Purchase Order number, the number of the delivery document, the quantity or its net or gross weight, the manufacturing date, the manufacturer's batch number and the expiry date.
4. The method of packaging should correspond to the characteristics of the Product and ensure its integrity and inviolability. The method of packaging shall be specified in the Contract, and in the absence of, or in addition to, such provisions, the provisions of law.
5. The Supplier is obliged to attach to each delivery a delivery document containing the following data: date and number of the Purchase Order, type and quantity of the Products covered by the Purchase Order, and if the Products are delivered in instalments - the outstanding quantity of the Products to be delivered, and additionally instructions concerning special storage conditions, warranty cards, instructions for use and other information required by the Polish or other applicable law.

6. If the Product is a hazardous substance, the Supplier shall be obliged to provide the Buyer with a "safety data sheet" (or other equivalent document) of the hazardous substance and to mark the Product accordingly.
7. If the Supplier uses returnable packaging, information on when and under what conditions it will return the packaging must be included in the invitation to tender or in the Purchase Order confirmation, provided that the Terms and Conditions or the Contract take precedence over such information in the event of any differences between them. Returnable packaging will be collected at the Supplier's expense. Returnable packaging will be collected within 7 days from the Buyer's notifying the Supplier that it is ready to be returned. The Supplier is obliged to take back packaging and packaging waste of hazardous substances from the Buyer and to confirm that fact on a "Waste transfer note" within 7 days from the date at which the Buyer notified the Supplier that he was ready to return it.
8. In the case of deliveries subject to customs clearance to be performed by the Buyer, the Supplier shall make available to the Buyer all necessary documents and information required by the customs or tax authorities for customs clearance (with due regard to customs preferences, if any), as well as other proceedings conducted by the customs or tax authorities.
9. The Supplier shall be obliged to provide the Buyer with approvals, declarations, quality certificates, technical and operating documentation, certificates or copies of certificates, manufacturer's guarantees, instructions for using the Product and other documents concerning the Products and resulting from legal regulations or indicated in the Contract, together with the Products'

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delivery at the latest . The documents specified in the preceding sentence should be delivered in Polish if they are intended for marketing in the territory of Poland or in English in other cases.

10. The Supplier shall bear the risk of any damage to the Products resulting from improper labelling, packaging, protection or failure to attach the required complete documents, materials and instructions.
11. The Buyer shall be entitled to refuse to accept the delivery of the Products, if the required documents specific to the Products are not provided in advance or at the same time, or if the other requirements listed above have not been met.

VIII. INSPECTIONS, TESTS, EXAMINATIONS AND APPROVALS

1. The Buyer shall have the right to carry out inspections, audits or other checks on the premises or other sites of the Supplier where it manufactures the Products or delivers Services or other obligations set forth in the Contract at any time to verify that the Supplier is performing its obligations in compliance with the Contract.
2. The Buyer shall have the right to carry out tests of Products or Services, or request that such tests be carried out by the Supplier, on the Supplier's premises or other sites where the Supplier manufactures Products or delivers Services or performs other obligations set forth in the Contract, at any time to verify that the Supplier is performing its obligations under the Contract. In the event of a test failure, the Buyer may request a retest or tests at the Supplier's expense.
3. Upon the Buyer's request driven by a need to check whether the Supplier is performing the Contract correctly or whether the correct performance of the Contract is not in jeopardy, the Supplier shall provide all information requested by the Buyer.
4. Each Party shall bear its own expenses arising from the exercise by the Buyer of the rights set forth in Sections 1 and 2 above (subject to the last sentence of section 2), and the exercise of such rights shall not affect the agreed dates for the performance of obligations set forth in the Contract. In the event of any irregularities in the performance of the Supplier's obligations under the Contract, the costs of rectifying such irregularities shall be borne by the Supplier.
5. The exercise or non-exercise by the Buyer of the rights set out in sections 1 and 2 above shall not be deemed to constitute acceptance by the Buyer of the Products or Services and shall not limit or exclude the Supplier's liability for the Products or Services, in particular liability under any warranty or guarantee.
6. In the event of finding any irregularities in the performance of the Agreement in the course of the above-mentioned inspections or tests (sections 1 and 2 above), the Supplier shall be obliged to immediately rectify them and notify the Buyer thereof.
7. The Buyer shall have the right, but not the obligation, to examine: Products subject to the delivery and delivered by the Supplier to the place of delivery as well as the Services subject to the Contract (including the Service Deliverables). The Buyer may carry out such examination himself or authorise third parties to do so. If any obligation to examine the subject matter of the delivery/Services would be incumbent upon the Buyer under any applicable law, such obligation is hereby excluded.

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8. If in the course of the examination, referred to in Clause 7 hereinabove, a defect (quantitative or qualitative) has been found, the Buyer may refuse acceptance of Products or Services and demand their delivery in compliance with the Contract; the Buyer may also perform acceptance and exercise its rights under these Terms and Conditions of Purchase following warranty clauses and provisions of applicable law, e.g. relating to warranty and other defect claims.
9. The Buyer or a third party authorised by it shall accept the Products or Services without undue delay when the following conditions have jointly been met: (i) the Supplier has delivered all Products, Service Deliverables, performed all Services and delivered all documentation in accordance with the Terms and Conditions, the Contract or as required by law, (ii) the Products, Service Deliverables or Services in accordance with the Contract or the Buyer's request have passed tests on the Supplier's premises or other tests requested by the Buyer, (iii) the Buyer's customer who is the purchaser of the Products, Service Deliverables or Services from the Buyer, has signed an unqualified final acceptance report covering the Products, Service Deliverables or Services; Where applicable and agreed by the Buyer and the Buyer's customer, subject to notification given to the Supplier, such signing of a final acceptance report by the Buyer's customer may also represent an acceptance report by the Buyer's customer. As the case may be and as agreed by the Buyer and the Buyer's customer, subject to giving notice by the Supplier, preparation of such acceptance report by the Buyer's customer may also represent acceptance of the Products, the Service Deliverables or the Services by the Buyer from the Supplier; the date of such acceptance shall be the date

of delivery of the Products or performance of the Services by the Supplier. The acceptance shall be confirmed by a hand-over certificate signed by both parties, whereas the certificate date shall be the date of delivery of Products or performance of the Services.

IX. TRANSFER OF OWNERSHIP TITLE AND RISK TO THE BUYER

1. Risk of Products' damaging or loss shall be transferred from the Supplier to the Buyer at the time of acceptance of the Products by the Buyer or a third party duly authorised by the Buyer.
2. The ownership title to the Products shall be transferred from the Supplier to the Buyer along with the risk as described above.
3. Any reservations which make the transfer of ownership title to the Products to the Buyer conditional upon full payment of the price shall not apply (they shall be deemed not to have been reserved).
4. Where under the Contract the Buyer accepts the Products at a consignment warehouse (storehouse), in the absence of contrary provisions in the Contract from the moment of such acceptance, the Buyer shall be obliged to exercise due care over the Products, and the ownership title to the Products shall pass to the Buyer from the moment of taking the Products from the consignment warehouse, and from that moment the risk described in sub-clause 1 above shall be transferred to the Buyer.

X. PRICES, REMUNERATION AND TERMS OF PAYMENT

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1. The Buyer undertakes to pay in due time for the ordered and accepted Products or Services the price or remuneration agreed in the Contract.
2. The prices for the Products are lump-sum prices and include all work, services, materials, documents and other things to be performed or delivered along with the Products' delivery, as well as all costs and expenses, direct and indirect, to be incurred by the Supplier in order to be able to perform the Products' delivery and to perform other related obligations under the Contract. The above provision shall also apply to the remuneration for the Services (including the Service Deliverables).
3. The Supplier shall not be entitled to claim reimbursement of expenses, however, if the Contract provides for reimbursement of expenses, this may only take place in respect of expenses accepted by the Buyer in an Agreed Form, prior to the expense being incurred.
4. The prices of Products or remuneration for Services indicated in the Contract are expressed in net values, to which VAT must be added at the applicable rate.
5. The prices of Products and remuneration for Services shall be expressed in PLN for Products' deliveries and delivery of Services in the territory of Poland and shall be paid in that currency. The prices of Products and remuneration for Services shall be expressed in EUR for deliveries of Products and provision of Services outside the territory of Poland and shall be paid in that currency. The Buyer may specify a different currency in the Purchase Order for settlements within the territory of Poland (especially EUR, GBP, USD) or outside it.
6. Whenever it is required to pay the price of Products expressed in PLN or remuneration for Services expressed in EUR or another currency, and when under (other) tax regulations it is required to convert a price or remuneration expressed in a foreign currency into PLN, the conversion shall be made according to the average exchange rate of the National Bank of Poland prevailing at the date of issuing an invoice for certain Products or Services.
7. If the Product packaging is not returnable, then the Product price comprises the packaging.
8. The Supplier shall issue a VAT invoice on the basis of a Goods' acceptance certificate, signed by the Buyer, along with appropriate Goods' documentation, confirming the Contract execution. In the case of partial deliveries of the Goods, separate invoicing of partial deliveries is permitted. In the case of Services charged on an hourly basis or in the case of reimbursement of expenses for the provision of Services by the Supplier, the Supplier shall, prior to issuing an invoice, provide the Buyer with a specification of the Services or expenses in an Agreed Form and obtain the Buyer's approval thereof.
9. The Supplier is obliged to include the Purchase Order number on all documents confirming the delivery of Products or the provision of Services, such as VAT invoices, product specifications or shipping documents, or else the documents in question shall be deemed incomplete and shall not give rise to payment.
10. Payment of the Supplier's receivables shall be made within sixty (60) days from the VAT invoice date, by virtue of a transfer order crediting the Supplier's account.
11. Payment for the delivery of Products or Services performed by the Supplier registered for VAT purposes, as an active VAT taxpayer, shall be made to a bank account included in the list of entities, referred

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to in Article 96b of the Act of 11 March 2004 on tax on goods and services, hereinafter referred to as the Act on tax on goods and services (uniform text Journal of Laws of 2021, item 685, 694), the so-called white list of VAT taxpayers.

12. In case of settlements in foreign currency, the Supplier shall provide the number of the bank account in PLN currency enabling to make the VAT payment using the split payment mechanism referred to in Article 108a of the Act on Goods and Services Tax.
13. In case of sale of goods or services listed in Appendix 15 to the Act on Value Added Tax, the Supplier shall be obliged to include the annotation "split payment mechanism" on the invoice.
14. In the event that an issued VAT invoice does not comply with tax regulations, the Terms and Conditions or the Contract, payment of the amount due shall be withheld until a corrective invoice has been sent, and in the meantime the maturity of amount due shall be suspended.
15. The date of payment shall be the date on which the Buyer's account is debited.
16. The Buyer declares that it is a VAT payer and that it has tax identification number: 626-000-43-86.
17. The Buyer shall be entitled to set off his receivables against the Supplier's receivables from the Buyer, even if they are not yet due. The Supplier may not set off his receivables against the Buyer's counterclaims without the Buyer's prior consent given in the Agreed Form. The set-off shall be deemed to have been performed with retroactive effect, i.e. from the moment it became feasible .
18. If payment is delayed for more than 14 days, the Supplier shall be entitled to charge interest for the

further period of delay under the applicable Polish legislation.

XI. LIABILITY FOR DEFECTS AND WARRANTY

1. The Supplier warrants and guarantees that the Goods comply with the terms and conditions set forth in Section IV, paragraph 1 of the Terms and Conditions.
2. The Supplier warrants and guarantees that the Services are delivered with the utmost care required from a professional.
3. The Supplier shall be liable for all defects in the Goods (legal defects and physical defects).
4. The Buyer's right to inspect, test or otherwise verify the Supplier's performance of the Contract, the Buyer's exercise of these rights and any consents, waivers or other representations made by the Buyer in respect of the Goods shall not affect the Supplier's liability for Goods' defects.
5. The Supplier warrants the Goods for a period of sixty (60) months from the acceptance of the Goods by the Buyer (quality warranty). If the Buyer is to extend or has extended a warranty to a third party on products, services or a system of which the Product, Service Deliverables or Service is a part, the Buyer may request a warranty for a period longer than indicated in the first sentence - but not longer than a total of 120 months from acceptance date - with respect to such Goods.
6. Under the warranty , the Supplier shall remove at its own expense and effort any defects of which it has been notified before the warranty period has expired.
7. The Buyer undertakes to notify the Supplier of the defect in the Agreed Form within fourteen (14) days of its finding out .

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8. The Supplier shall be obliged to confirm receipt of the defect notification (by e-mail) within 24 hours from receiving the defect notification.
9. The Supplier shall remove a material defect (i.e. a defect which results in loss or reduction of the usefulness, functionality or value of the Goods) within 7 days from its notification, and a non-material defect within 14 days from its notification.
10. In exceptional cases, justified by the nature and consequences of the defect (e.g. life and health hazard situation or property of significant size), the Buyer may, in the notification of the defect, specify shorter deadlines for its removal, however, not shorter than 48 hours.
11. According to the Buyer's discretion, whether at the time of notification of defect or subsequently, rectification of defects shall involve: i) in the case of Products: repair of the Product or supply of new Products free from defects, ii) in the case of a defect in Services or the result of a Service: the re-performance of the Service or the result of the Service in whole or in part affected by the defect and, if the defect results in damage to the Products, point i) shall also apply.
12. When the Supplier removes the defect to the satisfaction of the Buyer, the Buyer shall accept this by signing a certificate of defect removal.
13. If i) the Supplier has failed to rectify the defect under the above provisions, or ii) the Supplier has failed to meet the aforementioned deadlines for rectifying the defect, or iii) it is impossible or inexpedient for the Supplier to rectify the defect (e.g. because of the need to rectify the defect quickly to avoid damage), then the Buyer shall have the right (but not the obligation) to rectify the defect himself (or have it rectified by another party) at the Supplier's expense and risk.
14. If i) the Supplier has failed to rectify a defect under the above provisions, or ii) the Supplier has failed to meet the aforementioned rectification deadlines, or iii) the Buyer has considered that rectifying the defect may be unreasonable (taking into account the effect of the defect or its rectification on the Buyer), then the Buyer shall be entitled, instead of calling upon the Supplier to rectify the defect or rectify it himself, to reduce the price/remuneration of the affected Goods accordingly or to withdraw from the Contract relating to such Goods partially or in its entirety.
15. If the same or a very similar defect affects 5% of the Goods in a certain shipment (serial defect), then the Buyer may, at its own discretion: i) demand that the Supplier replace all the Goods from a given shipment with new ones or ii) withdraw from the Contract partially or in its entirety.
16. The removal of the defect and its consequences shall be carried out entirely at the Supplier's expense. In addition, the Supplier shall immediately compensate the Buyer for all costs and damages incurred by the latter as a result of or in connection with the defect, removal of the defect or failure to remove the defect, including, but not limited to, the benefits payable by the Buyer to a third party as a result of or in connection with the occurrence or removal of the defect.
17. The warranty period for Products or parts thereof that have been repaired or replaced with new ones and for Services or Service Deliverables that have been restored, as well as for other repair work that has been carried out by the Supplier, shall be extended by the time that has elapsed between the notification of the defect in question and the signing of a certificate of defect rectification by the Buyer.

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18. The Supplier shall be entitled, and upon the Buyer's request obliged, to examine the defect in the Product or Services at the place where the Product is located or where the Services were performed or at any other appropriate place.
 19. If a defect in a Product or Service has been found out, the period for payment for the affected Products or Services shall be calculated (and the period for payment shall commence) from the date on which the defect has been remedied. The payment for Products or Services claimed to be defective shall be withheld pending the outcome of any such investigation, if such investigation has not confirmed the defect. In the event that the Buyer has paid for defective Products or Services before a defect was reported, the Supplier shall be obliged to refund the price paid or remuneration for them, and in such event the Buyer shall be entitled to set off the claim for such price or remuneration against any counterclaim of the Supplier against the Buyer under the same or another Contract.
 20. Provisions on warranty do not exclude or limit rights that the Buyer is entitled to under warranty for defects or other titles. The warranty period is 60 months from the date of acceptance of Goods by the Buyer, unless a longer warranty period is set forth in the effective law .
- subject matter of the Contract; for the duration of the Contract as well as the guarantee or warranty period for the Goods covered by the Contract.
2. The scope of insurance coverage should include civil liability for tort (tort liability) and civil liability for damage resulting from failure to perform or improper performance of an obligation (contractual liability), civil liability for damage caused by a manufactured or delivered Product or a performed Service. The insurance shall cover material damage, pure financial loss and personal injury caused to third parties. The insurance shall also cover damages caused by a defect of the delivered Product, including damages resulting from mounting, fixing or placing a defective Product consisting in bearing the expenses of removing the defective Product and replacing it with the non-defective one, damages resulting from being in default or misperformance of the obligation by the Supplier, including damages resulting from the Supplier's gross negligence and wilful misconduct. Damages resulting from liability for environmental pollution shall be also covered by insurance . The scope of insurance shall also include the employer's third party liability, damages caused to underground installations and devices, property located in the area of carried out assembly works as well as damages caused by machines or vehicles not subject to compulsory insurance of third party liability of motor vehicle owners. The geographical scope of insurance should cover Poland and the world.
 3. The Supplier shall compensate the Buyer for all damages, losses and expenses incurred by the Buyer as a result of or in connection with the Supplier's Contract performance , and shall indemnify the Buyer against all claims of third parties against the Buyer,

XII. SUPPLIER'S THIRD PARTY LIABILITY POLICY, LIMITATION OF BUYER'S LIABILITY

1. The Supplier shall be obliged to have a third party insurance contract, concluded with a renowned insurer with a strong rating (minimum A grade), for an amount and under conditions guaranteeing insurance against risks and liability under the Contract, according to the

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which arise as a result of or in connection with the Supplier's or the Buyer's performance of the Contract or whenever legal regulations provide grounds for a third party to make claims against the Buyer, with particular reference to damage caused by a hazardous product, personal injury or damage caused by a breach of intellectual property rights.

4. The Buyer's liability in connection with events relating to the Terms and Conditions or the Contract(s), including their conclusion, termination or execution, is limited to wilful damage and furthermore only to actual damage that is a direct consequence of the events causing damage. The Buyer shall not be liable for damages caused by negligence or recklessness, lost profits, indirect consequences of the event causing the damage, damages with a long incubation period, revealing after some time from the event, future damages, damages that are a result of secondary events caused by the primary event as well as damages suffered by third parties, including entities related to the Supplier or the Supplier's personnel. The exclusion or limitations of liability set out above shall not apply in the event that such exclusion or limitations of liability are prohibited by compulsory provisions of law - and only to the extent that it is necessary to safeguard the compliance of the Terms and Conditions with the provisions of law under specific circumstances.
5. The Buyer's liability in connection with events relating to the Terms and Conditions or Contract(s), including their conclusion, termination or performance, shall be limited to the value of the Product (price) or Service (remuneration) in connection with which the Product or Service (Service Deliverable) is claimed, and in other cases shall not exceed the total price or remuneration

of the Contract to which the claim relates. The above shall not apply if mandatory provisions of law prohibit such limitation of liability, but only to the extent that it is necessary to ensure compliance of the Terms and Conditions with the provisions of law in a specific case.

6. In the event that the Supplier:
 - 1) has failed to deliver the Products within the agreed timeframe, he is obliged to pay the Buyer a contractual penalty accounting for 0.5% of the price of not delivered Products for each day of delay in performing this obligation;
 - 2) failed to perform the Services within the agreed timeframe, he shall pay the Buyer a contractual penalty accounting for 0.5% of the remuneration for the not performed Services for each day of delay in performing such obligation;
 - 3) has failed to fulfil the obligation to remove the defect on time, he is obliged to pay the Buyer a contractual penalty accounting for 0.5% of the price of the Product or remuneration for the Service concerned by the defect for each day of delay in fulfilling this obligation;
7. The Buyer shall be entitled to claim damages exceeding the amount of the stipulated contractual penalty on the general principles laid down in legal regulations.

XIII. SECURITY DEPOSIT

1. Subject to sections 2 and 3 below, the Buyer may request the Supplier to establish adequate security deposit for the Contract performance by the Supplier, in an appropriate form and within an appropriate timeframe. Reasonable cause shall be understood as a situation when the Buyer is obliged under a contract

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with a third party to establish such security deposit for the benefit of the third party in connection with the Goods supplied by the Supplier. The type (taking into account the rating of the financial institution issuing the certificate) and size of the security deposit to be provided by the Buyer for the benefit of the third party justifies the application of an analogous type and size of security deposit by the Supplier for the Buyer (within the scope of the subject matter of the Contract). The occurrence of delays in the delivery of the Goods or irregularities in the Contract performance by the Supplier or the Buyer becoming aware of any disturbances in the Supplier's activity which may threaten the Contract performance shall also represent reasonable grounds for requesting that a security be established. The Buyer may request a security in the Purchase Order or after entering into the Contract. Typical forms of security which the Buyer may request (the list is for illustrative purposes only) are: performance bond, including claims under guarantee or warranty issued by a bank or insurance company (Performance bond, typically for 10% of the Contract value), bank or insurance guarantee, also with regard to claims under guarantee or warranty (Warranty bond, typically for 5% of the Contract value), blank bill of exchange with a promissory note declaration.

2. The Buyer may at any time demand from the Supplier to establish a security for the return of the advance payment made or to be made, in the amount of the advance payment. The Supplier in case of receiving such a demand is obliged to deliver to the Buyer within 7 days the original of a guarantee for refunding the advance payment, where the guarantor shall be a bank or reliable insurance company, the amount of guaranteed refund shall be equal to the amount of

advance payment, the guarantor shall be obliged to pay on the first demand, changes to the guarantee shall be excluded without the consent of the Buyer, and the guarantee shall remain valid until the Supplier performs the Contract in accordance with its content.

3. The Buyer shall be entitled at any time to retain a total of 10% of the Supplier's remuneration specified in the Contract as security for any future, even potential, claims under guarantee or warranty for the guarantee/warranty period and, if any claims for defects have been made but not satisfied during that period, until they are satisfied or disproved. The retention may concern any invoice or any invoice selected by the Buyer, the Buyer when making the retention shall notify the Supplier thereof.

XIV. INTELLECTUAL PROPERTY RIGHTS

1. The Supplier warrants and guarantees that use of the Goods delivered by it, including the Service Deliverables, does not infringe any patent, trademark, registered utility model, Polish or foreign symbol or other intellectual property rights as defined by law. The Supplier warrants that, at the latest upon transfer of ownership of the Products or the Service Deliverables to the Buyer, the Supplier shall have full and unrestricted rights to the disposal thereof, including the rights described in the sentence above.
2. Upon the request of the Buyer, the Parties shall agree in the Contract on the conditions and scope of granting the Buyer consents, licences and other authorisations to use intellectual property rights, including copyrights to the subject matter of the Contract, including documentation, without the right to separate

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remuneration and within the scope justified by the needs of the Buyer.

3. If the Contract does not contain provisions to the above extent, it shall be deemed that, upon delivery of the Goods, the Supplier grants the Buyer a non-exclusive, transferable licence to use all works, including computer programs, developed by the Supplier under or in connection with the Contract or without such connection, but necessary to use the Goods in accordance with the Contract for the period of 5 years from the date of delivery of the Goods, valid in the territory of Poland and abroad, within the price/remuneration specified in the Contract for delivery of the Goods, in the fields of exploitation specified in art. 50, and in the case of computer programs also in art. 74 of the Act of 4 February 1994 on copyright and related rights (Journal of Laws of 2019, item 1231, of 2020, item 288).
4. If any third party makes a claim against the Buyer for infringement of intellectual property rights, including moral rights, the Buyer shall notify the Supplier in writing and the Supplier: (i) undertakes to defend, at its own expense, the interests of the Buyer, in particular by entering into discussions or negotiations with the third party who has made the claim and by intervening in possible court or arbitration proceedings, and (ii) will pay the costs that the Buyer may incur in connection with the claim, in particular reasonable legal assistance costs, costs associated with entering into negotiations and costs of court (iii) indemnify the Buyer against all liabilities to a third party arising from an infringement of intellectual property rights, up to the full amount of the Buyer's liability to the third party and irrespective of any limits of liability set out in the Contract; This provision shall also apply to the redress

of damage suffered by the Buyer by satisfying the third party's claims, and iv) will, at its own expense, acquire the relevant rights for the Buyer or take other actions necessary to eliminate the infringement of rights.

XV. CHANGE OF DATE OF DELIVERY OR PERFORMANCE OF SERVICES AND SUSPENSION OF THE CONTRACT

1. The Buyer shall be entitled to change the date for delivery of the Products or delivery of the Services (i.e. to extend them) if this is justified by one or more of the following circumstances: i) the Supplier's failure to perform its obligations under the Contract, or ii) a delay caused by legislative changes or decisions of state authorities, or iii) a change of the deadlines in the Buyer's contract with its customer, or iv) a Force Majeure event.
2. The Buyer shall have the right to suspend the performance of the Contract in whole or in part in the event that the Buyer's customer has suspended the contract with the Buyer in respect of the supply of such Goods, but not longer than for 3 months. The Supplier, upon receipt of a notice of suspension from the Buyer, shall have the following obligations: i) to notify the Buyer of the current status of the performance of the Contract, and ii) to take measures enabling the performance of the Contract after the expiry of the suspension period or earlier in the event of receiving a call from the Buyer to resume performance, and iii) to take measures necessary to mitigate, to the extent possible, the additional costs and other effects caused by the suspension.
3. In the event of suspension of the Contract, the Supplier shall resume performance within 3 Business Days of

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receiving a request to resume performance. The Supplier's extended storage of the Products shall be at no cost to the Buyer for the period of suspension.

4. Suspension may not include Products already delivered or Services already performed and may not suspend deadlines for payment of invoices issued in accordance with the Terms, the Contract and the law.

XVI. WITHDRAWAL FROM THE CONTRACT, CONTRACT TERMINATION

1. The Buyer may withdraw from the Contract when: (i) the Supplier delays in delivering all or part of the Products or in performing all or part of the Services or in performing any other obligations set out in the Contract, or (ii) the Supplier delays in performing its obligation to remedy a defect in a Product or Service, or (iii) the Supplier is in default in establishing or maintaining the security specified in the Contract or requested by the Buyer, or (iv) the Supplier is in default in establishing or maintaining the insurance policy specified in the Contract.
2. Insofar as the Terms and Conditions provide a ground for withdrawal and do not provide otherwise, the right of withdrawal may be exercised within one (1) month from the occurrence of the events constituting the reason for withdrawal, this right may be exercised with respect to a part of the subject matter of the Contract. The withdrawal shall have an ex tunc effect, unless the statement of withdrawal indicates otherwise.
3. If the Supplier has not yet performed the Contract, the Buyer shall have the right to withdraw from the Contract within 7 days of its conclusion in the event that the Buyer's customer has not entered into a contract with the Supplier for the purchase of such

Products or Services or has terminated or otherwise dissolved the concluded contract; the Buyer may exercise this right with respect to all or part of the subject matter of the Contract.

4. In cases of withdrawal from the Contract, the Supplier shall not be entitled to any claims against the Buyer on this account.
5. In the event of withdrawal from the Contract by the Buyer for reasons described in section 1 above, the Buyer shall be entitled to claim from the Supplier a contractual penalty amounting to 10% of the total price of Products and remuneration for Services being the subject of the Contract.
6. In the case of Contracts of unlimited duration the subject of which are exclusively Services, the Party shall be entitled to terminate the Contract concluded for an indefinite period of time subject to 1 (one) month's notice, at any time and without cause.
7. In the case of Contracts which only concern Services, the Buyer shall be entitled to terminate the Contract with immediate effect if the Supplier fails to perform or improperly performs any of the obligations set forth in the Contract despite having been granted an additional period of time to properly perform the obligation.
8. Despite expiry of the Contract as a result of withdrawal or termination, the Supplier's obligations shall remain in force if it results directly from the Terms and Conditions, the Contract or is justified by the nature of these obligations, in particular the provisions concerning liability for defects, security for the performance of the Supplier's obligations in this respect, limitations of the Buyer's liability, licences granted, consents authorised under intellectual property rights, obligation of confidentiality (items XI, XII, XIII, XIV and XVIII of the Terms and Conditions).

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XVII. SUBCONTRACTORS

1. The Supplier may subcontract part of its obligations under the Contract only with the prior written consent of the Buyer. The Buyer may make his consent subject to the subcontractor being covered by a third party liability insurance as described in the Conditions or to other conditions specified by the Buyer, e.g. submission to the Buyer of an agreement between the Supplier and the subcontractor concerning the aforesaid subcontracting/trusting of part of the obligations of the Contract, evidence showing that the subcontractor has the knowledge, skills and experience in performing the respective obligations.
2. The Supplier shall be liable for the acts and omissions of the subcontractor as for its own acts and omissions.
3. If the Buyer's liability to pay remuneration to the Supplier's subcontractor arises under the law applicable to the Contract, the Buyer may make payment for delivery of Products or performance of Services to the Supplier conditional upon presentation of proof of payment of due remuneration to such subcontractor or fulfilment by the Supplier of its public-law obligations concerning remuneration to the subcontractor. The foregoing shall apply to any consideration due from the Supplier to the subcontractor for participating in the performance of the Supplier's obligations described in the Contract.

XVIII. CONFIDENTIALITY COMMITMENT

1. "Confidential Information" includes any information relating to the Buyer, its affiliates, associates, shareholders, customers, associates, employees and advisers of the Buyer, which is classified as confidential or similar or which the Buyer has otherwise

endeavoured to keep confidential and which is provided to the Supplier or obtained in any form by the Supplier in connection with the Contract negotiation, conclusion and performance, unless such information has been made publicly available.

2. The Supplier may use Confidential Information solely for the purpose of Contract performance. The Supplier shall not disclose any Confidential Information to a third party, except with the prior written consent of the Buyer. Disclosure of Confidential Information by the Supplier to the Supplier's personnel and its subcontractors shall be permitted to the extent necessary for Contract performance and provided that such persons have been obliged to keep the Confidential Information disclosed confidential on terms no less stringent than those described in the Terms and Conditions or the Contract.
3. The confidentiality obligation shall not apply to the extent that the Supplier is under a legal obligation to disclose Confidential Information to a judicial or public authority. The Buyer shall be immediately notified of such disclosure of Confidential Information.
4. If the Supplier violates his confidentiality obligations, the Buyer shall be entitled to demand from the Supplier a contractual penalty of EUR 10,000.00 for each violation.
5. The obligation of confidentiality shall apply for the life of the Contract and for a period of 3 years after the Contract expiry. This obligation shall not cease as a result of termination/rescission or other termination of the Contract.
6. Upon termination of the Contract and upon the Buyer's request, the Supplier shall return or destroy any documents or materials in its possession containing

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Confidential Information or delete any record of Confidential Information from electronic media.

XIX. FORCE MAJEURE EVENT

1. An event of Force Majeure shall be understood as any event or circumstance which together meets the following conditions: (i) occurs after the Contract Date, (ii) is beyond the control of the Party whose behaviour it affects, (iii) was not caused by the affected Party, (iv) prevents the performance of the contractual obligations, (v) whose effects cannot be avoided despite the affected Party exercising due diligence. Examples of Force Majeure include: natural disasters, acts of war, acts of terror, and in addition affecting at least a significant part of the obligations of the Contracting Party: import bans, actions of public authorities or international organisations, changes in the provisions of national, foreign or international law, strikes.
2. The Parties shall not be liable for being in default or misperformance of their obligations under the Contract if such being in default or misperformance was caused exclusively by Force Majeure and provided that the Party has fulfilled the following acts of diligence. The Party claiming the Force Majeure event is obliged to perform all the following acts of professional care and conduct: i) inform the other Party about the Force Majeure and its impact or possible impact on the performance of the Contract immediately after the occurrence of the Force Majeure, ii) take actions aimed at mitigating the impact of the Force Majeure on the performance of the Contract, including mitigating the extent of the damage (e.g. securing the Goods), iii) take actions aimed at enabling the smooth resumption

of the performance of obligations once the Force Majeure ceased to exist.

3. If a Force Majeure event results in a delay in performance of the Supplier's obligation by more than 2 (two) months, the Buyer may submit a statement on withdrawal from the Contract in accordance with Section XIV, paragraphs 1 and 2, or terminate the Contract in accordance with Section XIV, paragraph 7.

XX. PERSONAL DATA

1. Personal data, to the extent that they are provided to the Buyer in connection with the conclusion and performance of the Contract, shall be processed by the Buyer for the purpose of performance of the Contract and on-going contact, on the basis of Article 6(1)(b), (c) and (f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (RODO), i.e. respectively for the performance of the Contract, the execution of legal provisions related to tax and accounting issues, as well as for the legally justified purpose understood as the identification of the party to the Contract, the contact persons and the possible assertion of claims. Personal data may be disclosed to the Buyer's employees or collaborators, as well as to entities providing support to the Buyer on the basis of commissioned services and in accordance with concluded agreements on entrustment, or to entities authorised to receive such data on the basis of legal regulations. The administrator of the data processed for the above purposes is the Buyer. Personal data shall be

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processed for a period of 10 years from the termination of cooperation, unless a longer period is justified by legal regulations.

2. Each person whose data is processed in connection with the Contract has the right to access the content of their data and to rectify, erase, restrict processing, the right to data portability or to object to processing, the right to withdraw consent at any time without affecting the legality of data processing prior to its withdrawal. The data subject has the right to lodge a complaint with the President of the Office for Personal Data Protection if he/she considers that the processing of his/her personal data violates the provisions of the RODO. Providing personal data is voluntary, but necessary for the performance of the Contract. The exercise of the rights described in this paragraph shall be made by contacting the Buyer at the address indicated in Section I of the Terms and Conditions.
3. The Supplier undertakes to inform the persons whose data have been communicated to the Buyer in the Contract or in connection with its execution of the Contract of the content of the above clause.

XXI. FINAL PROVISIONS

1. To any matters not regulated by the Terms and Conditions and the Contract, the provisions of the Civil Code shall apply, save for Article 66 (1) § 1- 3 and Article 68 (1) § 1 of the Civil Code.
2. The Supplier may not, without the prior written consent of the Buyer, assign to a third party any receivables or obligations arising from or in connection with the Contract, even if partially.
3. In domestic trade, all documents required by the Buyer shall be drawn up in Polish, and in international trade,

all documents required by the Buyer shall be drawn up in English.

4. Whenever these Terms and Conditions or the Contract provide for a contractual penalty: i) it shall be understood as a contractual penalty in the meaning of Article 483 of the Civil Code, ii) the contractual penalty shall be due in the amount reserved for a given case regardless of the amount of the incurred damage, iii) the Buyer shall be entitled to seek damages exceeding the amount of the contractual penalty under general terms, iv) the contractual penalty shall be settled on the grounds of a debit note issued by the Buyer, v) the Buyer shall be entitled to accrue contractual penalties.
5. The Parties undertake to settle any disputes arising in connection with the Terms and Conditions or the Contract by mutual consent and, in the absence of such consent, to submit the dispute to the competent court for the Buyer's registered office.
6. The Terms and Conditions may be amended by the Buyer and the amended Terms and Conditions shall become effective on the day following their publication on the Buyer's website. The amended Terms and Conditions shall apply to Purchase Orders placed with the Supplier from their effective date .
7. The Terms and Conditions shall come into force on 1 January 2022 and shall apply to the Purchase Orders placed effective from that date.

Annex to the Terms and Conditions "SUPPLY NOTIFICATION PROGRAMME"

1. Upon entering into Contract, the Supplier may obtain from the Buyer access to the Delivery Notification Programme website together with a unique login and password.

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2. A Supplier who has been granted access to the Delivery Notification Programme will only make deliveries under the Delivery Notification Programme.
3. The Supplier referred to in section 2 of this clause shall, using the Delivery Notification Programme, select before the delivery date the first available unloading time on the delivery date in accordance with the Purchase Order.
4. By selecting the unloading time, you will be asked to enter the vehicle registration number and the driver's personal details. These details can be changed via the Delivery Notification Programme until the goods arrive at the freight gate of the relevant plant.
5. Failure by the Supplier to notify the delivery, referred to in section 2 of this clause, by using the Delivery Notification Programme, does not guarantee that the goods will be unloaded and may therefore be treated as a default on the delivery contract.
6. The Supplier's inability to use the Delivery Notification Programme, referred to in section 2 of this clause, for reasons attributable to the Buyer shall only release the Supplier from its liability, if the Supplier immediately notifies the Buyer in writing of its inability to use the Delivery Notification Programme along with giving rationale for its inability to use the Delivery Notification Programme.