

GENERAL TERMS OF SERVICE

I. Scope of applicability

1. These General Terms of Service (hereinafter referred to as: "GTS") concern the principles of cooperation between the company under the following business name: EL-CAB Sp. z o.o. with its registered office in Bolechowo-Osiedle, address: ul. Obornicka 37, 62-005 Owińska, share capital: PLN 50,000.00, entered in the register of entrepreneurs of the National Court Register by the District Court Poznań-Nowe Miasto i Wilda in Poznań, KRS (National Court Register Number): 0000046624, REGON (National Business Registry Number): 630484668, NIP (Tax Identification Number): 7771036583 (hereinafter referred to as "EL-CAB"), and its business partners – entrepreneurs as defined by the Entrepreneurs Law Act of 6 March 2018 (hereinafter referred to collectively as the "Clients" or individually as the "Client") – regarding the delivery of cable harnesses by EL-CAB to the Clients, and they are in respect of the delivery contracts entered into by EL-CAB and the Clients.

2. Provisions of the GTS are the complete and exclusive statement of the agreement between the parties regarding the deliveries of EL-CAB to the Clients, and they may be amended only by way of a written agreement signed between EL-CAB and the Client.

3. Provisions of policies, general terms of service or other internal documents used by the Client shall not affect the effectiveness of the GTS and their applicability, unless agreed otherwise in an individual written agreement between EL-CAB and the Client.

II. Execution and amendment of the contract

1. The delivery contract between EL-CAB and the Client is executed by a written confirmation of the written order received from the Client by EL-CAB or by the delivery of the ordered items by EL-CAB. The order may be submitted by e-mail or fax.

2. All verbal or phone orders and arrangements concerning the delivery and its terms, including the provisions of the GTS or the amendment or supplementation thereof, shall have to be confirmed in writing by EL-CAB to be valid. If the parties execute the written agreement referred to in the preceding sentence, the provisions of such an agreement shall supersede the provisions of the GTS where such provisions concern the matters regulated therein.

III. Delivery and delivery period

1. The products to be delivered, including, in particular, the quantity of the products, and the delivery period shall be indicated by the Client in the order and confirmed by EL-CAB by way of a written confirmation of the order. If EL-CAB has delivered the items without a written confirmation of the order, the delivered products shall be determined in accordance with the overall agreements between the Client and EL-CAB, which shall be confirmed in writing.

2. The Client shall check – no later than by the time of issue of the delivered products – if the delivered items are consistent with the order, and it shall report any objections in this regard to EL-CAB, under the penalty of losing any rights to future claims concerning the inconsistency

of the delivered items with the order. If the Client unreasonably refuses to accept the delivered items, all costs of transport, postal charges and any additional costs resulting from the refusal to accept the delivery shall be borne by the Client.

3. If, after receiving the order from the Client, EL-CAB learns about any late payments made by the Client, about the filing of a bankruptcy petition or opening of bankruptcy proceedings, enforcement proceedings or restructuring proceedings against the Client or about any other circumstances indicating that the Client's financial situation has deteriorated, EL-CAB shall have the right to request that the Client make an advance payment amounting to 100% of the delivery price before making the delivery or to deliver the products by cash on delivery.

4. If, after written confirmation of the order, EL-CAB learns about the Client's circumstances referred to in paragraph 3 above or about any other circumstances giving reasons to question the Client's financial credibility and assume that EL-CAB's receivables for the performance of the delivery contract will not be paid, EL-CAB reserves the right to withdraw from the delivery contract.

5. In order for EL-CAB to deliver the ordered items as scheduled, the Client shall have to submit all necessary documents – in particular: plans, permits and other documents – within the prescribed periods and comply with the agreed payment terms as well as making other necessary preparations and cooperating with EL-CAB where needed. If these conditions are not met, the delivery period shall be accordingly extended.

6. EL-CAB may deliver the items in lots as long as such delivery does not incur any additional costs to the Client other than those indicated in the order confirmation.

7. EL-CAB reserves the right to extend the agreed delivery period in case of unforeseen difficulties resulting from causes beyond EL-CAB's control.

8. EL-CAB shall not be liable for delays in the delivery to the Client where such delays are caused by breaches of the periods and terms of delivery by EL-CAB suppliers.

9. Regardless of the selected form of delivery (DAP, EXW or another form indicated in the International Commercial Terms – Incoterms 2010), EL-CAB shall not be liable for damage, destruction or loss of the delivered items where such consequences are caused by an action or omission of the carrier that delivers the items, excluding the situation where EL-CAB is the carrier.

10. Deliveries to the Client shall be made by EL-CAB using the DAP (Delivered at Place) form indicated in Incoterms 2010, unless otherwise agreed and confirmed in writing by the Client and EL-CAB.

11. The Client shall bear all costs relating to delayed delivery or collection of the items to be delivered where such delays are caused by its own actions or omissions.

IV. Payment and ownership of the products

1. The price of delivery shall be indicated by EL-CAB in the order confirmation. If EL-CAB intends to deliver the items without a written confirmation of the orders, the delivery price shall be agreed by way of a written confirmation. The prices specified by EL-CAB are net prices, and they shall always be increased by the costs of packaging, insurance and due VAT in accordance with the applicable rates, unless otherwise agreed and confirmed in writing by the parties.
2. EL-CAB shall remain the owner of the products to be delivered until the Client pays all dues arising from the delivery contract. The time of payment of the dues shall be the time the payments are credited to the bank account of EL-CAB. If the payment is done in the form of a bill of exchange or check issued by the Client, EL-CAB shall remain the owner of the products to be delivered until the check or bill of exchange is redeemed.
3. If the Client delays with any payment, EL-CAB reserves the right to request that the Client temporarily return the products to be delivered, without the need for a dedicated notice requesting that the Client settle the dues under the delivery contract, and the Client shall issue the delivered products.
4. If – before paying all of its dues under the delivery contract – the Client breaches the provisions of the contract or the GTS, EL-CAB may – after specifying an additional period to remedy such breaches – request that the delivered products be temporarily returned, and the Client shall issue the delivered products.
5. If the dues under the delivery contract are paid to EL-CAB by the Client, or the Client remedies the breaches referred to in paragraph 4 above, EL-CAB shall reissue the delivered products to the Client, whereas – before reissuing the products – EL-CAB may oblige the Client to pay all costs associated with the re-issue of these products. The products shall not be reissued until the Client pays the costs indicated in the preceding sentence.
6. All costs associated with the return of the delivered products that are caused by the exercise of EL-CAB's rights specified in paragraphs 3 or 4 above as well as all costs related to the reissue of these products to the Client shall be borne by the Client.

V. Documents and confidentiality

1. All information submitted to the Client by EL-CAB during performance of the delivery contract, regardless of the form and manner in which it is expressed, shall be a company secret of EL-CAB as defined by the Unfair Competition Act of 16 April 1993 (hereinafter referred to as "Confidential Information").
2. The Client shall:
 - a. keep all Confidential Information secret and not disclose it in any form and to any extent to a third party, subject to paragraphs 3–6 below;
 - b. use Confidential Information only in the manner and to the extent necessary for the correct exercise of its rights under the delivery contract;

c. duly secure and protect Confidential Information, in particular duly secure and protect all documents, data media, computer data processing systems and databases existing in the Client's enterprise against unauthorized access, loss, seizure, destruction or damage.

3. The obligation discussed to in paragraph 2 item a) above shall not refer to disclosure of information:

a. that has become public otherwise than by a breach of the provisions of the GTS concerning Confidential Information; or

b. to which EL-CAB has consented in writing; or

c. to state authorities, other authorities or courts, where such disclosure is necessary in light of the applicable law, whereas the Client shall notify EL-CAB about every such disclosure no later than within 3 (three) days.

4. The Client shall have the right to disclose Confidential Information to its own employees, members of its bodies and its professional consultants involved in the performance of the delivery contract (hereinafter referred to collectively as the "Representatives"), subject to paragraph 5 below, whereas the Client shall disclose the Confidential Information only in the manner and to the extent necessary for the correct exercise of its rights under the delivery contract.

5. Before disclosing Confidential Information to any Representative, the Client shall advise the persons to which such information is to be disclosed about the obligations arising from the GTS in relation to the Confidential Information.

6. The Client shall ensure that the Representatives and other persons to whom Confidential Information is disclosed by the relevant Party or any of its Representatives comply with that Party's obligations under the GTS concerning Confidential Information.

7. The Client shall notify EL-CAB about every action or attempted action that resulted or could have resulted in unauthorized access to Confidential Information and about any loss, seizure, destruction or damage of any documents, data media, computer data processing systems and databases existing in the Client's enterprise and containing Confidential Information.

8. Irrespective of the provisions of paragraphs 1–7 above, EL-CAB may sign a separate confidentiality agreement with the Client regarding the Confidential Information submitted to the Client.

9. EL-CAB reserves all rights to the contents of Confidential Information, including copyrights and related rights as well as protection rights for inventions, utility models and trademarks, industrial design registration rights and other industrial property rights.

VI. Guarantee

1. EL-CAB shall grant a guarantee for the delivered products for a period of 2 (two) years from the date of delivery, under the principles specified in paragraphs 2–6 below. Liability of EL-CAB for defects of the delivered products shall be limited to the liability under the guarantee; in particular, EL-CAB shall not be liable to the Client under the provisions on implied warranty for defects of the item sold.

2. Throughout the period specified in paragraph 1 above, EL-CAB shall guarantee the availability of spare parts or components for the delivered products to the Client.
3. EL-CAB shall be released from the liability under the guarantee for defects of delivered products:
 - a. where such defects were known to the Client at the time of execution of the delivery contract;
 - b. where such defects were caused due to incorrect handling of the products by the Client, in particular due to the Client's failure to observe the installation, assembly, use or storage instructions for the delivered products;
 - c. where such defects were caused due to incorrect packaging of the claimed products by the Client;
 - d. where such defects were caused due to interacting components used by the Client and also where the delivered products are incompatible with such components.
4. The Client shall – no later than by the time of issue of the delivered products – report all identified defects of such products to EL-CAB, and if a defect is discovered later – within 3 (three) days from the discovery of the defect, under the penalty of losing the rights under the guarantee. When making a guarantee claim, the Client shall send the claimed product back to EL-CAB, in original packaging, whereas the products shall be returned in the correct manner, and they shall be complete, including all delivered extra components and accessories.
5. When performing its obligations under the guarantee, EL-CAB may, at its own discretion:
 - a. rectify the identified defects by means of repair;
 - b. deliver substitute, defect-free products to replace the defective products.
6. After receiving a guarantee claim, in accordance with paragraph 4 above, EL-CAB shall inspect the defective products and inform the Client if it acknowledges or rejects the claim, including the manner and period in which it is going to fulfill its obligations under the guarantee.
7. Upon the lapse of the period referred to in paragraph 1 above, all repairs of the delivered products shall be performed against payment in accordance with relevant arrangements between EL-CAB and the Client (out-of-guarantee repairs).

VII. Force Majeure

1. EL-CAB shall not be liable for default or breach of its obligations under the delivery contract where such default or breach of these obligations is caused by a force majeure event, understood, in particular, as labor actions, non-culpable disruptions in production at the plant of EL-CAB, official orders of relevant authorities and other unavoidable incidents not attributable to EL-CAB.
2. If the delayed delivery of the products, caused by a force majeure event, is longer than 3 (three) months, each party shall have the right to withdraw from the delivery contract.

VIII. Personal data protection

1. The parties shall put great emphasis on the protection of privacy and confidentiality of personal data provided in relation to the delivery contract, including exercising due care during selection and use of suitable technical means and organizational measures to ensure personal data protection.
2. If the parties provide personal data during the performance of the delivery contract, they shall regulate all matters relating to the provision of personal data in the contract, including signing a suitable personal data processing agreement in order to perform the delivery contract.
3. It shall be assumed that the Client is the controller of the personal data it provides to the Contractor for processing in order to perform the delivery contract and that it processes such data in a manner compliant with the law, in particular with 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 (hereinafter referred to as the "GDPR").
4. EL warrants that it shall process the entrusted personal data in a manner compliant with the law, including, in particular, the GDPR, only to the extent necessary for correct performance of the delivery contracts.

IX. Final provisions

1. Any amendments of the delivery contract or the GTS shall be done in writing under the penalty of nullity.
2. The place of performance of the delivery contract for both parties to the delivery contract shall be the registered office of EL-CAB.
3. In case of a dispute between the parties regarding the performance of the delivery contract or arising from the delivery contract, the parties shall make efforts to resolve the dispute amicably, within 30 (thirty) days from the occurrence of the dispute.
4. If the dispute is not resolved as indicated in paragraph 3, it shall be submitted for resolution by the competent common court in Poznań.
5. This contract shall be governed by the Polish law. Matters not regulated in the contract shall be governed by the generally applicable law.
6. If any provision of this contract is found to be invalid or unlawful, the remaining provisions shall remain effective to the maximum extent permitted by the law. The parties shall make efforts and shall perform all necessary actions in order to come to an agreement and determine the new provisions to replace the provisions found to be invalid or unlawful.
7. The Client shall not transfer the whole or part of its rights and obligations under the delivery contract to a third party without the written consent of EL-CAB; however, EL-CAB may transfer the whole or part of its rights and obligations under the delivery contract to a third party.