

General Terms and Conditions of Purchase of Goods and Services

BMZ POLAND Sp z o.o.

1 GENERAL PROVISIONS

- 1.1** These General Terms and Conditions of Purchase of BMZ POLAND Sp z o.o., hereinafter referred to as “GTCP,” govern the rules for entering into and performing contracts for the purchase of materials, equipment, spare parts, and services (hereinafter referred to as “Goods” or “Services,” depending on the context) by BMZ Poland Sp. z o.o., with its registered office in Gliwice, at 9 Alberta Einsteina Street, entered in the National Court Register—Register of Entrepreneurs by the District Court in Gliwice, 10th Commercial Division of the National Court Register, under number 0000353823, Tax Identification Number (NIP) 631-26-09-837, with a fully paid-up share capital of PLN 400,000.00, hereinafter referred to as the “Buyer,” with other entities, hereinafter referred to as the “Seller” or “Sellers.”
- 1.2** The GTCP are an integral part of all requests for proposals, offers, and their confirmations, as well as purchase agreements entered into between the Buyer and the Seller.
- 1.3** In the event of any discrepancy between the provisions of these General Terms and Conditions and the provisions of the agreement between the Parties, the provisions of the agreement shall prevail.
- 1.4** The General Terms and Conditions of Purchase do not apply to purchases of components that are part of finished products manufactured by BMZ Poland sp. z o.o., which are governed by the General Purchase and Delivery Conditions for Components.

2 ORDERS AND CONFIRMATIONS

- 2.1** To obtain a detailed commercial offer, the Buyer may submit detailed requests for proposals. The Seller prepares the commercial offer at its own expense and risk. The information contained in these requests for proposal is for informational purposes only, is used to prepare the offer, and does not constitute an order within the meaning of the Civil Code. Therefore, it is not binding until the Buyer submits a corresponding order.
- 2.2** The order will be submitted electronically to the Seller’s email address.
- 2.3** Acceptance of each order for fulfillment must be confirmed by the Seller electronically or in writing within 2 days of receipt. Failure by the Seller to provide written

confirmation within the time period specified above entitles the Buyer to cancel the Order.

- 2.4** The Seller's confirmation of the order, including any comments, shall be deemed an offer to enter into a contract and must be confirmed by the Buyer within 3 days. Failure by the Buyer to provide written confirmation of all changes made by the Seller will result in the cancellation of the order.
- 2.5** The Seller will fulfill the order in accordance with the terms and conditions set forth in both these General Terms and Conditions of Purchase and those specified in the order.

3 TERMS OF DELIVERY, DATES AND DELAY

- 3.1** The ordered Goods must be delivered in accordance with the contract and by the date specified in the contract.
The place of delivery is the Buyer's registered office, provided that if the place of delivery was other than the Buyer's registered office, such place would be specified in the order.
- 3.2** Unless otherwise specified in the order, the delivered goods must be new, properly manufactured, meet the specifications and characteristics indicated in the order, and be fit for use in accordance with their intended purpose and the terms and conditions set forth in the order.
- 3.3** The Goods ordered by the Buyer and delivered to the delivery location should be packaged in such a way as to prevent damage during transport.
- 3.4** The purchased goods must also be free from both physical and legal defects. The Seller is liable to the Buyer for any defects, including latent defects, and for any shortfalls in the quantity of the delivered Goods..
- 3.5** Unless otherwise specified in the INCOTERMS clause included in the order, delivery of the Goods is at the Seller's expense and risk, which means that the Seller bears the risk of any deterioration of the Goods, including accidental damage and loss, until the Buyer takes delivery of the Goods at the place of delivery location and performance.
- 3.6** The Buyer is not required to inspect the Goods at the time of receipt from the Seller. Upon discovering a defect, the Buyer is required to notify the Seller within 1 month from the date the defect was discovered.
If a shortage and/or defects in the Goods are discovered after unloading, the Buyer reserves the right to withhold payment for the Goods and put the Goods at the Seller's disposal. In such a case, the Goods left at the Seller's disposal must be picked up within 7 days of the Buyer's notification of this fact, failing which the Seller will be charged for storage and handling costs.

The results of inspections and examinations of the Goods conducted solely by the Buyer, in particular with regard to their quantity, quality, weight, or measurements, shall be considered final and binding on both Parties.

4 ENVIRONMENTAL PROTECTION

- 4.1** The Contractor agrees to use packaging that complies with applicable standards and bears markings in accordance with the relevant regulations, in particular the Act on Packaging and Packaging Waste and the Waste Act.
If the delivery consists of so-called hazardous goods as defined by applicable law, the Contractor is also required to package them in accordance with the obligations applicable to this category of Goods.
- 4.2** The Seller agrees to conduct its business in accordance with applicable laws regarding environmental protection, pollution emissions, and noise. The Seller agrees to monitor the amount of waste generated and manage it appropriately, and further declares that it will systematically minimize the negative impact on the environment resulting from its business activities.
- 4.3.** The Seller shall use its best efforts to use materials sourced from certified, sustainable sources.
- 4.4** The Seller shall use its best efforts to ensure that production minimizes energy and water consumption and reduces waste generation.
- 4.5** The Seller shall use its best efforts to ensure that packaging is made of biodegradable or recyclable materials.
- 4.6** The Seller agrees to comply with all applicable environmental regulations and standard.
- 4.7** The Seller agrees that, in case it is necessary to dispose of the product, the Supplier will ensure its recycling or safe disposal.
- 4.8** At the Buyer's request, the Seller is obligated to immediately provide all environmental information regarding the Goods, including the manufacturing processes and materials from which the Goods are made of.

5 PENALTIES

- 5.1** Seller's liability for non-performance or improper performance of the order is established in the form of contractual penalties as follows:

The Seller shall pay to the Buyer contractual penalties in the amount of:

- A) 20% (twenty percent) of the net order value in the event that the Seller withdraws from the order or the Buyer withdraws from the order for reasons attributable to the Seller,

- B) 2.0% (two percent) of the net order value for each and every full week of delay in the delivery of the Goods or the provision of the Service,
- C) 0.1% (one-tenth of a percent) of the net order value, but not less than 100 EUR, for each day of delay in remedying defects in the subject matter of the order after acceptance or during the warranty and guarantee period, calculated from the expiration of the deadline defined in the order or contract, or, in the absence of such a deadline, as specified in the Civil Code.

Notwithstanding of application of contractual penalties, the Buyer reserves the right to seek damages from the Seller for improper performance of the order in accordance with the general principles set forth in the Civil Code, as well as reimbursement of costs incurred in connection with the substitute performance of the order.

6 WARRANTY AND CLAIMS FOR DEFECTS IN GOODS. RECOURSE CLAIMS

- 6.1** The Seller guarantees that the delivered Goods comply with the Agreement/ Order and all regulations in force in Poland and the European Union (provided that such regulations do not conflict with Polish regulations), as well as the current state of the art in the field of the technology used, and the standards in force in Poland and the European Union, in particular those adopted by the Polish Committee for Standardization.
- 6.2** The Seller also warrants that the Goods delivered by it are free from physical and legal defects, meet the Buyer's production requirements, and are fit for the purpose specified in the request for quotation/Agreement, as well as that they possess the characteristics of which the Seller assured the Buyer. The Seller guarantees that the Goods will retain, throughout the entire warranty period, the properties specified in the Contract/Order, the attachments, and the General Terms and Conditions of Purchase
- 6.3** The Seller provides a warranty (Section II of Polish Civil Code) and guarantee (Esction III of Polish Civil Code) to the extent described in § 6, sections 6.1 and 6.2 of the General Terms and Conditions of Purchase for a period of 24 months, calculated from the date of delivery of the Goods to the Buyer.
- 6.4** For the duration of the warranty and guarantee, it is presumed that the defect existed at the time the Goods were delivered to the Buyer, unless the Seller proves otherwise.
- 6.5** The Buyer has the exclusive right to choose whether the defect or defects (nonconformity/nonconformities) of the Goods are to be remedied under the provisions regarding the warranty or the guarantee. The Buyer also has the exclusive

right to choose the method of remedying the defect under the warranty or the guarantee.

- 6.6** Under the warranty, the Buyer is entitled, at their discretion, in particular, to demand: replacement of the Goods with defect-free ones, repair of the Goods (to bring them into compliance with the Agreement), a price reduction, or termination of the Agreement.
- 6.7** If the Buyer has chosen to have the Goods repaired, the Seller undertakes to remedy the defects (nonconformities) free of charge, at its own expense and risk, no later than within 7 calendar days from the date of receipt of the Buyer's request.
- 6.8** If the Seller fails to remedy the defect within the time limit specified in Section 6.7 of the General Terms and Conditions of Purchase, the Buyer has the right to remedy the defect at the Seller's expense and risk, either by performing the repair itself or by having it performed by a third party (substitute repair). The Seller agrees to reimburse the Buyer for all costs incurred by the Buyer, entities cooperating with the Buyer, and the Buyer's customers and which were incurred for the purpose of remedying the defect in the Goods or mitigating the damage resulting from the defect in the Goods or the delivery of new Goods free from defects, in particular costs of transportation, labor, materials, expert opinions, and specialist (expert) assessments as well as the costs of necessary insurance. In addition, the Buyer is entitled to claim damages from the Seller under general principles of law.
- 6.9** If, as a result of a detected defect, non-conformity of the Goods with the Agreement or the General Terms and Conditions of Purchase, or a breach of other provisions of the Agreement or the General Terms and Conditions of Purchase, the Buyer incurs any costs, such as: transportation costs, material costs, costs of expert opinions and assessments by specialists (experts), or third-party costs related to replacement repairs, as well as costs related to legal assistance or legal services, the Seller agrees to reimburse the Buyer for such costs within 7 calendar days from the date they were incurred and invoiced by the Buyer.
- 6.10** In the event of withdrawal from the Agreement, the Seller is obligated to issue a invoice correction immediately and to collect the Goods. If the Goods are not collected within 30 days from the date of withdrawal from the Agreement, the Buyer has the right to dispose of the Goods at the Seller's expense and risk or to sell the Goods to third parties at the Seller's expense and risk for a price that the Buyer deems reasonable.

7 INVOICE,PRICE

- 7.1** The invoice must include information enabling the full identification of the Parties, the Buyer's order number, the name of the Goods (serial number, drawing number, model, mold, etc.), quantity, and other details required by generally applicable laws.

- 7.2** Unless otherwise specified in the Order, the payment term is 30 calendar days and shall be calculated from the date the invoice number is assigned in the National e-Invoice System (KSeF) on the invoice, and in the case the Seller is not subject to the obligation to issue invoices in the KSeF system, from the date the invoice is issued.
- 7.3** The prices specified in the Order are net prices, fixed for the duration of the Order's performance, and include all costs associated with its performance.
- 7.4** If the documents or the VAT invoice are incorrect, the payment deadline agreed upon by the Parties shall be postponed until BMZ receives the appropriate correction to the document or VAT invoice issued by the Seller, without prejudice to BMZ's right to any rebates, discounts, accepted claims, and cash discounts granted by the Seller.

8 SERVICES

- 8.1** The Seller providing services at the Buyer's premises is required to comply with all internal health and safety regulations. A prerequisite for admission to work is the signing of the Declaration constituting Appendix 1 to these General Terms and Conditions—valid for a period of one year from the date of signing—as well as the completion by all of the Seller's employees of appropriate training in occupational health and safety, fire safety, and environmental protection, conducted in the form of a presentation. Finally, a leaflet containing information on occupational health and safety, fire safety, and environmental protection is distributed.
- 8.2** Each time they enter the company's premises, every employee of the Seller is required to register. The Seller's employee may proceed to the service location only when accompanied by a designated coordinator from the Buyer's side. Similar rules apply when leaving the service location.
- 8.3** The Seller guarantees that the Seller's employees and/or third parties through whom the Seller will perform the Orders possess the necessary qualifications and professional experience.
- 8.4** Each service must be confirmed by an Acceptance Report signed by the Buyer's designated coordinator. An Acceptance Report signed by both parties and certifying that the work is free of defects serves as the basis for issuing an invoice. The Seller is required to provide, prior to the performance of the service, all necessary information that may affect the safe organization and execution of the task/service, in particular, potential hazards that may arise during the performance of the commissioned work. For each service, a Work Coordinator will be appointed by both the Buyer and the Seller to oversee the progress of the work and serve as the point of contact for all organizational and technical matters.
- 8.5** The Seller is required to maintain valid third party liability insurance and, at the Buyer's request, must provide a copy of the insurance policy. In the absence of

insurance, the Buyer has the right to prevent the Seller from performing the services and to cancel the Order due to the Seller's fault.

- 8.6** The Seller releases the Buyer from liability for damage caused to the property or health of the Seller's employees, provided such damage was not caused by a failure to comply with statutory occupational safety and health regulations.

All information, specifications, technologies, drawings, and designs obtained from the Buyer, whether in oral or written form, shall be considered confidential and shall be used exclusively for purposes related to the performance of the contract, under penalty of liability for damages.

9 FINAL PROVISIONS

- 9.1** All orders placed by the Buyer are governed by Polish law.
- 9.2** The Parties agree to seek an amicable resolution of any disputes between them arising from the performance of the Order or the interpretation of its provisions.
- 9.3** Any disputes that may arise from the purchase or ordering of Goods shall be submitted for resolution to the court having jurisdiction over the Buyer's place of business.
- 9.4** In matters not covered by these General Terms and Conditions of Purchase, the provisions of the Civil Code shall apply accordingly.
- 9.5** Should any of the contractual provisions contained in these General Terms and Conditions prove to be invalid, this shall not affect the validity of the remaining provisions.
- 9.6** The Buyer declares that it has the status of a large enterprise—in accordance with the Act of March 8, 2013, on Counteracting Excessive Delays in Commercial Transactions.
- 9.7** These General Terms and Conditions of Purchase are effective as of August 19, 2026.

Enclosures :

Enclosure No. 1 - MP05-F-25-D_PL – Declaration for External Companies

Enclosure No. 2 – Data Protection Notice when the Seller is natural person, sole proprietorship or civil law partnership.

Enclosure No. 3 – Data Protection Notice when the Seller legal person or unincorporated organization

Enclosure No. 1

Gliwice, on _____

DECLARATION

Every employee of my company _____
possesses:

1. A current medical certificate confirming no medical contraindications to performing work in the given position.
2. Current specialized examinations (e.g., work at heights, psychotechnical tests) if required for the assigned work.
3. Current certifications necessary to perform the work.
4. Current occupational safety and health (OSH) and fire safety training, and: they have been briefed on the occupational risk assessment and are legally employed.

I hereby declare that:

1. Employees possess personal protective equipment appropriate for the type of work performed.
2. The equipment used to perform the work is in good working order, complies with regulations, and is used by the employee in accordance with the manufacturer's specifications.
3. The work will be carried out under the supervision of a qualified supervisor, the so-called Work Coordinator.
4. The work will be performed in accordance with the work order.
5. Employees will keep the work site clean and tidy, and the site will be cleaned up after work is completed.
6. Employees will comply with the occupational safety and health rules in effect on the company's premises (which will be communicated before work begins via a presentation and a handout).
7. I will inform the BMZ employee commissioning the work of any health conditions of an employee or employees that may pose a risk to the safe performance of the work or require first aid, e.g., epilepsy.
8. During the course of the work, employees will report any non-compliance to the Work Coordinator and then to the party commissioning the work.

_____ legible signature of the company representative

In the event of a lack of appropriate equipment or a direct threat to human health or life, work will be suspended by an Occupational Safety and Health (OSH) officer or the Work Coordinator acting on behalf of BMZ Poland Sp. z o.o.

This Declaration expires one year after the date of signing.

BMZ POLAND Sp. z o.o.

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NIP: 6312609837 · The share capital 400.000,00 PLN · AEO: PLAE0C330000140050 · ISO 9001:2015 No 01 100 1542206

Enclosure 2

Data Protection Notice when the Seller is natural person, sole proprietorship or civil law partnership

According to article 13 of the General Data Protection Regulation dated 27th April 2016 (hereinafter called as the GDPR) hereby we inform you that:

1. Data controller of your data is BMZ Poland Sp z o.o. , with registered office in Gliwice (44-109) at Alberta Einsteina 9.
2. You can contact data controller at the following mail address: iod@bmz-battery.com
3. Your personal data will be processed for:
 - a) conclusion and performance of the contract on the grounds of article 6 section 1 b of GPDR
 - b) compliance with legal obligation to which the controller is subject on the grounds of article 6 section 1 c of GPDR
 - c) the purposes of the legitimate interests pursued by the controller or by a third party, i.e. for pursuing, settlement and protection against any claims on the grounds of article 6 section 1 f of GPDR
4. Your personal data will be processed by the authorized staff of the controller ; your data may be forwarded to the external service providers like accounting, IT, security on the grounds of data processing agreement, as well as tax auditors according to the statutory regulations
5. Your personal data will be provided neither to the other states nor to international organizations
6. Your personal data will be processed during :
 - With reference to section 3a) - performance of the contract .
 - With reference to section 3b) – period resulting from corresponding tax regulations
 - With reference to section 3c) – period resulting from the barred claim statute limitations
7. You have right to access your data and you have right to verify, limit the processing, transfer the data, file the complaint, withdraw your consent if the data are processed on the base of your consent however without impact on compliance with right for processing on the ground of your consent granted before the withdrawal
8. You have right to file the claim to the supervisory authority in case you think processing data is not in accordance with GPDR
9. The data provision is voluntary and prerequisite for contract conclusion
10. Your data will not be processed for profiling purposes.

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Enclosure No 3

When the Seller is legal person or unincorporated organization

According to article 13 of the General Data Protection Regulation dated 27th April 2016 (hereinafter called as the GDPR) hereby we inform you that:

1. Data controller of your data is BMZ Poland Sp z o.o. , with registered office in Gliwice (44-109) at Alberta Einsteina 9.
2. You can contact data controller at the following mail address: iod@bmz-battery.com
3. Your personal data are provided by the Seller for the purpose of performance of the contract concluded between the Seller and data controller.
4. Your personal data will be processed for the purposes of the contract concluded with the Seller on the ground of article 6 section 1 b of GPDR .
5. Your personal data will be processed by the authorized staff of the controller ; your data may be forwarded to the IT external service providers on the grounds of data processing agreement
6. Your personal data will be provided neither to the other states nor to international organizations
7. Your personal data will be processed during performance of the contract or until the Seller nominates other persons for contract performance.
8. You have right to access your data and you have right to verify, limit the processing, transfer the data, file the complaint, withdraw your consent if the data are processed on the base of your consent however without impact on compliance with right for processing on the ground of your consent granted before the withdrawal
9. You have right to file the claim to the supervisory authority in case you think processing data is not in accordance with GDPR
10. Your data will not be processed for profiling purposes.

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