

**1. General**

- 1.1 These terms apply to all contracts which govern the supply of goods and/or services ("**Supply**") between WEG Poland Sp. z o.o. ("**WPL**") and its customers ("**Customer**"). The WPL's Customers may extend these GT&C to their customers, whenever applicable.
- 1.2 WPL is selling goods and/or providing services within the Supply respectively manufactured and/or provided by any entity from WEG Group ("**WEG**"). The entity from WEG Group means any entity whether incorporated or not, which presently or in the future, directly or indirectly controls, is controlled by or is under common control with WPL, by virtue of a controlling interest of 50 % or more of the voting rights or the capital.
- 1.3 Upon sending orders by the Customer and/or contracting Supply with WPL, the Customer acknowledges the application of these GT&C without any reservations, which means that these GT&C form an integral part of any contracts concluded between WPL and the Customer, including those concluded under bidding procedure consisting WPL's offer and Customer's order ("**Order**") and when the case maybe WPL's order confirmation. Any exception to these GT&C should be previously negotiated and clearly defined by a contract concluded between the parties in written or document form, under pain of nullity. The Order which does not lead to a specific contract concluded in written or document form is also fully subject to these GT&C. Where these GT&C have not been attached to the contract, especially to the WPL's offer and/or WPL's order confirmation and are referred to in the contract and/or in the WPL's offer and/or WPL's order confirmation, then the Customer shall be bound by these GT&C, as applicable on the date of the contract and/or respectively on the date of the Order and/or WPL's order confirmation when the case maybe, in the last version provided by WPL. WPL does not accept any Customer's general terms and conditions unless accepted by WPL in written or document form respectively to the form of the contract, under pain of nullity. The use of any Customer's general terms and conditions are hereby barred and excluded, even if WPL has failed to declare their exclusion/amendment and/or an objection is not specifically raised against them by WPL. For the avoidance of doubt, if WPL proceeds with the performance of the contract, including Order without an express reservation and/or objection to the Customer's general terms and conditions, this shall in no way imply acceptance of such documents by WPL in any range. If WPL provides the Customer with these GT&C prior to the conclusion of the contract, they are deemed to have become an integral part of the contract.
- 1.4 **Prevalence of documents:** The terms and conditions established in the following documents shall be applicable to the relation between the parties about the Supply. If there is any conflict provision between them, they shall prevail in the following sequence (when exists/applicable):
- Signed contracts;
 - These GT&C;
 - WPL's order confirmation;
 - WPL's technical/commercial offer;
 - Products manuals and WEG/WPL warranty terms;
 - Order and the Customer's specification.
- 1.5 By sending the Order to WPL, the Customer is approving the exchange of the information contained in the documents (*listed in clause 1.4 above*) also with WEG (as a manufacturer or provider), since this information is strictly used to accomplish the requirements of the Supply via WPL.
- 1.6 These GT&C are published on WPL's/WEG's website or will be sent or share directly with the Customer. All the purchases of the Supply made after the March 1st, 2022 are equivalent with the approval of these GT&C posted on the above mentioned website.

2. Conclusion of the Contract

- 2.1 The contracts ("**contract**") are concluded
- 2.1.1 when accepted by WPL's order confirmation issued in written and/or document form (*including email; "Order Confirmation/ Proforma Invoice"*) or by WPL's fulfilment of the Order, or
 - 2.1.2 if the parties sign the prepared contract agreement in the cases other than those specified in clause 2.1.1 above.
- 2.2 All verbal amendments and supplementary agreements require WPL's confirmation expressed in written or document form which depends on the form of the contract.
- 2.3 Any assurances, warranties, promises and amendments to the contract made orally by the WPL's employees in connection with the conclusion of the contract or submission of the WPL's offer are not binding for WPL.
- 2.4 WPL is entitled to refuse the execution of the Order, in particular when the Order specifies other conditions for Supply than those resulting from the WPL's offer and mutual agreements of the parties, without any liability towards the Customer (*especially for any costs, damages, etc.*).
- 2.5 Cancellation of the Order by the Customer is only allowed in exceptional circumstances after prior written determination of the terms of the Order cancellation with WPL. WPL reserves the right to charge the Customer with costs and inputs that have arisen until the cancellation - no exceeding the value of the Order.

3. Modification of the Supply

Illustrations and specifications in catalogues and brochures shall only be considered as approximate. WPL reserves the right to make any technical and/or design modifications as long as this does not affect the Customer unreasonably. Especially if WPL makes changes or additions that do not significantly change the content of the Order, including the Supply, it is understood that the parties are bound by the contract taking into account changes or additions made by WPL.

4. Obligations of WPL

- 4.1. WPL shall fulfil the technical specifications and commercial conditions of the goods and services within the Supply faithfully.
- 4.2. WPL shall deliver the goods comprising Supply packed as per the standards in force, or also, in special conditions arising from the technical features and dimensions of the goods if their nature and/or logistical requirements demand so.
- 4.3. WPL shall evaluate possible requests for alteration of the scope of the Supply formulated by the Customer, reporting the feasibility, ensuing alterations of the terms and additional costs.

5. Obligations of the Customer

- 5.1. The Customer shall:
- 5.1.1 provide WPL with all information necessary to design and manufacture the goods comprising the Supply. The Customer shall be responsible for any consequences of providing incorrect and/or incomplete technical data and/or data relating to the execution of the Supply;
 - 5.1.2 carry out the acceptance of the Supply on the date of its performance by WPL, including pick up the deliveries on the day its delivery by WPL;
 - 5.1.3 pay the amount agreed for the Supply within the established terms;
 - 5.1.4 cooperate with WPL during performance of the contract, if it is necessary for its proper performance.
- 5.2. The Customer shall execute possible terms and technical conditions which have been consolidated as being their liability, as well as obtain all the legal authorizations for the execution of the Supply, especially those of an environmental and taxation nature, when applicable. All necessary permits and licenses in the country of final destination of the Supply are to be obtained by the Customer and on its cost and risk.
- 5.3. If the Customer has commissioned WPL to install Supply, the Customer shall provide the logistics equipment required to install Supply in Customer's premises. This equipment shall be within the specifications required as regards to the layout, the point of support, the dimensions of the installations and be adapted to the volume and the weight of the Supply. Moreover, the Customer shall provide the conditions required so that WPL and/or another company nominated by WPL has clear access to the delivery location. Clear access includes appropriate roads to transport the Supply and cranes alongside the destination with clearance to offload, assemble, and test the Supply free from obstructions, structures, energized lines, and/or other equipment.
- 5.4. If the delivery date of the Supply originally established is postponed unilaterally by request of the Customer or for any other reason, such as, but not limited to, pending documents, public licenses, lack of conditions of receiving the goods in the destination and/or logistics problems caused by third parties and/or by the Customer, WPL shall have the right to charge the Customer for the expenses of storage, insurance and maintenance arising out of the stay of the Supply at WEG/WPL premises or in other location provided by WPL for the period exceeding the original term. Thus, the Customer shall compensate any expenses incurred, without impairment of the payment schedule established between the parties upon the contracting of the Supply though, in the interests of preserving the economic equilibrium of the relationship between the parties. If after 3 weeks the goods within the Supply are ready and the Customer still have limitations to allow WPL to deliver such goods to the initially requested destination, WPL reserves the rights to deliver such goods to the closest port of the Customer address, by charging to the Customer the extra logistic costs of this shipment at CIF Incoterm bases or by moving them to storage (outside Brazil or any other WEG/WPL location) at the risk and for the account of the Customer.
- 5.5. If the Customer has ordered witness tests, the Customer shall participate in testing the Supply on the agreed dates and at the agreed place. In case of absence without valid excuse and justification the Customer agrees tacitly to the results of testing, which has been made by WEG or a company nominated by WPL.
- 5.6. In any case, the Customer is the sole responsible for obtaining the public licenses and/or authorizations that must be issued in the name of the Customer.

6. Prices

- 6.1 Unless otherwise agreed in the signed contract by the parties, prices are in the currency defined in the WPL's offer and when issued, in WPL's order confirmation excluding VAT and including packing. For release of VAT with regard to deliveries within the European Union, the Customer shall provide VAT ID No. and other necessary information to WPL. If not agreed otherwise the payment term for any payments to WPL is 14 (fourteen) days from the issuance date of the invoice.
- 6.2 Unless otherwise confirmed by WPL in writing, Price List/Policies valid on the date of acceptance of the Order by WPL will apply.
- 6.3 When a gross price is specified in the contract, this price shall change in case that the Supply tax rate (VAT rate) is changed, according to rules resulting from regulations changing the act of goods and services tax (VAT) or implementing regulations issued on its basis.
- 6.4 If there are any doubts on WPL side, as to whether the Customer will make the payment due to its material position, WPL may at its sole decision suspend the execution of the contract until the date on which the Customer makes a full advance payment or deposit for the Supply or presents a collateral accepted by WPL.
- 7. Delivery, acceptance and passing of risk**
- 7.1 Unless otherwise agreed in signed contract by the parties, deliveries are made according to Incoterm as indicated in WPL's offer and when issued, in WPL's order confirmation (*including Proforma invoice*). Unless otherwise agreed in the signed contract by the parties, the costs of collection and unloading shall be borne by the Customer.
- 7.2 The goods within the Supply issue for delivery note (WZ), consignment note approved by the Customer and/or acceptance protocol with the consideration of clause 7.3 below shall be the proof of the execution of the Supply or its part.
- 7.3 If the Customer fails to commence the acceptance and/or confirmation of performance of the Supply on the date on which WPL notifies that it is ready for the acceptance of the Supply, or if the Customer refuses to carry out the acceptance and/or confirmation of the performance of the Supply without reason attributable to the WPL, the parties shall agree that the Supply was executed on time and according to the contract. Should this happen, a final acceptance and/or single confirmation shall be prepared and signed by WPL, which shall have the same effect as the acceptance and/or confirmation of the Customer, in particular it shall form the basis for WPL to issue an invoice for the full price.
- 7.4 When, for reasons not attributable to WPL, for a period longer than (2) two weeks from the date of delivery of the Supply which are the subject of the contract, WPL will not be able to perform the services as mentioned in clause 5.3 of these GT&C which are the subject of the contract for which services are provided remuneration for WPL or for its completion WPL is entitled to issue the invoice for the Supply and ask for the payment, the written protocol of readiness to perform such services shall be prepared and signed by WPL. The protocol of readiness mentioned in the preceding sentence shall form the basis for WPL to issue an invoice and receipt the withhold price/remuneration by it. This protocol shall indicate the circumstances under which WPL has suffered the obstacles in the performing the services in spite of the WPL's declaration of readiness to such exercise. The payment by the Customer according to the invoice as mentioned in the preceding sentence does not relieve WPL of provision of given services, in accordance with the contract on a new date, but should therefore and/or in connection with the delay not attributable to WPL bound to WPL additional costs, the Customer will be required to cover them.
- 7.5 If the Customer starts to use the Supply before the acceptance or confirmation, the Supply shall be deemed accepted by the parties. Should this happen, the WPL shall be entitled to issue an invoice and receive the due price/remuneration for the Supply.
- 7.6 At the time of the release of the Supply, the profits and burdens connected with the Supply and the risk of an accidental loss of, or damage to the Supply shall devolve upon the Customer.
- 8. Delivery period, delay in delivery**
- 8.1 Deliveries and/or performance of the Supply shall be made within the specified period or otherwise as quickly as possible. Compliance with this provision is to be determined on the basis of both parties' written statements. Observance of the delivery and/or completion period presupposes that the Customer, on their part, meets all their commitments towards WPL on time, including, in particular, the on-time submission of all documents, printing specifications, licences, permits, etc. which they have to provide. If such conditions are not met on time, then the delivery and performance period shall be reasonably extended automatically without the need of the Customer acceptance by the additional period equal to the Customer's delay and necessary time for WPL to proceed with the deliveries and/or completion of the Supply.
- 8.2 If WPL is prevented from observing the date of delivery and/or performance for reasons not within WPL's responsibility or if non-observance of the date is due to force majeure, the delivery and performance date shall be postponed automatically without the need of the Customer acceptance for a reasonable period of time equal to the events as above and necessary time for WPL to proceed with the deliveries and/or completion of the Supply. If the postponement is not financially reasonable for one of the parties, then they shall be entitled to withdrawn from the relevant contract. Anyone wanting to make use of this right of withdrawn shall notify the other party immediately and in writing, giving evidence that it would be unreasonable to maintain the contract. WPL reserves the right to charge the Customer for the respective costs and inputs incurred up to the moment of withdrawn from the contract.
- 8.3 Unless otherwise accepted in writing, WPL is authorized to deliver the Supply in one or several shipments.
- 9. Default in payment**
- 9.1 Payment shall be made according to the signed contract by the parties and if the contract is based on WPL's offer and Order the payment shall be made according to the WPL's offer, and if issued on WPL's order confirmation.
- 9.2 If the contract provides for any advance or deposit payment for WPL, the amount paid by the Customer shall be recognised against the price. If any of the parties terminates or withdraws from the contract, the advance payment shall be refunded at its nominal value, and in the event of a deposit, the generally applicable regulations shall apply (*article 394 of the Civil Code*).
- 9.3. If the advance payment/deposit is delayed, WPL shall be entitled to solely postpone the date of deliver and/or performance of the Supply by the time counting from first day of delay up to the date of receipt of a confirmation from the WPL's bank of receipt of the advance payment/deposit and the necessary time for WPL to start proceeding with the deliveries and/or completion of the Supply.
- 9.4 If the payment for the Supply is delayed, the Customer shall be charged with maximum statutory interest for delay in commercial transactions.
- 9.5 If the Customer falls behind with any payments to WPL, the WPL shall be entitled to suspend the execution of any contract until all overdue amounts are paid by the Customer, despite the fact of sending the offer and accepting it by the Customer or confirming the order confirmation by WPL.
- 9.6 The filed complaint shall not entitle the Customer to suspend the payment of the price for the Supply or the part thereof. The Customer is obliged to pay to WPL the entire amount of price without any deductions, which are excluded as the Customer right.
- 9.7 If, after conclusion of the contract, WPL comes to know of an irregular payment by the Customer, of a moratorium, of insolvency proceedings or of a deterioration of their general economic situation, WPL shall be entitled to insist upon payment of the price prior to delivery.
- 10. Title and Risk of Loss**
- 10.1 All delivery items (reserved goods) within the Supply shall remain WPL's own property until all of WPL's rightful claims towards the Customer have been met, as arising from WPL's business relationships, including those from a possible account balance like price, contractual remuneration.
- 10.2 If the value of all security rights to which WPL is entitled exceeds the value of all secured claims by more than 20%, WPL shall release a suitable portion of the security rights at the Customer's request.
- 10.3 The Customer shall not be entitled to use the goods within the Supply as collateral or to transfer ownership of the same by way of security. If such goods are impounded, confiscated or if they have otherwise become subject to the disposal or interference of third parties, the Customer shall notify WPL immediately.
- 10.4 The Customer shall assign for security to WPL any claims arising from the resale of the Supply purchased from WPL; the stage at which they shall do so shall be, in each case, the conclusion of the relevant contract. WPL shall be entitled to disclose this assignment for security if the Customer defaults in payment towards WPL.
- 10.5 At WPL's request, the Customer shall provide all required information and hand over all necessary documents to enforce WPL's rights against the Customer's customers. In order to succeed in enforcing WPL's title to the goods within the Supply, the Customer hereby authorizes WPL to check the Customer's books and make copies thereof as far as this serves to enforce the assignment of the claim against the Customer's customers.
- 10.6 If the reservation of title in the foregoing form is not effective under the laws of the Customer's country, the Customer shall cooperate in establishing similar security rights complying with the provisions of their country, in favour of WPL.
- 11. Liability for defects of quality – contractual warranty**
- WPL accepts the following liability for defects of quality under the contractual warranty for defects:
- 11.1 The Supply shall be free from defects, if it has the agreed quality at the moment of transfer of risk or if it differs marginally thereof. Unless otherwise agreed under the contract, all additional tests, research, etc. which may be carried out before the release of the Supply is performed, shall be commissioned by WEG to authorised persons or units on its own behalf, for the Customer and at the expense of the Customer.

- 11.2 Upon delivery, the Customer shall inspect the goods within the Supply with regard to quality and quantity without delay, on pain of losing the right to report such claims related to defects, damage or quantity shortage. The Customer shall claim damages in transit towards shipper immediately after receipt, on pain of losing the right to such claim. With regard to any other defect of quality, the Customer shall send WPL a written complaint within 5 working days (*under these GT&C understood as days from Monday to Friday excluding bank holidays in Poland*) from delivery, on pain of losing the right to report any claims related to defects. The same applies to defects which were not apparent at the time of delivery.
- 11.3 No quality claims shall be accorded in the event of insignificant deviations from the agreed condition (nature, structure), in the event of natural wear or merely insignificant impairment of usability or in the event of merely insignificant visual or technical deviations from underlying descriptions, catalogue specifications or preceding deliveries.
- 11.4 As part of the warranty WPL shall only repair or replace at its own cost and at its own discretion, physical defects of the Supply or deliver a defect-free item, if these defects are detected during the warranty period and are caused by the Supply themselves or result from faulty manufacturing or use of defective materials. In order to benefit from the warranty, the Customer shall observe the conditions established in the technical documents of WPL and/or WEG, especially the Product Operation and Maintenance Manual. The defects arising from incorrect use, operation and/or inappropriate installation of any goods within the Supply, lack of preventive maintenance, as well as mechanical or electrical factors arising from external factors or equipment and components not supplied by WPL are not covered by the warranty.
- 11.5 If improper changes or repairs are made by the Customer or by a third party, the changes or repairs or the resulting consequences shall not provide grounds for quality claims.
- 11.6 The warranty does not cover defects arising from force majeure or other causes not imputable to WPL, such as, but not limited to, unsuitable storage, operation and/or maintenance in non-compliance with the instructions supplied.
- 11.7 Any goods within the Supply delivered to the Customer by WPL that are displaying a defect of quality within the statutes of limitation shall be, at WPL's discretion, either repaired or replaced free of charge by WPL at "Ex-works WEG factory" INCOTERM, provided that the defect or its cause was already in existence at the time of the risk transfer and provided that WPL received a proper complaint in respect of the defect. The Customer shall deliver the defective goods at its own cost and risk to the place of repair indicated by WPL, unless the WPL agrees to repair the defect at the place where the goods are used by the Customer. The Customer shall be responsible for providing free and clear working access to repair or replace the nonconforming products, including deenergizing and reenergizing the products and any necessary disassembly and re-assembly of other equipment or structures, all of which shall be at Customer's risk and expense. For the avoidance of doubt WPL is not obliged to dismantle or re-installation of any goods and equipment within the warranty and shall not be responsible for any costs of this or which are related to it.
- 11.8 Claims based on defects of quality (contractual warranty) shall be subject to 12 months of statutes of limitation. The period shall commence with the transfer of risks and shall prevail the warranty period mentioned in the respective product warranty terms/manual. The remedy of the defects by WPL according to clause 11.7 above shall be made without any delay but no longer than within 120 days from the WPL's confirmation of receiving the complaint, subject to next sentence. In the cases justified by the reasons of technical, technological nature and/ or other reasons beyond the WPL's control or responsibility of which WPL shall notify the Customer without any delay, this deadline shall be automatically extended without having to make any additional statements by either party for additional time needed for the removal of defects caused by these causes which will be solely designated by WPL.
- 11.9 In the event of a complaint, the Customer shall promptly give the opportunity to inspect the rejected Supply to WPL or a company nominated by WPL. Upon WPL's request, the Customer shall make this product available to WPL. If WPL receives an unjustified complaint, WPL shall be entitled to demand from the Customer compensation for any expenses WPL has incurred.
- 11.10 Moreover, compensation claims shall be subject to clause 12 of these GT&C. WPL does not accept from the Customer any further-reaching quality claims or any quality claims other than those specified in this clause 11, directed at WPL or at WPL's subcontractors.
- 11.11 Due to the contractual warranty issued, the parties exclude the Customers' rights and WPL's obligations under the legal warranty for product physical defects (*rekojmia za wady fizyczne towarów*).
- 11.12 The Customer shall lose its rights under the contractual warranty if the Customer misuses the Supply, repairs or modifies the Supply without notifying WPL, and obtaining the WPL's written consent, as well as if the Customer fails to fulfil the WPL's requirements specified in clause 11.4 above concerning Product Operation and Maintenance Manual.
- 11.13 WPL grants the contractual warranty which is valid respectively only in Republic of Poland, Czech Republic and Slovakia. Other exceptions will be agreed separately in written or document form. Exporting the Supply abroad (subject to the above mentioned countries) will result in the loss of the contractual warranty.
- 12. Liability limitations (by WPL in connection with WEG)**
- 12.1. The liability of WPL for damages, for whatever legal reasons such as, but not limited to, impossibility of performance, default, defective or incorrect Supply, breach of contract or unlawful act, shall be limited according to this clause 12.
- 12.2. WPL shall be liable for damages in case of intent, gross negligence, failure of guaranteed features or bad faith only.
- 12.3. It is agreed between the Parties that the total amount of any indemnities and/or penalties to be applied to WPL, in their individual application or in the sum of all of them with respect to the Supply and the contract, shall be limited (in the widest possible range permitted by law), to a maximum value of 10% (ten percent) of the net amount of the respective item of the Supply giving rise to such claim, as well as that the penalties which may be applied shall have a total releasing and compensatory nature. The Customer shall not be able to plead or claim any other financial compensation from WPL or WEG.
- 12.4. Possible indemnity amounts received by the Customer by way of insurance indemnity for events linked to the Supply shall be deducted from the maximum indemnifying value mentioned in the previous clause, when determining the amounts due.
- 12.5. WPL shall not be liable (in the widest possible range permitted by law) for the compensation of any indirect or consequential damages, such as, but not limited to loss of profit, loss of revenue, loss of contracts or loss of production under any circumstances.
- 12.6. The liability of WPL is restricted to its scope of the Supply, and in the case of participation of third parties, to attending the Customer in a determined project, such as consortiums, works of a large scale or similar events. There shall be no solidarity of WPL with the third parties contracted directly or indirectly by the Customer.
- 12.7. WPL shall not be liable for damages arising from the unsuitability of the physical space offered by the Customer to shelter the Supply, as well as for its storage and guard in the premises of the Customer or third parties, and the Customer shall provide access conditions for the Supply by means of public or private roads to the agreed delivery place when they do not offer traffic conditions for the Supply.
- 12.8. WPL shall not be liable for equipment, components, parts and materials with a "Life time" under 12 (twelve) months.
- 12.9. The Customer is responsible for the applicability and effects of using the Supply provided by WPL in certain design solutions, even if the WPL was included as an advisor or consultant in the preparation of the design and final product of the Customer.
- 12.10. The liability limitations regulated in this clause 12 also apply respectively to the benefit of employees, representatives and auxiliary persons of WPL.
- 13. Force majeure**
- The parties shall not be held liable for non-compliance with their obligations in the case of force majeure, but the party that claims such a situation shall have the burden of proving it. The force majeure shall mean an unexpected and unpredictable event beyond control of the parties, occurring after conclusion of the contract by both parties, which prevents the parties from fulfillment of obligations under the contract, excluding the fault of the parties or lack of due care. Such events may include in particular: natural disasters, wars, revolutions, epidemics, general strikes announced in related business sectors, road blockades, interdictions or economic sanctions or embargoes imposed under the international law or under the national law, official decisions of government and public administration.
- 14. Termination, novation and assignment**
- 14.1. The Supply shall be able to be terminated by the party that has proven to have been injured by an infringement committed by the other party in the terms of any contract between the parties or these GT&C, provided that they proceed with the dispatch of prior notification to the party at fault, presenting their reasons, as well as giving a term of 10 (ten) working days for them to present a justification or to start taking measures to overcome the infringement.
- 14.2. In the silence of the party notified, or a lack of measures taken by it, intended to resolve the infringement, the termination shall be able to operate in the terms of this document.
- 14.3. WPL has the right, without setting an additional deadline, to cancel or terminate any unfulfilled contracts concluded with the Customer if there has been a substantial deterioration in the Customer's financial circumstances or if judicial or extrajudicial proceedings have been instigated or opened against them, or if they are defaulting on the contracts that has already been fulfilled by WPL. If WPL wishes to make use of WPL's right of cancellation or termination, then WPL shall notify the Customer immediately. WPL shall then be entitled to withdraw the items, and the Customer is obliged to return the same.
- 14.4. In any case of termination (including force majeure), the parties shall settle all accounts, considering the extent of performance of contract, like refund of the



incurred costs connected with the execution of the contract by WPL or WEG. All duties of payment shall become due upon termination.

- 14.5. WEG may exercise its right to cancel or withdrawal from the contract within 24 months of the occurrence giving issue to cancel or withdraw from the contract, referred above.
- 14.6. The tolerance of a party concerning possible infringements to these GT&C and to any contract between the parties shall not characterize novation of its terms.
- 14.7. The assignment of Supply, partially or totally, both by WPL and by the Customer, shall only occur through formal agreement between the parties.
- 14.8. In the case when under the provisions of an international law, national law or under the decisions taken by WEG, resulting from these provisions, specific WEG's goods and /or technologies are banned from entering on the territory of certain counties under embargo, an interdiction or other established economic sanctions, WPL shall not be obliged to deliver such goods and/ or technologies should infringe the established interdictions, embargo or sanctions referred to therein, despite that such an obligations results from the contract. Failure to perform obligations for the above mentioned reason shall not cause any liability or responsibility of WPL.

15. Confidentiality and Intellectual Property Rights

- 15.1 No confidential information, which denotes: technical, commercial, financial, and cost-related information provided in relation to the Supply and the contract, can be disclosed to third parties, published or disclosed in any way during the term of the affected contract and within 4 years after its expiry or termination hereof, subject to clause 15.2 below.
- 15.2 WPL is entitled to share the confidential information with other entities of WEG without approval of the Customer.
- 15.3 Information in the public domain, obtained legally from third parties or developed independently by the other party shall not be subject to confidentiality undertaking. Additionally disclosure of confidential information is only possible at the order issued by a court or another competent state body if the same is required by law, after prior written notification of the other party, and provided that the parties make every possible effort to secure the confidential information in relation to such disclosure.
- 15.4 WPL shall keep all copyrights, patents and other intellectual property rights in relation to the Supply and the contract, which existed before the conclusion of the contract and those which appeared during the execution of the contract. WPL shall license the Customer to use the rights referred to or assign them to the Customer in relation to the use and on the conditions specified in the contract signed by the parties.
- 15.5 WPL shall not be liable for any claims made against WPL, and the Customer shall indemnify WPL against such claims resulting from: (a) connection or use of the Supply together with equipment, devices or software not delivered by WPL, and/or (b) a change or modification of any elements of the Supply, without written consent of WPL.

16. Miscellaneous and final provisions

- 16.1 Should one or several provisions of these GT&C be or become invalid or ineffective, these provisions shall not be applied. This shall not affect the validity and effectiveness of the remaining provisions hereof. The non-applicable provisions shall be replaced by provisions that best reflect the contents and meaning of the valid provisions hereof and the intention of the parties. The same applies, by analogy, to any gap in these GT&C.
- 16.2 The place of performance for payments shall be WPL's registered business place.
- 16.3 WPL has the right to store and process the Customer's personal data for purposes related to the implementation and execution of the contract. By accepting these GT&C, the Customer agrees to the processing of their personal data by WPL and entities acting on their behalf domestically and abroad, in connection with the implementation and execution of contracts for Supply offered by WPL. Information on how personal data is processed is available in Information Clause on the WEG/WPL website or on the demand of the Customer.
- 16.4 The fact that WPL does not use a right arising from the contract, including these GT&C and/or by statute at any point in time and/or demand the use of such right by, shall not constitute waiver of the use of such right by WPL. WPL shall be entitled to continue to assert such rights.
- 16.5 The contract with these GT&C shall be construed and executed in accordance with the substantive laws of the Republic of Poland, without recourse to the principles of conflicts of laws or the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any disputes or claims between the parties resulting from the content or execution of the contract or which relates to the Supply, which cannot be settled by the parties by agreement within 10 (ten) days from the occurrence of such a dispute, shall be settled by a common court having jurisdiction over the registered office of WPL, unless the contract states that such disputes shall be settled by impartial arbitration.

16.6 If these GT&C are also formulated in a language other than English, in the event of a dispute, the English language version of the GT&C shall apply.

16.7 These GT&C were adopted on March 1st, 2022.

17. Integrity Clause

- 17.1 The Parties declare that all negotiations that led to this Contract were executed within normal, ethical, and legal business practices and that no Party, its employees, administrators, and/or agents received any unethical and/or illegal personal advantage, for example bribe or donation to obtain this Agreement.
- 17.2 In the event that either Party becomes aware of an illegal or unethical personal advantage related to this Contract, even after the Contract's termination, it shall communicate it to the other Party immediately as a way of enabling appropriate investigations.
- 17.3 The SUPPLIER declares and warrants, by itself, its subsidiaries, its shareholders and its representatives, that: (i) It complies with all anticorruption and antibribery laws applicable to the jurisdictions achieved by the execution of this Contract ("Applicable Jurisdiction"), as well as the SUPPLIER is not involved in any legal proceeding related to corruption acts; (ii) It is not involved and will not engage in any practice of money laundering, terrorism and/or human rights abuses; (iii) It complies with all embargo and sanctions laws and regulations, local or international, applicable to the Applicable Jurisdiction ("Economic Sanctions"), as well as it is not subject to any Economic Sanctions that would restrict the execution of this Contract; (iv) is aware of and agrees with the WEG Code of Ethics for Supplier, available on the website www.weg.net, in the "Ethics" section, committing to implement its best efforts to enforce the rules established therein.
- 17.4 Any breach to the aforementioned warranties shall be deemed a material breach of the Contract and WEG shall be entitled to immediately terminate the Contract or, at its sole discretion, suspend the Contract until such breach is cured. In any case, SUPPLIER shall defend, indemnify, and hold WEG harmless of all damages or losses arising out of or resulting from the SUPPLIER's failure to comply with the aforementioned warranties