

General Terms & Conditions of Purchase

These General Terms & Conditions of Purchase ("T&Cs") govern the purchases made by LG Energy Solution Wrocław Sp. z o.o. with its registered office at Biskupie Podgórze, LG 1A St., 55-040 Kobierzyce, Poland, entered into the register of entrepreneurs of the National Court Register under KRS number: 0000614214, having NIP: 8961550941, BDO number: 000101370 ("LGESWA"), from any third party supplying any kind of goods ("Supplier");

1. Definitions:

"**Confidential Information**" has the meaning set forth in sec. 16 below.
 "Goods" means goods (including documents, materials or software) set forth in the Order, which may be Intellectual Property.
 "Force Majeure Event" has the meaning set forth in sec. 19 below.
 "Intellectual Property" means any rights to immaterial assets in particular patents, trademarks, visible results of services, rights in any design, applications for any of the foregoing, trade or business names, copyrights, including rights to software, other proprietary knowledge and information, related rights, Know-how, internet domain names, rights protecting reputation and database rights.
 "Know-how" means confidential industrial or technical information and ideas, concepts, methodology and techniques in any form, concerning Goods.
 "Personal Data" has the meaning set forth in sec. 17 below.
 "Remuneration" means the remuneration for sold Goods set forth in the Order.
 "Quantity inquiry" means a document prepared in written or documentary form containing the original terms and conditions presented by the LGESWA applicable to the sale of Goods.
 "Order" means document submitted by LGESWA, prepared in written or documentary form, containing the specific terms and conditions applicable to the sale of Goods, as agreed by the Parties.
 "Specification" means document containing the technical details of Goods ordered under a given Order, agreed by the Parties, and accepted by the Supplier, indicated in the Order or enclosed to the Order.
 "Supplier's Personnel" means the Supplier's managers, employees, agents, individuals working with the Supplier under civil law agreements or subcontractors of the Supplier.
 "Systems" means communication systems, software, computer and communication networks, hardware, firmware, servers, devices, cabling and related equipment, databases with their supporting documentation.
 "Upgrade" means any enhancements made by the Supplier or third party to any System, software, hardware or firmware.

2. Subject Matter of the T&Cs

- 2.1. T&Cs sets forth the rights and obligations of the Parties in relation to the sale and delivery of Goods by the Supplier, as specified in the Order made by LGESWA and other accompanying documents.
- 2.2. LGESWA may, but is not obliged to, submit one or more Orders. LGESWA may submit Orders in writing or documentary form (including by e-mail), subject to sec. 18 below. Upon reception of an Order, the Supplier shall notify LGESWA of its acceptance or rejection, not later than within 3 working days. The Parties agree that in case of lack of response within such timeframe, an Order is deemed accepted.
- 2.3. In case of any discrepancy:
 - (a) between the Order and T&Cs, the provisions of the T&Cs shall prevail, unless the T&Cs expressly provides that the matter may be separately governed by the Order;
 - (b) between the Order and any other document concerning the Parties' cooperation in the scope related to the performance of the subject matter of the Order, in particular the Specification, the table of orders, or any other document, e.g. the Supplier's offer or any other documents originating from the Supplier, the provisions of the Order shall prevail, subject, however, to letter a above.
- 2.4. Orders, Quantity inquiries and Specifications specify in particular:
 - (a) specification of Goods;
 - (b) applicable deadlines;
 - (c) Remuneration, payment terms, payment deadlines, reimbursable expenses, if applicable;
 - (d) any additional terms and conditions, in particular quality guarantee and maintenance provisions.

3. Representations and Warranties

- 3.1. Supplier warrants and represents that:
 - (a) it shall comply with all applicable laws, rules and regulations in performance of the Order;
 - (b) in the event that work is carried out on the LGESWA premises, Supplier shall comply with all rules communicated to it on the LGESWA premises, including in particular all procedures, rules and regulations made available at [lgensol.pl/en/ehs-documentation/]. If the documents provided at the indicated address are not available, the Supplier shall request access to the documents from LGESWA;
 - (c) in the event that work is carried out on LGESWA's premises, prior to the commencement of such work, shall identify to LGESWA (by informing the person specified in the Order or any other person designated by LGESWA in documentary form) a contact person on the part of the Supplier capable of using Polish or English at least B1 level;
 - (d) it is capable of delivering Goods under T&Cs and respective Order;
 - (e) it obtained, or will obtain, any and all permits, licenses and/or third-party consents, approvals or assignments in a timely manner which are required in connection with the performance of the T&Cs and the Order by Supplier or in order to enable Supplier to sell and LGESWA to use any Goods;
 - (f) sale of Goods will be provided in a timely manner with a high level of care, skill and diligence and in accordance with the terms and conditions set forth in the applicable Order, regulations of Polish law, as well as in a way consistent with industry acceptable practices;
 - (g) regarding environmental safety and impacts Supplier shall fully comply with any and all relevant national and international laws and internal LGESWA's environmental safety regulations.
 - 3.2. In addition to any other rights or remedies provided in the T&Cs or under applicable laws, if Goods is not compliant with conditions set forth in T&Cs or in the Order, or Goods fail to conform to the applicable representations and warranties specified above, at LGESWA's sole discretion, Supplier shall, without additional compensation or cost to LGESWA and without prejudice of other rights of LGESWA under T&Cs, the Order or provisions of law, at LGESWA's sole discretion:
 - (a) correct or revise any defects in Goods; or
 - (b) replace the nonconforming Goods; or
 - (c) refund all or part of the Remuneration and costs for Goods; or
 - (d) provide an alternative, free of charge solution.
 - 3.3. The Supplier must follow the *LG Energy Solution Code of Conduct for Suppliers*, and accordingly shall not *inter alia* use or facilitate any type of involuntary labor, including forced, indentured, bonded, slave or human trafficked labor. Supplier shall not hire any person below the legal working age, and complies with the legal requirements for juvenile labor regarding minimum age, working hours and working conditions. Suppliers must provide fair compensation in compliance with all applicable wage and hour laws, rules and regulations, ensure a work environment free from bullying, intimidation, coercion, corporal punishment or harassment and prohibits all forms of discrimination.
 - 3.4. The Supplier shall, within 5 days of entering into the separate written agreement, deliver to LGESWA a properly completed and manually signed payment form (in the version received from LGESWA) and an original bank account certificate issued by the bank holding the Supplier's account to be utilized under the agreement.
 - 3.5. LGESWA declares that it has the status of a large enterprise in the sense adopted in the Act of 8 March 2013 on preventing excessive delays in commercial transactions.
- ### 4. Sale and delivery of Goods
- 4.1. In order to purchase Goods, the LGESWA shall submit to the Supplier a Quantity inquiry. The Quantity Inquiry is not an offer, but only invitation to further negotiations.
 - 4.2. Supplier will respond to the submitted Quantity inquiry within 3 days of its receipt. If, due to the nature of the Goods, it is not possible to answer within the specified period, Supplier shall provide a deadline for reply.
 - 4.3. The Parties agreeing on the requirements contained in the Quantity inquiry will constitute the basis for the LGESWA to place an Order.
 - 4.4. If under the Order the Supplier is obliged to deliver the Goods, the Goods shall be provided by the completion dates set forth in T&Cs and Order.
 - 4.5. If the Supplier fails to deliver the Goods within the agreed time limit, all damages incurred by the LGESWA and any additional costs required to complete the specified delivery schedule will be charged at the Supplier's expense.
 - 4.6. Supplier will pack and mark the Goods in accordance with the LGESWA's instructions, provide the lowest rates of transport, meet the carrier's requirements and ensure delivery free of damage and deterioration of the quality of the Goods. Unless the Parties agree otherwise, the Remuneration includes all fees and expenses related to the delivery of the Goods. The ownership of containers and other packaging materials is transferred to the LGESWA upon receipt of Goods by the LGESWA.
 - 4.7. LGESWA may specify the carrier or method of transport of the Goods.
 - 4.8. LGESWA has right to inspect and evaluate Goods on dates and places designated by the LGESWA, including when

- 4.9. receipt the delivered Goods.
 - 4.9. Unless the Parties specify otherwise in the Order, Supplier shall obtain, at its own expense, all necessary permits or licenses and will pay all taxes, fees related to the delivery of Goods to the LGESWA.
 - 4.10. If during supply of the Goods and/or the provision of Guarantee Service it is necessary for Supplier's Personnel to enter any LGESWA's facility, Supplier shall be responsible for such Supplier's Personnel's compliance with all applicable security and health and safety rules of the LGESWA facility. LGESWA facility including the regulations indicated in point 3.1 letter b of the T&Cs. The Supplier shall ensure that each member of the Supplier's Personnel speaks Polish or English to the extent necessary for the proper supply of Goods and/or the provision of Guarantee Service or shall ensure that an interpreter is available at all times to enable communication in Polish or English between LGESWA personnel and the Supplier's Personnel (on site or by telephone).
 - 4.11. At LGESWA's request, Supplier shall provide information and prepare and submit to LGESWA such documentation as may be necessary to evidence the sale and delivery of the Goods.
 - 4.12. Unless otherwise specified in the Order, ownership of the Goods shall pass to the LGESWA on the date of its receipt.
 - 4.13. Unless the Order provides otherwise, the receipt of Goods will take place on the terms set out below.
 - 4.14. After the installation of the Goods, if applicable, LGESWA, with the assistance from Supplier, shall perform the final acceptance test of the delivered Product, including but not limited to, the materials, tools and/or tooling used in their assembly or manufacture, at LGESWA's facility at a time convenient to LGESWA ("Final Acceptance Test"). LGESWA shall conduct the Final Acceptance Test in accordance with LGESWA's inspection standard. Supplier, upon LGESWA's request and at its own cost and expense, shall be present at the Final Acceptance Test. Performance and results of the Final Acceptance Test must be documented by written protocol, signed by both Parties.
 - 4.15. Notwithstanding any payment or prior inspection made by LGESWA, if the Goods fails the Final Acceptance Test, then Supplier shall, at its own costs and expenses, replace or repair the non-conforming Goods. In case Supplier fails to correct the non-conformity to the satisfaction of LGESWA within ten (10) business days from the failure of the Final Acceptance Test, then LGESWA may (i) replace or repair the non-conforming Product by itself or a third party, and Supplier shall pay the costs and expenses, or (ii) terminate the Order without assuming whatever liability to Supplier and Supplier shall refund whatever amount LGESWA has paid to Supplier under the given Order. In case of replacement or repair, LGESWA shall repeat the Final Acceptance Test over such replaced or repaired Goods.
 - 4.16. Supplier shall provide sufficient quantities of consumables and bear the costs necessary for installation of the Goods and the Final Acceptance Test. In case a repeated attempt on the Final Acceptance Test is needed, Supplier shall bear the costs of consumables needed.
 - 4.17. If the Goods is subject to import from outside of the European Union, the Supplier shall issue certificates of preferential origin of Goods supplied to LGESWA according to the applicable free trade agreement ("FTA") with the country of the Goods' origin. If certificates of preferential origin of goods cannot be issued, the Supplier shall explain the reason to the LGESWA and provide written evidence. FTA customs duty rate shall be applied to this T&Cs. If the Supplier cannot provide certificates of preferential origin, the Supplier shall bear the costs of additional higher customs duty rates unless the LGESWA has agreed not to use the FTA tax customs duty rate before issuing the Order. Supplier must faithfully respond to requests of the relevant customs authorities.
- ### 5. Supplier's Personnel
- 5.1. Supply of Goods and Guarantee Service shall be made by Supplier's Personnel with the qualifications and any training required for the proper performance of the Order.
 - 5.2. Upon LGESWA's request, Supplier shall exclude from supply of Goods and/or provision of Guarantee Service any Supplier's Personnel who, in LGESWA's sole discretion, is engaged in improper conduct, including failing to comply with health, safety and fire requirements while on LGESWA premises or is not qualified to supply the Goods. Notwithstanding the foregoing, LGESWA shall be entitled to disallow or remove the members of the Supplier's Personnel referred to in the preceding sentence, which shall not constitute a default or improper performance of the Order by LGESWA.
 - 5.3. Supplier authorizes LGESWA to conduct, on behalf of Supplier, sobriety checks within the meaning of the provisions of Article 221c - Article 221f of the Polish Labor Code (testing for the presence of alcohol in the employee's organism and testing for the presence in the employee's organism of substances acting similarly to alcohol) in relation to the Supplier's Personnel and declares that:
 - a) implemented sobriety control as provided for in the aforementioned regulations;
 - b) inform the Supplier's Personnel of LGESWA's authority to conduct sobriety checks on the Supplier's Personnel.
 - 5.4. LGESWA undertakes to inform the Supplier of the results of a sobriety check conducted with respect to the Supplier's Personnel in a situation where such check would give a positive result. A positive result of a sobriety check shall constitute reasonable grounds for immediate exclusion of the concerned member of the Supplier's Personnel from the performance of the Order.
- ### 6. Remuneration
- 6.1. The LGESWA shall pay the Supplier the price in the form of Remuneration, in accordance with the Order.
 - 6.2. LGESWA shall not be responsible for any costs, fees, taxes or other expenses that exceed the amounts specified in the Order, or are not pre-approved by LGESWA in writing.
 - 6.3. The Remuneration shall also include fees for the assignment of Intellectual Property rights, the granting of licenses and other rights and entitlements by the Supplier under the terms and fields of exploitation specified in accordance with section 8 of the T&Cs.
 - 6.4. The Remuneration is not subject to any corrections under any basis.
- ### 7. Payment Terms
- 7.1. LGESWA shall make payments to Supplier for Goods within 60 days of receipt of a correctly issued invoice, unless a different payment term is specified in the Order. Invoices will be issued in accordance with the arrangements set out in the Order.
 - 7.2. In the absence of any arrangements in the Order, the invoice for the sold and delivered Goods will be issued by the Supplier after receipt by the LGESWA.
 - 7.3. Payment for Goods shall not constitute LGESWA's approval of its quality.
 - 7.4. If the Supplier is delaying the delivery of the Goods, LGESWA may postpone the payment of Remuneration for the performance of the Order until it is delivered.
 - 7.5. If a dispute arises over payment, LGESWA shall notify Supplier of the amount in dispute and the basis of such dispute. LGESWA shall not be in default of its obligation to pay the disputed part of the Remuneration as long as the dispute remains unresolved.
 - 7.6. Supplier guarantees that the price of Goods sold to the LGESWA on the basis of Order is not less favorable than the prices offered to other Supplier's customers. If the Supplier reduces its prices to other customers during the term of the Order for such Goods, Supplier will reduce the prices for the LGESWA accordingly. If the LGESWA presents the Supplier with the same Goods offered by another person at a lower price than proposed by the Supplier, Supplier will reduce the amount of Remuneration for Goods to the amount provided by the LGESWA.
 - 7.7. The Supplier, if the conditions set out in the Act of 11 March 2004 on goods and services tax for the application of the split payment mechanism are met, will mark the invoice with the words *split payment mechanism / Mechanizm podzielonej płatności / MPP*.
 - 7.8. The Supplier will place the appropriate PKWiU (*Polish Classification of Products and Services*) codes on each invoice issued for each Goods sold.
 - 7.9. LGESWA may, at any time, deduct his claims under the Order (payable and non-payable) with the claims of Supplier.
 - 7.10. LGESWA accepts the issuance and transmission of invoices by the Supplier in electronic form, based on the provisions of the Goods and Services Tax Act of 11 March 2004.
 - 7.11. Electronic invoices shall be sent via e-mail: eswa.invoice@lgensol.com or any other e-mail designated by LGESWA.
 - 7.12. Regardless of the form in which the invoice was transmitted, the Supplier shall send a scan of the invoice to the e-mail address of the person indicated in the Order or the person placing the Order on behalf of LGESWA.
- ### 8. Intellectual Property Rights
- 8.1. The Supplier shall at the time specified in Sec. 4.12 of the T&Cs (receipt of Goods), transfer to LGESWA all present and future Intellectual Property rights existing or arising in connection with sale of Goods, to the creations that have been developed specifically for LGESWA in the performance of the T&Cs and the Order, including all Know-how, Systems and Upgrades, in all fields of exploitation known at the date of the Order, in particular in the fields of exploitation indicated in Articles 50 and 74 section 4 of the Polish Copyright and Related Rights Act, including but not limited to:
 - (a) use, permanent or temporary fixation and/or reproduction of creation in whole or in part, by whatever means and in whatever form, regardless of format, operating system or standard, in particular as regards fixation and reproduction, by any technique, including printing, reprography, magnetic recording and digital technology;

- (b) entry of creation into the memory of a computer or other electronic device in whole or in part, temporary fixation or reproduction of such records, including the making of copies, and free use and disposal of such copies.
- (c) use, launch, display, transmit and store of creation regardless of format, system or standard, and access the creation or parts thereof.
- (d) as regards putting into trading the original of creation or its copies on which the work was fixed – putting into trading, lending for use or lease of the original or its copies;
- (e) public presentation, exhibition, broadcasting, reproduction, as well as public dissemination in such a way as to enable everyone to access creation at the place and time of their own choice, including making them available electronically on demand, especially in closed networks, wire broadcasting, wireless broadcasting and by satellite in the territory of Poland and abroad;
- (f) permanent or temporary multiplication of a computer program in whole or in part by any means and in any form; to the extent that the computer program needs to be multiplied in order to be introduced, displayed, used, transferred and stored, these activities require the consent of the authorized person;
- (g) translation, adaptation, modification, rearrangement or any other change in a computer program;
- (h) distribution, including lending or rental, of computer programs or copies thereof;
- (i) translate, modify, alter or adapt, make any other changes or alterations of creation, to the fullest extent permitted by law,
- (j) use of creation for marketing or promotional purposes, including advertising, sales promotion, as well as for the designation or identification of expressions of business activity and for educational or training purposes,
- (k) with regard to creations constituting artistic performances within the scope of the rights specified in Article 86 section 1 point 2 of the Copyright and Related Rights Act,
- (l) with regard to creations constituting a phonogram within the scope of the rights specified in Article 94 sections 4 to 5 of the Copyright and Related Rights Act,
- (m) with regard to creations constituting databases with regard to the extraction of data and their secondary use in whole or in substantial part, as regards quality or quantity
- 8.2. As of the moment of assignment indicated in Sec. 8.1, the Supplier allows LGESWA and assigns to LGESWA within the Remuneration authorizations to exercise derivative copyrights and is obliged to ensure that the authors and/or performing artists shall not exercise their moral rights and/or the rights enumerated in Article 86 section 1 point 1 of the Copyright and Related Rights Act. At the same time, LGESWA acquires the exclusive right to authorize the exercise of derivative copyrights.
- 8.3. As of the moment of assignment indicated in Sec. 8.1 of the T&Cs, the Supplier transfers to LGESWA within the Remuneration ownership of the media on which the Goods are recorded. The media on which the Goods is recorded will be delivered to LGESWA on the day of receipt.
- 8.4. In case of creations, which are not developed specifically for LGESWA in the performance of the Order, but are connected with the use of Goods (“Licensed Assets”), Supplier undertakes, within the scope of its powers, to grant LGESWA a worldwide, non-exclusive license to use, reproduce and modify Licenses Assets on the fields of use indicated in sec. 8.1 of the T&Cs. The license is granted for an initial period of 5 years, and upon its expiry it shall be renewed for consecutive 5 years terms. The license granted entitles LGESWA to grant sublicenses. In case of sublicenses granted by LGESWA, the Supplier is not entitled to any additional remuneration. The Supplier undertakes to refrain from terminating such a license.
- 8.5. The rights listed in the sec. 8 shall not be in any way whatsoever restricted or encumbered for the benefit of third parties, and such rights will be also free from any claims of third parties, unless the Parties expressly agree otherwise in writing under pain of invalidity
- 8.6. All items, goods, products, samples, documents, recipes and information provided by LGESWA to Supplier and Intellectual Property rights thereto shall remain the property of LGESWA. The Supplier will be able to use them only for the purpose of performing contractual obligations between the Parties.
- 9. Liability**
- 9.1. The Supplier is liable for non-performance or improper performance of T&Cs and the Order.
- 9.2. The Supplier shall pay LGESWA the contractual penalty in case of:
- (a) delay in performance of T&Cs and the Order in relation to the timeframes set forth in T&Cs, Order and other documents provided by LGESWA - in the amount of 0,3% of the Remuneration per each day of delay;
- (b) breach of the provisions of sec. 16 of the T&Cs (*Confidentiality*), sec. 8 of the T&Cs (*Intellectual Property*) - in the amount of 10 000,00 EUR per each event of breach.
- (c) breach by the Supplier of the provisions:
- sec. 7.7. (*Split payment mechanism*) or sec. 7.8 of the T&Cs (*PKWiU codes*);
 - sec. 3.1. letters a, b or c of the T&Cs (*statements and assurances of the Supplier*);
 - sec. 4.10 of the T&Cs (*staying on LGESWA's facilities*);
 - sec. 5.1., 5.2 of the T&Cs (*improper conduct of Supplier's Personnel*);
 - sec. 3.3 of the T&Cs (*LG Energy Solution Code of Conduct for Suppliers*),
- in the amount of 1 000,00 EUR per each event of breach;
- (d) breach of the provisions of sec. 11.2 of the T&Cs (*Insurance*) - in the amount of 0,1% of the Remuneration per each day of delay;
- (e) termination of the Order by LGESWA under sec. 13.2 of the T&Cs (*Termination of the Order with immediate effect*) or withdrawal from the Order by LGESWA for reasons attributable to the Supplier - in the amount of 10% of the Remuneration specified in the Order to which the termination or withdrawal relates;
- 9.3. Parties agree that the stipulated contractual penalties may be cumulated.
- 9.4. LGESWA may claim damages exceeding the amount of the contractual penalties stipulated in the T&Cs and in the Orders.
- 9.5. The Supplier shall indemnify LGESWA, LGESWA's related companies and LGESWA's customers against the obligation to redress the damage which LGESWA, LGESWA's related companies and LGESWA's customers may have towards any entitled third party which occurred in connection with the improper performance or non-performance of T&Cs and Order by the Supplier. Should any entitled third party raise a claim for redressing the damages referred to above, the Supplier in each case shall reimburse LGESWA, LGESWA's related companies and LGESWA's customers for any and all damages, compensation and costs (including court fees and costs of legal assistance) incurred by LGESWA, LGESWA's related companies and LGESWA's customers in connection with such claims. For the avoidance of doubts, the provisions of the immediately preceding sentence requiring Supplier to release LGESWA, LGESWA's related companies and LGESWA's customers from liability constitute an agreement for the release from the obligation to perform within the meaning of art. 392 of the Polish Civil Code.
- 9.6. In case any third parties raise claims against LGESWA, LGESWA's related companies or LGESWA's customers in connection with any breach of the Intellectual Property rights, or under tort or unfair competition in connection with the LGESWA, LGESWA's related companies or LGESWA's customers use of the Goods, the Supplier shall undertake all steps necessary to protect the LGESWA, LGESWA's related companies or LGESWA's customers against such claims or, if the LGESWA, LGESWA's related companies or LGESWA's customers are obligated to satisfy such claims, the Supplier shall compensate all damages incurred by the LGESWA, LGESWA's related companies or LGESWA's customers in connection with such claims and shall pay LGESWA, LGESWA's related companies or LGESWA's customers all expenses and costs incurred by LGESWA, LGESWA's related companies or LGESWA's customers in connection with such claims.
- 9.7. The Supplier shall be liable towards LGESWA for any damages incurred by LGESWA in connection with actions or omissions of the Supplier's Personnel or any other person used by the Supplier while performing the Order, incurred in connection with the performance of the Order by Supplier's Personnel or on the occasion of the performance of the Order.
- 9.8. Unless otherwise specified in the Order, in order to guarantee the complete and full performance of any obligations of the Supplier under this T&Cs or the Order, the Supplier shall no later than fourteen (14) days after the issuance of a given Order, establish a performance bond – in the form of bank guarantee, insurance guarantee or any other accepted by LGESWA – up to the amount of ten percent (10%) of the total price stemming from the Order (“**Bond**”). The Bond shall also cover the performance of the warranty obligations. The Bond must be irrevocable, unconditional and payable upon first demand of the LGESWA. The Bond shall be maintained until the expiration of the warranty period as set forth in the Order.
- 10. Guarantee and Maintenance**
- 10.1. Goods:
- 1) will be free from any legal or physical defects;
 - 2) will not, nor will the use thereof, violate any third party rights.
- 10.2. Supplier guarantees that Goods will comply with Order, Specification, other documents provided by LGESWA and samples provided by the Supplier and then accepted by the LGESWA.
- 10.3. Supplier ensures the Goods will be fit for use for their intended purpose.
- 10.4. Supplier guarantees that Goods will function properly in normal operation, i.e. in accordance with the Order.
- 10.5. Supplier compensate all costs and expenses incurred by LGESWA, including, but not limited to, expenses for repairs or replacements made by LGESWA.
- 10.6. Unless otherwise specified in Order, Supplier grants LGESWA a worldwide, 3-year quality guarantee for Goods.
- 10.7. Supplier upon LGESWA receiving Goods will transfer to LGESWA its rights under the guarantee and statutory warranty on Goods granted by its producer or seller.
- 10.8. Within the quality guarantee the Supplier shall provide a guarantee service (“**Guarantee Service**”), within which it undertakes to:
- 1) rectify the defects notified; or
 - 2) replace defective Work Results, Goods, assembled materials and devices with defect-free ones; or
 - 3) reimburse all or part of the Remuneration and costs for defective Goods.
- 10.9. Guarantee Service shall be provided immediately and completely upon demand by LGESWA within standard term from 1 to 5 days.
- 10.10. The Supplier shall appoint one person from the Supplier's Personnel who will be responsible form contact with LGESWA regarding Guarantee Service.
- 10.11. Supplier is responsible for any damages suffered by third party using Goods
- 10.12. Any and all warranties herein shall be in addition to any warranties implied by law or otherwise made by Supplier.
- 10.13. Additional specific provision regarding Guarantee Service may be stated in the relevant the Order or in a separate agreement.
- 10.14. The remuneration related to Guarantee Services is included in the Remuneration.
- 11. Insurance**
- 11.1. Unless otherwise provided in the Order, the Supplier shall maintain during the term a general civil liability insurance in relation to conducted business activity in the amount not lower than 5-times the amount of the first Order issued to the Supplier in the first calendar year of cooperation and in any subsequent years not lower than 5-times the amount of the most valuable Order issued in the previous year, unless the Parties determine otherwise in an Order, with respect to a given Order.
- 11.2. Supplier, within 3 days of acceptance the Order for execution, shall provide LGESWA with copies of up-to-date insurance policies confirming the compliance with the obligation set forth in sec. 11.1. above.
- 11.3. The Supplier's liability shall not be limited to the extent or amount of insurance coverage.
- 12. Term**
- 12.1. These T&Cs shall apply for a specified term stated in the Order and the term of the guarantee and statutory warranty, starting from the date of the Order, unless the Order is earlier terminated. These T&Cs shall cease to apply to the Order in case of execution of a separate agreement in writing between the Supplier and LGESWA.
- 13. Termination**
- 13.1. Unless otherwise indicated in the Order, LGESWA shall be entitled to terminate the Order by giving 30 days' notice at any time and without assigning any reason.
- 13.2. LGESWA may terminate a given Order at any time, with immediate effect, without incurring additional costs if the Supplier fails to perform or improperly performs any of its obligations under the T&Cs or any Order and fails to remedy such non-performance or improper performance to the satisfaction of LGESWA within 14 days after LGESWA notifies the Supplier of such failure (unless, given the circumstances of the failure, setting a deadline is not advisable).
- 13.3. The Supplier may terminate an Order at any time if LGESWA is in default (zwlóka) with payment of the Remuneration with respect to a given Order for more than 100 days, and shall not pay the outstanding amounts to the Supplier within 14 days after the Supplier notifies LGESWA of such default.
- 13.4. In each case the notice of termination must be given in writing, otherwise it will be invalid.
- 13.5. Within 30 days of termination of an Order, Supplier shall:
- (a) settle all amounts due and payable under the T&Cs or the terminated Order and refund to LGESWA the unused portion of any amounts prepaid by LGESWA, and
 - (b) deliver all Goods and return all materials or devices owned by LGESWA to its designated address, unless LGESWA decides otherwise.
- 13.6. The termination rights of LGESWA under this T&Cs or Order do not limit or exclude LGESWA's rights to withdraw from the Order under the law.
- 14. Independent Contractor Relationship**
- 14.1. Acceptance of T&Cs does not create an employer-employee, agency, joint venture, partnership or similar relationship between the Parties. Each Party shall act solely as an independent contractor, and neither Party shall have the right to bind or represent the other Party in any way.
- 14.2. Except as otherwise expressly provided in this T&Cs or Order in question, Supplier shall supply, at its own expense, and be responsible for, all materials, facilities, devices, supplies and Supplier's Personnel necessary to meet its obligations under this T&Cs or the Order.
- 15. Subcontractors and Assignment**
- 15.1. Supplier may not subcontract any of its obligations under this T&Cs and the Order except with the prior approval of LGESWA, given in writing otherwise invalid.
- 15.2. Supplier shall reimburse LGESWA for all amounts that LGESWA was obliged to pay to the Supplier's subcontractor (further subcontractor) due to the Supplier's improper performance or non-performance of the Supplier's obligations towards the subcontractor (further subcontractor) undertaken in connection with the Supplier's performance of the Order, including failure in payment to subcontractor or further subcontractor.
- 15.3. The Supplier shall pay the subcontractor's remuneration on time and fully.
- 15.4. In the event of failure in payment, LGESWA shall be entitled to pay the remuneration to the subcontractor. LGESWA will at the same time be entitled to reduce the Remuneration due to the Supplier by this amount or to claim reimbursement of the entire amount paid from the Supplier.
- 15.5. Supplier shall reimburse LGESWA for all amounts that LGESWA was obliged to pay to the Supplier's subcontractor in relation to claims made by the subcontractor.
- 16. Confidentiality**
- 16.1. The Parties acknowledge that all information communicated to it by the other shall be received in strict confidence, shall be used only for purposes of the Order, and that no such information shall be disclosed by one Party, its agents or employees without the prior written consent of the other Party.
- 16.2. For the purposes of the T&Cs, Confidential Information shall mean all information, materials, documents related to the Party or its affiliates, in particular relating to business activities of the Party and which may constitute a trade secret that may or has become known to the Party in connection with or during performance of the OWU and/or Order, as well as any Information acquired by the Parties in connection and during establishment and conduct of cooperation between the Parties, either directly or indirectly, irrespective of the form and medium on which such information is recorded or transmitted, and irrespective of whether such information is transmitted by the Party itself or by its affiliate. Confidential Information include in particular customer lists, customer and supplier identities and characteristics, agreements, marketing knowledge and information, pricing information, marketing plans and business plans, strategies, forecasts, financial information, budgets, research papers, projections, procedures, quality control and manufacturing procedures, patents, patent applications, processes of research and development, specifications, data, Know-how, formats, plans, sketches, drawings, models, product samples, formulas, innovations and inventions, test results, discoveries and improvements and any other information or procedures or documents. Confidential Information shall be considered as subject to the obligation of secrecy without being marked as confidential or with any other marking indicating its confidential nature.
- 16.3. The obligations set forth in this sec. 16 shall survive for a period of 5 years from expiry, withdrawal or termination of the Order.
- 16.4. The obligations set forth in this section shall not apply to Confidential Information:
- (a) has been lawfully publicly disclosed; or
 - (a) is publicly available and/or disclosed via means of mass communication and on the Internet by the Party to whom the Confidential Information relates; or
 - (b) is required to be disclosed pursuant to mandatory provisions of law or binding or immediately enforceable decisions issued by a competent court, public administration authority or other entity authorized by law; or
 - (c) is communicated in the course of judicial, arbitration or administrative proceedings pending between the Parties, provided that (i) the communication of the Confidential Information is necessary to protect the interests of the Party in question and proof of the asserted claims is not otherwise possible, (ii) the Party has

- been ordered to communicate the Confidential Information by the court or authority conducting the proceedings; or
- (d) is developed by the receiving Party autonomously and independently, without the use of the Confidential Information obtained; or
 - (e) is known or available to the Parties from other sources, without the obligation of secrecy, unless the person that provided such information was or is required to maintain confidentiality with respect to such information and the disclosure was made in breach of an obligation of confidentiality; or
 - (f) for which the other party has given a written consent for the disclosure; or
 - (g) is provided to an affiliate; or
 - (h) disclosed to persons and entities with the assistance of which the cooperation between the Parties is carried out, subject to the disclosure in this respect shall be permitted only to the extent necessary for the performance of such cooperation, i.e. to persons and entities to whom Confidential Information is necessary for the proper performance of the tasks entrusted to them, under a condition that such persons or entities to whom Confidential Information is to be disclosed are obliged to maintain their confidentiality.
- 16.5. The Parties also entered into a separate non-disclosure agreement.
- 17. Personal Data**
- 17.1. Personal Data means any about an identified or identifiable natural person, including data that a Party collects or derives as a result of its interactions with the other Party, its employees, customers or suppliers or other third parties.
- 17.2. Each Party shall collect, maintain and process Personal Data only for the purposes of performing the Order or as otherwise directed in writing by the other Party. In doing so each Party shall comply with all applicable privacy and data protection laws. For the avoidance of doubts, unless otherwise stated in the Order, neither of the Parties entrusts the processing of Personal Data to the other Party. If the provided delivery of Goods include processing of personal data on behalf of LGESWA by the Supplier, the Parties shall enter into a data processing entrustment agreement.
- 18. Notices**
- All notices required under the T&Cs shall be delivered in writing or documentary form to the addresses as set forth below:
LG Energy Solution Wrocław Sp. z o.o.
LG 1A St., Biskupice Podgórne, 55-040 Kobierzyce
- 19. Force Majeure**
- 19.1. Force Majeure Event means, with respect to either Party, without limitation by enumeration, an act of God, explosion, accident, fire, epidemic, landslide, lightning, earthquake, flood or similar cataclysmic occurrence; an act of the public enemy, war, blockade, insurrection, riots, civil disturbance, sabotage, lockouts, embargo, martial laws or laws proclaiming the state of emergency whether international, national or local events beyond the Party's control that did not exist when the Order was granted which, in spite of exercising due diligence by the Party, could not have been foreseen and prevented.
- 19.2. The Party which has been affected by the Force Majeure Event shall promptly inform the other Party in writing of the inability to perform the Order. In the case of being unable to perform the Order for more than 30 days, the other Party shall have the right to immediately terminate the Order which cannot be performed due to force majeure upon notice submitted to the other Party, given in writing or in documentary form otherwise invalid.
- 19.3. After the Force Majeure Event has ceased, the Party which had been affected by it shall inform the other Party in writing or in documentary form of that fact and resume performing the Orders, provided they are not terminated in advance.
- 20. Governing Law and Jurisdiction**
- 20.1. T&Cs shall be governed by the laws of Poland.
- 20.2. All disputes arising out of the T&Cs or the Order or related hereto, shall be amicably settled by the Parties in good faith negotiations. If any dispute is not resolved amicably the Parties hereby submit to the exclusive jurisdiction of the courts adequate for the venue of the LGESWA over any disputes under the T&Cs or the Order.
- 21. Amendments**
- Any amendment to the T&Cs must be made in writing otherwise it is invalid.
- 22. Transfer**
- Neither Party may transfer the rights and obligations arising from the T&Cs or Order without the prior written consent of the other Party expressed in writing, otherwise it is invalid.
- 23. Severability**
- 23.1. If any provision of this T&Cs is deemed invalid or unenforceable for any reason, the validity and enforceability of the remaining provisions of the T&Cs and the Order shall not be affected or impaired, and all remaining terms of the T&Cs remain in full force and effect, and to the extent possible, the Parties shall replace the invalid provision with a new legally valid provision to achieve the purpose of the invalid provision.
- 23.2. The T&Cs constitutes the entire understanding among the Parties hereto with respect to the subject matter hereof. All prior negotiations, understandings and agreements between the Parties, or other provisions and rules specified in the general terms and conditions or any other document provided by the Supplier are superseded by the T&Cs. The Parties expressly confirm that no contractual templates of the Supplier will apply to the cooperation covered by this T&Cs, unless it is explicitly stated otherwise in the Order.

Biskupice Podgórne, 14.08.2023