

GENERAL TERMS AND CONDITIONS OF PURCHASE

These General Terms and Conditions of Purchase shall represent an integral part of each order for goods placed by 3DGence sp. z o.o., hereinafter referred to as the "Buyer".

§ 1 Definitions:

1. **GTCP, Terms and Conditions of Purchase** shall mean these General Terms and Conditions of Purchase
2. **Buyer,** shall mean **3DGence sp. z o.o.** with its registered office in Katowice, ul. Mickiewicza 29, entered in the register of entrepreneurs kept by the District Court for Katowice-East in Katowice, 8th Commercial Division under number KRS 265431, NIP 6330009438, REGON 271077426.
3. **Supplier** shall mean an entity that concluded the Agreement with the Buyer and accepted an order placed by the Buyer, which will be executed in accordance with the terms of these GTCP and the Order.
4. **Goods, Subject of the Order** shall mean a product or service that is purchased by the Buyer under the agreement concluded with the Supplier.
5. **Order** shall mean an order placed by the Buyer and accepted by the Supplier for execution under the terms and conditions specified in the GTCP, the subject of which is the purchase of the Goods.
6. **Agreement** shall mean an agreement concluded between the Buyer and the Supplier, the subject of which is the purchase of the Goods. The Agreement is concluded when the Supplier accepts the Order for execution. Specific terms and conditions of the transaction are governed by the content of the Order, these GTCP, a separate agreement or other e-mail arrangements between the Parties.
7. **Parties** shall mean the Buyer and the Supplier.
8. **Design elements** shall mean elements made at the request of the Buyer, based on the documentation provided by the Buyer (drawings, specifications, packing cards). Ordering the elements to be made on the basis of the Buyer's design documentation shall not transfer to the Supplier any author's economic rights to the documentation provided and any other materials transferred to the Supplier.
9. **Data controller** shall mean an entity that determines the purposes and means of processing personal data, either independently or jointly with others.
10. **Processor** shall mean an entity that processes personal data on behalf of the Controller and in accordance with the Controller's recommendations.
11. **Personal data** personal data shall mean any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is a person who can be directly or indirectly identified, in particular on the basis of an identifier such as name and surname, identification number,

location data, internet identifier or one or more specific factors defining physical, physiological, genetic, mental, economic, cultural or social identity of a natural person.

12. Defect a fault, legal defect or physical defect of the Goods that reduces the usefulness of all or part of the Goods.

13. Appendices: are documents attached to the GTCP, the content of which constitutes an integral part of this document.

§1 GENERAL PROVISIONS

1. By accepting the Order, the Supplier shall agree to deliver and transfer to the Buyer the ownership of the Goods in accordance with the Order, the Agreement and these GTCP, and the Buyer shall agree to pay the price.
2. The Agreement is concluded between the Parties when the Supplier confirms to the Buyer that the Order has been accepted for execution.
3. In the event of any conflict between the provisions of the Agreement or the Order and these GTCP, the provisions of the Agreement and the Order shall be binding upon the Parties.
4. In order to confirm the acceptance of the GTCP, the Supplier shall be required to sign the GTCP document in accordance with the rules of representation and return two signed copies to the address of the Buyer's registered office.
5. The Buyer shall be authorised to change the Terms and Conditions of Purchase. The Buyer shall notify of the change of the Terms and Conditions of Purchase 30 days in advance. The Supplier who accepts the changed Terms and Conditions of Purchase shall be required to sign the document in accordance with the rules of representation and return two signed copies to the address of the Buyer's registered office.

§ 2 ORDER

1. The Buyer's order should be sent via e-mail or in writing.
2. The Supplier shall accept the Order for execution on the day on which the Supplier confirmed the acceptance of the Order for execution in writing or by e-mail and immediately notified the Buyer of this in writing or by e-mail. Each Order shall have a number assigned by the Buyer.
3. The Supplier shall be required to deliver the Goods in the quantity specified in the Order, made in accordance with the Order, applicable standards and regulations and the technical conditions indicated in the Order by the Buyer.
4. If the Supplier accepts the Buyer's Order for execution, the Order shall be executed in accordance with the provisions of the Terms and Conditions of Purchase. The Order shall not be executed on terms other than those specified in the Terms and Conditions of Purchase, unless the Parties expressly agree otherwise in the Agreement or the Order.
5. The Buyer may cancel the Order within one business day from the date of receipt of information from the Supplier regarding the acceptance of the Order for execution.
6. Modification, cancellation or rejection of the Order by either of the Parties shall require explicit information provided in writing or by e-mail.
7. Each Order must contain the following details:
 - 1) the subject of the Order,
 - 2) the date and place of delivery,
 - 3) the price.
7. The Supplier may deliver the Subject of the Order with parameters other than those specified in the Order only after obtaining the prior written consent from the Buyer. The delivery of any subject of the purchase other than that specified in the Order shall be tantamount to failure to perform the Agreement. In this case, the Supplier shall

have the right to withdraw from the Agreement and demand a contractual penalty in the amount corresponding to the value of the Order that has not been executed. The contractual penalty shall be payable within 14 days from the delivery of the request for payment to the Supplier.

8. The Supplier shall be required to deliver the Subject of the Order in a manner and in the packaging adequate to the properties of the Subject of the Order. The Supplier shall be responsible for any damage and reduction in the value of the purchased Subject of the Order that have occurred during transport and/or storage, resulting directly from the use of inappropriate, defective or incomplete packaging.

§ 3 REMUNERATION

1. For the execution of the Order, the Buyer shall pay the Supplier the remuneration specified in the Order.
2. The prices specified in the Order shall be binding upon the Parties. The prices shall include all taxes (except VAT), margins and any other costs incurred by the Supplier in connection with the execution of the Order, including costs of delivery to the place indicated by the Buyer.
3. Duly issued invoices shall be payable within 30 days from the date of invoice unless the Parties agree on a different payment date. A reference to the Order number should be included in the invoice. The Supplier shall issue an invoice within 3 days from the date of delivery of the Goods. If any irregularities have been reported, the Buyer shall have the right to withhold the payment, provided that the Goods delivered by the Supplier do not meet the requirements specified in the Order. In this case, the Supplier shall not be entitled to demand payment of interest or the right to claim compensation.
4. Payment of the Supplier's remuneration shall only mean that the Supplier has delivered the Goods ordered to the Buyer.

§ 4 QUALITY CONTROL, DESIGN ELEMENTS

1. In the event of placing an Order that is to be executed on the basis of Design Elements provided by the Buyer, the Supplier shall be required to submit, at the Buyer's request, an internal quality assurance procedure which specifies quality assurance programmes used, and quality examinations and tests carried out by the Supplier.
2. In order to conduct quality control before placing the Order, the Buyer or an employee authorised by the Buyer shall have the right to conduct quality control and verify the quality system (hereinafter referred to as the Audit) of the Supplier in the following manner:
 - a) the first Audit may be carried out before placing the Order/signing the Agreement,
 - b) another Audit may be carried out by the Buyer in the event of a complaint regarding defective parts.
3. Information on the planned Audit should be provided to the Supplier by e-mail at least 7 days before the Audit is carried out.
4. Throughout the period of cooperation, the Supplier shall agree to organise and maintain production, control and research equipment and formal procedures to guarantee the appropriate quality of the Goods delivered and their compliance with the technical conditions, specific requirements of the Buyer and applicable law.

§ 5 RECEIPT, DELIVERY

1. All Orders shall be executed in accordance with Incoterms DAP – (as per the latest edition of the International Chamber of Commerce) and unloaded at the final place of delivery indicated by the Buyer.
2. Delivery and receipt:
 - a) The Supplier shall pack the Goods so as to avoid any damage during transport and handling. The Supplier shall take back all packaging after delivery if the Buyer so requests. Should the Supplier require the Buyer's assistance, lifting equipment or employees at the place of delivery, the Buyer must be notified at least 24 hours in advance and the Supplier shall bear all risk in this respect.

- b) Packaging materials and methods shall be selected by the Supplier so as to minimize the cost of use and to meet the following requirements: protection, storage, recyclability, energy saving and degradation.
 - c) The Supplier shall organise the transport of the Subject of the Order to the place of delivery so as to avoid damage to the Subject of the Order and difficulties in unloading at the Buyer's place of delivery.
 - d) The delivery dates specified in the Order shall be final. Each day of delay shall authorise the Buyer to charge a contractual penalty of 1% of the Order value. If the Order is not executed within 14 days, the Buyer shall be authorised to cancel the Order, which shall be tantamount to withdrawing from the Agreement, and request that the Supplier pay a contractual penalty of 14% of the Order value. The contractual penalty shall be payable within 14 days from the delivery of the request for payment to the Supplier. The Buyer shall have the right to deduct the contractual penalty from the remuneration owed to the Supplier and shall notify of its decision to deduct the contractual penalty no later than 7 days before the payment of the invoice for the Order.
3. The Buyer shall be authorised to carry out a quantitative test and quality control upon receipt of the Subject of the Order.
4. In the event of any irregularities, the Buyer shall be authorised to report them within 30 days from the date of Delivery (hereinafter the Notification). Irregularities include the following:
- a) quantitative shortages of Goods and/or Services;
 - b) quality defects of the Subject of the Order, resulting from transport damage – invisible to the carrier,
 - c) visible quality defects not resulting from transport damage.
5. The Supplier shall be required to process the Notification received within 2 business days. If the Supplier fails to reply within this period, the Notification shall be deemed accepted.
6. In the event of quantitative shortages of the Subject of the Order, the Buyer shall have the right, at the Buyer's choice:
- a) to return the Goods and withdraw from the Agreement;
 - b) to refuse to receive all the Goods and request that all Goods be released again within 5 business days of the processing of the Notification,
 - c) to withdraw from the Agreement in the part related to the missing Goods,
 - d) to demand that the missing Goods be delivered within 5 business days of the processing of the Notification, maintaining the rights resulting from the Supplier's delay, referred to in paragraph 2(d) above.
7. If any quality defects of the Subject of the Order have been detected, the Buyer shall have the right:
- a) to refuse to receive all the Goods and withdraw from the Agreement;
 - b) to withdraw from the Agreement in the part related to the Goods affected by quality defects;
 - c) to demand that the Goods be replaced with new free-of-defect ones within 7 days of the processing of the Notification, maintaining the rights resulting from the Supplier's delay, referred to in paragraph 2(d) above.
 - d) to demand that the Goods be repaired within 5 business days of the processing of the Notification, maintaining the rights resulting from the Supplier's delay, referred to in paragraph 2(d) above.
8. Any costs resulting from the irregularities referred to in paragraph 4 above (in particular the costs of returning defective Goods, and the costs of delivering repaired and free-of-defect Goods) shall be paid by the Supplier.
9. Unless otherwise agreed, the ownership of the Subject of the Order shall be transferred unconditionally to the Buyer at the time of Delivery.
10. The Supplier shall deliver all documentation related to the Subjects of the Order to the Buyer on the agreed dates, but not later than upon delivery.

§ 6 STATUTORY WARRANTY, LIABILITY

- 1. The Supplier shall provide the Buyer with a statutory warranty for the Goods ordered. The Supplier shall be liable for any defects of the Goods, including nonconformity of the Goods with the Agreement, even if it is revealed after the Goods have been delivered to the Buyer.
- 2. If any defects of the Goods have been discovered, the Buyer shall be required to submit a complaint in writing or via e-mail to the Supplier within 14 days from the date of discovering the defects.

3. The Supplier shall be required to process the complaint within 14 days of its receipt. If the Supplier fails to reply within the above-mentioned period, the complaint shall be deemed accepted.
4. If any defects of the Goods are revealed, the Buyer may, at the Buyer's choice, request that the goods be replaced with goods consistent with the Agreement, the goods inconsistent with the Agreement be repaired, or may withdraw from the Agreement within 30 days of detecting the nonconformity of the Goods. In the event of a request to replace the Goods with goods consistent with the Agreement or repair the goods, the Supplier shall be required to fulfil this obligation immediately, but not later than within 3 days of the Buyer's request. The Supplier's failure by to meet this deadline shall authorise the Buyer to charge a contractual penalty of PLN 400 for each day of delay, but not more than PLN 5,600. If the delay exceeds 14 days, the Buyer shall have the right to withdraw from the Agreement. In the event of withdrawal from the Agreement, the Buyer shall have the right to charge a contractual penalty of PLN 10,000.
5. In the event of the Supplier's delay in fulfilling the obligations arising out of the complaint to the Buyer, in order to ensure the continuity of the production of the Buyer or the entity for which the Buyer placed the Order, hereinafter referred to as the Recipient, the Buyer shall reserve the right to make a repair or purchase a replacement from another Supplier of the faulty batch of Goods, charging the Supplier with the costs incurred in connection with these operations.
6. Suppliers accept all responsibility for the negative effects of their actions or omissions with regard to quality, safety and the environment, and they act in this way both towards the Buyer and any third parties.
7. If the Supplier is entitled to subcontract all or part of the obligations to third parties, such subcontracting shall be made at their sole expense and responsibility. The Supplier shall inform all subcontractors of the provisions of these GTCP and the provisions of the Order and shall provide them with all information regarding the Buyer's requirements, while Buyer shall reserve the right to reject any of the Supplier's subcontractors who do not meet these conditions.

§ 7 LIABILITY FOR DAMAGES

In addition to the stipulated contractual penalties, the Buyer shall have the right to claim damages in excess of the value of the stipulated contractual penalty.

§ 8 INTELLECTUAL PROPERTY RIGHTS

The Supplier guarantees that the Goods or Services purchased from the Supplier shall not exceed or violate any trademarks, patents, copyrights or other rights of third parties. The Supplier shall hold harmless and indemnify the Buyer against any claims or complaints, losses or costs resulting from any infringement of intellectual property rights. The Supplier, at the Supplier's own expense or at the request of the Buyer, shall release the Buyer from all claims, proceedings and litigations.

§ 9 TERMINATION WITH IMMEDIATE EFFECT

The Buyer shall be authorised to cancel the Order with immediate effect without further obligations or liability, if the Buyer has sufficient reason to believe that the Supplier will not be able to duly fulfil its obligations.

§ 10 FORCE MAJEURE

The Parties to the Agreement shall not be liable for non-performance or improper performance of any obligations hereunder if it was caused by the occurrence of events of force majeure. The Party affected by force majeure shall be required to notify the other Party of this fact within 7 days from the date of the event, subject to the loss of rights resulting from the occurrence of force majeure. The deadline for fulfilment of the obligation shall be extended by the duration of the event of force majeure.

§ 11 CONFIDENTIALITY CLAUSE

Each Party shall be required to maintain confidentiality. The obligation of confidentiality has been regulated in a separate Agreement which is attached as an Appendix to these Terms and Conditions of Purchase and constitutes an integral part hereof. The acceptance of the GTCP is tantamount to the conclusion of the Non-disclosure Agreement.

§ 12 DISPUTES

The Parties declare their will to amicably resolve any disputes arising out of the performance of this Agreement, and in the event of failure to reach an agreement, the dispute shall be submitted to a common court competent for the registered office of the Buyer.

§ 13 TRANSFER OF DEBT CLAIMS

The Supplier shall not transfer to a third party all or part of the debt claims against the Buyer without the prior written consent of the Buyer.

§ 14 APPLICABLE LAW

In matters not covered by these GTCP, the provisions of the Civil Code shall apply.

§ 15 PERSONAL DATA

1. In order to perform the Agreement, the Supplier and the Buyer shall provide each other with the personal data of their employees.
2. The Supplier shall agree to inform its employees as follows:
 - 1) The Controller of your Personal Data is 3DGence sp. z o.o. with its registered office in Katowice, ul. Mickiewicza 29, 40-085 Katowice.
 - 2) The Controller shall process the following personal data: employees' data, associates' data (name and surname, e-mail address, business telephone number and e-mail address).
 - 3) The above personal data have been disclosed to 3DGence sp. z o.o. in connection with the cooperation established with the Supplier.
 - 4) Personal data shall be processed under:
 - a) Article 6(1)(f) of the General Data Protection Regulation, i.e. processing is necessary for the purposes related to legitimate interests pursued by the Controller, in this case in order to implement the provisions of the Agreement referred to in subparagraph 3 above.
 - 5) If you believe that the processing of personal data violates the provisions of the General Data Protection Regulation, you have the right to lodge a complaint with the President of the Office for Personal Data Protection (POPDP).
 - 6) Personal data will not be transferred to a third country, and the Controller will not make automated decisions based on these data. Personal data will be disclosed to other entities, but only if this is necessary for the performance of the Agreement, referred to in subparagraph 3 above.
 - 7) Personal data will be processed for the duration of the Agreement, and for a longer period only if required by law. In addition, 3DGence sp. z o.o. may store personal data to establish, pursue or defend against claims for the period of limitation of these claims.
 - 8) In connection with the processing of personal data, the data subject has the right to:
 - a) access his/her personal data
 - b) rectify and change personal data
 - c) request to stop processing personal data
 - d) object to personal data processing
 - e) request to delete personal data
 - f) limit personal data processing

- g) transfer personal data.
- 9) The above-mentioned rights may be exercised by sending an electronic message to the address:
administracja@3dgence.com

§ 16 FINAL PROVISIONS

- 1. All amendments to these General Terms and Conditions of Purchase shall be in writing otherwise null and void.
- 2. On behalf of the Supplier, I confirm the acceptance of the order for execution in accordance with the conditions specified above.

Appendices:

- Non-disclosure agreement

Appendix to the GTCP:

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("Agreement") is concluded on, by and between

3DGence Sp. z o.o. with its registered office in Katowice (40-085), ul. Mickiewicza 29, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Katowice-East in Katowice, 8th Commercial Division of the National Court Register under KRS number 0000265431, with the share capital of PLN 1,400,000 tax identification number NIP: 6330009438, REGON: 271077426, represented by:

- Commercial Proxy – Sebastian Sczasny,
- Member of the Management Board – Piotr Lutostański,

hereinafter referred to as "**3DGence**"

and

..... with its registered office in (.....) at, entered in the Register of Entrepreneurs of the National Court Register kept by in, under number KRS, with the share capital of PLN, tax identification number NIP:, REGON:, represented by

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hereinafter referred to as the "**Partner**",

hereinafter referred to jointly as the "**Parties**", and each of them individually as the "**Party**".

The purpose of this **Agreement** is to govern the mutual relations related to the exchange of Confidential Information between the Parties in connection with their cooperation and protection of this information.

§ 1

1. The Parties declare that they intend to establish cooperation in the field of disclosure of information owned by the Parties, and to engage in commercial cooperation using such information.
2. Due to the intention to establish cooperation between the Parties, as referred to paragraph 1, each of the Parties may access the Confidential Information of the other Party which the Parties intend to protect in the manner specified in this Agreement.
3. Should it be necessary to further disclose Confidential Information to third parties for the purposes for which such information has been disclosed, the receiving Party shall be authorised to disclose information in this manner, provided that the Party obtains a statement of confidentiality from a third party whose scope at least corresponds to the scope of this Agreement.
4. Confidential Information shall mean any information in any form: verbal, written, graphic or stored in electronic form on data media, disclosed by the Parties and relating to their activities, including in particular:
 - a) know-how, designs, specifications, documents and any technical, technological, financial, marketing and sales data relating to the other Party or obtained from the other Party, regardless of the form in which the information has been provided and its source;
 - b) information that is a business secret within the meaning of the law on combating unfair competition;
 - c) any other information relating to the Parties not made public and obtained now or in the future in connection with the cooperation;

- d) personal and economic data of employees of the Parties, intentions, objectives, plans and internal conditions, personal, economic and legal data of the Parties;
- e) any other data stored or processed by the Parties for any reason.

§ 2

1. Under this Agreement, the Parties shall agree to maintain the confidentiality of Confidential Information, in particular:
 - a) to treat Confidential Information obtained in the course of, and in connection with, their cooperation in accordance with its confidential nature and to use it only for the purposes specified and agreed by the Parties;
 - b) to take all necessary measures to ensure that none of the persons receiving information pursuant to § 1 disclose this information or its source to third parties, either in whole or in part, subject to the provisions of § 1 paragraph 3 of this Agreement;
 - c) to protect Confidential Information at least in the same way and to the same extent as the Party protects its own information of this type, in particular to protect Confidential Information against theft, damage, loss or unauthorised access by third parties;
 - d) to disclose Confidential Information only to those employees whose duties resulting from cooperation between the Parties require such knowledge;
 - e) not to disclose Confidential Information to third parties, in any way, directly or indirectly, without the prior written consent of the other Party, unless the obligation to disclose such information stems from mandatory provisions of law, of which the Party is required to notify the other Party before such disclosure, or in cases referred to in § 1 paragraph 3 of this Agreement;
 - f) to ensure that all persons to whom the Party discloses Confidential Information when fulfilling the obligation to disclose such information, referred to in point (e), are aware of its confidential nature before disclosing such information;
 - g) not to use Confidential Information to conduct business activity that competes with that of the other Party;
2. Obligations of the Parties under paragraph 1 shall also apply to employees, subcontractors, consultants, representatives and counterparties of the Parties and other persons having access to Confidential Information provided to the other Party in connection with the performance of the Agreement.

§ 3

The provisions of this Agreement shall not apply to any information obtained from the other Party that:

- a) is public in nature or has become public information after the conclusion of this Agreement through no fault or involvement of the Parties;
- b) was wholly or partly in the legal possession of the Parties prior to the conclusion of this Agreement and was not subject to the obligation of confidentiality;
- c) came into the possession of the Parties through third parties having legitimate grounds to dispose of this information, and not bound by an obligation to keep the information confidential.

§ 4

1. The Agreement shall enter into effect as of the date of signing and is concluded for the period of 12 months.
2. The obligation to maintain the confidentiality of Confidential Information shall be valid for a period of 36 months from the date of termination or expiry of this Agreement.

§ 5

1. The Parties shall agree to settle any disputes related to this Agreement on an amicable basis.
2. If an amicable settlement of the dispute is not possible, the dispute shall be reviewed by a common court having jurisdiction over the registered office of the disclosing Party.

§ 6

In matters not covered by this Agreement, the provisions of the Civil Code and other generally applicable laws shall apply.

§ 7

All amendments to this Agreement shall be made only with the mutual consent of the Parties and must be made in writing, in the form of an annex to the Agreement, otherwise null and void.

§ 8

This Agreement was made in two counterparts, one counterpart for each of the Parties.

3DGence

Partner

Date/...../.....

Date/...../.....