

These General Conditions of Purchase for Schenker sp. z o.o. with its registered office in Warsaw (hereinafter also referred to as the "GCP"), address: ul. Żwirki i Wigury 16C, 02-092 Warsaw, VAT No.: 527-010-38-24, EU VAT No: PL5270103824, share capital: PLN 186,294,430, registered in the commercial register of the National Court Register kept by the District Court for the capital city of Warsaw under number KRS 0000040104, having status of large entrepreneur, hereinafter referred to as the Purchaser, are standard contract terms within the meaning of the Civil Code of 23 April 1964 (consolidated version of 10 May 2018, Journal of Laws of 2018 item 1025, as amended). The Seller declares to have read the current version of the General Conditions of Purchase, available, among others, at www.dbschenker.pl, before accepting the purchase order/entering into the contract, and to accept the General Conditions of Purchase.

I. Definitions:

1. **Purchaser** – Schenker sp. z o.o. with its registered office in Warsaw, 02-092 Warsaw, ul. Żwirki i Wigury 16C, VAT No.: 527-010-38-24, registered in the commercial register of the National Court Register kept by the District Court for the capital city of Warsaw, Division XIV Commercial of the National Court Register, under number KRS 0000040104, VAT No.: 527-01-03-824, REGON (business identification number): 010500539 (hereinafter also as the "Purchaser" or "Schenker sp. z o.o.").
2. **Seller** – an entity from whom the Purchaser purchases goods or who provides services to the Purchaser.
3. **Product** – goods or services being the subject of a Contract or Purchase Order, unless the GCP clearly state that a term refers exclusively to goods.
4. **Contract** – a contract of sale and delivery, contract for specific work (Polish: *Umowa o Dzieło*) or a contract for the provision of services by the Seller to the Purchaser, concluded by the Purchaser and the Seller, in which the GCP are an integral part.
5. **Purchase Order** – a Product order placed with the Seller by persons authorised by the Purchaser, which constitutes a Contract once the Purchaser accepts the Seller's quotation.

II. General provisions

1. The purpose of the processed described herein is particularly to ensure that:
 - a) the purchases are justified;
 - b) any purchase is handled smoothly for the Purchaser;
 - c) the terms and conditions of purchase are optimal.
2. The GCP apply to all purchases made by the Purchaser except:
 - a) purchases excluded by a decision of the Management Board;
 - b) any purchase of financial, legal and insurance services;
 - c) any purchase of real property;
 - d) any purchase of freight forwarding, transport, warehousing and logistics services.
3. The GCP are an integral part of all Contracts or Purchase Orders placed by the Purchaser, for the purchase of a Product from the Seller by the Purchaser, unless the Purchase Order or Contract states otherwise. In case of any discrepancy between the provisions of the GCP and the provisions of a Purchase Order or Contract, the provisions of the Purchase Order or Contract shall apply; however, this shall not preclude the application of the remainder of the GCP.
4. The GCP exclude application of any other terms and conditions (standard terms of contracts, purchase orders, etc.) accepted, issued or applied by the Seller.
5. Any provisions different from those of the GCP shall be binding on the Purchaser only when confirmed in writing by the Purchaser. In particular, any changes introduced by the Seller to a received Purchase Order shall not be binding on the Purchaser unless accepted in writing by the Purchaser. Any tacit representation by the Purchaser shall be excluded.
6. The Seller accepting a Purchase Order or entering into a Contract shall not oblige the Purchaser to enter into any

additional contracts or accept additional commitments, unless expressly stated so in the Contract concluded.

7. The Seller represents that the Seller is not related to any person or entity, or listed as an entity, with whom transactions are prohibited by national or international laws applicable in Poland. Should it be found or where there are grounds for finding that the above representation is not true, the Purchaser shall be entitled to immediately cease cooperation with the Seller without any compensation consequences. The Seller shall indemnify the Purchaser against any loss suffered in connection with a misrepresentation by the Seller.

III. Terms and conditions, price and delivery dates for the Product.

1. Detailed terms and conditions for the Product (in particular such as quantity, quality, delivery terms, completion date, price and payment date) shall be set out in the Purchase Order or Contract.
2. Unless the parties agree otherwise in writing, the delivery of Products (goods) to the Purchaser shall be franco domicile (carriage paid) to the location specified by the Purchaser.
3. In the event that a Product delivery is inconsistent with the Purchase Order or Contract, the Purchaser shall not be obliged to pay the consideration/price or compensation until the Products are delivered in compliance with the Purchase Order or Contract.
4. Retention of title to the Products (goods) until the Purchaser pays the price shall be excluded.
5. If the Seller failed to make a declaration as to whether or not it accepts the Purchase Order, the fact that the Seller proceeds with the Purchase Order means it has fully accepted both the terms and conditions of the Purchase Order and the GCP.
6. If the Product delivery date is not specified in the Purchase Order or Contract, the Seller shall perform its obligations by the date specified in the written request of the Purchaser.
7. The Seller may issue an invoice after the services or Products (goods) are delivered in accordance with the Purchase Order or Contract and without reservation on the part of the Purchaser.
8. If the Purchase Order fails to state the payment date, the payment period shall be 60 days from the date a correct invoice is received by the Purchaser.
9. Payment shall be made by bank transfer to the Seller's account specified in the first invoice and entered in the Purchaser's accounting system. Any change to the Seller's bank account number entered in the Purchaser's accounting system requires an annex to the Contract or other written arrangements between the Seller and the Purchaser.

IV. Statutory warranty and guarantee

1. The Seller guarantees that the Product sold is consistent with the terms contained in the Purchase Order or Contract and meets all requirements under applicable laws.
2. The Seller represents that the Products purchased by the Purchaser will be free from any legal or (in the case of goods) physical defects as well as free from third party rights or encumbrances.
3. In the event of third party claims against the Purchaser for violation of rights to a Product or part thereof, including copyrights or derivative copyrights, the Seller shall take all measures necessary to defend the Purchaser against the claims, and should the Purchaser or other entities to whom the Purchaser granted a right to use the Product (or part thereof) be, as a result of such claims, forced to cease the use of the Product in whole or in part or requested to make any payment to third parties, the Seller shall redress any damage caused by the third party claims, including by reimbursing the Purchaser's costs and expenses incurred in connection with the claims. The Seller undertakes in particular to fully satisfy third party claims and release the Purchaser from any obligation to pay or perform on this account as well as to

return the consideration and reimburse any costs and lost profits to the Purchaser.

4. The Seller provides a guarantee for 2 (two) years from the date of delivery of the Product to the Purchaser, unless the Purchase Order or Contract specifies a different guarantee period.
5. Guarantee rights may be exercised by the Purchaser regardless of its statutory warranty rights.
6. The Purchaser may file a complaint about the Product not meeting the terms and conditions of the Purchase Order or Contract in terms of quantity or quality, and the Seller shall respond within 5 business days of its receipt. No response means that the complaint is accepted.
7. In the event that the Product is found to be inconsistent with the Purchase Order or Contract or any defects of the Product are revealed, the Seller shall, at the Purchaser's option:
 - a) repair the Product (goods) at its own expense no later than within 7 days of the date on which the Seller is notified of the defect; or
 - b) replace the Product (goods) at its own expense with a defect-free one no later than within 7 days of the date on which the Seller is notified of the defect; or
 - c) reduce the price proportionately to the size of the defect; or
 - d) refund the price paid in full. In such a case, the Seller shall collect the Product (goods) at its own expense;
 - e) perform the service again in whole or in part in accordance with the Purchase Order or Contract, unless the Purchaser decides otherwise.
8. The Seller shall provide the Purchaser with Product information, including any documentation, in particular user's manuals, licence documents, market certification or any other documents required by law. Should the Purchaser request them, the Seller shall provide the Purchaser with descriptions, images and their updates so that the Product can be presented on the Purchaser's ordering platform. The Seller represents that the descriptions and images will not violate third party rights and the Purchaser will be entitled to publish them on its shopping platform.
9. Any manufacturer's or third party guarantee documents shall be delivered, correctly filled out, by the Seller to the Purchaser. The Seller hereby assigns all rights under third party guarantees to the Purchaser.
10. Any product check, approval or acceptance shall not release the Seller from liability for Product defects or other failures to meet the requirements of the Purchase Order or Contract.

V. Seller's liability

1. Should the Seller be late in completing a Purchase Order or Contract or removing Product defects, the Purchaser shall be entitled to charge the Seller liquidated damages of 1% of the value of the Purchase Order or Contract for each commenced day of delay.
2. If the Purchaser's damage is greater than the amount of the stipulated liquidated damages, the Purchaser may claim damages in excess of the stipulated liquidated damages on a general basis.

VI. Withdrawal

1. Irrespective of the Purchaser's rights contained in the GCP, the Purchaser shall be entitled to withdraw from any Purchase Order or Contract if:
 - a. the Seller is more than 5 days late with the completion of the Purchase Order or Contract; or
 - b. the Seller delivers a Product that is inconsistent with the Purchase Order or Contract.
2. In any of the events referred to in section 1 above, the Purchaser may withdraw from the Purchase Order or Contract in full or in part without any financial consequences.
3. The Purchaser may exercise its right to withdraw from a Purchase Order or Contract within 12 months of the date on

which the Purchaser became aware of the grounds for the withdrawal or within 12 months of the end of the statutory warranty period for the Product, whichever is later.

V. Confidential information

1. The Seller undertakes for an indefinite period to keep confidential any information relating to the Purchaser's business, in particular commercial, economic, legal, technological and organisational information, know-how, the prices applied, discounts, Product specifications as well as any other information of economic value ("Purchaser's Trade Secret"), which the Seller obtained in connection with a Purchase Order or Contract, under pain of the Purchaser's withdrawal from the Purchase Order or Contract for reasons attributable to the Seller. The right of withdrawal may be exercised within 12 months of the Purchaser becoming aware of the disclosure of confidential information. Regardless of the right of withdrawal, the Purchaser may demand that the damage caused by the disclosure of confidential information be redressed on a general basis.
2. The above confidentiality obligation does not apply to information whose disclosure to certain authorities is required by law, publicly available information or information that may be disclosed by the Seller with the Purchaser's written consent.
3. The Seller undertakes not to inform third parties of the existence or content of the Purchase Orders or Contracts with the Purchaser unless they are duly authorised persons obliged to maintain confidentiality and then only to perform an obligation contained in a Purchase Order or Contract.
4. The Seller declares that it will not use confidential information for purposes other than to complete a Purchase Order or Contract and will ensure that the information is given adequate protection, appropriate to its confidential nature. The obligation to keep information secret shall survive the completion of the Purchase Order or Contract for an indefinite period.

VI. Data protection information clause

Where personal data of employees or persons related to the Seller and providing services to the Seller in the course of the performance of the contract is shared, the Seller shall fulfil the Purchaser's information obligation by presenting the following clause to the above-mentioned persons (referred to in the clause as the Seller).

In accordance with Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the Purchaser informs you that:

1. The controller of the Seller's personal data is Schenker sp. z o.o. with its registered office at ul. Żwirki i Wigury 16C, 02-092 Warsaw.
2. The Seller's personal data will be processed for the following purposes and on the following legal bases:

Purpose of data processing	Legal basis for data processing
Conclusion and performance of a Purchase Order/Contract	Article 6(1)(b) of the GDPR (processing is necessary for the performance of a contract to which the data subject is party)
Handling complaints	Article 6(1)(f) of the GDPR (legitimate interests – pursuing claims)
Contacting the Seller to measure the satisfaction of the	Article 6(1)(f) of the General Data Protection Regulation (legitimate

controller's counterparties	interests – building a positive image of the company)
Pursuing claims and taking debt collection measures	Article 6(1)(f) of the General Data Protection Regulation (legitimate interests – pursuing claims, taking debt collection measures)
Direct marketing (sending commercial information), including profiling	Article 6(1)(f) of the General Data Protection Regulation (legitimate interests – promoting goods and services offered by the controller)
Counterparty check for legal compliance and ethics	Article 6(1)(f) of the General Data Protection Regulation (legitimate interests – observing compliance)

3. The recipients of the Seller's personal data may be companies providing document and media destruction services, companies providing management and storage services for documentary resources, companies providing legal and tax services as well as debt collection services, and also companies providing accounting services.
4. The Seller's personal data may be transferred to third countries (i.e. a country outside the European Economic Area), where DB SCHENKER provides its services, if the transfer is necessary for the performance of a contract between the Seller and the Purchaser (Article 49(1)(b) of the General Data Protection Regulation).
5. The period of storing the Seller's personal data collected by the Purchaser depends on the purpose for which the data is collected in line with the following criteria: (a) the period of performance of the cooperation contract – where data is processed to conclude and perform a purchase order/contract; (b) the period necessary to consider the complaint – where data is processed to handle a complaint; (c) until the dispute is settled/the parties settle accounts, taking into account relevant limitation periods for claims – where data is processed to pursue claims and take debt collection measures; (d) until the Seller objects – where data is processed to measure the satisfaction of the controller's customers and for direct marketing (sending commercial information); (e) after the end of the periods specified in sections (a)–(d), data will be stored for as long as the law requires or until the end of the limitation period for any claims.
6. The Seller shall have the following rights in connection with the processing of its personal data: (a) a right to demand access to its personal data from the controller, to rectify the data, to restrict its processing; (b) a right to data portability if the data is processed to conclude and perform a cooperation contract and handle a complaint; (c) a right to object if the data is processed to measure satisfaction and for direct marketing (sending commercial information), including profiling; (d) a right to complain to the supervisory authority (President of the Personal Data Protection Office) if the processing of the Seller's personal data is found to breach the provisions of the General Data Protection Regulation.
7. The provision of personal data by the Seller is a condition for entering into a contract. Failure to provide data shall make it impossible to initiate or continue cooperation between the Seller and the Purchaser. The provision of data for the other purposes specified in section 2 is voluntary but necessary for their achievement.

VII. Amendments to the General Conditions of Purchase at Schenker sp. z o.o.

1. The Purchaser may at any time amend the General Conditions of Purchase, including any appendix to them, or issue new General Conditions of Purchase. The foregoing may be caused in particular by changes to the scope or organisation of the services provided, the costs of services or changes in applicable laws.
2. The Seller warrants that it shall have constant Internet access during the period of its cooperation with the Purchaser and

agrees to learn about the current content of the General Conditions of Purchase, including appendices to them, independently from the website www.dbschenker.pl. The Purchaser shall in each case post a binding notice of the date from which amendments to the General Conditions of Purchase apply on the above website and any information sent to the Seller in writing or by email will only be additional. The Seller undertakes to read the current version of the GCP before accepting a Purchase Order or entering into a Contract.

3. The current version of the GCP is also available from the Management Board's Office and the Branches of the Purchaser.

VIII. Final provisions

1. If the GCP stipulate that declarations should be made in writing, it is assumed that they are otherwise invalid.
2. The Seller may not set off its claims against the Purchaser's claims.
3. Any assignment of claims and other rights and obligations under a Purchase Order or Contract by the Seller requires the prior written consent of the Purchaser.
4. The provisions of Polish law apply to any Purchase Order or Contract.
5. If some provisions of the GCP are legally ineffective, including following the introduction of different legal regulations, the remaining provisions shall remain valid. In accordance with this clause, if some provisions of the GCP become invalid, the Purchaser and the Seller shall start negotiations to supplement the GCP in the part in question.
6. Any disputes shall be resolved by courts having jurisdiction over the Purchaser's registered office.
7. Acting in accordance with applicable laws and high ethical standards, the Purchaser expects its business partners to observe the law and the rules of ethics, including those contained in DB SCHENKER Code of Conduct for Business Partners available at www.dbschenker.pl. The Seller declares to have read the above-mentioned rules and to observe them in its cooperation with the Purchaser.