

## GENERAL TERMS AND CONDITIONS OF PURCHASE

These General Terms and Conditions of Purchase (GTP) apply to all goods and services ordered by Rockfin S.A. (Rockfin) and supplied by Suppliers. They constitute an integral part of each order.

Supplier's conditions may apply solely when Rockfin explicitly approved such conditions in writing and as long as they are not in conflict with these GTP.

### 1 ORDER PERFORMANCE

1.1 As soon as an order is received, latest within 10 working days from receipt, the Supplier shall send an order confirmation to Rockfin.

1.2. By confirming the order the Supplier shall ensure that the goods and services conformed in the order shall comply with the technical and quality requirements specified in the order by Rockfin.

1.3 Order confirmation shall be equivalent to the acceptance of these General Terms and Conditions of Purchase by the Supplier.

1.4 The performance of the order shall be based solely on the documentation (e.g. drawings, specifications, procedures, etc.) referred to in the order and amendments to the order, if any.

1.5 In case of lack of order confirmation from the Supplier in Rockfin within 10 working days, Rockfin assumes that all conditions contained in the purchase order have been accepted by the Supplier without any remarks or objections.

1.6 Rockfin reserves the right to cancel the order immediately subject to a written notification to the Supplier and to claim appropriate damages from the Supplier when the Supplier is not able to meet its obligations agreed in the order or order confirmation.

1.7 Rockfin reserves the right to postpone the despatch date till 8 weeks from required delivery date free of charge. Invoice will be provided with the new delivery date.

1.8 Supplier provides project schedule and its update showing progress of the purchase order at least once a month and not often than once a week (if it will be required by Rockfin).

### 2 PRICES

Prices shall always be fixed prices. Prices shall remain unchanged during the performance of the order.

### 3 INVOICES

3.1 Invoices issued not in compliance with the Polish regulations on value added tax (VAT) shall not be paid until a new correctly issued invoice is delivered.

3.2 Invoices without Rockfin order number shall not be paid until the order number is provided.

3.3 Invoices shall be delivered together with the goods or services.

3.4 Rockfin contact details to which invoices are to be issued:

Rockfin S.A.

ul. Pałacowa 9, Małkowo

83-330 Żukowo

Rockfin S.A. pursuant to Article 4c of the Polish Act on Prevention of Excessive Delays in Commercial Transactions of 8 March 2013 (i.e. 23 February 2021. (Journal of Laws of 2021, item 424) declares that it has the status of a large entrepreneur.

3.5 Invoices shall include country of origin

### 4 TECHNICAL AND QUALITY DOCUMENTATION

4.1 Any assessment or acceptance of the Supplier's drawings/scheme/documents by Rockfin is solely for the Supplier's convenience and does not release the Supplier from meeting the requirements of the order.

4.2 All components and devices to be operated in explosive atmospheres shall be delivered along with the required documentation (declaration of conformity, appropriate certificate and user manual). The documentation shall refer to the applicable directives and standards with maximum validity periods.

4.3 All CE marked products shall be provided with Declarations of Conformity with the applicable and valid EU standards / directives.

4.4 User manuals for the ordered goods shall be attached to the delivered goods.

4.5 All technical and quality documentation submitted electronically shall be sent to: kod@rockfin.pl

## 5 CONFIDENTIALITY

5.1 The Supplier shall keep confidential all data, information and documents provided or made available to it by Rockfin in connection with order performance.

5.2 All documents, specifications, drawings and other provided or made available materials as may be required to perform the order shall remain the property of Rockfin and may not be used for any other purposes than the performance of the related order and may not be disclosed to any third parties.

## 6 DELIVERY

6.1 The Supplier shall deliver goods or services to Rockfin along with user manuals and quality documents specified in the order or in theses GTP.

6.2 Should any documents be missing or incompliant with the requirements of the order, these GTP or applicable regulations, no payment shall be made for the object of the order until correct and complete documents are delivered.

6.3 The payment term begins from the date the delivery is complete. The date when the complete goods or services are delivered, free of any defects and with the required complete documentation shall be deemed to be complete delivery.

6.4 Part deliveries are permitted solely to written consent of Rockfin.

6.5 Each delivery shall be accompanied by an invoice and a detailed shipment specification containing order number, ordered items, description of the items, delivered number and weight.

6.6 Rockfin accepts deliveries only on business days, Monday to Friday, from 7 a.m. to 3 p.m.

## 7 COMPLAINTS

7.1 When goods or services are delivered that are not compliant with the requirements specified in the order, Rockfin shall be entitled to initiate a complaint procedure with the Supplier under which and at its own discretion it shall be entitled to:

- withdraw from the order in whole or in part and place the questioned goods or services at the Supplier's disposal;
- demand the delivery of goods or services free of defects from the Supplier;
- demand a price reduction if the goods or services despite their inferior quality may be used by Rockfin;
- demand reimbursement of all costs related to the complaint process, e.g. repair or other costs.

7.2 The complaint procedure shall be subject to the provisions of the Civil Code relating to the statutory warrant for defects and subject to the following provisions:

- the costs of the complaint procedure (in particular the costs of return of the questioned goods and delivery of goods free of defects) shall be covered fully by the Supplier;
- The Supplier shall be obliged to perform its duties related to the reported complaint within the shortest possible time (maximum 14 days from reporting the complaint).

7.3 In case of incompatibility with the purchase order resulting in a complaint the supplier is obliged to provide the root cause analysis (RCA report)

## 8 CONTRACTUAL PENALTIES

8.1 Unless the Parties have explicitly excluded the possibility of claiming contractual penalties in the content of the Order, the Ordering Party, regardless of other rights it has under the terms of the Order or legal regulations, shall be entitled to charge and seek contractual penalties from the Supplier:

- a) in the event of Supplier's delay in the delivery of the Subject of the Order in relation to the delivery date agreed by the Parties in the Order, in the amount of 0.5% of the net value of the Order for each day of Supplier's delay;
- b) in the event of Supplier's delay in the delivery of documentation (technical and quality documentation) required in accordance with the Order and generally applicable laws, as compared to the documentation delivery dates agreed by the Parties in the Order, in the amount of 0.5% of the net value of a given Order for each day of Supplier's delay.

If the Parties do not specify in the Order separate deadlines for delivery of the documentation (or a schedule for

delivery of individual elements of the documentation), the complete documentation shall be delivered by the Supplier no later than on the date agreed by the Parties for delivery of the subject of the Order;

c) in case of Supplier's delay in removing defects or faults of the subject of the Purchase Order or documentation delivered under the Purchase Order, performed by the Supplier under the guarantee or warranty, in the amount of 0.5% of the net value of the given Purchase Order for each day of Supplier's delay;

d) in the event that the Ordering Party withdraws from the Order (in whole or in part), regardless of the contractual penalties specified in point 8.1 a)-c) above which may have accrued by the time of withdrawal from the Order and which remain binding, the Ordering Party shall be entitled to charge the Supplier with a contractual penalty for withdrawal in the amount of 30% of the net value of the Order concerned by the withdrawal.

8.2 The Ordering Party shall be entitled to claim payment of contractual penalties in each of the cases specified in point 8.1 independently.

8.3 The Ordering Party shall be entitled to demand and claim from the Supplier, under general rules, additional compensation exceeding the amount of the contractual penalties reserved in point 8.1.

## 9 ENVIRONMENT

9.1 Rockfin shall take measures to mitigate the negative impact on the environment caused by suppliers and their subcontractors.

9.2 Rockfin expects its suppliers and subcontractors to operate in compliance with the applicable international standards with respect to environmental protection in order to minimise environment pollution and endeavour to improve the condition of the environment.

9.3 At any time during the performance of the order, Rockfin reserves the right to visit the Supplier to inspect the environmental aspects in connection with deliveries of goods or services.

## 10 SOCIAL RESPONSIBILITY

Rockfin expects its suppliers and subcontractors to maintain and apply principles and procedures ensuring compliance with the laws and regulations that support the generally acceptable principles of sustainable entrepreneurship, in particular:

- respect for human rights with the fundamental principles set forth in the United Nations Universal Declaration of Human Rights, including refraining from use of any forced labour and respecting ethnical, cultural, religious and political diversity;
- respect for the UN Convention on the Rights of the Child with reference to employment of minors;
- avoidance of conflicts of interest and refraining from corrupt practices in business activity, including bribery and not getting involved in money laundering.

## 11 RAW MATERIALS AND GOODS FROM CONFLICT-AFFECTED AREAS

11.1 Rockfin expects that suppliers and subcontractors will cooperate to ensure that Rockfin products do not contribute to the financing of armed conflicts or human rights violations.

11.2 Rockfin expects its suppliers to undertake the following actions:

- To provide statements and evidence required by the Customs Authority according to the information recorded for the relevant customs code in the TARIC database.
- Establish the source and origin of the materials used, confirming that they do not originate from entities subject to European Union sanctions.

Information on other European Union regulations regarding specific restrictive measures and lists of entities subject to these measures is available at: [www.sanctionmap.eu](http://www.sanctionmap.eu).

The supplier commits that the products and components delivered comply with the RoHS Directive (2011/65/EU and 2015/863/EU), the EU Regulation 2017/821, and the USA (Dodd-Frank Act, Section 1502). The supplier agrees to provide all necessary information regarding compliance with the above requirements, including technical documentation, declarations of conformity, material safety data sheets, and test results upon request from the purchaser. The purchaser reserves the right to conduct compliance audits concerning adherence to the

aforementioned regulations and legal requirements. The supplier bears full responsibility for any consequences arising from violations of applicable regulations regarding supplied chemicals, raw materials, and products. In case of violations, the purchaser reserves the right to terminate the contract, demand compensation for incurred losses, and charge the supplier for costs resulting from corrective actions or penalties imposed by regulatory authorities.

## **12 FORCE MAJEURE**

The Parties shall not be held liable for failure to perform or incorrect performance of the agreed order if such failure is due to Force Majeure circumstances. The Party affected by Force Majeure shall notify the other Party thereof within 7 days from occurrence of Force Majeure circumstances. The occurrence of Force Majeure shall be officially documented. The delivery time of the order shall be extended by the duration of Force Majeure.

## **13 APPLICABLE LAW**

Polish law shall solely apply to all matters covered by these GTP as well as in all instances not provided for in GTP, related to the placement and performance of orders.

## **14 DISPUTE RESOLUTION VENUE**

All disputes relating to orders or performance thereof shall be resolved by a court competent for Rockfin.

## **15 LANGUAGE VERSIONS**

For specific orders these GTP may be made in a foreign language version; however, should a dispute arise, the Polish language version shall prevail.