

## GENERAL TERMS AND CONDITIONS

1. **Definitions.**
2. **General provisions.**
3. **Subject of the Contract/the Order.**
4. **Performance of the Provisions of the Contract.**
5. **Price and payment method.**
6. **Anti-corruption.**
7. **Confidentiality.**
8. **Licence.**
9. **Warranty and guarantee.**
10. **Contract/Order one-sidedly termination, withdrawal.**
11. **Guarantee penalties.**
12. **Final provisions.**

### **Article 1. Definitions.**

1.1. Definitions refer to corresponding words and phrases used in the GTC, the Contract, the Order and appendices thereto and shall have the following meaning:

- 1) **"GTC"** - these general terms and conditions.
- 2) **"Ordering Party"** - a company of Bridgestone Diversified Products sp. Z o.o. placing the Orders or concluding the Contract with the Supplier.
- 3) **"Supplier"** - an entity being a party to the Contract concluded with the Ordering Party or to the Order, which delivers/sells the Products to the Ordering Party.
- 4) **"Parties"** - the Ordering Party and the Supplier.
- 5) **"Contract"** - a separate document containing detailed conditions for performance of the subject of the Contract.
- 6) **"Order"** - a document generated from the Ordering Party's internal IT system, specifying basic conditions for performance of the subject of the Order.
- 7) **"Provisions of the Contract"** - all the provisions included in the Contract or the Order and appendices thereto, including those contained in the GTC.
- 8) **"Product"**, **"Products"** - all the products, materials, articles, installations, equipment, goods and elements thereof being the subject of the Order or the Contract or purchased by the Ordering Party from the Supplier.
- 9) **"Incoterms"** means Incoterms 2010 published by the International Chamber of Commerce.

### **Article 2. General provisions.**

- 2.1. The Provisions of the Contract apply to the purchase ordered by the Ordering Party from the Supplier. In case of any discrepancies between the GTC and the Order or the Contract, the conditions of the Order or the Contract shall prevail.
- 2.2. The Supplier's own conditions of contracts are not binding upon the Ordering Party and will not be considered applicable to relations between the Parties, even if the Supplier invokes them for example in the correspondence between the Parties.

- 2.3. The Ordering Party represents that it is a taxpayer of the tax on goods and services (value added tax) pursuant to the provisions of the Act on Goods and Services of 11 March 2004 (Journal of Laws of 2017, item 1221, as amended). If the Supplier does not make an express reservation, it is assumed that it is also a taxpayer of the aforesaid tax. At the same time the Supplier undertakes to notify the Ordering Party immediately of the loss of such status, with the breach of the above involving liability in damages.
- 2.4. When justified, the Ordering Party is entitled to deny access to the facilities to employees, subcontractors, representatives of the Supplier, or other persons acting on its behalf, which applies in particular to other persons' entering or staying at the Ordering Party's facilities under the influence of alcohol or drugs, to violation of environment, health and safety regulations applicable at the Ordering Party's facilities, etc.
- 2.5. The Supplier is responsible for actions and omissions of persons it uses to perform the Provisions of the Contract, as well as persons it entrusts with performing the Provisions of the Contract, as for its own actions and omissions. The Supplier is also responsible for all the actions and omissions of the aforesaid persons during the performance of the Provisions of the Contract.
- 2.6. If the Supplier takes any actions related to the performance of the Provisions of the Contract at the Ordering Party's facilities, the Supplier undertakes to comply with all the Ordering Party's in-house regulations, in particular with reference to health and safety, as well as to follow the instructions provided by the Ordering Party's employees in that respect. Specifically, the Supplier undertakes to comply with rules of safe visitation at the area of BSDP, implemented into Safety Card for people who are visiting Bridgestone Diversified Products sp. Z o.o. in Żarów shared before entering the area.
- 2.7. The Parties may, in particularly justified cases, expressly agree in writing any deviations from the GTC, but such deviations cannot be considered to apply automatically to subsequent Orders/Contracts.

### **Article 3. Subject of the Contract/the Order.**

- 3.1. The Supplier undertakes that the subject of the Contract or the Order will satisfy all the requirements agreed between the Parties in the Contract or in the Order (including in appendices thereto), as well as that it will be performed in accordance with the deadlines set in the Contract or in the Order, which conditions the Ordering Party's acceptance of the acceptance reports (if they were provided for a particular Contract or Order).
- 3.2. The Products delivered by the Supplier must be brand new (unless the Parties expressly indicate otherwise in the Contract or the Order), free of any deficiencies, faults, errors, damage, failure or other irregularities, as well as authorised for use by competent Polish institutions and have required seals of approval or be manufactured in accordance with an appropriate Polish Standard.

The Supplier is obliged to deliver the Product along with certificates and seals of approval required by law or Polish standards. The Supplier will hand over to the Ordering Party necessary seals of approval, certificates, in each case no later than on the day the Product is delivered to the Ordering Party.

- 3.3. Together with the Product the Supplier undertakes to hand over to the Ordering Party, no later than on the date the Product is handed over or the acceptance report is signed, all the documents, i.e. instructions, guarantee documents, etc., which should be drafted in Polish (alternatively translated into Polish).
- 3.4. If the Ordering Party anticipates that the Supplier does not provide *performance warranty*, including pursuant to the Provisions of the Contract, the Ordering Party may treat it as the violation of the contract. The Parties understand the *performance warranty* as performance of the subject of the contract in accordance with generally applicable provisions of law, requirements agreed by the Parties in the Provisions of the Contract, with due care and according to good building practice, applicable Polish Standards or the Ordering Party's internal requirements indicated in the Provisions of the Contract, as well as in accordance with experience and expertise, and additionally, as performance of all the other contracts, which were, are or will be concluded between the Parties, including the contracts performed parallel by the Parties. Performing the subject of the contract contrary to the aforesaid criteria causes the Contracting Party to lose the status of the so called conscientious contracting party.

#### **Article 4. Performance of the Provisions of the Contract.**

- 4.1. To establish a legal relationship between the Parties the Contract needs to be signed by both Parties or a declaration of will on the offer acceptance needs to be submitted by the Ordering Party (in the form of the Order) or the Employer must send an order to the other Party and the other Party must proceed to the performance of the Order. Commencement of performance of the Contract or the Order is tantamount to the acceptance of the content of these GTC.
- 4.2. The Supplier represents that it will perform the Provisions of the Contract in accordance with generally applicable provisions of law and the Ordering Party's requirements indicated in the Contract or the Order, including in appendices thereto.
- 4.3. Unless stated otherwise in the Contract or the Order, Incoterms 2010, DAP rule, shall apply.
- 4.4. The products ordered by the Ordering Party should be delivered to the Ordering Party's facilities or other location agreed in the Provisions of the Contract at the date agreed with the Ordering Party. Delivery also covers carrying into the place indicated by the Ordering Party. The Supplier will be charged with the incurred costs of transport and release of the Product, in particular

possible costs of package, transport insurance, shipping costs (including transport or carrying into the place of delivery), as well as duties and taxes.

- 4.5. The basis for issuing a VAT invoice by the Supplier and for making the payment by the Ordering Party is due performance of the obligation (subject of the contract) by the Supplier.
- 4.6. The risk of accidental loss or damage of the Product is transferred to the Ordering Party upon releasing the Product and signing an acceptance report. If interim acceptance reports apply, the risk is transferred upon signing the final report.

#### **Article 5. Price and payment method.**

- 5.1. An exact amount of the price for the performance of the Contract or the Order is specified in the Contract or the Order. The price includes all the costs related to the performance of the Provisions of the Contract, including remuneration for the transfer of copyrights or licensing.
- 5.2. The Ordering Party will pay a price based on a VAT invoice delivered to it. If the Parties have not expressly agreed other payment date, the remuneration will be payable within thirty (30) days after the Ordering Party receives the VAT invoice issued pursuant to the provisions of law and the requirements included in the Provisions of the Contract.
- 5.3. If the payment is delayed, the Supplier undertakes to request in writing that the Ordering Party make the payment and sets an additional, at least 14 days' deadline for settling the payment.
- 5.4. The Supplier undertakes to issue electronic invoices or on paper. The Ordering Party agrees to receive invoices in an electronic form, however the Ordering Party's consent can be withdrawn at any time. The Parties understand the electronic invoice as an invoice defined in Article 2 pt. 32 of the Act on Tax on Goods and Services of 11 March 2004.
- 5.5. The Supplier represents that the invoices will be sent to the Ordering Party by e-mail, exclusively as PDF files and acknowledges that other types of files will not be accepted by the Ordering Party.
- 5.6. One PDF file will contain one invoice maximum
- 5.7. Additional appendices to the invoice will be saved in PDF file together with the invoice.
- 5.8. Scanned documents will not be regarded as electronic invoices and will not form a basis for the Ordering Party to make the payment.
- 5.9. The Supplier declares that the e-mail address from which invoices will be sent will be the e-mail address indicated to the Ordering Party in a separate document. The invoices will be sent by the Supplier to the Ordering Party at the address: for Bridgestone [faktry@bsdpl](mailto:faktry@bsdpl) or other.
- 5.10. The Supplier represents that access to the e-mail address, from which the electronic invoice will be sent, will be limited exclusively to authorised persons and secured as required by law.
- 5.11. The date of receiving an invoice by the Ordering Party is considered to be the date when the fact of delivering an invoice as a PDF file to the Ordering Party's electronic mail box indicated above is taken note of.

- 5.12. In addition to the mandatory elements provided by law, invoices issued by the Supplier will also include:
- 1) currency in which an invoice is issued, denoted by a three-character code (e.g. PLN, EUR, USD),
  - 2) the Supplier's full bank account number, in IBAN or SWIFT format,
  - 3) unit code, Order number and name of the ordering person on the part of the Ordering Party.
- 5.13. Illegible invoices or invoices not including the elements listed above will cause suspension of payment deadline until the missing items are completed and a revised invoice is received, with such delay not resulting in the Ordering Party's obligation to pay late payment interest.
- 5.14. The rules set out above are applicable accordingly to all the revised invoices, duplicate invoices and accounting notes, etc.

#### **Article 6. Anti-corruption.**

- 6.1. The Ordering Party declares that:
- 1) it respects the Corporate Social Responsibility (CSR) rules; the Ordering Party's employees comply with the applicable law, care about natural environment, safety, quality and other factors which contribute to the society's well-being,
  - 2) it follows the purchasing ethics rules applicable at Bridgestone corporation, in particular:
    - persons participating in the purchasing process always:
      - (a) care about broadening their knowledge, rising awareness and sense of responsibility when taking actions;
      - (b) act in an independent, impartial and fair way,
      - (c) take actions in a competent, honest and fair way,
    - persons participating in the purchasing process as representatives of the corporation act in accordance with the law, having regard to appropriate domestic and international legislation, in good faith and honestly, aiming at developing the company reputation and the best possible relations with suppliers,
  - 3) it respects the supplier's intellectual property right in accordance with the standards applicable at Bridgestone corporation,
- 6.2. The Supplier obliges to follow and respect rules stipulated in Bridgestone Code of Conduct available at the following website: <https://www.bridgestone.com/responsibilities/code/ebook/english/>.

#### **Article 7. Confidentiality.**

- 7.1. Unless the Parties sign a separate contract regulating the confidentiality rules, expressly excluding the application of the provisions of these GTC, the following rules are applicable.
- 7.2. During the performance of the Contract, as well as after it has been performed, the Supplier is obliged to keep secret including non-disclosure

- and non-use, all the Confidential Information.
- 7.3. The term "Confidential Information" means any information, in any form, concerning directly or indirectly the Ordering Party's activity, including information of technical, technological, organisational, financial, commercial, marketing or other nature, having economic value, originating directly or indirectly from the Ordering Party or any of its employees, representatives or advisors, or obtained otherwise, before and after the date of concluding the Contract or the Order, including in particular technical and structural drawings of Employer products, technical specifications, designs, details concerning machines and technologies used, research, analyses, plans, videos, photographs and any information marked as confidential.
- 7.4. For each event of default on the obligations specified herein the Supplier will pay the Ordering Party a guarantee penalty of PLN 50,000 (say: fifty thousand zlotys 00/100) per each event of default. The Ordering Party is entitled to seek supplemental compensation under general principles of law, if the guarantee penalty does not cover the damage incurred.
- 7.5. The confidentiality obligation is binding upon the Supplier for 10 years after the day of disclosing the Confidential Information. The Supplier is obliged to ensure that all the persons it uses to perform the Provisions of the Contract respect the confidentiality (including non-disclosure and non-use of Confidential Information).

#### **Article 8. Licence.**

- 8.1. Unless the parties state otherwise, if due to the performance of the Provisions of the Contract the Supplier and/or its subcontractors create works within the meaning of the Act on Copyrights and Related Rights of 4 February 1994, the Supplier grants to the Ordering Party the non-exclusive copyright authorisation with respect to those works in the fields of exploitation listed in Article 50 thereof. The licence is granted for 5 years, and after it expires, it is extended for an indefinite period. After the period of 5 years of the licence duration, the Parties may terminate the licence subject to 5 years' notice. The licence is applicable with no territorial limitations and the Ordering Party is entitled to grant sublicences without the Supplier's consent.
- 8.2. The Ordering Party may exercise the rights referred to in this section of the GTC as part of the price referred to in Article 5 of the GTC.

#### **Article 9. Warranty and guarantee.**

- 9.1. The Supplier represents that the Product delivered to the Ordering Party is free of any physical and legal defects.
- 9.2. Irrespective of the warranty stemming from general principles of law, as well as irrespective of the producer's guarantee, the Supplier provides guarantee to the Ordering Party. Unless indicated separately in the Provisions of the Contract, the guarantee period is 24 months from the day of

- signing an acceptance report by the Parties or delivering the Product to the Ordering Party.
- 9.3. The Supplier undertakes to commence rendering guarantee services (response of the service) no later than 2 business days, starting from the request date. The Supplier will render guarantee services at a technically justified date agreed between the Parties, and if no such date is agreed, no later than 7 days from the date of reporting the defect.
  - 9.4. Any works concerning removing defects will be performed with regard to the Ordering Party's justified needs, and the Ordering Party should be notified in advance of the commencement of defect removal.
  - 9.5. Until the defects are fully removed, the Supplier at the Ordering Party's request, is obliged to provide, at its own cost, a replacement Product.
  - 9.6. The Supplier will render the guarantee services at the Ordering Party's facilities or at any other place of the Product delivery indicated by the Ordering Party. If the rendering of the guarantee services at the Ordering Party's facilities is impossible or severely hindered for the Supplier, the repairs may be carried out outside the Ordering Party's facilities. If the guarantee services are rendered outside the Ordering Party's facilities, the Supplier incurs all the costs related to demounting/uninstalling and transporting the defected Product to the place of the repair and transporting it back.
  - 9.7. If the defects are not removed in accordance with this Article, the Ordering Party is entitled to commission, at its own choice, third parties to remove the defects at the Supplier's cost and risk or to reduce the Supplier's remuneration.
  - 9.8. The guarantee period for the Products is extended by the period from the defect detection to its complete removal.

#### **Article 10. Contract/Order termination, withdrawal.**

- 10.1. Regardless of cases provided for in the Civil Code, The Ordering Party has a right, at its own choice, to withdraw from the Contract or the Order or to one-sidedly terminate the Contract or the Order with immediate effect in the following cases:
  - 1) The Supplier fails to perform the Contract or the Order in compliance with the Provisions of the Contract, provisions of law or internal regulations applicable at the Ordering Party's facilities and will not remedy the deficiencies in spite of the lapse of an additional 48-hour deadline set by the Ordering Party for remedying the deficiencies;
  - 2) The Supplier delays the performance of the subject of the contract or performance of any of individual stages of the subject of the contract more than 3 days with respect to the agreed date;
  - 3) The Supplier has violated twice the health and safety or environmental regulations applicable at the Ordering Party's facilities or the Supplier has grossly violated the aforesaid regulations once;

- 4) the Supplier's action or omission may result in the risk of the Ordering Party incurring any damage or the risk of the Ordering Party or its employees or co-workers taking civil, administrative or criminal liability.
- 10.2. If the Ordering Party exercises the right to one-sidedly terminate the Contract/Order with immediate effect, the Supplier is obliged to cease to perform the Contract or the Order immediately, and subsequently - with the involvement of the Ordering Party - to prepare a report on inventory works in progress as at the date of withdrawal or one-sided termination of the Contract or the Order. In the case of refusal to prepare a report, the Ordering Party may draft it unilaterally, with the report being binding upon both Parties.
- 10.1. The Ordering Party may exercise its withdrawal right no later than within 3 months from the lapse of the final deadline when the Contract was to be performed by the Contractor in accordance with its provisions.
- 10.3. The Ordering Party is also entitled to withdraw from the Contract or the Order if the Supplier has not performed the subject of the contract by the deadline indicated in the Provisions of the Contract (*lex commisorio*).
- 10.4. In the cases referred to in this paragraph, the Employer may, at its sole discretion, withdraw from the Contract in its entirety or restrict the withdrawal to part of the Contract, including to the part of the performance provided or not fulfilled by the Contractor.

#### **Article 11. Guarantee penalties.**

- 11.1. Notwithstanding any contractual penalties provided for in the remaining Provisions of the Contract, the Supplier will pay the Ordering Party the following guarantee penalties:
  - 1) for delay in delivering the Product in the amount of 0.5% of the total price, VAT inclusive, for each day of delay with respect to the final deadline or deadline for performance of individual stages of the Product,
  - 2) for delay in removing defects in the warranty or guarantee period in the amount of 0.5% of the total price, VAT-inclusive, for each day of delay with respect to the deadline for remedy,
  - 3) if the Ordering Party terminates or withdraws from the Contract or the Order, in the amount of 20% of the total price, VAT inclusive,
- 11.2. Guarantee penalties provided for in the Provisions of the Contract are independent of each other, may be cumulated and the Supplier's obligation to pay these penalties shall survive the termination or the withdrawal from the Contract by any Party.
- 11.3. The Ordering Party is entitled to seek supplemental compensation under general principles of law if the penalties do not cover the damage incurred or a penalty is not provided for with respect to a given default.
- 11.4. Guarantee penalties become due at the moment the grounds for charging them arise.

## Article 12. Final provisions.

- 12.1. The Supplier is not entitled to assign any receivables stemming from the provisions of the Contract without the Ordering Party's prior consent expressed in writing, otherwise the assignment being null and void.
- 12.2. Any changes to the Provisions of the Contract or the Order require the consent of both Parties expressed in the same form as the Contract or the Order has been concluded, otherwise being null and void.
- 12.3. Any letters, statements and notifications submitted by the Parties in connection with the performance of the Provisions of the Contract shall be sent by courier mail or registered mail with delivery confirmation to the addresses indicated in the Contract or the Order. The Parties allow the possibility of correspondence via electronic mail.
- 12.4. Any disputes arising from the performance of the Provisions of the Contract will be resolved by the common court having jurisdiction over the registered office of the party making a claim.
- 12.5. The Parties undertake mutually to notify each other of each change of address and any data having influence upon the exercise of the rights and obligations of each of the Parties. In the case of no notification given of the change of address, delivery at the address and data known to date, mail which has not been collected is regarded as delivered after 7 calendar days, starting from the day of issuing the first advice note.
- 12.6. All the documents referred to in the Contract or the Order as its appendices form its integral part, regardless of when they were accepted by the Parties, as well as if they were physically added to each copy of the Contract or the Order and are binding upon both Parties.
- 12.7. Matters not regulated in the Provisions of the Contract are subject to the provisions of generally applicable Polish law.