

**General terms of purchase
Brose Sitech sp. z o.o.
With the head office in polkowice
effective from 05.04.2022**

**§ 1
Definitions**

Every time the terms of purchase of Brose Sitech sp. z o. o. (hereinafter also: "Brose Sitech") mentions the below terms, they should be understood as follows:

- 1) **OWZ:** these Brose Sitech terms of purchase.
- 2) **Goods:** all goods, including all forms of energy, water and steam, and also every type of services.
- 3) **Supplier:** the entity that offers Brose Sitech to conclude an agreement, to which Brose Sitech sends an enquiry or order, or an entity that is a party to the agreement.
- 4) **The party:** Brose Sitech and/or the supplier, respectively.
- 5) **Enquiry:** an invitation, sent to the supplier by Brose Sitech, to submit offers within the scope of a tender contest, as organized by Brose Sitech.
- 6) **Order:** a document sent to the supplier by Brose Sitech, that confirms the intention to conclude the agreement.
- 7) **Agreement:** a legal activity, the subject of which is purchase, by Brose Sitech, the goods from the supplier; conclusion of the agreement takes place by Brose Sitech accepting the offer of the supplier, as confirmed by placing a proper order, on conditions as indicated in OWZ, or if agreed on by the parties, a separate written agreement may be concluded.
- 8) **Written form:** means a written form under art. 78 of the civil code, as well as (in consideration of different provisions of wz), submission of a statement by Brose Sitech or a supplier in a documented form (including, with the use of e-mail).
- 9) **Force majeure:** any unforeseeable, inevitable events beyond the control of the parties, especially disasters caused by the force of nature, natural disasters (i.a. Fires, flooding, earthquakes, hurricanes, tornados), explosions, construction disasters, war, fights, strikes, acts of violence, acts of terror, as well as unforeseeable and unavoidable events.

**§ 2
General provisions**

1. This OWZ shall apply in relation to all agreements, including activities related to, or preceding the conclusion of these agreements (namely, preparation and submission of offers by the supplier, in reply to the enquiry of Brose Sitech, submission of an order by Brose Sitech, etc.).
2. Unless stated otherwise, OWZ in the current version shall apply. The current version of OWZ, in an electronic form, shall be available on Brose Sitech website at: [https://www.Brose Sitech.com.pl/o-firmie/warunki-dla-dostawcow](https://www.Brose-Sitech.com.pl/o-firmie/warunki-dla-dostawcow) entering into the agreement shall constitute a confirmation, that the supplier read the OWZ as of the day of the agreement and accepts the contents thereof.
3. Should Brose Sitech and the supplier stated otherwise in writing (whereas, the written form is required under the art. 78 of the civil code), application of any other templates of the supplier agreement is excluded. Acceptance of the goods by Brose Sitech or making a payment for goods shall not mean acceptance of the supplier's agreement templates.

4. In case the Brose Sitech concludes an agreement with the supplier, OWZ shall apply to the same, unless the parties state otherwise in writing.
5. In case of discrepancies between the contents of the order or written agreement and the contents of OWZ, the priority shall be the provisions of the order / written agreement.
6. In case of discrepancies between particular documents that constitute the integral part of the order or a written agreement, the priority shall be the documents of a higher number according to the marking from the order / written agreement (unless the parties state otherwise). In case the appendices were not marked with numbers, the latest appendices shall be a priority.

§ 3

Enquiry and offer

1. Any orders placed by Brose Sitech shall be binding only if places in writing.
2. The offers must be made in polish or english or german. The offer must be complete, and must contain all information necessary to assess, whether the goods offered by the supplier correspond with the requirements as indicated in the enquiry. Brose Sitech may forward the offer form along with the enquiry.
3. In case of offers placed with the use of offer forms as applied by Brose Sitech, the supplier shall include, in the offer, all information required by Brose Sitech.
4. Placing the order by the supplier means that it accepts these OWZ within a particular scope (especially regarding the stage preceding conclusion of the agreement).
5. The supplier shall indicate all discrepancies between the requirements as determined in the contents of the enquiry and the contents of the offer placed by it, as well as reasons for it withdrawing from the requirements as indicated by Brose Sitech. A list of these discrepancies shall be appended to the offer placed by the supplier in the form of a separate appendix (a written form is required).
6. Brose Sitech may, at any time, request a free-of-charge submission of additional information or documents regarding the goods that are the subject of the offer.
7. The offer should clearly state the currency and price. All prices shall be net prices, in consideration of a value of tax on goods and services, under the provisions of law, unless stated otherwise. Unless stated otherwise, the prices indicated in the offer shall include the costs of loading, transport, packaging, shipping, unloading and insurance of the goods until they are handed over to Brose Sitech at the head office of Brose Sitech or at other location as indicated in the agreement.
8. The offers must be sent in a form and to the address indicated in the enquiry.
9. The enquiry placed by Brose Sitech shall cease to be binding if the supplier fails to place an offer within the term indicated each time in the enquiry.

§ 4

Special conditions of the supplier regarding offer preparation

1. The supplier shall check, immediately upon reception, the completeness and cohesion of documents forwarded to it by Brose Sitech in relation to the enquiry. Any missing documents and information shall be reported by the supplier to the cell (department of Brose Sitech, from which it received the enquiry, however, not latest than within three days from the date of reception of the enquiry).
2. The supplier shall indicated, in the offer, any supplies and benefits necessary for due performance of the agreement, and shall especially indicate all particular conditions of the packaging, transport, shipping or storage of the goods that are to be the subject of the agreement.

3. Unless stated otherwise, Brose Sitech allows the possibility to submit variant or alternative offers by the supplier, that deviate from the terms as indicated in the enquiry. This circumstance shall be each time determined in the offer. This shall not affect the obligation under § 3(5) of OWZ.

§ 5

Conclusion and performance of the agreement.

1. The agreement is concluded at the moment of Brose Sitech placing the order, as signed according to the internally regulations of the company, unless the supplier , within 3 days, objects the case, or if the parties decide so, another separate agreement may be concluded.
2. Brose Sitech shall be entitled to constantly supervise the manner of performance of the agreement.
3. The supplier shall perform all obligations under the agreement, in consideration of requirements as determined by common laws and resulting from good customs of the economic turnover and professional nature of the business activity. This applies especially to the obligation of the supplier to fulfill the national, and international legal requirements, especially regarding designing, constructing and manufacturing, import, export, transport and assembly of the goods. The supplier shall be fully responsible for any personal and proprietary damage resulting from violation of these provisions and standards. Upon request of Brose Sitech, the supplier shall deliver all legally required certificates and documents that confirm allowing these goods to turnover and use.
4. If the condition of use or in-building the goods is obtaining the permission for their use or any other official certificate or statement that allows the goods for use, the supplier shall obtain such decisions, certificates, and statements and shall submit them to Brose Sitech, not later than on the day of delivery of the goods.
5. Each party shall immediately inform the other party about all important circumstances and events regarding performance of the agreement, especially any difficulties and obstacles regarding due diligence.
6. In case the need to change the term for conclusion of particular stages of the agreement or a term for final conclusion of its performance, upon clear consent of Brose Sitech, the parties shall agree on, in writing, new terms for performance of obligations under this agreement. In case of failure of the supplier to meet the new terms, Brose Sitech shall be entitled to withdraw from the agreement within 14 days from the ineffective expiration of the newly-determined term. This shall not violate the entitlement of Brose Sitech to request rectification of the damage due to failure of the supplier to meet the new needs, in case of a need to change the term as stated above, which damage occurred due to the fault of the supplier.
7. The supplier shall carry out the quality control of the goods prior to their delivery to Brose Sitech. The supplier shall especially check, whether the goods have the agreed-on properties, and whether they are suitable for use as determined in the agreement, or the commonly determined sue for such goods.

§ 6

Invoicing. Terms of payment

1. Prices and terms of payment shall be governed by this agreement.
2. The prices determined in the agreement are constant prices and constitute the entire price for the goods.
3. Vat invoices for purchase of the goods shall be delivered by the supplier to the address as indicated in the Brose Sitech's order.
4. The vat invoice shall be issued each time according to current laws and shall especially include:

- a) Tax identification number (nip) of the supplier,
 - b) Supplier identification number as assigned by Brose Sitech,
 - c) Name and date of the order,
 - d) Additional arrangements between Brose Sitech and the supplier regarding information (such as unloading site, name and date of the waybill, quantity and identifications numbers of the goods along with their indexes),
 - e) The agreed-on price for the goods, with a separately proven amount of the tax on goods and services.
5. If the supplier provides vat invoices, in an electronic form, according to the requirements as indicated by proper law, Brose Sitech may agree for issuance and delivery of the invoices by the suppliers in such form.
 6. The day of payment shall be the day on which the account of Brose Sitech is credited.
 7. If the vat invoice was issued improperly, the supplier shall issue a proper correction vat invoice or a credit note. Brose Sitech shall not be charged, in this case, due to delay of payment, including the interest for such delay. When accepting and receiving the premature deliveries, the term of payment shall be according to the agreed-on term for delivery of the goods.
 8. If the parties agreed on a schedule of payments, Brose Sitech shall make payment according to the schedule.
 9. Issuance of the vat invoice by the supplier shall take place after the supplier performs a delivery of the goods, under this agreement, to the location as agreed on with Brose Sitech prior to such delivery. Unless otherwise agreed-on in writing, the term for payment shall be 30 days from the day on which Brose Sitech issues a correct vat invoice.
 10. If the payment was pre-determined to be an advance payment, such pre-payment shall depend on whether the supplier submits a irrevocable, unconditional and payable, upon first request, bank guarantee with a wording acceptable for Brose Sitech, in the amount that correspond to the minimum amount of the pre-payment, unless otherwise agreed-on in writing by the parties. Return of the guarantee shall take place at the moment of final settlement for final performance of the delivery under this agreement.
 11. In case of improper performance of the agreement by the supplier - namely, delivery against the requirements or standards under this agreement - Brose Sitech shall be entitled to withdraw the payment or its proper amount until proper performance of this agreement.
 12. Payment of the pre-determined purchase price for the goods shall take place to the bank account, as indicated by Brose Sitech by the supplier in a separate document prior to deliveries. The supplier shall also immediately inform Brose Sitech, in writing, about any change of the bank or bank account number, not later than within 3 working days from the day of such change. Failure to provide the above-mentioned information by the supplier shall release Brose Sitech from responsibility for proper bank transfers. The supplier shall also ensure, that the bank account indicated by it each time is the bank account listed in the so called "white list of vat taxpayers". The supplier shall be responsible for any damage on the side of Brose Sitech, resulting from the supplier failing to fulfill this obligation.

§ 7

Goods manufacturing. Reporting changes, tools

1. If, during the period of this agreement, due to technical reasons or any other significant reasons, it becomes necessary to accept some deviations from the properties of the goods, each party shall inform the other party of such fact, and shall obtain consent for such deviation in writing.
2. If such change, under art. 1 above, affects the agreed-on purchase price or the pre-determined term for delivery of the goods, the parties shall agree on the new prices, and also a proper term for delivery of the goods, and shall confirm the above-mentioned arrangements in writing.

3. Any changes to specification of the goods may be made upon consent of Brose Sitech and after delivery of a written form of the changed order. This shall not apply to works, the necessary of which results from the need to protect life or health of people, or to avoid significant damage on behalf of stiech or any third parties,

§ 8

Goods packaging and delivery

1. Unless otherwise agreed-on, loading, shipping, transport and unloading of the goods ordered by Brose Sitech shall be carried out according to dap rule (incoterms 2020). The supplier shall conclude a proper agreement on insurance of goods during transport.
2. Unless agreed-on otherwise, the goods must be package and marked according to common commercial practices and object properties, especially in the manner according to Brose Sitech instructions, standards applied in automotive industry, provisions of the common law, and also in the manner that correspond with the commonly accepted type of transport, and that secures the goods for the period of transport against their loss, damage or destruction. The packages, external packages, auxiliary packaging materials, and goods carriers shall not contain any hazardous substances, especially radioactive substances, and they also must be recyclable.
3. Any damages to the goods resulting due to improper marking or packaging shall be a responsibility of the supplier.
4. Acceptance of the goods shall be confirmed on the proof of delivery, as issued by the supplier. The confirmation shall be carried out by the person authorized to the same on behalf of Brose Sitech. The proof of delivery shall contain at least the following details:
 - a) Full order number;
 - b) Quantity and units of the order;
 - c) Determination of goods;
 - d) Brose Sitech plant and unloading location;
 - e) Brose Sitech material index.

§ 9

Defective goods, quality and control

1. The supplier shall deliver goods that are free of any physical or legal defects, according to the agreement and, unless the agreement states otherwise, along with proper documentation in polish (including especially the such documents, as: guarantee sheet, instruction manuals, property cards, declarations of conformity, certificates, etc.). The goods subject to this agreement shall contain all parts and elements necessary for their proper, accurate and defect-free use, even if they were not clearly indicated in the agreement (especially in the enquiry or order).
2. After delivery of the goods, Brose Sitech shall carry out a preliminary inspection, including inspection of conformity of the goods with the agreement, visible deficiencies or defects, transport-related damages and quality control (which shall not exclude the right of Brose Sitech to report any material discrepancies in case they are found during later inspections). Brose Sitech control, as carried out during preliminary inspection (including, any detailed control within the preliminary inspection) shall not constitute confirmation of conformity of the goods with the agreement or waiver of the guarantee of due performance of the agreement, and it shall not release the supplier from any responsibility. Potential defects or quantitative deficiencies found by Brose Sitech during the preliminary inspection or later inspections, shall be reported to the supplier immediately upon finding the same. The term for rectification shall by agreed on with Brose Sitech.
3. Within the scope of p. 2 above, the goods shall be inspected by Brose Sitech during normal use thereof. The defects found in such manner shall be reported to the supplier immediately upon their finding by Brose Sitech.

4. Brose Sitech shall not have an obligation to accept defective goods, goods other than the ones under this agreement or goods delivered in improper quantity.
5. Notwithstanding the rights of Brose Sitech under proper laws or this agreement, Brose Sitech shall have a right to accept the goods, that are not free of defects. In such case, the parties shall agree on a proper period, in which the supplier shall repair defects/ reduce the remuneration payable to the supplier.

§ 10 **Warranty, guarantee**

1. The supplier shall be responsible for defects of the goods according to current laws, especially including the laws that regulate the warranty for the defects of sold object.
2. In case, the delivered goods turn out to be defective, the supplier shall, at the discretion of Brose Sitech, remove the defects or deliver the defect-free goods, unless such delivery is economically unjustified to Brose Sitech due to technical or manufacturing reasons. If the deliver cannot fulfill the request reported by sitch within proper period as determined by Brose Sitech, Brose Sitech shall have a right to withdraw from this agreement and send the goods back at the risk and expense of the supplier. Claims of Brose Sitech regarding reduction of price for defective goods, as well as rectification of the damage, and payment of contractual penalties resulting from the supplier delivering defective goods, shall be unaffected.
3. If, despite ineffective expiration of the term, as determined by Brose Sitech under p. 2 above, the Brose Sitech does not withdraw from the agreement, Brose Sitech may repair the defects itself or commission such repair to a third party. The costs resulting therefrom shall be borne by the supplier. Brose Sitech shall have a right to deduct the costs related to such repairs against the amounts payable to the supplier with respect to Brose Sitech.
4. In case, the goods that are delivered again, under p. 2 above, are defective, Brose Sitech shall have a right to withdraw from the agreement without the requirement to appoint a new term for the supplier for delivery of the defect-free goods.
5. In case the defects of the goods delivered by the supplier may pose direct threat to health or cause a significant material damage, Brose Sitech shall have a right to immediately repair (without additional term), independently or with the use of third parties - any such defects of the goods at the risk and expense of the supplier. Brose Sitech shall inform the supplier about the defect found immediately, and if possible, shall ensure participation of the supplier in removing such defects.
6. If, despite Brose Sitech following the obligations under OWZ, the defect is found after commencement of their processing, Brose Sitech may request the supplier to pay a compensation for additional expenditures resulting from delivery of defective goods. If delivery of defective goods results in manufacturing downtime for Brose Sitech, the supplier shall pay a compensation for lost benefit for each case of such downtime. The above shall not affect the possibility to seek compensation on general rules.
7. Claims against compensation for lack of features of the goods, the presence of which was guaranteed by the supplier, and also claims against responsibility of the supplier for hazardous product shall be unaffected.
8. Unless otherwise agreed-on, the rights under the warranty shall expire after 24 months from the date of delivery according to the agreement, for the benefit of Brose Sitech.
9. Unless otherwise agreed-on in writing, the supplier shall grant Brose Sitech a guarantee for the goods, the period of which shall be 36 months from the date of effective delivery under this agreement (the guarantee period). The guarantee shall not exclude, limit or suspend the right of Brose Sitech under the warranty for the defect of sold object. The guarantee statement, that meets

the conditions under this ow, shall be delivered to Brose Sitech by the supplier prior to performance of this agreement. The guarantee issued by the supplier shall not be limited territory-wise.

10. The guarantee shall include an insurance, that the goods have technical parameters and properties according to this agreement, and that it includes fully operational and faulty-free operation. Use of the goods in the manner according to its purpose under this agreement.
11. Within the scope of the guarantee, the supplier delivers the goods in a defect-free condition, and shall bear all costs of repairs and replacements of defective goods with the goods free of such defects, including the costs of disassembly, labor, transport, re-assembly and start-up (if required). In case the supplier fails to fulfill the obligation within the period determined by Brose Sitech, Brose Sitech shall be entitled to perform these activities at the cost and risk of the supplier.
12. Upon Brose Sitech request, the supplier shall conclude a civil liability insurance that covers, globally, the obligations of the supplier arising from the agreement on delivery of goods, and obligations to keep the above-mentioned insurance policy for the entire period of this agreement. The insurance mentioned above shall especially cover the insurance with respect to the activity of the supplier, liability for the product (including hazardous products), liability for withdrawal of the product, as well as damages made to the natural environment. Upon request of Brose Sitech, the supplier shall present a document that proves conclusion of the civil liability insurance with detailed conditions of such insurance.
13. The supplier shall be responsible for damages done on the side of Brose Sitech, as a result of withdrawal of the goods from the turnover, including due to decisions of proper body or court or due to provisions of law (product recall). The above-mentioned costs shall especially include:
 - a) Costs of tests commissioned by the supervision bodies or proper court to determine hazards related to the goods delivered by the supplier;
 - b) The costs of public announcements regarding the goods;
 - c) The costs of reaching the persons factually owing the goods delivered by the supplier (as applicable);
 - d) The costs of destruction/ acceptance of the goods;
- regardless of whether the goods was marketed independently or in a processed form (in-built, inserted or otherwise combined with the component of the product manufactured by Brose Sitech).

§ 11

Liability of the supplier delays

1. In consideration of other provisions of these OWZ, the term for delivery of the goods according to the agreement shall be binding for the supplier.
2. The supplier shall immediately inform the purchasing department of Brose Sitech, in writing, about the intention of earlier delivery of the goods, as well as delay in the same. Siteh may refuse to accept the goods prior to their delivery date. In case of such refusal, the supplier shall bear all costs and risks related to storage of the goods until the agreed-on term for delivery of the goods.
3. Unless otherwise stated by the parties, in case the supplier fails to meet intermediate terms for services under the order, the supplier shall pay Brose Sitech a contractual for penalty at the rate of 0.5% of the gross accounting amount of the order for each working day of such delay.
4. Unless otherwise stated by the parties, in case the supplier fails to meet the final term for services under the order, the supplier shall pay Brose Sitech a contractual for penalty at the rate of 0.5 % of the gross accounting amount of the order for each working day of such delay.
5. In such case, the contractual penalty may exceed 5% of the gross accounting sum of the order. The above shall not exclude the right of stiech to seek compensation exceeding the amount of the contractual penalty.

6. In case such delay, under p. 3 and 4 above, arises due to reasons beyond the control of the supplier, Brose Sitech may release the supplier from the contractual penalties under the above-mentioned provisions.
7. Insofar as allowable under the common law, the liability of Brose Sitech (especially due to failure or improper performance of the agreement), shall be limited only to the loss suffered by the supplier, and shall not include the benefit lost by the supplier.

§ 12

Assignment of claims, deduction

1. The supplier shall not, without a written consent (under art. 78 of the civil code), and on the pain of invalidity of the Brose Sitech consent, assign claims resulting from the agreement, or transfer the assignment to the third party, which assignments it is entitled to with respect to Brose Sitech under this agreement, or authorize any third parties to seek such claims.
2. The supplier shall not limit the statutory right of Brose Sitech to withdraw from gained benefits for the benefit of the supplier, and also from the right of Brose Sitech to deduct such mutual claims.
3. The supplier hereby authorizes Brose Sitech to make deduction of any assignments Brose Sitech is entitled to with respect to the supplier, against any assignments the supplier is entitled to with respect to Brose Sitech.

§ 13

Termination of the agreement

In consideration of the acts of law or other provisions of these OWZ:

- 1) Brose Sitech may terminate this agreement with a 30-day notice period, by submitting, to the supplier, a written statement on that matter; the above shall not affect the remaining rights of Brose Sitech under this agreement or acts of law;
- 2) The supplier shall not be entitled to terminate this agreement at any time.

Regardless of the foregoing, Brose Sitech shall be entitled to terminate this agreement immediately, without a notice period, in case of the so called significant reasons that occur each time:

- a) The supplier violates the significant obligation under this agreement and does not remove such violation, in full, within a term as determined by Brose Sitech;
- b) The goods delivered by the supplier during the agreement does not meet the qualitative requirements under this agreement and OWZ, or during the deliveries under this agreement, a significant quality deterioration of the goods delivered by the supplier is found;
- c) Within 6 (six) calendar months, Brose Sitech commences at least 3 (three) complaint procedures, that were positively recognized by the supplier - in full or in part;
- d) A change occurred in ownership or ownership structure at the enterprise of the supplier, based on which, the further performance of the agreement is reasonably impossible for Brose Sitech. This shall especially apply to the case when the competitor of Brose Sitech purchases shares at the supplier's company or when the supplier purchases shares of the Brose Sitech's competitor;
- e) If the supplier cannot reliably prove, that a delay is caused by force majeure, will not exceed thirty (30) days, or if such delay lasts longer than thirty (30) days;
- f) The supplier violates the obligations under § 16.

§ 14
Force majeure

1. Delays, failure or improper performance of the agreement by any parties due to force majeure shall be deemed justified (in consideration of other provisions of OWZ), as long as such event is ongoing. The party, that is not able to fulfill an obligation under this agreement due to force majeure, shall immediately notify the other party of such fact, not later than within 3 days from the day on which such notification became possible, and present reliable proof for the same. When force majeure ceases to exist, the other party shall be informed about such fact immediately. Failure to meet the above-mentioned requirements may lead to loss of right to refer to force majeure.
2. In case Brose Sitech, due to force majeure, is not able to accept to goods at the pre-determined location, the supplier shall not be entitled to any compensation claim with respect o Brose Sitech for any delay in acceptance of the goods. In such case, the supplier shall not request the Brose Sitech to fulfill the mutual consideration under this agreement. As far as possible, Brose Sitech shall inform the supplier about the estimated period of obstacles caused by force majeure. For the period of the obstacle, the supplier shall properly store the goods at own cost and risk.
3. During such delay or failure of the supplier to perform the agreement due to force majeure, and for a justified term after that, Brose Sitech shall be entitled to:
 - (i) Purchase the replacement goods from other sources, thereby reducing the ordered quantity of the goods by the quantity of the goods replaced; and/or
 - (ii) Request the supplier to deliver the replacement goods from other known sources in quantities and within terms determined by the supplier and at prices as per the agreement.

§ 15
Intellectual property rights

1. Brose Sitech is entitled /has all rights, including the intellectual property rights, in relation to all drawings, sketches, calculations, and any other documents, as well as models and patterns delivered to the supplier under this agreement. In each case, subjects of these rights may be shared with third parties only upon written consent of Brose Sitech, on the pain of invalidity.
2. The supplier shall use them only for the purpose of this agreement with Brose Sitech, and after that, they should be immediately returned to Brose Sitech without a separate notification from Brose Sitech.
3. Trademarks, as well as proper Brose Sitech part numbers shall be placed on goods, if this results from the documents delivered by Brose Sitech under this agreement or if Brose Sitech instruct the supplier to do so. The goods marked in such manner may be delivered only to Brose Sitech.
4. In case of justified return of the goods marked with a trademark or Brose Sitech part number, due to defects or any other discrepancies of the goods with the enquiry/order, the supplier shall not make the available to any third parties, unless it inadvertently removes such marking and obtains a clear, written consent from Brose Sitech.
5. The parties agree that any rights for patent of the invention or any protective rights for utility models, as well as rights due to registration of the industrial model in relation to inventions and models created under this agreement, shall be owned solely by Brose Sitech.
6. The supplier shall provide Brose Sitech with full documentation on models and inventions under p. 5 above.
7. All drawings, projects, models, etc., developed by the supplier according to Brose Sitech specifications that may constitute a "work" under the polish copyright act from february 4, 1994 (hereinafter "the works"), shall be an unlimited property of Brose Sitech within the scope of remuneration for the supplier under this agreement/order. Transfer of copyrights shall each time mean a consent of the supplier for Brose Sitech to perform all related copyrights for the works and transfer, on Brose Sitech, of all rights to grant such consent to third persons.

8. The supplier hereby declares, that if , due to this agreement/order it creates a work, within the scope of own remuneration ,at the moment of issuance of the work, all property rights to the works, in all known fields of use, shall be transferred to Brose Sitech, especially:
 - Within the scope of storing and multiplication of the work; producing copies of the work by any means, including printing (including 3d printing), reprography, magnetic or digital saving;
 - Within the scope of turnover of the original work or copies of the work: multiplication, loan or rental of the original or its copies:
 - Within the scope of dissemination of the work, in a manner other than stated in the preceding sentence: public performance, exhibition, display, playing or broadcasting or emitting, and public sharing of the work so that anyone can access it at any place and time of their choice (including via telecommunication or it means, including internet);
 - Introduction of the original or copy of the work to the turnover (dissemination), to the computer memory, server or a memory of any other device, loaning or renting of the original or copy of the work;
 - Modification, individually or with any third party, of the work, or any deliverables, translations, adaptations, or any other changes of the work;
 - Placing the work in the resources of a computer, internet or any other teleinformation network, using the work during public presentations;
 - Using the work recorded in any form, including polygraphy or any material carriers.
9. The supplier shall withdraw from performing any copyrights in relation to the works, and shall also not require Brose Sitech to place, on the works, labels with name or any other labels related to the author, nor will it request controls-supervisions over the manner of use of the works. The supplier shall make sure, that this provision applies also to all people involved in the work creation process.
10. Any planning documents (projects, drawings, etc.) Shall be handed to Brose Sitech on the day of delivery as determined by the parties in the agreement/order, along with any further documents and/or documents necessary for use and maintenance, such as source codes, instruction manuals and assembly manuals (other documents).
11. The supplier shall be fully responsible for compensation claims or any other claims raised by entitled third parties in relation to potential violations of their copyrights or industrial property rights, as performed in relation to performance of the agreement by the supplier.
12. If, as a result of the supplier violating the rights of any third persons, the entitled third person request Brose Sitech to stop using the goods, the supplier shall remove such violation, and its results at its own expense. The above shall not exclude the possibility of Brose Sitech to seek compensation, or reporting any other claims to remove or reduce the damages caused by violation of third person's rights by the supplier.

§ 16

Confidential information protection. Documents

1. The parties shall keep the secrecy and not forward, disclose or use (in any form, including written, oral, via electronic / commonly available information carriers) without a written consent (on the pain of invalidity) of the other party, of any information obtained during the agreement, especially commercial secrets and secrets related to the enterprise of the other party and also customers or any other entities or contents of the agreement related thereto.
2. The supplier shall properly store any documents related to the agreement handed to it by Brose Sitech, and shall especially make sure that it is not accessible by unauthorized third persons.
3. The supplier shall oblige its sub suppliers within the scope similar to this clause in relation to confidentiality.
4. The parties shall also keep the secrecy of the fact of conclusion of this agreement, unless the other party gives a clear written consent for disclosure of this fact or unless the current provisions of law impose the obligation to disclose such fact with respect to persons that are statutorily authorized to access such information.

5. Providing the information for marketing purposes by the supplier, which information is related to cooperation with Brose Sitech (including information related to business relations with Brose Sitech and its data) may take place only upon prior written consent of Brose Sitech.
6. The supplier shall return to Brose Sitech all documents and letters (especially powers of attorney/ authorizations), that confirm its authorization or authorization of third persons to take action on behalf of Brose Sitech, immediately after conclusion of activities determined therein, or immediately upon each request of Brose Sitech, unless the original document was submitted to the proper administrative body or court (in this case, it is necessary to submit to Brose Sitech an official confirmation of submission of the such original document).
7. In case the supplier violates the obligations determined in this paragraph, the supplier shall pay Brose Sitech a contractual penalty in the amount of eur 50.000.00 per each violation. In the above-mentioned case, Brose Sitech shall be entitled to terminate the agreement the violation is related to, with immediate effect.

§ 17

Social responsibility.

Brose Sitech deems it very important that the supplier, in the course of its business activity, considered social responsibility with respect to its employees and society. The following rules are of special importance:

- Respect for human dignity and human rights, prohibition of child labor or forced labor,
- Implementation of equal opportunity and family-friendly conditions,
- No discrimination due to religion, origin, nationality, age, disability, civil status, sexual orientation, political membership, membership in professional associations, etc., sex, or veteran status.
- Protection of native people,
- Prohibition of bribery or forcing,
- Respect for socially acceptable working conditions,
- Protection against individual, arbitrary activities in relation to the staff,
- Creating conditions that allow employees to enjoy a dignified living conditions,
- Positive and negative freedom of association,
- Provision of possibility of employment through trainings and education,
- Informing the employees on goals, economic situation and ongoing issues that affect the company and its employees,
- Responsible behavior of all employees within the scope of environment protection,
- Respect for ohs requirements,
- Respect for current laws,

The aim fo the supplier must be that its subsuppliers also follow the rules indicated in this section.

§ 18

Final provisions

1. Unless the agreement clearly states otherwise, agreements between sitch and the suppliers shall be governed by polish law. Application of united nations convention on international sales of goods and convention on expiration in international sales of goods shall be excluded.
2. Any changes to the contents of legal relationship between Brose Sitech and the supplier, and termination of the same, or statement on withdrawal from the same, shall require a written form on the pain of invalidity.
3. The p. 2 above shall not apply to change of the contents of this OWZ if the supplier, immediately upon receiving the changed OWZ, does not oppose such changes in writing.
4. If one or more provisions of the agreements or OWZ is or becomes invalid or ineffective, this shall not affect validity and effect of the remaining provisions. In place of the invalid or ineffective

provisions, a provision of the agreement or OWZ shall be applied that most closely resembles the goal assumed by the parties.

5. The provisions regarding, in the agreements or OWZ, contractual penalties shall not exclude the right of Brose Sitech to seek compensation exceeding the amount of such contractual penalties.
6. The parties shall resolve any disputes that may arise from this agreement, amicably. In case the parties do not resolve such dispute amicably, such dispute shall be resolved by the common court of law with a jurisdiction over the head office of Brose Sitech.