

General Terms & Conditions of Purchase

I. General; scope of application

The Terms and Conditions outlined herein govern all Contracts between the Purchaser and the Seller unless the Seller expressly cites its terms during consultations. In such cases, Contracts will be determined by a written agreement after negotiation. Our Purchasing Conditions are binding and prevail over any conflicting supplier terms unless agreed otherwise in writing. Accepting a supplier's offer, even with their terms, doesn't imply consent. These conditions persist for future transactions, given legality and similarity.

II. Offer; offer documents, the conclusion of the Contract

1. Offers to Tru-Flex Sp. o. o. shall be free of charge. Express reference must be made to differences compared with our inquiry. Where applicable, relevant drawings must be attached.
2. We herewith reserve title and copyrights to illustrations, drawings, calculations, and other documents, which must not be made accessible to third parties without our express written consent. They must be used exclusively for production purposes based on our purchase order. They must be kept confidential concerning third parties. Reference is made in other respects to section XII.
3. Our purchase orders must be in written form, usually via email. Unless otherwise agreed, suppliers must confirm our orders in writing within three working days of receiving them. This confirmation should include the price and a fixed delivery time. Failure to confirm within this timeframe implies acceptance of the order. Suppliers should notify us of any apparent errors or omissions in the purchase order so that they can be rectified before acceptance. If the order confirmation differs from the original offer or our purchase order, it will not establish a contract. We reserve the right to cancel orders if they are not confirmed in writing within the specified timeframe.
4. Tru-Flex Sp. z o. o. shall have no liability for the purchase order's manifest, clerical, or calculation errors.

III. Prices, terms of payment, and delivery; limitation period

1. The price stated in the purchase order is legally binding. Unless otherwise specified in writing, this price includes both delivery and packaging. Delivery will be made according to DAP terms (Incoterms 2020) to the designated delivery point specified by Tru-Flex Sp. z o. o.

2. The return of packaging materials requires a separate agreement. If packaging regulations obligate the supplier to take back the used packaging, they are responsible for the return transport and recycling costs.
 3. Unless otherwise agreed upon in writing, payment of the purchase price will be made within 90 days of receiving the complete delivery, starting from the date of delivery and invoice receipt.
 4. If the invoice is received before the goods, the payment begins from the delivery date.
 5. Claims against us for payment will expire after one year.
- IV. Assignment, subcontractors, right to withhold payment, offsetting
1. The supplier must obtain prior written consent from Tru-Flex Sp. z o. o. before assigning its claims against us or allowing third parties to collect them; such consent can only be refused for valid reasons.
 2. The supplier cannot assign its contractual obligations, wholly or partially, to a subcontractor without the prior written consent of Tru-Flex Sp. z o. o. If such consent is granted, the supplier must provide copies of the subcontractor contracts upon request, immediately after issuance, to the purchasing department at Tru-Flex Sp. z o. o. This requirement ensures compliance with manufacturing standards, order terms, delivered goods, and legal or regulatory obligations. However, the supplier remains liable for the subcontractor's performance of contractual obligations.
- V. Delivery dates; due date, default, damages, transfer of risk
1. The supplier must deliver its service promptly on the agreed-upon delivery dates specified in the Contract. These delivery dates refer to the arrival dates at the designated delivery point for each order.
 2. If the performance deadline is defined by a specific calendar date, the supplier will be considered in default once that date has passed.
 3. In case of default by the supplier, Tru-Flex Sp. z o. o. may request expedited delivery (e.g., express freight, courier services) at the supplier's expense. If the supplier is at fault for the delay, Tru-Flex Sp. z o. o. reserves the right to claim lump-sum compensation equal to 0.5% of the net price per working day, not exceeding 5% of the total net price up to the commencement of the default. Both parties retain the right to provide evidence regarding the extent of damage incurred.
 4. If the supplier is at fault for the delay, Tru-Flex Sp. z o. o. has the right to demand compensation for the resulting losses.
 5. Should the supplier be in default, Tru-Flex Sp. z o. o. may make substitute purchases, if necessary, to prevent imminent consequential losses due to the delay. Any additional costs incurred shall be the responsibility of the supplier. The supplier is liable for all damages resulting from its default, including consequential losses.

6. Tru-Flex Sp. z o. o. is not obligated to accept early deliveries or services without explicit consent.
7. The supplier must promptly inform Tru-Flex Sp. z o. o. in writing of any delivery delays and the reasons behind them. Tru-Flex Sp. z o. o.'s awareness of the reasons for the delay does not replace the supplier's obligation to provide written notification. The supplier bears responsibility for any damages resulting from delayed or omitted notification. Additionally, the supplier must compensate Tru-Flex Sp. z o. o. for damages resulting from delivery delays caused by the supplier.
8. Acceptance of delayed shipments does not waive Tru-Flex Sp. z o. o.'s right to claim damages.

VI. Demands placed on delivered goods; documentation

1. The supplier must accurately include the Tru-Flex Sp. z o. o. order and article numbers on all documents, transport papers, and delivery notes. Each purchase order requires separate documentation. Any damages or losses resulting from failure to comply with this requirement are the supplier's responsibility.
2. The supplier must promptly furnish a written declaration of the goods' origin according to customs regulations to Tru-Flex Sp. z o. o.
3. The supplier is responsible for ensuring that the delivered article meets the warranted specifications, possesses all necessary certifications and indicators, and is free from defects that would compromise its value or performance for its intended purpose. If an EC conformity declaration with a CE label, an EC manufacturer declaration, or a certification is required to manufacture or operate the delivered article (such as type examination), the supplier must provide us with the necessary documentation in Polish. The supplier bears all associated costs for obtaining these permits.

VII. Modifications

1. Tru-Flex Sp. z o. o. reserves the right to modify orders anytime, covering technical specifications, quality, quantities, delivery dates and locations, packaging, and transportation terms. The supplier must evaluate the impacts of these changes, including costs, lead times, and quality, and promptly inform Tru-Flex Sp. z o. o. to ensure production continuity. If Tru-Flex Sp. z o. o. communicates the effects of modifications, both parties commit to renegotiating the Contract in good faith. However, the supplier must promptly implement changes to ensure production continuity, even if consequences are not yet agreed upon, in cases where modifications are necessitated by customer requests, safety or environmental regulations, or legal requirements.
2. Without Tru-Flex Sp. z o. o., the supplier cannot modify the products or production process, such as changing production lines or subcontractors. z o. o.'s prior

written consent. Nonetheless, the supplier agrees to continually seek improvements in product quality, reliability, pricing, and delivery times and must notify Tru-Flex Sp. z o. o. of proposed changes in this regard.

VIII. Defects inspection; warranty; limitation period

1. The supplier guarantees that the products meet agreed specifications and industry standards, are suitable for their intended purpose, are free from defects in design, manufacture, and operation, do not infringe upon third-party rights, and comply with all applicable laws and regulations.
2. This warranty lasts until the end of the warranty period granted by Tru-Flex Sp. z o. o. to its customers for the program or any other agreed period.
3. During the warranty period, the supplier must replace non-conforming Products or cover the replacement costs, including any necessary replacements for Tru-Flex Sp. z o. o.'s entire system. Additionally, the supplier must reimburse all costs incurred by Tru-Flex Sp. z o. o. due to non-conformity and replacement, including costs charged by customers.
4. Tru-Flex Sp. z o. o. reserves the right to deduct warranty costs from amounts owed to the supplier. This warranty is in addition to any implied or statutory warranties and other commercial warranties provided by the supplier.
5. The supplier must promptly rectify any defective or non-conforming Products at their expense and comply diligently with all Tru-Flex Sp. z o. o. or customer requirements in case of a recall or service action.

IX. Obligation to supply service parts

The supplier must provide all necessary replacement and service parts to Tru-Flex Sp. z o. o. for a duration matching the serial production period and an additional after-sales service period of fifteen (15) years following production cessation or any other period agreed upon in the Contract between Tru-Flex Sp. z o. o. and the supplier.

X. Product liability; release; and liability insurance cover

1. The supplier shall defend, indemnify, and hold Tru-Flex Sp. z o. o. harmless from all liabilities, costs, damages, losses, third-party claims, and expenses (including legal fees and court costs) arising from any breach of the Contract terms by the supplier or defective or non-conforming Products. Additionally, the supplier shall indemnify Tru-Flex Sp. z o. o. for expenses, damages, actions, and costs associated with recall campaigns initiated by Tru-Flex Sp. z o. o. or its customers.
2. At its own expense, the supplier must obtain and maintain insurance policies from a reputable and financially stable insurance company, covering the supplier's liability to Tru-Flex Sp. z o. o. and third parties, including expenses related to recall campaigns. This insurance coverage does not limit the supplier's liability in any way.

Certificates of these insurance policies must be provided to Tru-Flex Sp. z o. o. at each yearly renewal period.

XI. Tooling

1. Once manufacturing begins, all tooling items will become the exclusive property of Tru-Flex Sp. z o. o. or its customer. Suppliers must mark the Tooling as belonging to Tru-Flex Sp. z o. o. or its customer and ensure they are not subject to seizure or attachment.
2. Suppliers may only use the Tooling to fulfill orders from Tru-Flex Sp. z o. o. and cannot alter, reproduce, or destroy it without written consent.
3. Suppliers guarantee that the Tooling meets Tru-Flex Sp. z o. o.'s specifications and is fit for its intended purpose upon delivery.
4. Suppliers must promptly report malfunctions, damages, or events that may require Tooling replacement or disrupt product supply.
5. Tru-Flex Sp. z o. o. reserves the right to inspect Tooling and related records at the supplier's premises with a twenty-four-hour notice during working hours.
6. Suppliers are responsible for maintaining, repairing, and insuring Tooling at their own expense. They must waive any retention rights and return Tooling to Tru-Flex Sp. z o. o. upon request in perfect condition, including technical documentation.

XII. Intellectual property rights

1. The supplier is accountable for ensuring its services do not violate third-party patents or intellectual property rights. They agree to indemnify Tru-Flex Sp. z o. o. against any claims from third parties regarding such violations and to absolve Tru-Flex Sp. z o. o. from any associated liabilities. Additionally, the supplier is responsible for paying any necessary license fees related to their services and must reimburse Tru-Flex Sp. z o. o. for any legal expenses incurred in defending against claims or losses.
2. If the supplier provides software, they must ensure that Tru-Flex Sp. z o. o. has the necessary licenses for its use. Unless otherwise agreed, these licenses should also cover future versions of the software and allow its use on any number of computers within the Tru-Flex Sp. z o. o. company (central processing unit / peripheral equipment).

XIII. Non-disclosure

1. The supplier shall not disclose Tru-Flex Sp. z o. o.'s negotiated prices for any order, specifications, drawings, samples, or other technical, economic, or business information provided by Tru-Flex Sp. z o. o. for the Contract to any third party, including Tru-Flex Sp. z o. o.'s customers, without Tru-Flex Sp. z o. o.'s prior written consent. The supplier shall only disclose the Confidential Information to its personnel who require access for Contract-related purposes and are bound by confidentiality obligations. The Confidential

Information shall not be used for any purpose other than Contract performance. The supplier also agrees not to utilize Tru-Flex Sp. z o. o.'s name, trademark, or logo for advertising or any other purpose outside of Contract performance.

2. Tru-Flex Sp. z o. o. shall similarly safeguard any information provided by the supplier during Contract performance and any information accessed during Contract execution, including information related to the supplier. Such information shall only be disclosed to Tru-Flex Sp. z o. o.'s personnel, representatives, affiliates, and potential partners who require access for Contract purposes and are bound by confidentiality obligations. This information shall be used solely for Contract performance.

XIV. Written form, severability clause

1. Any modifications or supplements to this agreement must be documented in writing. This requirement also extends to the necessity for written documentation itself.
2. If specific sections of these terms and conditions are deemed invalid, the validity of the remaining provisions shall remain unaffected. Invalid sections will be substituted with provisions that, based on reasonable judgment, best reflect the commercial intent.

XV. Miscellaneous

1. The supplier must fulfill the Contract while adhering to all relevant laws and regulations, encompassing transportation, import-export regulations, labor laws (including recruitment, wages, and working conditions), occupational health and safety standards, environmental regulations, subcontractor usage, and competition laws. The supplier is responsible for ensuring that its suppliers and potential subcontractors adhere to these regulations.
2. The supplier, including its employees, agents, affiliates, and individuals involved in contract performance, agrees with Tru-Flex Sp. z o. o. not to engage in bribery or attempted bribery in connection with the Products and services provided under this Contract. Bribery includes any offer of payment, gift, or other inducement, reward, or advantage, whether monetary or otherwise.

XVI. Court with jurisdiction; place of performance; governing law

1. In matters not covered by these General Terms and Conditions of Purchase, the relevant provisions of the Civil Code apply. In the event of a dispute regarding the interpretation or execution of the order and these General Terms and Conditions of Purchase, which the parties cannot resolve amicably, the competent authority for resolution will have jurisdiction over the Purchaser's registered office.
2. All dealings between the supplier and Tru-Flex Sp. z o. o. shall be subject solely to Polish law. The regulations of the UN Convention on Contracts for the International Sale of Goods will not apply.