

White Drive Motors & Steering' General Terms and Conditions of Purchase

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1. Introductory Provisions

- 1.1. These General Terms and Conditions of Purchase (hereinafter referred to as “GTC”) set out the rules for the supply of goods and services by the Supplier to WHITE as well as the rights and obligations of the Parties to a Purchase Order.
- 1.2. **WHITE** shall be understood to mean White Drive Motors and Steering Sp. z o. o. with its registered office in Bielany Wrocławskie, 1 Logistyczna Street, 55-040 Bielany Wrocławskie, Kobierzyce, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under KRS No.: 0000015311, NIP (Tax Identification Number): 8942583804, REGON: 932125504, BDO (Waste Database) No.: 000133115, with a share capital of PLN 25,000,000.00, having the status of a large entrepreneur within the meaning of the provisions of the Prevention of Excessive Delays in Commercial Transactions Act of 8 March 2013.
- 1.3. **Goods** shall mean all materials and services intended by WHITE for manufacturing purposes.
- 1.4. The Parties agree that no provisions of any standard form contracts used by the Supplier (in particular general terms and conditions of contracts, template contracts, or rules and regulations or documents incorporated by reference in the Supplier’s quotation, offer or any other Supplier’s document unless expressly confirmed by WHITE) shall apply to the cooperation between the Parties. The above shall also apply in a situation where the Supplier’s standard form contract is delivered to WHITE, and WHITE does not expressly declare that it refuses to accept the use of such standard form contract.

2. Start of cooperation. Forecast. Acceptance of a Purchase Order. Term of a Purchase Order

- 2.1. In order to start cooperation with WHITE, the Supplier has to pass feasibility study and Quality Management System Audit according to WHITE’s requirements, in particular to ensure meeting WHITE technical and quality requirements relating to the Goods.
- 2.2. WHITE will present non-binding forecasts to the Supplier on monthly basis.
- 2.3. WHITE will issue Purchase Orders in writing, in electronic or in document form. The Supplier shall have three business days to accept, propose modifications to, or reject a Purchase Order. The lack of response from the Supplier within the above time limit shall mean the Purchase Order has been accepted in whole without any modifications. If the Supplier starts to perform its duties according to given Purchase Order, such Purchase Order is deemed to be accepted unconditionally.
- 2.4. A Purchase Order shall be entered into for a fixed term beginning from the date specified in the Purchase Order. The Purchase Order shall continue until the full completion of delivery of the Goods under the Purchase Order, with the proviso that the end of the term of the Purchase Order shall not affect the performance of those obligations of the Supplier that are indefinite in nature or have a time limit that is longer than the term of the Purchase Order. In particular, the end of the term of the Purchase Order shall have no impact on the provisions of section 5 regarding warranty or section 10 regarding confidentiality.
- 2.5. WHITE is entitled to postpone Purchase Orders for a period up to six (6) months from the originally agreed delivery date without any costs or compensation to be paid by WHITE provided that such postponement is notified at least three (3) weeks prior to the originally agreed delivery

date. If postponement is notified with a shorter notice than three (3) weeks, WHITE shall pay Supplier reasonable, documented storage costs. Supplier shall store Goods covered by postponed Purchase Orders at Supplier's risk and with due diligence.

- 2.6. WHITE is entitled to cancel a Purchase Order in part or in full. Until the time of shipment from Supplier's site WHITE may cancel a Purchase Order concerning Goods which are not WHITE specific in part or in full without cost. For the purpose of this GTC WHITE specific Goods shall mean Goods designed by WHITE or customized specifically for WHITE and for which Supplier has no alternative use or other customer. In case of any other WHITE cancellation WHITE shall compensate Supplier's direct loss resulting from the cancellation reduced to the extent reasonable possible.
- 2.7. Purchase Order may be withdrawn by WHITE with immediate effect in the event of a serious or repeated breach of the Supplier's obligations arising under the Purchase Order.

3. Rights of WHITE

- 3.1. The Supplier undertakes to deliver the Goods to WHITE in a proper manner and in accordance with the Purchase Order. If the Supplier fails to deliver the Goods or delivers them in an improper manner, then, without prejudice to other rights and remedies under the law, WHITE may exercise the right to:
 - a) withdraw from the Purchase Order and refuse to accept the Goods (in whole or in part, at WHITE' discretion) within 6 months of the date of delivery of the Goods as specified in the Purchase Order;
 - b) require the Supplier to repair or replace the defective Goods or refund in full the price of the defective Goods;
 - c) seek full compensation from the Supplier.
- 3.2. Notwithstanding the rights set out in subsection 3.1. above:
 - a) The Supplier shall cover all documented costs incurred by WHITE in connection with a defect in the Goods, and in particular with the installation and removal of the defective Goods, the costs of production downtime, and the costs of sorting the Goods
 - b) In the event that the Goods are not replaced with non-defective Goods immediately after notification to the Supplier, the Supplier authorizes WHITE to rectify all the defects found at the Supplier' expense.

4. Obligations of the Supplier

- 4.1. The Supplier undertakes to fulfil the Purchase Order with the utmost care and diligence, in compliance with the applicable laws – in particular with respect to occupational health and safety and environmental protection – and the applicable standards adopted in the relations in question, and in a manner that is the least disruptive to the organization of work at WHITE.
- 4.2. Supplier warrants to WHITE that the Goods themselves, as well as any component parts thereof, if any, shall comply with all legal requirements, both in the country of manufacture as well as in Poland and in any country to which products manufactured by WHITE incorporating the Goods will be sold or otherwise introduced into the market. The above requirement also applies to the obligation to obtain and maintain, throughout the period of cooperation with WHITE, any and all certificates, approvals, licenses and other documents of similar nature required by law or best market standards.

- 4.3. The Supplier shall fully comply with applicable trade restrictions, including, in particular, applicable embargoes, regulations on dual-use items and regulations on raw materials from conflict areas. The Supplier warrants that it is in full compliance with any applicable conflict minerals laws, in particular with, the Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas. The Supplier warrants that any Goods delivered to WHITE will be in full compliance with any applicable conflict minerals laws. Upon request of WHITE the Supplier is obliged to disclose the source of any components or raw materials used to manufacture the Goods. The Supplier shall provide full cooperation with WHITE that might be reasonably required by WHITE to fulfil any obligations of WHITE resulting from trade restrictions, including, in particular, applicable embargoes, regulations on dual-use items and mineral law regulations. In particular, the Supplier is obliged, at each request of WHITE, to undergo verification in this respect and to provide information about its beneficial owners.
- 4.4. If in order to conduct business relating to the subject matter of the Purchase Order the Supplier needs to obtain relevant permits or meet other requirements, the Supplier represents that it has all permits and meets the requirements and undertakes to keep all permits fully valid and meet all requirements throughout the term of the Purchase Order.
- 4.5. The Supplier shall aim to reduce its carbon footprint and produce the Goods with the possibly minimal negative impact on natural environment.
- 4.6. The Supplier accepts, and undertakes to comply with, Interpump Group policies and requirements: the Code of Ethics, Anti-Corruption Guidelines, Human Rights Guidelines, Environmental, Health and Safety (EHS) Guidelines, available at the following link: [Documentation – White \(whitedriveproducts.com\)](http://Documentation-White(whitedriveproducts.com)).
- 4.7. The Supplier warrants that Goods will be properly packed for the shipment, in such a manner that protect the Goods from any damage. In case WHITE presents to the Supplier specific requirements regarding packaging, the Supplier will be obliged to comply with such requirements.
- 4.8. The Supplier is obliged to comply with any and all specific requirements regarding logistics or quality presented by WHITE. In particular the Supplier is obliged to comply with Supplier Quality Manual.
- 4.9. In the event that WHITE transfers any tooling to the Supplier, the tooling will remain the sole property of WHITE and the Supplier will use the tooling in good faith, solely for the purpose of carrying out production for WHITE and will be responsible for loss or damage (including accidental loss or damage), subject to ordinary wear and tear. The Supplier's specific obligations regarding the handling of the Tools will be governed by the separate Tooling Agreement.
- 4.10. The Supplier acknowledges that time is of the essence for WHITE and so complete and on-time deliveries are crucial for manufacturing process conducted by WHITE. The Supplier will act with utmost diligence to avoid any delay or incompleteness in deliveries. In case of any potential delivery interference, the Supplier will promptly notify this fact do WHITE, which will not exempt the Supplier from his liability. In case of delay the Supplier will use its best efforts to deliver the delayed Goods to WHITE as soon as possible. In particular the Supplier shall organize at the Supplier's expense the fastest possible transport of any delayed Goods.
- 4.11. Notwithstanding the provisions of sec. 4.10 above, in the event of a delay in the performance of obligations arising under the provisions of the Purchase Order, the Supplier shall be charged with a contractual penalty equal to 10% gross of the whole remuneration for complete Purchase Order for

each commenced week of delay without prejudice to WHITE' right to seek compensation exceeding the amount of the contractual penalty under general principles.

- 4.12. The Supplier shall allow WHITE or WHITE's appointed representative to inspect, at any time – with at least one week's prior written notice, sites involved in the production of the Goods, or components for the Goods, whether they are the Supplier's own sites or its subcontractors. During such inspection the Supplier shall provide full cooperation to WHITE. Each Party participating in the inspection shall bear the costs of participation of its representatives on its own. The Supplier will follow continuous improvement rule which means in particular that the Supplier will propose any solutions resulting in reduction of costs for WHITE.

5. Warranty; Response Time

- 5.1. The Supplier gives WHITE warranty for the Goods delivered.
- 5.2. The warranty period for the Goods shall be 24 months and shall run from the date of the actual delivery of the Goods in question unless the Purchase Order provides otherwise.
- 5.3. The Supplier undertakes to respond promptly to a report of a defect. The response time shall be no more than 24 hours from the time the defect was reported provided that the report was made to the Supplier on a business day. Response shall be deemed to mean confirming the receipt of the report, conducting an analysis of the report and taking the necessary steps to rectify a defect, e.g. by ordering parts required for a repair.

6. Fulfilment of the Purchase Order

- 6.1. The Goods shall be delivered at a date, time and at a place specified by WHITE in the Purchase Order. WHITE is not obliged to accept any early delivery, incomplete deliveries or excess deliveries.
- 6.2. Terms of delivery will be specified by WHITE by indicating applicable Incoterms 2020 rule in the Purchase Order
- 6.3. Any modifications of the terms of cooperation set out in the Purchase Order shall require the prior consent of WHITE in writing or in document form.
- 6.4. In the case of delivery of the Goods, the ownership of the Goods and the risk of accidental loss thereof or damage thereto shall pass to WHITE on the day of the completion of delivery.

7. Remuneration

- 7.1. WHITE undertakes to pay the Supplier remuneration for the Goods delivered by bank transfer to the bank account specified in the invoice issued.
- 7.2. Unless the Purchase Order or binding provisions of law provides otherwise, the remuneration shall be paid by bank transfer within 90 days of the date of delivery of a correctly issued invoice to WHITE.

8. Subcontracting; Assignment; No Authorization

- 8.1. The Supplier shall not subcontract or assign all or any part of its rights and obligations under the Purchase Order to another entity without the prior consent of WHITE in writing or in document form, otherwise being null and void.
- 8.2. If WHITE' consent, in writing or in document form, to subcontract all or a part of the Purchase Order is obtained, the Supplier shall oblige such a subcontractor to comply with all the provisions

of the Purchase Order and shall be fully liable for any acts or omissions of its subcontractors and their employees as if they were its own acts or omissions.

- 8.3. The Supplier shall not be authorized to make any declarations of will on behalf of WHITE or incur any obligations on behalf of WHITE.
- 8.4. The Supplier shall not be entitled to the reimbursement of any expenses incurred in connection with the Purchase Order if they have not been pre-approved by WHITE in writing or in document form as to the kind and amount thereof.

9. Liability

- 9.1. The Supplier shall be fully liable to WHITE for the fulfilment of the Purchase Order.
- 9.2. The Supplier shall be liable for the acts or omissions of the personnel it is going to use when fulfilling the Purchase Order as if they were its own acts or omissions.
- 9.3. The Supplier shall be obliged to hold appropriate public liability insurance with the sum insured and scope of coverage covering all risks that may occur in the course of fulfilment of the Purchase Order with the proviso that the sum insured shall not be lower than: (a) EUR 4 million, or (b) will be equal to the total value of the Purchase Order, whichever amount is higher. For smaller volumes, WHITE may require a lower insurance value, which will be indicated clearly on the Purchase Order. The Supplier shall also maintain adequate property insurance for all production facilities, and all means of production, including machinery, used in the production of the Goods for WHITE. The sum insured shall not be less than the full replacement value of the production facilities and means of production, and the insurance must also cover costs associated with the immediate resumption of production.
- 9.4. The total liability of WHITE to the Supplier arising under the Purchase Order shall be limited to the amount equal to the total remuneration payable to the Supplier under the Purchase Order except when the gross negligence or wilful misconduct of the Supplier occurred.

10. Confidentiality

- 10.1. The Supplier undertakes to maintain confidentiality of the Confidential Information.
- 10.2. “Confidential Information” shall be deemed to mean any information made available by WHITE to the Supplier in connection with the execution and fulfilment of the Purchase Order. In particular, the Confidential Information shall be understood to mean any information concerning WHITE, including technical, technological and organisational information of the enterprise; information on business operations; development strategy; planned actions; court, mediation and arbitration proceedings; proceedings conducted before public administration bodies; know-how; intellectual property; information concerning the employees, collaborators and customers; any documents, template documents or other information of economic value as well as personal data. The above information shall be deemed to be Confidential Information irrespective of whether it has been provided to the Supplier intentionally or accidentally, in oral, written, electronic or any other form, and irrespective of whether or not its confidentiality has been expressly stipulated.
- 10.3. The provisions of this section shall not apply to the information that:
 - a) has been made public by WHITE or a third party legally;
 - b) has been provided to the Supplier by a third party legally and without violating any confidentiality obligations towards WHITE;

with the proviso that if one of the aforementioned exceptions applies to only a part of the Confidential Information, this section shall still apply to the remaining part thereof.

- 10.4. Notwithstanding the foregoing, the Supplier shall have the right to provide the Confidential Information to entities related to it or to entities to which the Supplier, upon prior consent of WHITE given in writing or in document form, will delegate the performance of certain activities on its behalf for WHITE if this is necessary for the execution or fulfilment of the Purchase Order, provided that those entities are obliged in writing to keep the Confidential Information secret and to refrain from the Unlawful Use thereof according to the rules set out in this section.
- 10.5. Notwithstanding the foregoing, the Supplier shall have the right to provide the Confidential Information to relevant public authorities to the extent such disclosure is required under the applicable laws based on an enforceable ruling. Should such necessity occur, the Supplier shall promptly notify WHITE of that fact provided that this is permitted by law.
- 10.6. The Supplier undertakes:
 - a) not to disclose or provide the Confidential Information to any third party;
 - b) to take any necessary precautions to prevent a disclosure of the Confidential Information;
 - c) to use the Confidential Information solely for the purpose of executing or fulfilling the Purchase Order, and in particular the Supplier shall not use the Confidential Information for its own purposes or in the interest of any third party; the use of the Confidential Information in a manner contrary to this subsection shall be deemed the “Unlawful Use” of the Confidential Information;
 - d) to provide the Confidential Information solely to the employees or collaborators who need the Confidential Information to fulfil the Purchase Order;
 - e) to oblige the employees and collaborators who have access to the Confidential Information to maintain confidentiality of the Confidential Information and refrain from the Unlawful Use thereof according to the rules set out in this section;
 - f) to take utmost care to secure the Confidential Information from any unauthorised access by any third party, and in particular to secure it properly in its IT systems.
- 10.7. The Supplier shall not copy any documents or files containing the Confidential Information, print out such documents or files, or record the Confidential Information in any form without WHITE' prior written consent.
- 10.8. The provisions of this section shall not exclude or limit in any way the laws on elimination of unfair competition, and in particular the provisions of the Elimination of Unfair Competition Act of 16 April 1993.

11. Information on Cooperation; Trademarks

- 11.1. The Supplier shall not, without the prior consent of WHITE given in writing or in document form, advertise or publicly announce in any way that it cooperates with WHITE.
- 11.2. Any use by the Supplier of the name, logo, trademarks or any other designations which WHITE uses in its business dealings is only possible with the prior consent of WHITE given in writing or in document form.

12. GDPR

- 12.1. The Supplier is not expected to act as a data processor of the personal data in respect of which WHITE is a data controller. Should such processing be planned, the Parties shall enter into a relevant data processing agreement (DPA). WHITE does not consent to any processing of personal data with respect to which it is a data controller prior to the conclusion of a DPA.
- 12.2. The Parties declare that:
 - a) The Supplier undertakes to provide WHITE' Privacy Notice available attached hereto to its representatives, attorneys, employees and/or other persons whose personal data are specified

- in the Purchase Order or to whose data WHITE will gain access in connection with the fulfilment of the Purchase Order.
- b) The Supplier undertakes to provide WHITE' Privacy Notice to the persons referred to in paragraph (a) above within 7 days of the Supplier's receipt of WHITE' Privacy Notice. WHITE' Privacy Notice may be provided by the Supplier to the persons referred to in paragraph (a) above in writing or electronically. If the content of WHITE' Privacy Notice changes, the Supplier shall provide WHITE' amended Privacy Notice to the relevant persons within 7 days of receipt of WHITE' amended Privacy Notice.
 - c) If the persons referred to in paragraph (a) above are replaced, the Supplier undertakes to provide WHITE' Privacy Notice to the relevant persons within 7 days of the replacement.

13. VAT White List; Split Payment Mechanism

- 13.1. In the event that the bank account designated for receiving payment by the Supplier registered in Poland as an active VAT payer is not on the list of entities registered as VAT payers (on the so-called white list of VAT payers), WHITE shall be entitled to withhold payment for the Goods delivered until that bank account is disclosed on the white list of VAT payers.
- 13.2. If, in accordance with Polish law, the Parties to the transaction are obliged to use the split payment mechanism (within the meaning of the Polish Goods and Services Tax Act) for the purchase of the Goods delivered as specified in the Purchase Order, the Supplier undertakes to write the phrase "split payment mechanism" on the invoice. If the transaction in question is subject to the split payment mechanism and the Supplier fails to indicate this on the invoice, the Supplier shall be obliged to cover any damage incurred by WHITE due to the fact the payment has been made without applying the said mechanism (including in particular covering the costs of negative tax consequences borne by WHITE on that account).

14. Intellectual Property

- 14.1. No intellectual property rights are expected to arise in connection with the performance of the obligations specified herein and in the Purchase Order.
- 14.2. If such intellectual property rights were to arise, the Parties shall conclude a separate agreement regulating specific provisions in this regard and the following provision shall apply: The Supplier is obliged to transfer intellectual property rights to WHITE or to grant WHITE an appropriate license for such rights.
- 14.3. The Supplier is obliged to respect all intellectual property rights of third parties.
- 14.4. In the event of a breach of the obligation set out in section 14.4, the Supplier shall indemnify WHITE and reimburse WHITE for all reasonable defense costs, in case any third party make any claim against WHITE in connection with such breach.

15. Force Majeure.

- 15.1. Neither Party shall be liable for non-performance or improper performance of its obligations to the extent that such non-performance or improper performance was caused by an event of Force Majeure.
- 15.2. Force Majeure shall be understood as an external event of an extraordinary nature, independent of the Parties, which could not be foreseen at the time of executing the Purchase Order, and which could not be effectively prevented or counteracted. Circumstances existing on the date of executing the Purchase Order shall not be considered Force Majeure.

15.3. The Party affected by Force Majeure shall immediately notify the other Party of its occurrence and take all reasonable steps available to mitigate the impact of Force Majeure on the performance of its obligations under the Purchase Order and these GTC.

16. Final Provisions

16.1. The Purchase Order and these GTC and any disputes or claims arising out of or in connection with it shall be governed by the laws of Poland and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The Parties agree that:

- Warsaw will be the place of arbitration, and
- English will be the language of the arbitration.

16.2. The application of the United Nations Convention on Contracts for the International Sale of Goods made in Vienna on 11 April 1980 shall be excluded.

16.3. Any amendment to the Purchase Order, unilateral termination thereof, withdrawal therefrom, or termination thereof by mutual consent of the Parties shall be in writing or in document form, otherwise being null and void.

16.4. In the event of any discrepancy between the provisions of these GTC and the Purchase Order itself, the Purchase Order shall prevail.



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