

## GENERAL DELIVERY TERMS

### § 1. Introduction

#### 1.1 Purpose and scope of application

The present General Delivery Terms contain general rules between the **supplier** and **Mobi Sp. z o.o.**, which are intended to ensure a smooth material flow.

The supplier must comply with the General Delivery Terms and observe any national and international regulations. If a document or other written agreement associated with the product specifies the subject of packaging, labelling and marking, this shall have a higher priority than the present General Delivery Terms. In the event of non-compliance with these General Delivery Terms, the supplier may be requested to take corrective action. In addition, the supplier may be held liable for any additional costs incurred in connection with repackaging, handling goods or waste disposal, as well as for quality losses due to inadequate or soiled packaging.

### § 2. Quality

Unless in the mutually accepted documentation agreed otherwise, the supplier is responsible for providing 100% of the material in accordance with the provided specification and free of any defects.

The supplier is obliged to implement and maintain control processes for the process and the product in order to meet the required quality level. In the case of quality defects, the supplier is obliged to collect the defective raw material, indicate cause of the problem and set out corrective actions to avoid the problem in the future. A supplementary delivery is possible only on the basis of a new order. The supplier is responsible for covering the costs caused by the raw material quality issues, such as: additional transport, downtime of the production line, selection, administrative costs, returns from the market, hidden defects, etc

### § 3. Shipping papers and documents

If no clear identification can be carried out due to missing information on the shipping documents, Mobi Sp. z o.o. reserves the right to refuse acceptance and to charge a lump sum for administrative expenses.

### § 4. Material protection and packaging

#### 4.1 Material protection

Material or product packaging must be homogeneous. This means that different articles may not be combined in a single package. All materials must always be packed in such a way that they are suited for the respective type of transport and further carriage, and protected against:

- a) Corrosion (according to paragraph 4.2)
- b) Moisture
- c) Soiling
- d) Damage, in particular to functional or sealing surfaces
- e) Static charge (if applicable)
- f) Bending or breaking
- g) No tensioning straps or sets for sensitive parts or surfaces

The smallest possible packaging with the highest possible filling level must be selected. Light, difficult to stack or easily slipping articles must be secured against shifting.

#### 4.2 Corrosion protection packaging

All machined, polished or otherwise corrosion-sensitive surfaces must be adequately protected against corrosion. Raw and machined cast and forged parts in particular are extremely susceptible to corrosion and require special protection (e.g. VCI film). The goods to be protected can be wrapped tightly in VCI paper or VCI film. Metal surfaces must be free of dirt. The material has to fit completely and tightly to prevent gradual gas leakage due to air exchange.

### § 5. Law in Force, Place of Completing Obligations, Court's Territorial Competence

1. The jurally relations with the supplier shall be regulated exclusively by the Polish law. Wrocław shall be the place of completing all the obligations resulting from the regulations in question.
2. For any and all disputes that may possibly arise, directly or indirectly, from these regulations, the territorial competence shall belong to the Polish court whose jurisdiction encompasses Mobi sp. z o.o. seat.

### § 6. Miscellaneous

#### 6.1 Product Responsibility

The supplier is responsible for the delivered product, also in terms of damage to life, health and property, to the extent specified by the applicable law.

### **6.2 Exceptions**

Deliveries deviating from these General Delivery Terms must be approved in advance by Mobi Sp. z o.o. and indicated in writing on the delivery note and the package(s).

### **6.3 Ownership of the goods**

The right to ownership of the goods passes to Mobi Sp. z o.o. upon their receipt by Mobi Sp. z o.o.

### **6.4 Limitations of liability**

The supplier is obliged to provide adequate packaging protection and the correct packaging type, even if the risks were agreed otherwise according to the international trade clauses (Incoterms). Mobi Sp. z o. reserves the right to take recourse to the supplier in the event of damage or loss, insofar as these are caused by the absence of packaging or by defective packaging, as the correct packaging is an accessory obligation of the seller under the sales contract. Packaging is considered defective if it does not meet the quality requirements defined in the present Delivery Terms or specifically agreed otherwise. Mobi Sp. z o.o. considers defective packaging as a quality defect in the product.

### **6.5 Cognizance und consent by the supplier**

These General Delivery Terms are part of every Mobi Sp. z o.o. order. The latest available version of the General Delivery Terms of Mobi Sp. z o.o. at the time the order is created shall apply. The applicability of other delivery regulations is excluded, unless otherwise agreed in writing. Any deviations from the General Delivery Terms must be approved in advance by Mobi Sp. z o.o. and specifically indicated in writing on the delivery note and the packages. The supplier is liable for losses resulting from non-compliance with these guidelines. Likewise, any additional costs arising from deviations from the present Delivery Terms shall be borne by the supplier.

## **§ 7. Confidentiality provision**

During and after the cooperation, the supplier undertakes not to share, disclose or use, without the written consent of Mobi Sp. z o.o., technical, technological, trading, organizational or financial information about cooperation with Mobi Sp. z o.o. or entities cooperating with, which the supplier will collect during cooperation or based on it.