

# General Purchasing Terms and Conditions

TÜV Rheinland Polska Sp. z o.o.

**General Purchasing Terms and Conditions of  
TÜV Rheinland Polska Sp. z o.o.  
Hereafter referred to as „TRP”**

**1. General / Scope of Validity**

**1.1** The following terms and conditions apply exclusively to all purchases, products, and services - hereafter referred to collectively as “services” - commissioned by TRP and are integral part of each agreement to be concluded by the Parties.

**1.2** TRP does not recognize any terms and conditions of the Company being commissioned to perform the services by TRP (hereafter referred to as “the Company”), and shall not form part of a contract even if not expressly excluded by the Parties and even if TRP will unconditionally accept services.

**1.3** TRP may agree in writing under invalidity hereof that the Company’s terms and conditions contrary to these Purchasing Terms and Conditions shall apply to cooperation between the Parties.

**2. Scope of services**

**2.1** The scope of the services to be performed by the Company is determined in accordance with the individual written agreement in question or TRP order form submitted on a basis of the Company’s quotation letter.

**2.2** The Company is responsible for the supervision, monitoring and inspection of the performance of services, as well as for organisational integration into TR’s operating process.

**2.3** The Company confirms that it has received detailed information on the nature and scope of the service agreed to in the agreement and therefore it is not possible for any additional receivables to be claimed which are not agreed in the agreement.

**3. Delivery of goods, packaging and transportation**

**3.1** The delivery will take place DDP (in accordance with Incoterms 2000) to the address stated in TR’s order. If no address is stated in the order, the delivery will be made to the following address:

TÜV Rheinland Polska Sp. z o.o.  
Zabrze 41-800  
ul. Wolności 347, Poland.

**3.2** The goods are to be properly packed and identified and must reach their destination by the most suitable means of transportation possible in a defect-free state.

**3.3** The Company will be liable for damages that are caused as a result of insufficient packaging or inappropriate transportation.

**3.4** TRP will be entitled to return or send back the packaging material to the Company.

**3.5** The returning of the packaging material will take place at the expense and risk of the Company.

**4. Service period and delay**

**4.1** Services by the Company take place at the agreed time

or within the agreed time frame.

**4.2** If the Company does not adhere to the deadlines, TRP will be entitled to request a contractual penalty of 0.25% of the order total for the order in question for each day of the delay. This contractual penalty is limited to 5% of the order total of the order in question for each breach of contract on the part of the company in connection with the stipulations in clause 4.1. The contractual penalty will be due immediately without any reminder being necessary and without any effect on any of TRP’s other legal rights, including the right to require the performance of a contract or compensation from the Company exceeding the amount of contractual penalty. The contractual penalty will be offset against any claims to compensation from TRP.

**4.3** As soon as the Company knows that the deadline for the service cannot be met at all or will be delayed or that the service will not be performed in accordance with the order, it must inform TRP of this immediately in writing, stating the reasons for this. Without any impairment of TRP’s rights as a result of this breach of contract, the contractual Parties will decide together whether and how the situation that has occurred can be resolved to the satisfaction of TRP.

**4.4** Agreed service times or service periods are binding for the Company.

**4.5** Irrespective of this, the Parties immediately shall agree in writing the precise actual service date. If the performance of the given services will lose any meaning for TRP or the Parties will fail to agree the precise actual service date, the services shall be deemed as non-performed for reason for which the Company is responsible.

**4.6** TRP will be entitled to postpone the announced service date within a period up to 48 hours, without this postponement being grounds for any additional payment obligation on the part of TRP.

**4.7** If, regardless of the reasons, TRP asks for the time of performance of the service to be postponed, the Company must store the goods to be delivered properly packaged, and store them, insure them, and identify clearly that they are intended for TRP, at no cost to TRP.

**4.8** Company is obliged to state the name of the requester at TRP and the TRP order number on a label that must be attached to the exterior of the packaging. In addition the Company will be obliged to state the following information (if known) on a label that must be attached to the exterior of the packaging.

- Brief description of the product
- Number of items per box or package
- Barcode of the number of items per box or package (EAN128)
- Serial number of the product - Barcode of the serial number (EAN128)
- Weight of the box or package
- Country of origin
- Delivery or production date
- Name and address of the supplier

- All information required under national or international law

## **5. Inspection for defects in delivered services**

**5.1** TRP will inspect the services after delivery for obvious or easily discernible defects.

**5.2** If TRP determines that there is a defect, TRP will notify the Company of this within ten (10) business days

(a) of delivery, if a defect of this kind is obvious or easily discernible at the time of delivery

(b) after it is discovered, if the error or defect is only discovered later, e.g. when unpacking, when installing, or at the time when the product is used for the first time.

**5.3** The risk for the defective products will be transferred to the Company when it receives the notification regarding defects in accordance to point 5.2.

**5.4** Upon the first request by TRP, the Company must grant TRP access to the premises where the goods are being produced or stored. It will be obliged to provide TRP with support as necessary during this inspection and to provide the necessary documentation and information at its own expense.

## **6. Transfer of ownership**

Ownership and risk with regard to the delivered goods will be transferred to TRP when the delivery is performed in accordance with clause 3.1.

## **7. Amendment procedure**

**7.1** If TRP would like to make an amendment to the ordered services ("Amendment"), it must send a written amendment order ("Amendment Order") to the Company. The Company will then submit a calculation of the price deviations caused by the amendment together with any suggestions for modification of the amendment order. TRP may decide at its own discretion whether the suggested amendments should be made. The amendment will be performed after written notification from TRP. If this is not provided, the Company will continue to perform the services as originally agreed.

**7.2** The Company may not make any amendments to the services without a prior written approval from TRP.

## **8. Retention of title to materials provided by TRP**

**8.1** All materials, parts, containers and special packaging (further referred to as items) provided by TRP will remain the property of TRP. If needed, processing or alteration by the Company will be performed on behalf of TRP. If items to retention of title by TRP are processed with other items not belonging to TRP, TRP will acquire joint ownership of the new items in line with the ratio of the value of its item to the other processed items at the time of the processing.

**8.2** If items to retention of title by TRP are indivisibly mixed or joint with other items not belonging to TRP, TRP will acquire joint ownership of the new items in line with the

ratio of the value of its item to the other processed items at the time of the mixing or joint. If the mixture or joint takes place in such a manner that the TRP's items is to be viewed as the main items, it is agreed that the other items are components of the new item, which totally belongs to TRP. If the Company's items is to be viewed as the main item, it is agreed that the Company will transfer its ownership of a new item to TRP.

## **9. Cooperation**

**9.1** The companies will cooperate in a trusting manner and will inform each other immediately of deviations from the agreed procedure or if there are doubts relating to whether the manner of proceeding is correct.

**9.2** If the company realises that information required to perform a contract are incomplete, it must inform TRP of this and the consequences discernible to it immediately.

**9.3** The contractual partners will each name a contact person for each other who will be responsible for the performance of the contractual relationship.

**9.4** The parties must inform each other immediately in writing of any change in the person names. Until a notification of this kind is received, the contact named previously and/or the contact's representative will be responsible for performance of the contractual relationship between the parties.

**9.5** The contractual partners will agree at regular intervals on progress and hindrances in the performance of the agreement, in order to maintain proper performance of a contract.

**9.6** TRP and the company agree that the use of brands, company symbols or other symbols relating to the respective other contractual party is not permitted.

## **10. Payment and invoicing**

**10.1** The payment for services shall be each time agreed in a contract.

**10.2** The payment in accordance with clause 10.1 will include all additional costs, expenses and outlay by the Company, unless any other arrangement is expressly made in a contract.

**10.3** If reimbursement for travel and additional costs is agreed in a contract, reimbursement will only be made in exchange for submission of the detailed individual accounts.

**10.4** Invoicing must take place within 90 days of completed service.

**10.5** The service performed is to be documented by attaching proof of performance.

**10.6** Unless there are written agreements stating differently in place, the payment will be made within sixty (60) calendar days of receipt of the invoice created in accordance with clause 10.9 by TRP.

**10.7** The payment will be made by bank transfer or by other means agreed by the Parties.

**10.8** If the payment by TRP is made within 14 calendar days

of receipt of the invoice by TRP, the payment will be made with a discount of 2%.

**10.9** The invoice must meet the legal requirements of the VAT Act and regulations issued on the basis of the foregoing Act, as well as stating the order number and the requester at TRP.

**10.10** TRP will have a right to offsetting and retention in line with the legal level.

### **11. Warranties and additional remedies**

**11.1** The Company guarantees that delivered goods will meet the contractual agreements and specifications, as well as complying with any purpose stated by TRP.

**11.2** Hereby the Company grant TRP the guarantee of quality. This guarantee will remain in place for the 2 years starting from service performance or product delivery.

**11.3** The Company guarantees that the services meet all legal requirements and regulations in Poland, as well as meeting the safety, quality and environmental requirements that are the standard in the industry at the time the delivery is made.

**11.4** The Company guarantees that services will be performed on time, competently and professionally in accordance with the agreement and will satisfy the strictest standards of the industry in question that are valid at the time of the service.

**11.5** TRP will be entitled to full legal claims against the Company in case of defects in the services performed by the Company and the legal periods of limitation will apply.

**11.6** TRP will be entitled to request from the Company a directly enforceable, unconditional and irrevocable guarantee from a bank approved by TRP at the expense of the Company totalling 5% of the order value, in order to guarantee adherence to the Company's guarantee obligations.

**11.7** The Company guarantees that upon TRP's request it will support TRP with regard to all of TRP's requirements in connection with the internal auditing of TRP and in order to adhere to national or international laws without limitation and at no additional cost to TRP.

**11.8** If the Company delivers TRP goods for which replacement parts and/or consumable items could be needed, the Company guarantees that it is in a position to supply replacement parts and consumable items for these goods for a period of at least 5 years starting from a contract performance.

### **12. Intellectual property rights and copyrights**

**12.1** All service results in connection with the Company's activity within a contract, in particular also further developments and improvements of the processes and methods developed by TRP will be the exclusive property of TRP.

**12.2** The Company is obliged to transfer to TRP economic copyrights and derivate copyrights to all service results which may be a work as defined in the Copyright and

Neighbouring Rights Act dated 4 February 1994 in all fields of use stipulated in article 50 of the foregoing Act. Transfer of economic copyrights to TRP shall become effective, without any additional declarations of will, with the moment of delivery to TRP the service results.

**12.3** Compensation for transferring to TRP economic copyrights to service results in all fields of use and derivate copyrights is included in payment agreed for services upon a contract. The Company is not entitled to claim additional compensation for transferring foregoing rights.

**12.4** The company guarantees that goods that it delivers are its own original developments or have been legally acquired and that its services do not breach any rights whatsoever or any other third party rights.

**12.5** The Company will indemnify and hold TRP harmless against any third party claims for breach of intellectual property rights, including trademark, patent, and copyrights, and will also compensate TRP for any damages that it incurs in the form of damages or expenses (e.g. the costs of legal proceedings).

**12.6** If a claim is made in accordance with clause 12.5 or TRP is justified in assuming that a claim will be made in the future, the Company must ensure at its own expense either the TRP obtains the rights to continue to use and exploit the services performed or replace or modify the services in such a way that there is no longer a breach in place, although the service replaced or modified in this way must be approved by TRP.

### **13. Performance of services**

**13.1** For services performed by the Company on site on TRP's premises or (virtually) from another location via the TRP IT network for TRP or its customers, the following additional terms and conditions will apply:

**13.2** During the performance of these services, the employees, contractors, or advisors ("Staff") of the Company must meet the requirements and regulations of TRP, and if there are no requirements of this kind in place, must meet the general requirements for professional competence and expertise in the sector in question. If the Staff is insufficiently qualified for the performance of the services, TRP will have the right to require the removal of this Staff. Consequently, the Company will be obliged to ensure that replacements are found immediately.

**13.3** The Company must provide all materials and equipment, including tools, as are required for performance of the agreement.

**13.4** TRP will be entitled to perform an inspection of the materials and equipment used by the Company for the performance of the agreement and to determine the identity of the entire Staff employed by the company in the fulfilment of the agreement. The company guarantees that the entire Staff is in a position to identify itself at any time with identification papers.

**13.5** If, when inspecting the materials and equipment used by the Company for the performance of a contract,

TRP justifiably rejects these either in part or in full, the Company will be obliged to replace the rejected materials and equipment immediately.

**13.6** If services are performed on TRP's premises or on the premises of TRP's customers, the Company must familiarize itself in advance with the situation on site where services are to be performed if this may have an influence on the performance of the contractual obligations. The Company will be responsible for any costs that are incurred as a result of the situation in the performance of the agreement as long as the Company should have recognised the situation during the aforementioned inspection.

**13.7** TRP will be entitled to equip the Staff of the Company with the necessary identification required for access for the time it will spend on TRP's premises or its customer's premises in accordance with the relevant internal regulations that are valid.

**13.8** The Company must ensure that its presence and the presence of its Staff on TRP's premises or its customer's premises impedes the uninterrupted working processes of TRP and of third parties to the smallest extent possible.

**13.9** The Company and its Staff must familiarize themselves with the content of the regulations and policies for TRP's premises or those of its customer. This will also include among other things the regulations and policies on IT security, general conduct, general safety, health, and the environment. The Company will ensure that its Staff adhere to the regulations and policies listed under clause 13.9.

**13.10** The Company will ensure that TRP may have the Staff of the Company and of Subcontractors working on behalf of the Company (with the approval of TRP) sign individual adherence declarations.

**13.11** The Company will be solely responsible for the compensation of its Staff, as well as for the payment of taxes, social security contributions and VAT connected with the employment to the responsible authorities. The Company will indemnify TRP at all times with regard to receivables of this kind on the part of third parties as a result of unpaid or insufficient payment of wages, taxes, or other contributions by the Company.

**13.12** Insofar as is necessary, the Company will ensure that its Staff have valid work and residence permits, as well as all other necessary permits or licenses when they are working on the premises of TRP or its customers.

#### **14. Storage and return of documentation**

**14.1** The company will be obliged to store all business and operational documentation with which it is provided properly and in particular to ensure that such documentation cannot be viewed by third parties. Throughout the term of the contractual relationship, the documentation made available must be returned to TRP upon request, after the end of the contractual relationship, it must be returned to TRP immediately and without a request from TRP.

**14.2** The Company will not be entitled to exercise a right of retention with regard to documentation as defined in clause 14.1.

#### **15. Acceptance of services**

**15.1** Whether TRP performs an acceptance depends on the type of service to be performed.

**15.2** TRP must inspect the service delivered by the Company with the participation of the Company (performance of tests and demonstrations, etc.).

**15.3** The fulfilment of the service features must be proved in accordance with determined acceptance criteria (acceptance test).

**15.4** A signed record is to be created upon acceptance, which will confirm the compliance of the agreed service. A list of the defects determined during the acceptance will be attached. Any defects that appears during acceptance will be corrected in accordance with a schedule to be drawn up together by both Parties.

**15.5** TRP will accept the services under a contract for services immediately after the transfer and/or successful acceptance test. Depending on TRP's sole discretion, TRP may give acceptance if services have defects that do not limit proper use or limit proper use in an insignificant way only. The obligation of the Company to correct defects will not be affected by this. TRP shall not accept services before the final correction of defects in case of defects that are significant.

**15.6** If the Company does not manage to properly perform a contract by the final deadline or if necessary within an appropriate grace period indicated by TRP, TRP may withdraw from the agreement in full or in part after 60 days of expiry of the deadline or if the grace period has been indicated - of expiry of the grace period. In this case TRP will be entitled to request a contractual penalty of EUR 10.000 TRP shall have a right to claim against the Company compensation exceeding the amount of contractual penalty.

#### **16. Subcontractors**

The awarding of services to subcontracts to third parties (subcontractors) is not permitted unless expressly agreed otherwise in writing under invalidity hereof by the Parties in an individual agreement.

#### **17. Liability**

**17.1** The Company will be liable within the legal regulations. The Company's liability is unlimited.

**17.2** The Company will also be obliged to indemnify and hold TRP harmless against third party claims to compensation for damages upon its first request, if the third party claim is connected with a contract concluded by the Company and TRP.

**17.3** The Company must insure itself appropriately against the liability and the sum insured shall be not less than value of services rendered to TRP. The Company is obliged



to allow TRP to view the insurance policy if necessary. Claims to compensation for damages by TRP are not limited to the sum insured in each case.

## **18. Confidentiality**

**18.1** “Confidential information” in the sense of these General Purchasing Terms and Conditions is all information, documents, images, diagrams, expertise, data, samples, and project documentation surrendered, transferred or otherwise disclosed by TRP to the Company during the term of a contract between TRP and the Company. This also includes copies of this information in paper and electronic form.

**18.2** All confidential information that is transmitted or otherwise made available in accordance with this Agreement by TR to the Company:

- a)** May only be used by the Company for the fulfilment of its contractual obligations to TRP, unless there is an expressly deviating written agreement under invalidity hereof with TRP in existence,
- b)** May not be or passed duplicated, distributed, published on in any other way by the Company,
- c)** Must be treated in a confidential manner by the Company, in the same way that the Company also treats its own confidential information, in any case at least not less carefully than in accordance with the objectively necessary level of care.

**18.3** The Company will only make the information disclosed to it by TRP accessible to the employees who require it for the performance of services as part of the agreed performance of services for TRP. The Company will ensure that these employees enter into an agreement to maintain confidentiality to the same extent as that determined in this confidentiality agreement.

**18.4** The obligation listed in clause 18.2 will not apply to any confidential information if:

- a)** The information was already generally known at the time of publication or became known to the general public without any breach of this agreement, or
- b)** The Company received the information from a third party, who was entitled to pass on the information to the Company, or
- c)** information are disclosed on request of state or self-government authorities or courts according to the law.

**18.5** Confidential information remains the property of TRP.

**18.6** The Company is obliged, at any time upon request by TRP, however, at the latest and without a separate request from TRP after the end of the assignment or individual agreement immediately to (i) return all confidential information, including all copies of this to TRP or at TRP's request (ii) destroy the confidential information, including all copies of it, and confirm this destruction to TRP in writing.

**18.7** This confidentiality obligation will enter into force after the commissioning of the Company by TRP or upon

conclusion of an individual agreement between TRP and the Company.

**18.8** The Company will keep strictly secret the confidential information during a contract performance and from the time when the agreement ends for a indefinite period of time, will not make the confidential information available to any third party and not exploit the confidential information itself.

**18.9** This General Procurement Terms and Conditions will not result in any express or implied assignment or granting of authorisations or rights to patents, registered designs, design patents, draft applications, copyrights, templates or trademarks or their utilisation by TRP to the company.

### **18.10**

**(1)** The company will be obliged to pay a contractual penalty of EUR 10,000.00 for each case of breach of this confidentiality obligation.

**(2)** Each individual violation will be considered a separate breach. In case of ongoing breaches, each week that is begun will be considered an individual breach.

**(3)** The right to make a claim for further compensation for damages which exceed the amount of contractual penalty is reserved.

## **19. Right to termination**

**19.1** Both contractual Parties will have the right to terminate the contractual relationship with 3 month notice. The Company is obliged to perform service which is realized while termination of a contract.

**19.2** TRP may terminate the agreement without notice if the Company becomes insolvent or in case of important breach of contract by the Company.

**19.3** Termination must take place in writing in order to be effective.

## **20. Export control**

The Company guarantees that the services comply with all applicable export control laws and regulations of the United States of America, the United Nations, and the European Union.

## **21. Environment**

**21.1** The Company must meet in full the environmental regulations in accordance with Polish and European law, including, but not limited to EU Directive 2002/95/EC “Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (“RoHS Directive”).

**21.2** The Company will fully support TRP in the environmental management inspections that it performs on a regular basis or in other environmental purchasing standards of which it will be periodically informed by TRP. In particular, the Company will provide TRP with certain environmentally relevant information on the products purchased from it upon request on a quarterly basis required by TRP as part of ISO certifications.

**21.3** The Company will send information relating to

packaging data, disposal of old equipment and RoHS will be sent to TRP in a timely manner in accordance with the legal stipulations.

**21.4** The Company guarantees that all goods that it delivers meet the requirements of the RoHS Directive accordingly.

**21.5** The company must compensate TRP for all damages and expenses (including costs for legal proceedings) and for claims by third parties relating to a breach of the RoHS Directive or other applicable environmental regulations by the Company.

**21.6** In case of environmental accidents caused by the Company or environmental pollution, the Company must inform TRP of this and take appropriate measures for dealing with an accident of this kind or pollution of this kind, and will also do its best to prevent another similar accident or similar pollution.

## **22. Compliance**

**22.1** TRP is a member of the TÜV Rheinland Group which adhere to the principles laid down in UN Global Compact. The company is obliged to comply with and adhere to these principles of the UN Global Compact (for further information, see [www.unalobalcompact.org](http://www.unalobalcompact.org)).

**22.2** The Company states that it agrees with the adherence to and validity of the following basic principles listed in clauses 22.2 to 23.18 within its contractual relationship with TRP.

**22.3** The Company will adhere to all valid laws and regulations in Poland and if the services are not performed for TRP in Poland the valid laws and regulations of the country in which the service recipient has its legal headquarters.

**22.4** In doing so, the company will adhere to the highest known standards, including the applicable specifications for manufacture, pricing, sale, and distribution.

**22.5** The Company guarantees that it will protect the basic rights of children. The Company guarantees that it will not exploit any child labour. All of the Company's employees must either have reached the minimum age in accordance with national law at the place of employment or a minimum age of 16; whichever is greater. Young employees of the company, who are not defined as children (<16 years of age) will be employed by the Company in accordance with the valid laws and guidelines for these persons.

**22.6** The Company guarantees that it will not exploit either forced labour or any other kind of involuntary labour. Employees of the company must in particular have the right to end the employment relationship with notice.

**22.7** The Company guarantees that it treats its employees with dignity and respect and does not use corporal punishment, threats of violence, or other forms of physical, sexual, psychological or verbal force against them.

**22.8** The company guarantees that it does not discriminate against its employees in any way, nor does it tolerate such discrimination. In particular, the Company will

not discriminate between its employees by means of its recruitment practices and personnel management on the basis of nationality and origin, religion, age, social or ethnic background, sexual orientation, gender, political views, or disability. This relates to salaries, bonus payments, promotions, disciplinary measures and the termination of employment relationships.

**22.9** The Company respects the right of employees to enter into associations / organisations and to enter into collective negotiations in a peaceful manner in accordance with the applicable law and communicate with the Company's management openly about working conditions without reprisals.

**22.10** The Company will provide its employees with a safe workplace that complies with all pertinent health and safety laws and regulations. As a minimum, appropriate access to drinking water and sanitary installations, fire safety and sufficient lighting and ventilation must be guaranteed.

**22.11** The Company accepts that wages make an essential contribution to satisfying the basic needs of employees. The Company will adhere to at least all of the wage and working time laws and work guidelines applicable at the place of performance. This includes laws and guidelines on minimum wages, overtime, maximum working hours, piece rates, and other components of compensation.

**22.12** The Company will ensure that its employees receive compensation in addition to their wages for the contractually agreed working hours for their overtime. This compensation will correspond to the national laws of the production country. If there are no legal regulations on this there, the overtime compensation will be at least equal to the level for regular working hours there.

**22.13** The Company will adhere to all applicable environmental laws, regulations, and guidelines. Where possible, environmentally friendly products or fair trade products will be offered and treated as equal to products with conventional pricing.

**22.14** The company will refrain from:

- (a)** Offering or granting money, gifts, trips, or other benefits to employees, brokers, representatives and contractors of TRP or third parties who have a business relationship with TRP,
- (b)** Participating in actions of any kind, which results in the expending of company funds for illegal or immoral purposes, including those of a monetary nature, in order to create advantages for itself;
- (c)** Transferring or using monies from illegal and immoral business transactions or in order to conceal their original source (money laundering) or using money whose origin it is not able to document or whose sources are in doubt.

**22.15** The company will ensure by means of legally compliant measures that its employees and staff members do not cause any damages to TRP by criminal offence.

**22.16** The Company must disclose conflicts of interest of

any kind which may appear between TRP and the Company (as a result of participations or the performance of services for competitors) in a timely manner.

**22.17** The Company will not employ any subcontractors for the manufacture of its products who do not adhere to the basic principles described in clauses 22.3 to 22.16.

**22.18** If the regulations listed in clauses 22.3 to 22.17 are breached by the Company, this will constitute important grounds for termination without notice by TRP in accordance with clause 19.2.

**22.19** TRP will be entitled to have audits performed, including on the Company's premises, in order to ensure that these basic principles are followed. In this process, it is the responsibility of each individual company to guarantee adherence to the principles and rules stated here in clause 22.

**22.20** In connection with these audits relating to these requirements, the Company will allow TRP unlimited access at any time to its business premises and access to all relevant records. TRP will be granted access even without prior notice.

### **23. Force majeure**

If work is interrupted for TRP or its client, in particular as a result of strike, lock-out, system failures, or other cases of force majeure, TRP can withdraw from a contract within 60 days of the force majeure occur.

### **24. Applicable law**

**24.1** The law of Republic of Poland will apply to the exclusion of rules and regulations governing conflicts of law.

**24.2** UN Convention on Contracts for the International Sale of Goods will not apply.

**24.3** Should any dispute arise out of or in connection with this agreement then - in the absence of an amicable solution - the matter shall be finally settled by Polish public court competent with regard to the TRP's registered seat.

### **25. Miscellaneous**

**25.1** Additions and alterations to these Purchasing Terms and Conditions including this stipulation must be made in written form in order to be effective.

**25.2** If any stipulation of these Purchasing Terms and Conditions is fully or partially legally invalid or infeasible or if it later loses its legal validity or feasibility, this will not affect the validity of the other stipulations of the Purchasing Terms and Conditions. In lieu of invalid stipulation or stipulation incapable of implementation, an appropriate stipulation will apply that, to the extent permitted by law, most closely reflects the intended meaning and purpose of the Purchasing Terms and Conditions.

**25.3** If any disagreement arises between provisions of particular contracts concluded between the Parties and provisions of these General Procurement Terms and

Conditions provisions of these particular contracts shall prevail.

**Version 3, February 2022**





**TÜVRheinland<sup>®</sup>**

Precisely Right.

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