

GENERAL TERMS AND CONDITIONS OF PURCHASE

These General Terms and Conditions of Purchase (GTP) apply to all goods and services ordered by Rockfin Sp. z o.o. (Rockfin) and supplied by Suppliers. They constitute an integral part of each order.

Supplier's conditions may apply solely when Rockfin explicitly approved such conditions in writing and as long as they are not in conflict with these GTP.

1 ORDER PERFORMANCE

- 1.1 As soon as an order is received, latest within 10 working days from receipt, the Supplier shall send an order confirmation to Rockfin.
- 1.2. By confirming the order the Supplier shall ensure that the goods and services conformed in the order shall comply with the technical and quality requirements specified in the order by Rockfin.
- 1.3 Order confirmation shall be equivalent to the acceptance of these General Terms and Conditions of Purchase by the Supplier.
- 1.4 The performance of the order shall be based solely on the documentation (e.g. drawings, specifications, procedures, etc.) referred to in the order and amendments to the order, if any.
- 1.5 In case of lack of order confirmation from the Supplier in Rockfin within 10 working days, Rockfin assumes that all conditions contained in the purchase order have been accepted by the Supplier without any remarks or objections.
- 1.6 Rockfin reserves the right to cancel the order immediately subject to a written notification to the Supplier and to claim appropriate damages from the Supplier when the Supplier is not able to meet its obligations agreed in the order or order confirmation.
- 1.7 Rockfin reserves the right to postpone the despatch date till 8 weeks from required delivery date free of charge.

2 PRICES

Prices shall always be fixed prices. Prices shall remain unchanged during the performance of the order.

3 INVOICES

- 3.1 Invoices issued not in compliance with the Polish regulations on value added tax (VAT) shall not be paid until a new correctly issued invoice is delivered.
- 3.2 Invoices without Rockfin order number shall not be paid until the order number is provided.
- 3.3 Invoices shall be delivered together with the goods or services.
- 3.4 Rockfin contact details to which invoices are to be issued:
Rockfin Sp. z o.o.
ul. Pałacowa 9, Małkowo
83-330 Żukowo
- 3.5 Invoices shall include country of origin

4 TECHNICAL AND QUALITY DOCUMENTATION

- 4.1 Any assessment or acceptance of the Supplier's drawings/scheme/documents by Rockfin is solely for the Supplier's convenience and does not release the Supplier from meeting the requirements of the order.
- 4.2 All components and devices to be operated in explosive atmospheres shall be delivered along with the required documentation (declaration of conformity, appropriate certificate and user manual). The documentation shall refer to the applicable directives and standards with maximum validity periods.
- 4.3 All CE marked products shall be provided with Declarations of Conformity with the applicable and valid EU standards / directives.
- 4.4 User manuals for the ordered goods shall be attached to the delivered goods.
- 4.5 All technical and quality documentation submitted electronically shall be sent to: kod@rockfin.com.pl

5 CONFIDENTIALITY

- 5.1 The Supplier shall keep confidential all data, information and documents provided or made available to it by Rockfin in connection with order performance.
- 5.2 All documents, specifications, drawings and other provided or made available materials as may be required to perform the order shall remain the property of Rockfin and may not be used for any other purposes than the performance of the related order and may not be disclosed to any third parties.

6 DELIVERY

- 6.1 The Supplier shall deliver goods or services to Rockfin along with user manuals and quality documents specified in the order or in these GTP.
- 6.2 Should any documents be missing or non-compliant with the requirements of the order, these GTP or applicable regulations, no payment shall be made for the object of the order until correct and complete documents are delivered.
- 6.3 The payment term begins from the date the delivery is complete. The date when the complete goods or services are delivered, free of any defects and with the required complete documentation shall be deemed to be complete delivery.
- 6.4 Part deliveries are permitted solely to written consent of Rockfin.
- 6.5 Each delivery shall be accompanied by an invoice and a detailed shipment specification containing order number, ordered items, description of the items, delivered number and weight.



7 COMPLAINTS

7.1 When goods or services are delivered that are not compliant with the requirements specified in the order, Rockfin shall be entitled to initiate a complaint procedure with the Supplier under which and at its own discretion it shall be entitled to:

- withdraw from the order in whole or in part and place the questioned goods or services at the Supplier's disposal;
- demand the delivery of goods or services free of defects from the Supplier;
- demand a price reduction if the goods or services despite their inferior quality may be used by Rockfin;
- demand reimbursement of all costs related to the complaint process, e.g. repair or other costs.

7.2 The complaint procedure shall be subject to the provisions of the Civil Code relating to the statutory warrant for defects and subject to the following provisions:

- the costs of the complaint procedure (in particular the costs of return of the questioned goods and delivery of goods free of defects) shall be covered fully by the Supplier;
- The Supplier shall be obliged to perform its duties related to the reported complaint within the shortest possible time (maximum 14 days from reporting the complaint).

8 CONTRACTUAL PENALTIES

8.1 Unless the order provided otherwise, when the order is not performed or is performed incorrectly, Rockfin shall be entitled to claim a contractual penalty from the Supplier of 0.5% of the net value of the order for each day of failure to comply with the obligations agreed in the order confirmation.

8.2 When such contractual penalties do not cover the losses incurred by Rockfin, then Rockfin reserves the right to claim additional compensation in compliance with applicable laws.

9 ENVIRONMENT

9.1 Rockfin shall take measures to mitigate the negative impact on the environment caused by suppliers and their subcontractors.

9.2 Rockfin expects its suppliers and subcontractors to operate in compliance with the applicable international standards with respect to environmental protection in order to minimise environment pollution and endeavour to improve the condition of the environment.

9.3 At any time during the performance of the order, Rockfin reserves the right to visit the Supplier to inspect the environmental aspects in connection with deliveries of goods or services.

10 SOCIAL RESPONSIBILITY

Rockfin expects its suppliers and subcontractors to maintain and apply principles and procedures ensuring compliance with the laws and regulations that support the generally acceptable principles of sustainable entrepreneurship, in particular:

- respect for human rights with the fundamental principles set forth in the United Nations Universal Declaration of Human Rights, including refraining from use of any forced labour and respecting ethnical, cultural, religious and political diversity;
- respect for the UN Convention on the Rights of the Child with reference to employment of minors;
- avoidance of conflicts of interest and refraining from corrupt practices in business activity, including bribery and not getting involved in money laundering.

11 RAW MATERIALS FROM AREAS WHERE ARMED CONFLICTS TAKE PLACE

11.1 Rockfin expects its suppliers and subcontractors to identify the source and origin of the minerals that are used in their products in order to verify and confirm that they do not originate from areas where armed conflicts take place and the funds paid for the purchase thereof are not used to finance armed groups from the Democratic Republic of the Congo, neighbouring countries and other similar armed groups. The materials originating from areas where armed conflicts take place include tin, tantalum, tungsten and gold.

11.2 Rockfin expects its suppliers to take the following measures:

- that they implement rules of safe acquisition of minerals and shall impose the same requirements upon all the entities involved in the supply chain;
- that they implement due diligence procedures to comply with the rules;
- that they acquire materials from supplies complying with the social responsibility principles, and
- that they submit the completed "Conflict Minerals Questionnaire" and provide all information on the acquisition of the minerals used in the products delivered to Rockfin.

12 FORCE MAJEURE

The Parties shall not be held liable for failure to perform or incorrect performance of the agreed order if such failure is due to Force Majeure circumstances. The Party affected by Force Majeure shall notify the other Party thereof within 7 days from occurrence of Force Majeure circumstances. The occurrence of Force Majeure shall be officially documented. The delivery time of the order shall be extended by the duration of Force Majeure.



ROCKFIN[®]
TRUSTED BY INDUSTRIES

Rockfin Sp. z o.o.
ul. Pałacowa 9
83-330 Żukowo, Małkowo

58 728 29 00
biuro@rockfin.pl
www.rockfin.pl

13 APPLICABLE LAW

Polish law shall solely apply to all matters covered by these GTP as well as in all instances not provided for in GTP, related to the placement and performance of orders.

14 DISPUTE RESOLUTION VENUE

All disputes relating to orders or performance thereof shall be resolved by a court competent for Rockfin.

15 LANGUAGE VERSIONS

For specific orders these GTP may be made in a foreign language version; however, should a dispute arise, the Polish language version shall prevail.

NIP: 585-020-56-07

KRS: 0000065856

BDO: 000026380

Sąd Rejonowy Gdańsk-Północ w Gdańsku, VIII Wydział Gospodarczy Krajowego Rejestru Sądowego

Kapitał zakładowy: 635 500 PLN