

	GENERAL TERMS OF SALE	Document ID:	FZP 298
		Date of issue:	07.06.2022
		Rev. number:	07 / 18.02.2026

GENERAL TERMS OF SALE

1. Interpretation

- 1.1 These general terms and conditions of sale apply to all contracts for the sale of goods by Major Sp.z o.o. as a supplier.
- 1.2 Meanings of terms used in the contract:
- 1.2.1 Supplier: Major Sp. z o.o VAT: 646-275-95-21. 43-100 Tychy, Śląsk, ul. Sienkiewicza 13 (The office) / Krokusów 14 (Production Plant).
 - 1.2.2 Customer: a natural person, legal person or organizational unit without legal personality, to which the applicable regulations grant legal capacity, which buys the goods from the Supplier
 - 1.2.3 Workday: A day other than Saturday and Sunday or a day recognized as a public holiday in Poland.
 - 1.2.4 Conditions: Conditions set out in this document
 - 1.2.5 Goods: Goods specified in the order
 - 1.2.6 Goods on request: Any Goods manufactured to the specification provided by the Customer.
 - 1.2.7 Agreement: The contract between the Supplier and the Customer for the sale and purchase of Goods in accordance with these Terms.
 - 1.2.8 Order: Customer's order for the Goods.
 - 1.2.9 Specification: any specification of the Goods, including any related plans and drawings as agreed in writing by the Customer and the Supplier or specified on the website or the Supplier's catalog in the case of Standard Goods.
- 1.3 These General Terms and Conditions constitute the complete and exclusive regulation of the parties relating to the sale of goods. The party excludes the application of any other contractual provisions. All other regulations (general conditions, etc.) applied by the Buyer do not apply.
- 1.4 Terms and conditions may only be changed in writing to keep them valid. The conclusion of a separate sales contract excludes the application of these general conditions.

2. Basis of the contract

- 2.1 These Terms and Conditions apply to the Agreement to the exclusion of any other terms.
- 2.2 The basis of the sales contract is the Customer's order in response to the Supplier's offer..
- 2.3 If the Customer makes changes to the offer in the Order, the Supplier must accept these changes. If the Supplier has not accepted these changes to the offer, the Order is invalid.
- 2.4 The Supplier excludes the possibility of implied or tacit (silent) consent of the Supplier to any changes, reservations, conditions, or proposals presented by the Customer. The lack of a written response from the Supplier to statements, proposals, orders, or changes submitted by the Customer does not constitute acceptance on the part of the Supplier.
- 2.5 If the Customer has sent an Order for the Goods that was offered, the Supplier must confirm this order in writing. Acceptance by e-mail correspondence is allowed

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- 2.6 Any statements, promises and guarantees made orally by the Seller's employees in connection with the conclusion of the contract or the submission of the offer are not taken into account.
- 2.7 The offer, the order and any changes thereto are valid only if they have been included in the e-mail or in writing.

3. Delivery

- 3.1 The conditions of transport are specified in the offer in accordance with Incoterms.
- 3.2 The delivery date is determined on the basis of mutual agreements.
- 3.3 In the event of damage to the goods in transit, the liability depends on the transport. When transport is provided by the Supplier, the Supplier is responsible for the Goods. When transport is provided by the Customer, the Customer is responsible for the Goods. In the case of external transport ordered by the Supplier, the third party performing the transport is responsible for the Goods.
- 3.4 The Supplier may deliver the Goods partially, which will be invoiced and paid for separately. Each delivery is a separate contract. Delay in delivery or damage to some of the Goods does not entitle the Customer to resign from another delivery.
- 3.5 The Supplier does not accept the return of the Goods by the Customer to the Supplier, unless the Goods are defective, in which case the Customer may return the Goods only at the Supplier's request. The Supplier does not accept the return of any packaging materials by the Customer to the Supplier and shall not be liable for any costs incurred by the Customer in attempting to do so. The Supplier may accept the Customer's own packaging for packing the Goods, but in this case it shall not be liable for any loss or damage resulting from the use of the Customer's own packaging.
- 3.6 In the event of extraordinary events during transport, the supplier has the right to grant a new delivery date.
- 3.7 The Supplier is not liable for damages incurred by the Customer as a result of delays in the delivery of the Goods.
- 3.8 The delivery of the Goods to the customer may vary +/- 5% from the order quantity. If the quantity of the Goods is within this tolerance, the order is deemed to have been duly completed.
- 3.9 The Customer's maximum call of to an open order is the annual quantity divided by 48 weeks. Deviations from this condition are possible with the Supplier's consent.

4. Goods

- 4.1 The supplier reserves the right to change specifications if required by applicable laws or regulations.
- 4.2 The Client undertakes to indemnify the Supplier from all obligations, to pay for costs or to repair the damage (including any direct, indirect or consequential damages, loss of profits, loss of reputation and all interest, penalties and legal aid costs and any other reasonable costs and expenses) remaining in in connection with any claim against Supplier for actual or suspected infringement of a third party's intellectual property rights arising out of or in connection with Supplier's use of any drawing, design, specification or other information provided by the Customer.

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4.3 The technology of the ordered production goods is the property of the Supplier. The client must not interfere with any technology information.

5. Quality

5.1 The supplier guarantees compliance with the drawings and other specifications provided up to the time of the offer. Any changes to the requirements for the product, which will be communicated after the approval of the offer by the customer, require a resending request for an offer to the Project Management Department at Major Sp. z o.o.

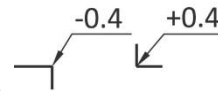
5.2 The Supplier guarantees the compliance of the Goods with the drawings and other specifications, unless they are inconsistent with the law of the European Union.

5.3 If there are dimensions in the Customer's drawing without a specified tolerance range, the supplier will make them in accordance with **ISO 2768 mK**

5.4 If the roughness class is not specified in the customer's drawing, the supplier shall make surfaces with a general roughness of **Ra 3.2**

5.5 In the event that the customer's drawing does not specify the specification of the edge

execution, the supplier will make the edges according to **ISO 13715**



5.6 The supplier shall not deliver products meeting the changed customer requirements until the customer approves the supplier's offer with the communicated changes.

5.7 The supplier guarantees only written descriptions of the quality of the goods, packaging and delivery.

5.8 The supplier does not guarantee that the goods will be fit for any specific purpose. This is the customer's responsibility.

5.9 In the event of non-compliance of the goods, the selection must be approved by the Supplier.

5.10 All costs related to handling complaints and selections must be approved by the Supplier in writing. The customer is not entitled to deduct the requested amounts from other invoices without written confirmation.

5.11 If the Customer notifies the Supplier in writing that some or all of the Goods do not comply with the warranty set out in clause 5.1, the Supplier has the option of inspecting such Goods and the Customer (if requested) returns such Goods to the Supplier, the Supplier at its discretion repair or replace defective Goods or refund the full price of the defective Goods.

5.12 The supplier will not take any action if the customer does not send the defective component for analysis together with the determination of its traceability (delivery number, box number).

5.13 The Supplier shall not take any action if the Goods subject to complaint have not been paid for by the Customer.

5.14 The quality guarantee will expire if:

5.14.1 The customer continues to use such goods.

5.14.2 The Customer has not followed the Supplier's oral or written instructions and these are not inconsistent with the Customer's requirements..

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- 5.14.3 The customer repairs or changes the goods without the written consent of the Supplier.
- 5.14.4 The defect arises from fair wear and tear, willful damage, neglect, or abnormal or inappropriate storage or operating conditions.
- 5.14.5 The goods differ from their description as a result of changes made to ensure their compliance with applicable statutory or regulatory requirements.
- 5.14.6 The goods have been damaged as a result of improper storage of the products by the Buyer (e.g. as a result of damage, aggressive environmental factors, dampness of the products, etc.).
- 5.14.7 The customer has changed the requirements for the product without prior approval of the offer, which takes into account the communicated changes.
- 5.15 These Terms and Conditions apply to any repaired or replaced Goods supplied by the Supplier.
- 5.16 In the event of reporting non-compliance of the goods, the Supplier will analyze the problem. If, as a result of the analysis, it is established that the Supplier is not liable under the warranty, the Supplier has the right to charge the Customer with the costs resulting from the analytical work, including costs of travel, accommodation, selection, expertise and research.
- 5.17 As a result of the Customer's complaint, the Supplier is liable only to the value of the Goods delivered by the Supplier. Any non-conformities in the delivered Goods should be detected at the level of delivery control. The supplier does not bear the costs of scrapping the customer's components.
- 5.18 The customer can download current management system certificates from the website <http://major.pl/certyfikaty>, therefore the supplier is not obliged to provide the customer with current certificates using other tools.
- 5.19 Customer satisfaction assessment
- 5.19.1 The Customer shall notify the Supplier in advance of the criteria and methods for assessing customer satisfaction indicators (e.g., delivery timeliness, PPM).
- 5.19.2 If the Customer fails to communicate its requirements, the Supplier shall not be obliged to treat the assessment results provided by the Customer as binding or reliable due to their non-objective nature.
- 5.19.3 If the Customer does not specify the method of calculating satisfaction indicators, the Supplier reserves the right to use its own methods of monitoring customer satisfaction.
- 5.19.4 In the event of a change in the customer satisfaction assessment methodology, the Customer shall be obliged to communicate the change in requirements to the Supplier, and the Supplier shall have time to analyze these changes and present its position.
- 5.20 PPAP in the event of a downtime in orders
In accordance with VDA 2 or AIAG requirements, after an downtime in orders exceeding 12 months, the customer is required to place an order for a new PPAP/PPA.

6. Intellectual property

- 6.1 The supplier owns intellectual property such as technology, drawings, specifications, cost estimates, first design and ideas.

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7. Price and payment

- 7.1 The price of the Goods is the price specified in the Order and payable in the currency specified in the Order or, if the price is not specified, the price and the currency specified in the Supplier's offer.
- 7.2 The order must comply with the offer presented by the Supplier.
- 7.3 The Supplier may, by notifying the Customer thereof at any time up to 14 Business Days prior to delivery, increase the price of the Goods to reflect the increase in the cost of the Goods that results from::
- 7.3.1 A factor beyond Supplier's control (including fluctuations in exchange rates, increases in taxes and duties, and increases in labor, material, electricity and other manufacturing costs) occurring at least twenty business days prior to delivery, up to a maximum of 5%;
- 7.3.2 Customer submits a request to change the dates of delivery or Delivery, the quantity or type of Goods or Specifications ordered;
- 7.3.3 Delays due to any instructions from the Customer or the Customer's failure to provide the Supplier with relevant or accurate information or instructions, i.e. standard, drawing.
- 7.4 The price of the Goods includes the costs and fees related to the packaging and insurance of the Goods and transport (unless the offer states otherwise).
- 7.5 The Customer shall pay the invoice in full within the period specified in the Order or otherwise agreed between the parties. Payment will be made to the bank account indicated in writing by the Supplier.
- 7.6 If the Customer fails to make the payment due to the Supplier under the Agreement within the due date, the Customer shall pay statutory interest on the outstanding amount for each day from the due date to the actual payment of the outstanding amount.
- 7.7 The supplier has no specific time limit after which he can issue a debit for non-payment of the amount due.
- 7.8 The Client shall pay all amounts due under the Agreement in full, without any deductions, except as provided for by law. The Customer will not be entitled to claim any amounts or set off mutual claims against the Supplier in order to justify withholding payment in whole or in part. The Supplier may at any time, without being limited to any other rights or remedies it may incur, deduct all amounts owed to it by the Customer from the amount paid by the Supplier to the Customer

8. Changes

8.1 Changes at the Supplier's Request.

- 8.1.1 If the Supplier intends to make changes to the production process, place of production, tools, or other changes affecting the form, fit, function, or specification of the Goods, it shall send the Customer a written request for change together with the necessary documentation.
- 8.1.2 The Customer shall be obliged to accept or reject the application in writing within 14 calendar days of its receipt.
- 8.1.3 If the Customer fails to provide a written response within the time limit specified in section 4.4.2, the Supplier shall be entitled to send the Customer a final reminder.

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8.1.4 Failure by the Customer to provide a written response (acceptance or rejection) within 14 calendar days of the date of dispatch of the final reminder by the Supplier shall be deemed to constitute acceptance of the proposed change (tacit consent) and shall authorize the Supplier to implement it.

8.2 Changes at the Customer's request

8.2.1 Obligations in the event of Order Cancellation/Project Termination. In the event of total or partial cancellation of the Order by the Customer or notification of project termination relating to the Goods, the Customer shall be obliged to cover all incurred and documented costs that were allocated to the execution of the canceled Order or terminated project. These costs include in particular (but are not limited to):

8.2.1.1 Work in progress and finished products: All finished products and semi-finished products (Goods to order) that were manufactured for the purpose of fulfilling a canceled Order or as part of a completed project.

8.2.1.2 Raw materials and materials: All raw materials, materials, and components (including packaging) stored by the Supplier that have been purchased or reserved solely for the purpose of fulfilling a given Order or project, unless otherwise agreed.

8.2.1.3 All costs of tools and equipment purchased solely for the purposes of this Order or project.

8.2.2 Options for Fulfilling the Obligation. The obligation referred to in section 8.2.1 shall be fulfilled in one of the following forms:

8.2.2.1 Immediate Purchase: The Customer makes an immediate purchase and pays the full amount due for all the above costs. Payment must be made within 14 Business Days from the date of issue of the invoice by the Supplier.

8.2.2.2 Acceptance Schedule: The Customer, in consultation with the Supplier, shall, within 10 Business Days of the date of cancellation/notification of termination, establish a binding delivery schedule with the aim of exhausting all stored raw materials, semi-finished products, and finished products covered by the obligation. Acceptance of Goods in accordance with this schedule must take place within a maximum period of 6 months from the date of cancellation/termination.

9. Jurisdiction and law

9.1 The competent court to resolve any disputes is the competent common court in Tychy.

9.2 Only the provisions of Polish law apply to the contract.

10. Other provisions

10.1 The titles of the individual sections of these General Conditions have been introduced solely to facilitate the use of the text and have no legal meaning, therefore the text of the General Conditions should be interpreted in accordance with them.

10.2 If individual conditions of these General Terms and Conditions prove to be invalid or unenforceable, this shall not affect the validity and enforceability of the remaining conditions.

10.3 Communication between the Customer and the Supplier is carried out in Polish or English. Any information, letters, notifications in a language other than the above-mentioned language are not taken into account and are not applicable

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EDIT HISTORY

REV. NO	DATE	EDIT DESCRIPTION	WRITTEN BY	APPROVED
01	07.06.2022	First edition	Major P. / Góralaska M.	Major R.
02	25.11.2022	Addition of points 5.3, 5.4, 5.5, which specify how supplier determine the tolerance for dimensions for which it has not been specified by the Buyer - customer	Rzeszutko P.	Góralaska M.
03	12.05.2023	Addition of point 3.9 which specify the maximal call off for open orders	Major P.	Góralaska M.
04	11.12.2024	Adding point 5.17 relating to notifying customers about current quality management system certificates	Góralaska M.	Major R.
05	10.09.2025	Addition of points 5.18 – 5.18.4 specifying the rules for assessing customer satisfaction. Addition of point 5.19 informing about the need to place an order for PPAP/PPA in the event of a downtime in orders of 12 months+.	Góralaska M.	Major R.
06	30.09.2025	Addition of a provision stating that complaints will not be handled if the goods have not been paid for	Góralaska M.	Major R.
07	18.02.2026	Update regarding the change procedure and exclusion of tacit consent on the part of the supplier	Góralaska M.	Major R.