

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**ROHLIG SUUS LOGISTICS S.A.**

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**§ 1 TERMS**

1. Capitalised terms shall have the following meanings:
  - 1) **Supplier** – the entrepreneur from whom SUUS purchases the Products.
  - 2) **SUUS** – ROHLIG SUUS Logistics S.A. with its registered office in: 02-235 Warsaw, ul. Równoległa 4A, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000328793, whose registration files are kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, with a share capital of PLN 693,000, paid in full, NIP (Tax Identification Number): 1230993241, REGON (National Business Register Number): 015490202.
  - 3) **Parties** – Supplier and SUUS.
  - 4) **GTCP** – this document.
  - 5) **Goods** – the goods which are the subject of the Order or Contract.
  - 6) **Service** – the service that is the subject of the Order or Contract.
  - 7) **Product** – Goods or Service.
  - 8) **Contract** – any sales contract, work contract or service contract between the Supplier and SUUS that has been generated via the Purchasing Platform.
  - 9) **Order** – an order for Goods or Services placed by SUUS via the Purchasing Platform in electronic form and accepted for execution by the Supplier.

- 10) **Request for Proposals** – an invitation to Suppliers to participate in the Bidding Process for the provision of a specific Good or Service, as required by SUUS from time to time.
- 11) **Offer** – an offer, submitted by the Supplier via the Purchasing Platform. The Offer accepted by SUUS becomes an attachment to the Order or the Contract.
- 12) **Purchasing Platform** – IT tool available at [suus.logintrade.net](https://suus.logintrade.net), through which the entire purchasing process takes place, to which the Supplier has access on the basis of separate terms and conditions.
- 13) **Purchasing Process** – the cooperation of the Parties for the purpose of SUUS purchasing Products from the Supplier through the Purchasing Platform (from the submission of the Offer, through the submission and acceptance of the Order or the conclusion of the Contract and the execution of a possible complaint process).
- 14) **Price** – the price of the Goods payable to the Supplier, as set out in the Order or the Contract.
- 15) **Remuneration** – the remuneration due to the Supplier for the proper performance of the Services as set out in the Order or Contract.
- 16) **Business Days** – days from Monday to Friday, excluding public holidays falling within this interval.
- 17) **Quality Control** – an inspection of the Products that SUUS may carry out at any time to verify the existence of Quality Defects in the Products.
- 18) **Quality Defect** – non-conformity of the Product with the Order or the Contract or non-conformity of the Product in relation to the quality expected on the market from the type of Product, including damaged Goods.
- 19) **Damage Protocol** – a protocol documenting irregularities found during Quality or Quantity Control, e.g. Quality Defects.
- 20) **Complaint** – submission of comments by SUUS to the Supplier in the event of non-performance or improper performance of the Order or the Contract, in particular in the event of detection of quantity shortages or Quality Defects in the Products.
- 21) **Written Form** – the written form in accordance with the provisions of the Civil Code; failure to comply with such form shall render it invalid.
- 22) **Force Majeure** – an external event or circumstance objectively beyond the control of SUUS or the Supplier, the occurrence or consequences of which could not have been foreseen or avoided despite the exercise of due diligence, insofar as it prevents the performance of the Order or the Contract. Force Majeure includes, in particular, war, flood, fire, hurricane, storm, earthquake, other natural disasters and natural catastrophes, acts of state authority.
- 23) **Business Secret** – any non-public information, in particular technical, technological, commercial, organisational and other information of economic importance, in respect of which the interested party has taken the necessary steps to maintain its confidentiality.
- 24) **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and

on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

25) **Work** – has the meaning given in the Act of 4 February 1994 on Copyright and Related Rights.

2. Terms in the singular shall also be used appropriately in the plural and vice versa.

## **§ 2 SCOPE OF APPLICATION OF THE GTCP**

1. The GTCP apply to the entire Purchasing Process, including each Offer, Order and Contract.
2. Modification of the terms and conditions of cooperation set out in the GTCP requires the prior consent of SUUS expressed in Written Form.
3. The Order or the Contract may modify the content of the GTCP. If discrepancies arise between the Order or the Contract and the GTCP, the provisions of the Order or the Contract shall prevail and the GTCP shall apply to the remaining extent.
4. SUUS may amend the GTCP or introduce new general terms and conditions of purchase instead. The Supplier shall find out about the current content of the GTCP itself in the Purchasing Platform.
5. The GTCP are available on the Purchasing Platform.
6. These GTCP are effective as of 23 April 2024.
7. No Supplier's model contracts shall apply to the Purchasing Process.
8. If any of the provisions of the GTCP were to be declared invalid or ineffective, the remainder of the GTCP shall continue to apply. In lieu of provisions deemed invalid or ineffective, we shall first enter into negotiations to supplement the GTCP in this section. If we are unable to agree on a common position between the Parties, the relevant legal provisions shall apply.

## **§ 3 PURCHASING PROCESS**

1. SUUS posts Requests for Proposals on the Purchasing Platform for the submission of Offers by Suppliers.
2. Within the deadline indicated in the Request for Proposals, Suppliers are entitled to submit Offers.
3. Once the Offers have been collected, SUUS will, at its sole discretion, select one or more Offers and submit
4. to the individual Suppliers via the Purchasing Platform an Order or a model Contract.
5. The Order or Contract will contain specific terms and conditions for the Products.
6. Within the time limit specified in the Order, the Supplier may accept or reject the Order, but may not amend it. Failure to accept or reject the Order within the indicated period shall be tantamount to rejection of the Order.
7. In the event that SUUS presents a model Contract to the Supplier, the Parties will immediately take steps to sign the Contract.
8. Failure of the Parties to conclude the Contract within 14 days of its presentation to the Supplier

9. entitles SUUS to choose another Supplier without incurring any liability as a result.
10. In the content of the Order or the Contract, SUUS may refer to the relevant specifications
11. of the Products. In this case, the specifications will be annexed to either the Order or the Contract.
12. The fact that an Order is placed or a Contract is concluded does not oblige SUUS to conclude other contracts.
13. In the event that the Supplier is provided with the items necessary for the performance of the Order or the Contract, such items shall remain the property of SUUS and the Supplier agrees to take care of them.

#### **§ 4 GOODS**

1. The Supplier shall deliver Goods:
  - 1) which comply with the law, the Order or the Contract;
  - 2) which are suitable for the purpose specified in the Order or Contract;
  - 3) which are free from Quality Defects and unencumbered by third party rights;
2. The Supplier shall, at its own risk and expense, deliver the Goods during SUUS's business hours, on Business Days at the time and place indicated in the Order or Contract and unload the Goods at the place indicated by SUUS. If the date of delivery of the Goods is not specified in the Order or the Contract, the Supplier shall deliver the Goods on the date indicated in the request.
3. The Supplier will notify SUUS via the Purchasing Platform that the Goods are ready for delivery and the Parties will agree on a delivery date.
4. The Supplier shall pack the Goods with due care, guaranteeing delivery to SUUS without Quality Defects. The manner in which the Goods are packaged should allow for Quality Control.
5. SUUS may carry out Quality or Quantity Control of the Goods upon acceptance.
6. Confirmation of acceptance of the Goods will be made on the Purchasing Platform. The Supplier will be able to generate confirmation in the form of a document.
7. Together with the Goods, the Supplier shall provide SUUS with all documents required in accordance with the Order or the Contract or by law (e.g. approvals, certificates, inspection certificates, documentation specifying the conditions for repair and maintenance, catalogues of applicable time standards for repairs and services, approval certificates).
8. The Supplier warrants that the Goods comply with all standards applicable or customary for the manufacture, sale or use of the Goods.
9. The Supplier guarantees that the Goods have never been used, unless the Order is for used goods.

#### **§ 5 SERVICES**

1. The Supplier shall perform the Services:
  - 1) with due diligence, in a manner consistent with the Order or the Contract;
  - 2) in a timely manner;

- 3) in such a manner as to guarantee the non-occurrence of Quality Defects.
2. The Supplier shall provide the Services at the time and place indicated in the Order or Contract.
3. SUUS may carry out a Quality Control of the Services.

## **§ 6 COPYRIGHTS**

1. If, as a result of the delivery of Goods, provision of Services or performance of a work, a Work is created, the Parties shall regulate in the Order or Contract the issues of transfer of economic copyrights to this Work.
2. In this case, the Parties shall sign a separate agreement for the transfer of economic copyrights, a specimen of which SUUS shall post on the Purchasing Platform.
3. If a Work is created in the course of providing the Services, the Supplier shall inform SUUS immediately. In such a case, SUUS shall inform the Supplier whether it is interested in transferring the copyrights to the Work to SUUS and the Parties shall then sign an appropriate agreement.

## **§ 7 SETTLEMENT**

1. Payment of the Price or the Remuneration shall be made in accordance with the terms and conditions set out in the Order or the Contract and, where such terms and conditions are not set out, in accordance with the GTCP.
2. The Supplier declares that it is a VAT taxpayer and is included in the list of entities maintained by the Head of the National Fiscal Administration in the so-called "White List". The Supplier shall immediately inform SUUS if it loses its active VAT status or if it is removed from the White List.
3. The Supplier shall issue an invoice within 14 days from the date of delivery of the Goods or performance of the Services for which SUUS has not submitted a Claim.
4. The Supplier shall indicate in the invoice:
  - 1) the number of the Order or Contract to which the invoice relates,
  - 2) the correct details of the Supplier, together with the account number, in accordance with the Order or the Contract,
  - 3) the payment term in accordance with the Order or Contract,
  - 4) the quantity items of the Products in accordance with the items in the Order or the Contract.
5. The invoice will be sent by the Supplier to [fka\\_faktura@suus.com](mailto:fka_faktura@suus.com)
6. SUUS will pay the invoice correctly issued by the Supplier within 30 days of receipt by bank transfer to the Supplier's bank account indicated in the Order or Contract and registered in the SUUS accounting system. A change of the bank account number registered in the SUUS accounting system requires an annex to the Contract or, in the absence of a Contract, notification in Written Form. The payment date is the date on which the SUUS bank account is debited.
7. SUUS pays the invoice using the split payment mechanism.
8. The Supplier shall not be entitled to set off its receivables against those of SUUS without the prior

consent of SUUS expressed in Written Form.

9. If the Products are not delivered in accordance with the Order or the Contract, SUUS shall not be obliged to pay the Price or the Remuneration until the Products are delivered in accordance with the Order or the Contract.

### § 8 COMPLAINTS

1. The complaint will be submitted by SUUS in the form agreed with the Supplier concerned.
2. If, as a result of a Quality or Quantity Control, SUUS finds Quality Defects or quantitative shortages in the Products:
  - 1) it will make appropriate annotations in the delivery documents in the Purchasing Platform,
  - 2) it will draw up, if possible with the participation of a representative of the Supplier, a Damage Report (with photographic documentation if necessary).
3. The following deadlines apply to the Supplier and SUUS:

	<b>Goods</b>	<b>Services</b>
Time limit for submitting Complaints	a) quantitative shortages of Goods – <b>5 days</b> from the day of acceptance, b) visible Quality Defects due to transport damage – <b>2 days</b> from the day of acceptance, c) visible Quality Defects not due to transport damage – <b>5 days</b> from the day of acceptance, unless otherwise specified in the Order or Contract.	In accordance with the Order or Contract.
Time limit for handling Complaints	14 days from the date of the Complaint.	

4. Failure by the Supplier to handle the Complaint within the stipulated period is equivalent to its acceptance.
5. In the event of quantitative shortages or Quality Defects, SUUS:

<b>Quantitative shortages</b>	<b>Quality Defects</b>
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<p>1) may request the Supplier to deliver the missing Products <b>within 5 days</b> after the Complaint has been processed, with the rights resulting from the Supplier's delay.</p> <p>2) may withdraw from the Contract in accordance with the GTCP.</p>	<p>1) may require the Supplier to replace the Products with new ones, free from Quality Defects <b>within 5 days</b> after the Complaint has been processed, with the rights resulting from the Supplier's delay.</p> <p>2) may request the repair of the Products <b>within 3 days</b> after the Complaint has been processed, with the rights resulting from the Supplier's delay,</p> <p>3) may withdraw from the Contract in the part covering the Products affected by Quality Defects in accordance with the GTCP,</p> <p>4) may refuse acceptance of the Products in their entirety and withdraw from the Contract in</p>
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6. The Supplier may require SUUS to return defective Goods in order to provide Goods without Quality Defects.
7. The costs associated with returning the Goods – including the cost of dismantling the Goods, processing the Complaint and delivering Goods without Quality Defects shall be borne by the Supplier.
8. Upon redelivery of the Products, SUUS shall be entitled to verify the Product and, if necessary, resubmit the Claim.
9. The above-mentioned provisions of the GTCP shall apply to defects in the Products discovered and reported during acceptance of the Products, but they shall not exclude or limit SUUS' rights under warranty or guarantee, nor shall they exclude or limit the Supplier's liability for non-performance or improper performance of the Contract or the Order.

## **§ 9 LIABILITY**

1. The Supplier shall be liable for non-performance or improper performance of the Order or the Contract, including delay.
2. In the event of non-performance or improper performance of the Order or the Contract, the Supplier shall use all available efforts to minimise SUUS' damage. In particular, the Supplier shall immediately notify SUUS if the Products are defective or do not comply with applicable law. The above does not exclude or limit the Supplier's liability.
3. Notwithstanding any other rights of SUUS, the Supplier may provide SUUS with a guarantee for the Product, subject to the terms and conditions specified in each Order, Contract or separate document.

4. SUUS shall be entitled to a warranty for physical and legal defects in the Products under the Contract for a period of 24 months counted from the date of each acceptance of the Product, unless otherwise stated in the Order or the Contract.
5. Incomplete or defective delivery of the Products shall be equivalent to non-performance of the Order or the Contract.
6. The Supplier shall be liable for the acts or omissions of the persons by means of whom it executes the Order or the Contract as for its own.
7. SUUS shall be entitled to reserve a contractual penalty for itself in the Order or the Contract if the Supplier fails to perform or improperly performs the Order or the Contract.
8. If SUUS's damage is higher than the contractual penalty reserved in the Order or the Contract, SUUS shall be entitled to claim compensation exceeding the amount of the reserved contractual penalties, on general principles.
9. The Supplier is liable on a strict liability basis, with the proviso that the Supplier's liability is excluded in the event of Force Majeure.
10. The Supplier shall indemnify SUUS and repair the resulting damage if, due to physical or legal defects of the Product, non-compliance of the Product with the law, infringement of third party rights or fair competition by the Product:
  - 1) a third party submits a claim against SUUS or the entity that purchased the Product or any other product from SUUS of which the Product was a component;
  - 2) an allegation is made against SUUS or an entity that purchased the Product or any other product from SUUS, of which the Product was a component, for violation of applicable laws;
  - 3) administrative, civil or criminal proceedings are initiated against SUUS or the entity that purchased the Product or another product from SUUS of which the Product was a component.

## **§ 10 TERMINATION**

1. Notwithstanding the provisions of the Order or the Contract, SUUS shall be entitled to withdraw from the Order or the Contract in whole or in part if:
  - 1) quantitative shortages of Goods are detected,
  - 2) any Quality Defects in the Products are detected,
  - 3) the Supplier is at least 5 days late with the execution of the Order or the Contract,
  - 4) there is no contact with the Supplier, i.e. the Supplier does not respond to telephone or e-mail enquiries for more than 3 days,
  - 5) the Supplier fails to handle the Complaint within the agreed time limit,
  - 6) the Supplier fails to remedy a breach of the Order or the Contract within the specified period of time, despite SUUS' request to cease the breach,
  - 7) the Supplier loses its status as an active VAT payer (removal from the White List),
  - 8) the Supplier breaches the rules of the SUUS Group Code of Conduct for Business



Partners.

2. SUUS may exercise its right to withdraw from the Order or the Contract within 30 days from the day it becomes aware of the occurrence of the event giving rise to the right of withdrawal.
3. Withdrawal requires a Written Form.
4. If the right to withdraw from the Order or the Contract is exercised in accordance with the GTCP, the Order or the Contract:
  - 1) SUUS shall not be liable to the Supplier or any third party,
  - 2) the Supplier shall compensate SUUS for the damage, including reimbursement of reasonable costs incurred to obtain replacement Products from another supplier.
5. Notwithstanding the provisions of the Order or the Contract, SUUS shall be entitled to terminate the Order or the Contract without notice:
  - 1) when, despite a prior request to cease infringements, the Supplier provides the Services in an improper manner;
  - 2) when, despite a prior request to cease infringements, the Supplier delivers the Goods in an improper manner;
  - 3) if the Supplier is in gross or repeated breach of the Order or the Contract.
6. Notwithstanding the provisions of the Order or the Contract, the Supplier shall be entitled to terminate the Order or the Contract without notice if SUUS is in default of payment of the Remuneration for two full periods.
7. Either Party may terminate the Order or the Contract in the event of Force Majeure which makes it impossible to perform in part or in whole the Order or the Contract.

## **§ 11 CONFIDENTIALITY**

1. The Parties are obliged not to disclose and use information and data that constitute the Business Secret of the other party.
2. Business Secrets include, in particular, information relating to:
  - 1) customers, suppliers, contractors, subcontractors, employees;
  - 2) the contents of the Order or the Contract and other agreements concluded by the Parties,
  - 3) the terms and conditions of employment of employees and other aspects of our human resources policy,
  - 4) procedures and organisation for the performance of logistics services by SUUS,
  - 5) prices and rates of remuneration and the amount of the costs of providing logistics services by SUUS,
  - 6) the rules of organisation and order applicable to the SUUS facilities,
  - 7) financial and investment policies and risk management.
3. The obligation of confidentiality of the Business Secrets does not apply to information and data:
  - 1) which the party concerned has agreed to disclose,
  - 2) widely known or made public,

- 3) which, under applicable law, should be disclosed at the request of competent state authorities or courts,
- 4) the disclosure of which is necessary to assert claims.
4. SUUS may provide information that constitutes Business Secrets to the Supplier, insurers, carriers, subcontractors and legal and business advisors, but only to the extent necessary for the proper execution of the Order or the Contract and the assertion of claims.
5. The obligation to keep Business Secrets confidential shall be binding during the term of the Contract or the Order and for 5 years after its execution or termination.
6. If the Supplier breaches the confidentiality obligation referred to above, SUUS may demand payment of a contractual penalty of PLN 50,000 for each case of breach. If the amount of damage suffered by SUUS in connection with such a breach is higher than the contractual penalty, SUUS may claim additional compensation on a general basis.

## **§ 12 UNFAIR COMPETITION AND NO COLLABORATION**

1. The Supplier shall not disseminate false or misleading information about SUUS, about SUUS' officers, as well as about SUUS' employees, associates, carriers, freight forwarders or subcontractors.
2. The Supplier shall not, during the term of the Order or the Contract and for a period of 2 (two) years after its/their expiry, directly or indirectly, collaborate with any employee, associate, carrier, freight forwarder or subcontractor of SUUS.
3. The Supplier shall also not induce an employee, co-worker, carrier, freight forwarder or subcontractor to terminate its relationship with SUUS.
4. If the Supplier breaches any of the above prohibitions, SUUS may demand payment of a contractual penalty of PLN 100,000 for each case of breach. If the amount of damage suffered by SUUS in connection with such a breach is higher than the contractual penalty, SUUS may claim additional compensation on a general basis.

## **§ 13 PERSONAL DATA**

1. The parties are obliged to comply with the provisions of the GDPR.
2. Where the Supplier makes personal data available to SUUS as part of the cooperation, SUUS acts as data controller.
3. Personal data provided by the Supplier to SUUS as part of the cooperation is processed by SUUS:
  - 1) to carry out the Order or Contract (Article 6(1)(b) of the GDPR),
  - 2) to establish or assert possible claims or defend against such claims (Article 6(1)(f) of the GDPR),
  - 3) to comply with the controller's legal obligations, e.g. tax obligations (Article 6(1)(c) of the GDPR),

- 4) to market its own services (Article 6(1)(f) of the GDPR),
4. Provision by the Supplier of the personal data necessary for the execution of the Order or the Contract is voluntary, but necessary for the establishment of the cooperation.
5. The Supplier has the right:
  - 1) to lodge a complaint with the President of the Office for Personal Data Protection if it is considered that the processing of personal data violates the applicable legislation;
  - 2) to access, rectify, erase or restrict the processing of its personal data, as well as the right to data portability;
  - 3) to object to the processing of personal data (Article 6(1)(e) or (f) of the GDPR).
6. SUUS will retain the Personal Data for the period necessary for the performance of the Order or the Contract, but no less than until the statute of limitations for SUUS' claims against the Supplier, the end of litigation and the expiry of the legal obligation to retain the data.
7. When providing personal data to third parties, the Supplier shall be liable to SUUS and to such third parties for having an appropriate legal basis for processing such data.
8. SUUS will, before providing personal data to the Supplier, fulfil its information obligation towards the persons whose personal data it provides, the provision of which is necessary for the proper execution of the Order or the Contract (Articles 13 and 14 of the GDPR).
9. SUUS may transfer personal data provided by the Supplier:
  - 1) to entities with which it cooperates in the performance of the Order or the Contract, including subcontractors and principals,
  - 2) to entities that operate and maintain the ICT systems SUUS uses,
  - 3) to consulting companies, auditors, business intelligence agencies, insurers and law firms with which SUUS cooperates.

#### **§ 14 LEGAL PROVISIONS AND ETHICAL PRINCIPLES**

1. The Supplier declares that it complies with applicable laws and the highest ethical standards.
2. The Supplier undertakes that, in the course of its cooperation with SUUS, it will comply with the SUUS Group Code of Conduct for Business Partners available at <https://www.suus.com/compliance> in the then current wording.
3. Where there is a reasonable suspicion that the Supplier or an employee of the Supplier in connection with the Order or the Contract has violated or is violating the Code of Conduct for Business Partners of the SUUS Group, the Supplier shall guarantee SUUS access to all information and documents relating to the Order or the Contract and shall undertake to provide explanations and engage in the determination of the factual or legal situation to which the reasonable suspicion relates.
4. Together with submitting the Offer, the Supplier will provide SUUS with a completed ESG survey, available on the Purchasing Platform.
5. If the data provided in the ESG survey changes after submission, the Supplier will send an

updated survey with the updated data.

### **§ 15 ANTI-CORRUPTION AND SANCTIONS**

- 1.** The Supplier declares that:
  - 1) it has not offered or given any pecuniary or personal benefit in order to influence SUUS' decision to place an Order/Contract,
  - 2) it has not taken any other action contrary to law or ethical standards to influence SUUS' decision to place an Order/Contract.
- 2.** The Supplier declares that it has not undertaken in the past and it will not undertake any corrupt activities.
- 3.** The Supplier shall not offer, promise or grant any benefits of any kind to domestic or foreign public officials or decision-makers in the private sector, in particular in order to arrange or expedite matters or to obtain preferential treatment.
- 4.** The Supplier declares that no part of the consideration received from SUUS in connection with
- 5.** the performance of the Order or the Contract will be used to cover the costs of providing any benefit, direct or indirect, to any person in the activities indicated above.
- 6.** The Supplier declares that no proceedings are pending against it or, to the best of its knowledge, against its employees, representatives, suppliers, agents, contractors or subcontractors in respect of the matters set out above.
- 7.** Where there is a reasonable suspicion that the Supplier or an employee of the Supplier has engaged in corrupt activities in connection with the Order or the Contract, the Supplier shall guarantee that SUUS has access to all information and documents relating to the Purchase Order or the Contract and shall undertake to provide explanations and engage in the determination of the factual or legal situation to which the reasonable suspicion relates.
- 8.** The Supplier complies with all laws governing trade sanctions (international and national) that prohibit or restrict transactions with certain countries, entities and persons, as well as those concerning certain goods (e.g. of strategic importance).

### **§ 16 FINAL PROVISIONS**

- 1.** Declarations made in connection with the performance of the Order or the Contract shall require the Written Form to be effective. The exceptions to this rule are statements:
  - 1) about the submission of a Request for Proposals;
  - 2) about the submission, acceptance of the Offer;
  - 3) about acceptance, amendment or rejection of the Order;
  - 4) contained in correspondence on operational matters between contact persons that take place on the Purchasing Platform;
  - 5) regarding Complaints,
  - 6) contained in e-mail correspondence on operational matters between contact persons that

take place by e-mail.

- 2.** The Supplier shall not be entitled to transfer part or all of its rights or obligations under the Order or the Contract without the prior consent of SUUS expressed in Written Form.
- 3.** The cooperation of the Parties shall be governed by Polish law.
- 4.** In the event of a dispute related to the cooperation of the Parties, the Polish common court in Warsaw, which has jurisdiction over the registered office of SUUS, shall be the competent court to resolve the dispute.