

Pratt & Whitney Kalisz Sp. z o. o.	General Terms & Conditions of Purchase		Revision:	4
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Purchasing Department		Legal Department		
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Master procedure:	N/A	Requirements' source:	N/A	
Cancellation remarks:	N/A			

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Record of revisions			
Revision No.	Date of change	Revision category	Description of changes
1	2021-06-15	-	First edition
2	2022-03-25	A	Updated Paragraphs: 3, 4, 5, 13, 14, 15, 19, 20, 23, 24, 25
3	2022-06-31	B	Updated Paragraphs: 3
4	2022-04-12	B	Updated links and references Updated Paragraphs: 3, 13, 14, 20, 22, 25, IT Requirements for Sellers, Requirements for higher-risk services

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Creating	When data is created, the classification type must be defined by using the General Use Data Classification Tree or the RTX Common Interpretation of Technical Data.
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## §1. Acceptance

Subject to the terms and conditions stated herein, including those incorporated by reference, **Pratt and Whitney Kalisz Sp. z o.o.** having its registered office and principal place of business at Elektryczna 4a, 62-800 Kalisz, Poland and registered in the National Court Register, Circuit Court in Poznań, Nowe Miasto i Wilda in Poznań IX Commercial Department, under KRS 0000009775 (**hereinafter “Buyer”**), agrees to purchase from the contracting party identified on the face of this order (**hereinafter “Seller”**), and the Seller agrees to sell to Buyer the goods or services described in this order. If for any reason Seller fails to return to the Buyer the acknowledgement of acceptance of this order, any conduct by Seller that recognizes the existence of a contract pertaining to the subject matter hereof shall constitute unqualified acceptance by Seller of this order and all of its terms and conditions. The terms of the order including these General Terms & Conditions of Purchase shall constitute the valid agreement between the parties and may be modified only by a written instrument including a supplement to the order or annex hereto executed by the authorized representatives of both parties. Otherwise, such modifications shall be null and void.

## §2. Price

The price for goods or services shall be the net price as shown in this order. Unless otherwise provided on the face of this order, the prices appearing herein include all packing and crating delivery to the point specified in the order, all taxes and other charges relating to goods or services sold pursuant to this order (excluding taxes payable by Buyer according to legislation under jurisdiction applicable to Buyer).

## §3. Terms of payment

Unless otherwise agreed in writing, Buyer's payments shall be effected by wire transfer to the account indicated in the invoice within **30 days** from the date of receipt invoice by Buyer. A correct and proper invoice prepared in accordance with the law and order terms, delivered in PDF format secured against editing on e-mail address:

[fakturypwk@prattwhitney.com](mailto:fakturypwk@prattwhitney.com)

Only if providing of an electronic invoice is not possible, sending a papercopy is allowed on address:

**Aleje Jerozolimskie 132-136,  
02-305 Warszawa  
Eurocentrum Office Complex piętro 11 wieża Delta,  
PO BOX 013PCC001**

In order to reduce the F/X risk for Buyer, it is necessary to eliminate derivative currency instruments from the order. The built-in derivative currency instrument occurs when the order currency is different from the payment currency.

## §4. Delivery

Seller shall deliver goods to the point of destination indicated in the order in accordance with Incoterms 2020 in the time specified in the order. Seller shall, at its expense, ship by express or air shipment or by the most expeditious way if the delivery schedule is endangered for reason of Seller's fault. All items shall be packed in accordance with Buyer's instructions or if none are specified, in accordance with best commercial practice in a manner sufficient to ensure arrival in an undamaged condition. Not agreed packaging costs are not allowed for.

## §5. Taxes

1. [Applies to the purchase of services from a Polish entity] Seller shall bear all taxes, duties, or any other charges, including interest or penalties thereon, relating to the Services rendered pursuant to this order and that may be payable by Seller under current Polish legislation. Said taxes shall be shown separately on all of Seller's sales

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invoices. Seller confirms that all invoices issued in relation to this order will include a valid VAT identification number. Seller states that on the date of issuing each invoice remains an active VAT taxpayer in the meaning of the VAT Act of 11 March 2004 and is not in the course of insolvency proceedings or in liquidation. Seller shall immediately advise Buyer of any changes to the foregoing during the term of this order. Any financial consequences of a failure to comply with this obligation shall be borne by the Seller.

Seller declares that all his data at the electronic list of entities registered as active VAT taxpayers implemented by the Polish Ministry of Finance (the so-called "White List") - in particular his bank account number - are accurate and actual as of the date of issuing the invoice. Seller declare that will immediately and unconditionally return to Buyer all receivables, overdue taxes, penalties, interests and similar charges imposed on Buyer in the event of any irregularity in the statement made in the above scope. In the event of discrepancy between the Seller's bank account number reported by Seller under the transaction and data presented for Seller at the White List, Seller authorizes Buyer to perform payment from the transaction at the bank account assigned to Seller on the White List.

2. [Applies to the purchase of services from an entity outside Poland] All payments made to non-residents of Poland for either the use of property in Poland under this order or with respect to fees, commissions or other amounts in respect of Services rendered in Poland, shall be subject to withholding tax as determined by Polish legislation, with relief provided by applicable Polish Tax Treaties or Conventions - subject to the provisions of paragraph 3 below. It is confirmed that Seller is not registered in Poland as active VAT taxpayer. It is confirmed that in case of any services being rendered hereunder, the above entity has not in Poland fixed establishment for which such services shall be provided or from which such services shall be supplied.
3. [Applies to the purchase of services from an entity outside Poland] Potential withholding tax exemption / rate reduction shall apply only after providing by the Seller to Buyer, prior the first Buyer payment in a given calendar year: i) valid and actual certificate of tax residence of the Seller, issued by the tax administration of the country of the Seller indicated on the face of this order and ii) Seller wiring confirmation of the beneficial owner status and other conditions required for rate exemption/ reduction, according to the template available at: [http://www.pwk.com.pl/en/warunki\\_handlowe/#conditions\\_contracts](http://www.pwk.com.pl/en/warunki_handlowe/#conditions_contracts)
4. With respect to transactions subject to mandatory split payment mechanism payment in Poland, Seller will provide at invoice issued an unambiguous information about the obligation to pay such invoice in the split payment mechanism, splitting the total amount due into a net amount and VAT amount, payable separately into dedicated accounts under the split payment mechanism. The Seller authorizes Buyer to make payment for the invoice under the split payment mechanism in amounts indicated on such VAT invoice issued.

## §6. Inspection

Notwithstanding prior inspection, payment or use, Buyer shall have the right, within six (6) months of receipt, to accept or reject any goods, which do not conform to the requirements of the order. Rejected items shall be returned to Seller transportation collect (declared at full value unless otherwise advised by Seller) for credit or refund and shall not be replaced by Seller except upon written instruction from Buyer. Buyer's rights under this paragraph shall be additional to and shall not be deemed to diminish Buyer's rights under law and paragraph 7 (Warranty).

## §7. Warranty

1. Seller warrants to Buyer, its successors, assigns and customers that for a period of twenty-four (24) months after delivery of goods or completion of services, all goods furnished under this order shall be free from legal defects or defects in material or workmanship, shall conform to applicable drawings, designs, parameters, samples or other description upon which this order is based, be suitable for the purpose intended whether expressed or reasonably implied and free of liens and encumbrances of title. Furthermore, Seller warrants to the extent this order refers to services to be performed, such services shall be free from legal defects or defects in workmanship, shall meet all of the requirements of this order and shall be performed to the highest standards of workmanship and that goods and services of Seller's design shall be free from defects in design.
2. Seller agrees to correct defects or replace any goods or services not conforming to the foregoing warranty promptly, but not later than 14 days after notification of such non-conformity, without expense to Buyer. In the event of failure by Seller to correct defects in or replace non-conforming goods or correct such non-conforming services within the above specified time, Buyer, after notice to Seller, may in its election and in addition to any rights or remedies it may have at

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law, have such non-conforming goods or such non-conforming services corrected at Seller's expense. In addition to the costs of repair or replacement, including overheads, Seller agrees to reimburse Buyer for labor and material costs reasonably incurred by Buyer in connection with removal or replacement of non-conforming goods due to Seller's failure to provide goods in conformity to this warranty.

3. If Seller replaces the defective goods, the warranty period shall run anew from the time of delivery of the goods in conformity to this order. In the case the same type of defect repeatedly occurs, Seller shall make changes to eliminate causes of the failure in the future.
4. The foregoing rights of Buyer are not exclusive and shall not be in lieu of any other remedy available to Buyer at law or under this order.

### **§8. Changes**

Buyer shall have the right at any time prior to the delivery date of the goods or services to make changes in any one or more of the following: (i) drawings, designs, specifications; (ii) method of loading or packing; (iii) time or place of inspection, delivery or acceptance; (iv) quantity, type and duration of services. If any such change affects the cost or time required for performance of this order, an equitable adjustment shall be made in the price or delivery schedule or both, and this order shall be modified in writing accordingly. No claims for adjustment of the delivery date or purchase price shall be allowed due to the changes notified by Buyer unless made in writing within fifteen (15) days from the date Seller receives notice of the change. Notwithstanding the method or time of settling such claims, Seller shall promptly commence performance of the order. No change is binding for Buyer unless issued in writing by an authorized representative of Buyer's Purchasing department.

When Seller recognizes that behavior or directives of any of the Buyer's employees cause a change, Seller shall immediately notify the Buyer's Purchasing department in writing and shall take no action in connection with the noticed change until the Buyer's Purchasing department accepts the change in writing.

### **§9. Cancellation, Suspension**

Buyer reserves a right to cancel at any time by written notice to Seller this order or any part hereof or to suspend or reschedule shipment of goods or performance of services. Immediately upon receipt of such notice, Seller shall comply with its terms and shall cause all of its suppliers and subcontractors to cease or suspend work. In the event of cancellation for reason of Buyer's sole convenience, Seller shall be entitled to claim reimbursement of direct costs properly incurred until the date of such cancellation. Seller should demonstrate to the satisfaction of Buyer the amount of work completed in accordance with the cancelled order. Such costs shall reflect the percentage of work performed prior to the notice of cancellation in accordance with the agreed time for placing new orders and shall not exceed the order's value. Seller shall not be entitled to claim any compensation for loss of anticipated profit or for suspension or re-scheduling of shipments. To the extent not affected by notice of cancellation or suspension, Seller shall continue performance as required under this order.

### **§10. Order termination**

In addition to its other rights hereunder, Buyer reserves a right to terminate this order or any part thereof for Seller's default without further cost or liability by written notification if (i) Seller fails to perform any of the provisions of this order especially those of compliance with the RTX Supplier Code of Conduct; (ii) Seller becomes insolvent, a petition for its bankruptcy is filed or it is entered in the list of debtors. Buyer may require Seller to transfer title and deliver to Buyer any or all property produced or procured by Seller solely for performance of the work hereunder, and Seller shall be credited with reasonable value thereof not to exceed Seller's costs or the order price, whichever is less. If this order is entirely or partially terminated by Buyer under this paragraph, Buyer may, in addition to its other rights it may have at law, procure, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those so terminated, and Seller shall be liable to Buyer for any and all re-procurement costs including any price for such similar goods or services that is higher than provided by this order. If after a default termination, it is determined that Seller was not in default, the termination shall be deemed a termination for Buyer's convenience in accordance with paragraph 9 (Cancellation, Suspension). Seller shall be responsible for performance of any part of this order which is not terminated hereunder.

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### §11. Contractual penalties

In addition to its other rights Buyer may have under this order or at law, in the case of delay in performance hereof, Seller shall, when requested by Buyer, pay a contractual penalty of 0.1% of the order value for each day of delay. Buyer reserves a right to claim compensation exceeding contractual penalties agreed herein on general terms of the Civil Code.

### §12. Force Majeure

Neither party shall be liable for any delay in performance hereof caused by such Force Majeure as a strike, war, epidemic, ecological disaster, flood etc. However, the delayed party due to the Force Majeure shall take any reasonable efforts to reduce the delay:

1. in the event of Force Majeure, the delayed party shall immediately notify the other of such occurrence, specify its duration, if known, and timely inform about actions taken to minimize the delay,
2. in the event Force Majeure circumstances threaten to impair Seller's ability to perform the order, Buyer shall have a right, without any liability to Seller, to cancel this order in whole or any part hereof.

Notwithstanding the above provisions, Seller's delay or failure to perform this order caused by circumstances related to Seller or its lower-tier suppliers shall be excused only if such circumstances are beyond the control of both Seller and such supplier and without fault and negligence of either of them, and the goods or services to be furnished are not obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule. Seller shall in any event give Buyer immediate notice of any labor dispute, which may affect performance of the order.

If any failure to meet the order terms, delay or labor dispute threatens to impair Buyer's ability as regards delivery requirements of its products, Buyer shall have a right, without any liability to Seller, to cancel this order in whole or any part hereof.

### §13. Copyright

Seller states it is entitled to proprietary copyrights to the works hereunder. Once the works mentioned in the preceding sentence are handed over, The Seller hereby transfers to the Buyer the copyrights to the works created as a result of the order in the following fields of exploitation: digitization, sharing via computer networks, recording, reproduction by means of printing, recording and / or electronic media, incorporation into another work ; placing on the market, using in economic or non-economic circulation, making available for payment or free of charge to third parties; performing and authorizing third parties to perform studies, including alterations and adaptations of the work; and in relation to works that are computer programs, copyrights in the fields of exploitation, which include the right to: permanently or temporarily reproduce the computer program in whole or in part by any means and in any form, translation, adaptation, change of the layout or any other changes in the computer program, disseminating, including lending or renting, a computer program or its copies and making the work available to the public in such a way that everyone can have access to it at a place and time chosen by them, in particular all fields of use indicated in art. 50 and art. 74 sec. 4 of the Act on Copyright and Related Rights. The Buyer is authorized to exercise derivative rights in relation to the works. The remuneration specified in the order is the total and only remuneration due to the Seller for the transfer of rights and consent to the exercise of derivative rights. If the seller offers standard software for which a non-exclusive license is granted, or if the order requires the Buyer to obtain a license for third party products, the Seller is obliged to obtain licenses to the extent necessary to perform the contract or include in the price any costs of obtaining such a license by the Buyer.

### §14. Intellectual Property Rights

If it turns out that the use or resale of goods or services by the Buyer, in addition to the goods manufactured in accordance with the design provided by the Buyer, violates the exclusive rights of third parties, in particular the patent, protection right, registration right, trademark, copyright, the Seller will pay compensation and will protect the Buyer and any subsequent buyer or user of the goods from any claim, process or legal action alleging that the production, sale or use of the goods or services provided under the order infringes any patent, protection right, registration right, copyright or other rights third party rights reserved. The Seller is obliged to cover all damages and losses incurred by the Buyer for the reasons indicated above.



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Upon notification by Buyer, Seller shall, at its own expense, defend or otherwise dispose of any such claim, lawsuit or action to protect the Buyer from such claims.

### §15. Personal data protection

All applicable regulations related to personal data protection, especially the 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), hereinafter called GDPR apply to personal data processing if it takes place in the context of placement, acceptance and execution of the order.

In justified cases, the rules of personal data processing shall be further regulated by way of a separate personal data processing agreement required in accordance with art. 28 of the GDPR.

In case of personal data transfer to third countries or international organisations the transfer shall be secured in accordance with art 45-46 of the GDPR, especially by way of executing standard contractual clauses.

If placement, acceptance and execution of the order takes place internally within Raytheon Technologies, Binding Corporate Rules (BCR) shall apply.

Pratt and Whitney Kalisz Privacy Notice for employees and representatives of customers and suppliers can be found at <http://www.pwk.com.pl/en/privacy-policy/>

### §16. Tooling charges

Seller and Buyer agree that specific tooling acquired or manufactured by Seller to render manufacturing of goods shall remain the property of Seller unless Buyer informs Seller that it intends to buy such tooling. Seller further agrees that such tooling shall be used solely on Buyer's goods in accordance with the terms of this order. Notwithstanding the above, Buyer has a right to redeem such tooling at all times at a price to be agreed with Seller. Seller further agrees that all refurbishing, rework and maintenance costs with respect to the tooling shall be borne by Seller. It is understood between the parties that Buyer holds no obligation for such tooling.

### §17. Waste allowance

Waste allowance arising from consumption standards may be included in raw material or finished parts supplied by Buyer for the purpose of the order. If the allowance is exceeded, Seller shall purchase additional material to complete the order from Buyer at Buyer's current prices. Unused allowance shall be disposed of in accordance with Buyer's instructions.

### §18. Buyer's property

Material, tooling, equipment, models, drawings or other items furnished by Buyer to Seller or paid for by Buyer and all replacements thereof (hereinafter referred to as "Buyer's Property") shall be and remain the property of Buyer. Buyer's property shall be suitably identified and maintained in good condition by Seller, at Seller's expense, until finally disposed of in accordance with Buyer's instructions. Seller shall not use the Buyer's Property for any purpose other than performance of this order or any work for and on behalf of Buyer. Seller shall bear the risk of loss of all Property while in Seller's custody or control, including Seller's suppliers, and shall insure it in its replacement value against all loss or damage while in Seller's care, including while in the hands of carriers. Seller shall repair or replace the Buyer's Property to the extent necessary for performance of this order, however, Seller shall not substitute material from any other source or alter properties of the material without Buyer's prior written approval. Buyer shall have the right, at all reasonable times, upon prior notice, to inspect any and all Buyer's Property or goods ordered hereunder.



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## §19. Proprietary information

1. All Buyer's specifications, drawings, designs, manufacturing data and all other information that are disclosed pursuant to this order are identified as "proprietary" or "confidential" information. Such information shall remain Buyer's property, shall not be used by Seller for any other purpose than performance of this order and shall not be disclosed to third parties without Buyer's prior written consent.
2. In the event the Seller fails to respond to an order within 10 calendar days, Seller shall immediately return to Buyer any documents related to Proprietary Information received in connection herewith, including copies, duplicates made by Seller as well as records on other information carriers.
3. In the case Seller violates the obligations arising from this clause, it shall be held responsible for damage caused as a result of disclosure or lack of due protection of Proprietary Information and agrees to pay Buyer compensation up to the full value of documented damages.
4. Any works and data having economic value and developed by Seller for Buyer's needs shall become Buyer's proprietary information upon issuance.

## §20. EH&S

1. Before entering the Buyer's premises, the Buyer's employees must successfully complete training in health and safety and FOD (FOD: quality requirement for protection against foreign bodies). The training is available online. It must be completed on the Lime Access platform, which is accessible from any device with Internet access. An individual link to the training is sent via e-mail by the person inviting from Buyer to the e-mail addresses provided by the Seller. The training is valid 1 year, but not longer than January 31 of each subsequent year. Completion of the training is verified at the Buyer's reception desk and is a condition for entering the premises of the Buyer's Company. If the Seller's employees do not perform the training before arriving at the Buyer, it is possible to perform the training on a tablet in the Buyer's reception building.
2. The Seller's employees who execute any duties on the Buyer's premises agree to adhere to the health and safety policies that are in effect there and to supply their workers with the appropriate personal protective equipment, protective clothes, and protective footwear.
3. The Seller ensures that it has all the necessary permits and authorizations in the field of health and safety and environmental protection required for the execution of the order.
4. Prior to the start of the work, the Seller and Buyer project coordinators come to an agreement on a program to secure the execution of the contract/project (for example, on securing the area against unauthorized access, the requirement to stop work by Buyer employees, designating places for storing rescue equipment, how to secure hazardous work, etc.) and then Seller implements this program.
5. Before starting of any works, the Seller holds a safety meeting with workers, subcontractors and the works coordinator to discuss the hazards associated with the work and the safety measures taken.
6. Before starting work, the Seller shall provide the order coordinator with the name of his company's representative on site, a list of supervisors and the total number of people employed in the execution of the order.
7. The Seller ensures that all its employees executing the order have: current medical examinations allowing them to perform work, current health and safety training and additional qualifications necessary to perform a given type of work, and that they have been familiarized with the risk assessment for the work performed.
8. The Seller ensures that its employees have markings (e.g. clothing) that allow easy identification of the company they represent.
9. The Seller bears full responsibility for the consequences of accidents of its employees acting in the performance of the order, immediately reports to the Buyer's Health and Safety Department any accidents in the field of environmental protection and health and safety as well as all accidents that could have caused damage to property.
10. The Seller holds periodic meetings with its employees in order to discuss any accidents or incidents that occurred during the given period of order execution and informs about the manner of implementation of corrective actions taken in this connection. These meetings are attended by the order coordinator on the part of the Buyer.
11. All employees of the Seller performing work on the premises of the Buyer are absolutely obliged to wear protective glasses and protective footwear on the premises of the Buyer.
12. The Seller's employees are obliged to comply with the smoking ban applicable throughout the Buyer's premises.
13. The Seller's employees are obliged to comply with traffic regulations on the Buyer's premises.
14. The Seller's employees are obliged to comply with the Safety Cardinal Rules in force at the Buyer's premises, which include:
  - a) CONFINED SPACES: Employees must follow written procedures for entry into confined spaces.
  - b) CONTROL OF HAZARDOUS ENERGY (LOTO): Employees must follow machine/equipment specific energy control procedures to bring all forms of hazardous energy to a Zero Energy State and secure

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them prior to performing work on machines or equipment.

- c) FALL PROTECTION: Employees must use fall protection when exposed to a fall hazard (working at an elevated level of 2 meters / 6 feet or more).
  - d) HOIST AND CRANE: Employees must use appropriately rated devices and safe lifting techniques for all rigging, hoist, and crane lifted loads.
  - e) MACHINE GUARDING: Employees must use and not tamper with or disable machine / equipment guarding while operating under normal conditions.
  - f) ELECTRICAL SAFETY: Employees must be qualified and follow documented electrical safe work practices when working with or when exposed to energized electrical circuits 50 volts or more AC/DC.
  - g) POWERED INDUSTRIAL VEHICLES: Employees must not operate a powered industrial vehicle unless trained and must not use personal electronic devices while operating any powered industrial vehicle.
15. The Seller's employees will conduct training on the above-mentioned requirements of the Cardinal Rules before starting the implementation of the subject of the order. The training is part of the training required before entering the site and starting work. It is posted on the Lime Access platform.
16. The Seller shall immediately contact the order coordinator in case of doubts regarding environmental or safety issues in connection with the execution of the order.
17. Detailed rules of conduct are set out in instruction No. 57-28, an excerpt from which: "INTERNAL OHS AND ENVIRONMENTAL PROTECTION REQUIREMENTS FOR CONTRACTORS" is available at the following link: [http://www.pwk.com.pl/warunki\\_handlowe/](http://www.pwk.com.pl/warunki_handlowe/)
18. The Seller is obliged to comply with the provisions of Instruction No. 91-04: "Use of electronic equipment on PWK premises", an extract of which is available at the following link: [http://www.pwk.com.pl/warunki\\_handlowe/](http://www.pwk.com.pl/warunki_handlowe/)
19. The Buyer reserves the right to impose contractual penalties on the Seller according to the following rules:
- a) for violation of the health and safety and environmental protection rules resulting from this requirement and the rules resulting from the generally applicable regulations on health and safety by the Seller, its employees, sub-suppliers or other persons and entities with whom the Seller will cooperate in the implementation of the subject of the contract at the Buyer's premises - in the amount of PLN 1,000, PLN 00 (one thousand zlotys) for each such violation,
  - b) for each single violation of the Cardinal Rules Principles - in the amount of PLN 3,000.00 (three thousand zlotys) for each such violation.
20. The Buyer also has the right to claim damages on the general principles of the Civil Code, if the damage incurred exceeds the amount of reserved contractual penalties.
21. In the case of:
- a) imposing at least two contractual penalties for violations of the Cardinal Health and Safety rules set out in this paragraph, or
  - b) occurrence of at least one infringement resulting in serious bodily injury (within the meaning of Article 3(5) of the Act on Social Insurance for Accidents at Work and Occupational Diseases of October 30, 2002) or a fatal accident,
- the Buyer has the right to withdraw from this Order.
22. The Seller, under pain of liability for damages on a risk basis, is obliged to ensure compliance with the provisions indicated in this paragraph by its Subcontractors.

## §21. Anti-Kickback

Seller represents and warrants to Buyer that none of its officers, employees or agents provided or promised any money, gift or compensation of any kind, directly or indirectly, to Buyer or any of its employees in order to improperly obtain favorable treatment in connection with the order and that none of its officers, employees or agents have improperly accepted such inducements from its subsuppliers in connection with this order.

## §22. Code of Ethics

Supplier agrees to (i) adopt the **RTX Supplier Code of Conduct** for itself (available at

<http://www.rtx.com/Suppliers/Pages/Supplier-Code-of-Conduct.aspx>), or (ii) maintain its own code that satisfies the principles and expectations set forth in the **RTX Supplier Code of Conduct**, including:

- a) Complying at all times with applicable law, including laws prohibiting collusion, conflicts of interests, corruption, and unfair competition
- b) Refraining (directly or indirectly) at all times from offering, promising, attempting to provide, or providing:

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- ii. Any Corrupt Payment; or
  - iii. Any PW Poland employee or Government Official, any ownership or financial interest in Supplier
- c) Promptly and accurately recording in its Books and Records all transactions and expenses related to its work for Company

### **§23. Liability**

1. Seller states it holds civil liability for any actions and omissions related to performance of the order by its employees and contractors. Seller warrants it shall bear the same indemnity towards Buyer for its contractors' actions as for its own actions and omissions.
2. Seller warrants it shall indemnify Buyer against liability towards Buyer's employees and contractors. Such indemnification also covers Buyer's officers, directors and employees in the event of damage, loss of life or injury to the extent related to any works hereunder by Seller's employees or contractors. Seller shall hold civil liability for any damage, injury, disability or death caused by Seller's employees or contractors hereunder.

Seller states it holds an all-risk insurance policy covering its business whose copy shall be provided to Buyer prior to commencement hereof. Seller shall maintain the policy throughout the Order's term.

In the case of carrying out any actions at Buyer's premises, Seller shall hold third-party liability insurance with a minimum guaranteed amount of **USD 1,000,000** (one million) for any and all events.

### **§24. Trade control**

During performance hereof Seller shall comply with Buyer's trade control rules, which are available in the Internet under: <http://www.pwk.com.pl/en/conditions-of-purchase/> under the tab **General terms of trade control (ITC)**

### **§25. Final provisions**

1. Seller shall not, without Buyer's prior written consent, make any release of information concerning this order or any information related to Buyer, nor use the name of Buyer in any advertising or publicity.
2. Buyer's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law. No failure by Buyer to assert its rights shall be effective as a waiver thereof unless consented to in writing by Buyer.
3. The headings contained herein are included for convenience of reference only, are not intended to be full or accurate description of the content thereof nor do they alter the meaning or content of any paragraph hereof.
4. Invalidity, in whole or part, of any provision hereof shall not affect the validity of the remainder of such provision or any agreement resulting therefrom.
5. Performance of this order shall not be assigned by Seller, in whole or part, without Buyer's prior written consent. Seller shall not be entitled to assign its receivables to third parties or to have such receivables collected by third parties. Any assignment of the receivables hereunder by Seller without Buyer's prior written consent shall be null and void and Seller shall remain liable to Buyer for full performance of its obligations hereunder. Seller hereby consents to and agrees that Buyer may at any time assign this order or any interest hereunder to any affiliate or subsidiary or successor in interest to Raytheon Technologies Corporation (RTX) or its any affiliate or subsidiary.
6. Paragraphs 6, 7, 13, 14, 18, 19, 23 shall survive expiration or termination of this order.
7. Any disputes arising from performance hereof shall be resolved by a competent Polish court for Buyer's site. This order shall be construed, interpreted and governed by the laws of Poland without regard to conflicts of law that may require application of laws of another jurisdiction. The parties specifically disclaim application to this order of the United Nations Convention on Contracts for International Sales of Goods.
8. Except as provided otherwise in a written document executed by duly authorized representatives of Buyer and Seller, in the event of any conflict or ambiguity between the provisions of this order and/or any other document incorporated herein, such conflict or ambiguity shall be resolved by giving precedence in the following order:

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1. Any special or supplemental terms and conditions contained in any long-term agreement or other specific term agreement agreed by both parties in writing or incorporated by reference into the order;
  2. Specifications, work statements and drawings incorporated into the order;
  3. Terms entered in the order by Buyer that are specific to that order;
  4. These Terms and Conditions of Purchase;
  5. Other contract documents not described herein.
9. For the avoidance of doubt, the Parties stipulate that the services provided under this Agreement shall be performed by the Supplier on its own behalf and for its own benefit. The Supplier does not represent Buyer and is not its proxy.
10. Where this Agreement is entered into for the performance of contracts with a federal government agency of the United States, the "Flowdown of US Government Contract Clauses Under US Government" shall apply. Contracts ") and the "Flowdown Updates "documents in effect on the date of the Services. Documents provided on the "RTX Supplier Website." <https://www.rtx.com/suppliers/purchase-terms-and-conditions>
- Failure to comply with the aforementioned conditions entitled PW Poland's Company to terminate this Agreement or a single order or suspend the performance of the Agreement with immediate effect.
11. Seller hereby confirms its consent for Buyer to disclose the content of its purchase order and documents related thereto to legal entities of RTX group, including in particular the entities listed below:
- a) Hamilton Sundstrand Poland Sp. z o.o. based in Rzeszów, KRS: 0000343907, NIP: 8133606674,
  - b) HS Kalisz Sp. z o.o. based in Kalisz, KRS: 0000393899, NIP: 6182137439,
  - c) UTC AEROSPACE SYSTEMS WROCLAW Sp. z o.o. based in Wrocław, KRS: 0000268287, NIP: 7010046036,
  - d) Pratt & Whitney Tubes Sp. z o.o. based in Niepołomice, KRS: 0000230639, NIP: 6792835716,
  - e) Goodrich Aerospace Poland Sp. z o.o. based in Krosno, KRS: 0000310545, NIP: 6842540071 oraz
  - f) Pratt & Whitney Rzeszów S.A. based in Rzeszów, KRS: 0000014898, NIP: 8130267970.
  - g) HS Poland Holdings Sp. z o.o. based in Wrocław KRS: 0000268541, NIP: 7010046148,
  - h) United Technologies International Operations Inc. S.A. Branch in Poland based in Warszawa KRS: 0000177036, NIP: 5272358824,
  - i) Raytheon Polska Sp. z o.o. based in Warszawa KRS: 0000611798, NIP: 7010565687.

In addition, Buyer may disclose the content of this purchase order to its brokers, advisors, legal advisors, financial auditors and Buyer's supervisory and management.

The Seller further agrees to make the contents of this Order, together with the accompanying documents, available to other entities with which the Buyer has appropriate confidentiality agreements, whose access to the aforementioned documents is justified due to their participation in the execution of this Order.

## 12. The Parties to the purchase order are independent entities.

Declarations on the status of the entrepreneur: in accordance with Article 4c of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions Buyer declares that it has the status of a large enterprise within the meaning of this Act.

## **EH&S requirements for Suppliers – chemicals:**

1. Provide material together with the current Manufacturing Safety Data Sheet in Polish.
2. Acknowledge receipt of empty containers of hazardous chemicals.
3. Ensure the supplied chemical is registered by the manufacturer or importer in the UE "REACH" and its packaging is identified with such registration number, if any.
4. Ensure bulk and individual packaging of the chemical is identified with warning and safety signs in accordance with the Manufacturing Safety Data Sheet.

## **IT requirements for Sellers:**

1. Supplied computer hardware:
  - preferred standard of computer hardware shall comply with a currently valid configuration for RTX (information available at any time at Buyer's IT);

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- preferred operating system shall comply with RTX policy (information available at any time at Buyer's IT);
  - Seller shall provide proof of legitimacy (license certificate, invoice) for each type of software installed and supplied;
  - Seller shall specify warranty and service terms for supplied hardware;
  - Buyer does not authorize Seller to take hard disks or other data carriers used for testing and/or production purposes (within the supplied system) off-site.
2. In the case the computer/equipment is equipped with a modem or network interface card, Seller shall:
    - specify the purpose of using the modem and its preferred configuration;
    - specify the purpose of using the network interface card and its preferred configuration.
  3. Scope of authorization to supplied computer hardware:
    - Seller's employees' authorization to the hardware configuration is limited to a possibly smallest scope which enables repair of defects, setup of the configuration during commissioning etc. when such items are included in the order or contract and are detailed therein;
    - during final acceptance of equipment/project etc., Seller shall transfer all title, passwords to the systems and applications included in the service, order etc.;
    - rights of access are subject to verification by Buyer's employees (IT);
    - Seller may not have rights of a privileged user (administrator, root, etc.) on the supplied hardware during its use for production purposes.
  4. Remote connection to Buyer's computer systems is possible only upon meeting the following requirements:
    - Seller shall submit a written statement of acceptance of the Non-Disclosure Agreement terms, which is required before cooperation is started;
    - Seller represents, warrants and agrees that access to Buyer's computer systems is granted for the period not longer than the order's term;
    - Seller agrees to satisfy the export control requirements regarding transfer of data (when applicable).
    - Remote access will be granted upon getting approvals according to existing procedures.
  5. Buyer reserves a right to assess Seller's ability to satisfy RTX security policy requirements.
  6. Buyer reserves a right to deny Seller's employees access to the Buyer's IT system, modem and/or network interface card connection to an outside network, phone line etc., in the case the above requirements are not met.
  7. All products manufactured for Buyer hereunder are Buyer's property. Buyer is entitled to use, make or modify copies of the supplied Goods and/or Services.
  8. Seller warrants it has suitable titles to the tools and software used to manufacture the Goods and/or Services hereunder for Buyer.
  9. Seller shall cover any costs related to damages in the event the method of creating the Goods and/or Services infringes proprietary rights of other entities.
  10. When the agreement provides for creation and/or modification of the www service:
    - content placed on WWW site shall be protected by copyright; the copyright is owned by Buyer. Implementation and use of tools used for searching shall comply with the RTX Policy. If the tools used for searching create copies of source data, such copies shall be subject to the same protection as the source data;
    - Seller shall ensure regular update of the WWW site containing Buyer's data through an electronic interface. Buyer shall be responsible for specifying the scope of data and update frequency.
  11. All applications shall use standard tools of access authorization and control or the applications must include a functionality to ensure security and compliance with the RTX security policy including but not limited to:
    - user passwords to the computer system must be hard to guess; it is prohibited to use all kinds of dictionary words, similar words to the identifier, consecutive series of characters from the keyboard such as 123456, asdfgh, personal data (such as the date of birth), commonly known acronyms, proper names of places, etc.;
    - the passwords must consist of minimum 8 characters and must be changed every 60 days;
    - the passwords must contain special characters, upper and lower case or alphanumeric characters;
    - the passwords may not be displayed or kept in any open file (without encoding);
    - identifiers of users that have not used their account for 3 months must be blocked; after 1 year of account inactivity, they will be removed;



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- wherever applicable, RTX approved information must precede access to the system – the so-called banner (banner information is available at Buyer's IT).,
  - for accounts used to automate tasks, the required password length is 14 characters.
12. Seller shall ensure compliance of Goods and/or Services with RTX security policy.
  13. Seller shall provide a copy of the current security policy concerning data storing and processing as well as a policy of physical access to the equipment where Buyer's data are stored and/or processed. Seller shall annually provide Buyer with the current security policy and specify the plan and dates of updates.
  14. Buyer or a third party designated by Buyer shall be entitled to conduct a security audit of Seller's site without notice. In the case Buyer's data are stored in shared environment, Buyer may refer to a third party to conduct such audit. The audit may cover all facilities and equipment where Buyer's data are stored including backup of such data, and verify all necessary controls have been implemented as required by RTX security policy.
  15. It is recommended Seller segregate and store Buyer's data in separate databases accessible only to Buyer, authorized parties and Seller's employees necessary to maintain the environment.
  16. Seller shall take all efforts to prevent unauthorized access to Buyer's data.
  17. Buyer's data shall be archived throughout the term of the Agreement. The minimum requirements include incremental backup every 24 hours and full backup every 7 days. The backups shall be retained for 30 days.
  18. A failed audit of security or information protection shall be a basis to terminate the order with Seller. Buyer may indicate Seller's "weak points" whereas Seller shall within 30 days provide Buyer with a plan to remove such gaps and, when requested by Buyer, Seller shall apply provisional solutions until all gaps are removed. In the event the risks identified by Buyer are not removed within the designated timeframe or Seller refuses to remove the gaps, Buyer may terminate the order with an immediate effect.
  19. Information which is company property and is transferred through public network such as the Internet, shall be coded. The applied coding techniques shall be approved by Buyer and comply with effective laws.
  20. Seller shall ensure a suitable verification level of employees that do not report to Buyer and have access to the environment or Buyer's data and based on the audit results shall approve those employees to cooperate with Buyer. Seller shall disclose to Buyer the procedures applicable to those employees who have access to Buyer's data. Furthermore, before beginning work with use of own data carriers (such as Flash/USB memory, CDR/RW, DVDR/RW, laptop disk, etc.), Seller shall make those carriers available to Buyer's IT for verification purposes by means of Buyer approved anti-virus software.
  21. Before or upon concluding the order, Seller shall provide Buyer with a plan specifying a method of transferring to Buyer, upon completing the order's term, any data, including backup and archived data, as well as a method of permanent removal of such data from Seller's system. The plan shall provide for supplying the data to Buyer in a database compliant with Buyer's standards. Otherwise, Seller shall supply a license for applicable software to use the data transferred to Buyer.
  22. Before or upon concluding the order, Seller shall declare how it will meet Buyer's requirements regarding authorization of access to applicable goods and/or services.
  23. Seller shall notify Buyer of any attempts by third parties to obtain Buyer's information. Seller shall promptly notify Buyer of any attempt by third parties to provide Buyer's data.
  24. Seller shall update its procedures within 3 months of being notified by Buyer's IT of compliance with RTX policy in terms of information protection. The policy shall be kept updated.
  25. Seller shall be able, at Buyer's request, to ensure compliance with the following security policy requirements. Furthermore, Buyer reserves a right to assess Seller's capability to provide services and goods as required by Buyer's (RTX) data security and protection policy at each stage of the order performance:
    - Seller states that RTX security policies and practices shall be a prerequisite when performing the order;
    - Seller agrees to comply with the export control requirements;
    - Seller shall verify employees' criminal record (certificate of criminal inquiry) involved in communication with Buyer;
    - Seller shall ensure its capability to detect intrusion and attempted intrusion into computer systems;
    - Seller shall ensure user authorization for remote access to Buyer's equipment;

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- Seller confirms it is protected from malicious procedures including anti-virus software (such viruses, intrusion detection);
  - Seller confirms the systems are kept updated (automatic adjustments to operating systems and applications),
  - Seller confirms it uses secure communication channels for remote connections;
  - Seller shall ensure protections against major known forms of information system attacks;
  - Seller shall ensure physical and logic segregation of access to Buyer's/RTX information;
  - Seller shall ensure proper physical security of data storage locations in PWK (limited access to the room, fire protection, monitoring of environment parameters such as temperature, humidity),
  - Seller shall ensure corrective actions for any defects in procedure functioning in the event such defects occur.
26. Each external user shall comply with all Buyer's/RTX policies and standards. Acceptance of these General Terms & Conditions of Purchase is equivalent to full responsibility for access to/storage/processing of Buyer's data.
27. If the Seller is based in the territory of the Republic of Poland, and the goods purchased by the buyer are a dual-use product used in telecommunications or for information protection (in accordance with the Regulation of the European Parliament and of the Council (EU) 2021/821 of May 20, 2021 establishing the EU control system export, brokerage, technical assistance, transit and transfer of dual-use products), the Seller is obliged to provide the buyer with full information about the export classification of this product along with confirmation of notification in accordance with the requirements of the Act of November 29, 2000 on foreign trade in goods and technologies and services of strategic importance for the security of the state, as well as for the maintenance of international peace and information security. All necessary information must be provided to the buyer at the latest when the contract is concluded.

#### **Requirements for higher-risk services.**

As regards higher-risk services including:

1. Customs Services / International Freight Forwarding Services
2. Immigration Services
3. Services of an individual who is a current or former U.S. Government Employee (see FCP-OGC-GEC-03 Recruitment, Hiring, and/or Retention of Current and Former U.S. Government Employees).
4. Services of an individual who is a current or former non-U.S. Government Official (within the last two years) (see GCP-07 Conflicts of Interest).
5. Services of an individual who has a Family Member who is a current High Ranking Government Official (see GCP 07 Conflicts of Interest).
6. Government Incentive/Tax Advocacy
7. Travel Services in connection with Sponsored Travel
8. Any Service performed by a Service Vendor that a customer or Government Official proposed to RTX or instructed RTX to use (see GCP-35 Directed Partners, Suppliers & Subcontractors, when published).

#### **Furthermore, the following rules apply:**

- A. The Seller agrees to provide the Buyer or its authorized representative, upon reasonable notice, with sufficient access to its facilities, personnel, accounts and documentation to conduct an audit so that the Buyer is able to evaluate and verify the Agreement is complied with and bookkeeping and business practices related to works completed in favor of the Buyer are performed diligently.
- B. The Seller and its officers, directors and employees performing any activities hereunder shall:
  - a. act in absolute compliance with ethical standards and integrity and avoid any actions that may create appearances of inappropriate conduct;
  - b. refrain absolutely (directly or indirectly) and at all times from offering, promising, attempting to give or giving: (i) improper payments (as defined in RTX Supplier Code of Conduct) or (ii) any tangible or non-tangible benefits to any RTX employee or a State Official (as defined in RTX Supplier Code of Conduct);
  - c. strictly comply with applicable laws including but not limited to provisions prohibiting bribery, improper payments, corruption, conflict of interest, conspiracy or unfair competition in private and public sectors;
  - d. immediately and correctly enter in its books and register (as specified in the RTX Supplier Code of Conduct) any

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transactions and costs related to its services provided to the Buyer.

- C. Notwithstanding any other rights arising herefrom, the Buyer is entitled to terminate the Agreement and cancel any purchase order in the event of:
- the Seller's failure to comply with its obligations including violation ethical conduct provisions, common laws and the RTX Supplier Code of Conduct requirements,
  - the Seller or its directors, officers or employees becoming, for any reason whatsoever, non grata persons in the competent jurisdiction for the place of service provision or become considered as such by any public administration authority or a public official,
  - the Seller's failure to cooperate or refusal to cooperate under any regulatory proceedings or investigation carried out by the Buyer.

In the above cases the Buyer is relieved from making further payments to the Seller and is entitled to claim damages resulting from such violation.

- D. The Buyer reserves a right to terminate the Agreement and cancel any purchase order whose performance would entail infringement of regulations, laws or ethical rules applicable for the Buyer, including but not limited to compliance in international trade and prohibition of sale of goods and services to individuals and legal entities subject to international, economic, financial and other sanctions. Should it be subsequently identified that the Seller is subject to international, economic, financial and other sanctions including prohibition of sale of goods and services, the Buyer reserves a right to terminate the present agreement/purchase order without notice.
- E. Neither the Seller nor its directors, officers or employees shall, on behalf of the Buyer, directly or indirectly, authorize, direct, facilitate, approve, offer, promise, attempt to make or make any payments in regard to this Agreement/purchase order or in any way related to the Buyer's business. This prohibition shall especially apply to the following:
- payments for a building site, equipment inspections, license fees or any other compensation or damages on behalf of RTX or owed by the Buyer to any third party;
  - facilitation of payments;
  - payments made to induce any third parties (including but not limited to any Customer, Government or State Official) to act or refrain from action in any way, which (i) contribute to the Buyer or Seller obtaining or maintaining a purchase order/agreement or unfair or undue business benefits or (ii) remaining in conflict with obligations (arising from such agreement, service or related to authorities by law or otherwise) of one Third Party towards another;
  - payments made to director, officers or employees of the Buyer or its subsidiaries or any affiliates;
  - with intention or awareness that any part of such payment is intended to be paid to any natural person or entity other than a registered creditor, or used for purposes other than described in the Buyer's or Seller's records or registers.
- F. Neither the Seller nor its directors, officers or employees shall directly or indirectly authorize, direct, facilitate, approve, offer, promise, attempt to give or give any Business Gifts connected with this purchase order/ Agreement related in any way with the Buyer's business.
- G. Neither the Seller nor its directors, officers or employees shall directly or indirectly authorize, direct, facilitate, approve, offer, promise, attempt to provide or sponsor accommodation or travel, or provide or sponsor accommodation or travel in connection with this purchase order/ Agreement or in relation in any way to the Buyer's business to:
- a Buyer's director, officer or employee or its subsidiaries or
  - a third party (including, without limitation, any Customer, Government or State Official).