

General Terms and Conditions of Purchase of Waste Electrical and Electronic Equipment and Components from Such Equipment.

I. General Provisions

1. These General Terms and Conditions of Purchase of Electrical and Electronic Equipment and Components from Such Equipment (hereinafter also referred to as the General Terms and Conditions of Purchase) apply to purchase transactions made in Poland, the European Union by MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami spółka komandytowa with its registered office in Micigózd, address: 26-065 Piekoszów, Micigózd ul. Wrzosowa 60, entered in the Register of Entrepreneurs of the National Court Register kept by District Court in Kielce under National Court Register (KRS) No. 0000533700, Tax ID No. (NIP) 6572691847 and National Business Registry No. 260078130 (hereinafter referred to as MB Recycling) from the Sellers of waste electrical and electronic equipment and components from such equipment in the form of (1) electronic board, referred to in point 4 below, (2) RAM, (3) copper laminate, (4) mobile phones and (5) smartphones, (6) server power supplies, (7) computer power supplies, (8) laptops, (9) tablets, (10) PCs, (11) drives, (12) hard drives, as well as (13) processors, (14) decoders, (15) servers, (16) meters (17) switches, and (18) routers (collectively referred to as waste).
2. The Sellers shall be understood as natural persons conducting business, legal persons, organisational units that are not legal persons and which are granted legal capacity by law.
3. Each object of purchase should be complete, with removed batteries and free of hazardous and radioactive contamination, including free of hazardous, explosive, radioactive materials.
4. Electronic boards that are the subject of purchase transactions are classified according to their origin, materials used, components present, appearance, condition and are divided into groups:
 - a) **Class A electronic boards** – should have removed batteries, aluminium heat sinks, plastic processor mounts and steel components. This group includes:
 - GSM gold board (a board characterised by a large number of integrated circuits, gold tracks),
 - Telecommunications board,
 - BGA graphics expansion cards,
 - Mix expansion card sound, network, TV, lan, graphics,
 - Motherboard A old 486,463, slot 1-8,
 - Motherboard A old 462,370,423,
 - HDD board,
 - CD-ROM drives,
 - Motherboard A new (0 BGA),
 - Motherboard A new (1 BGA),
 - Motherboard A new (2 BGA),
 - Motherboard A new/mix,
 - Laptop board,
 - Tablet board,
 - Board from of old mobile phones,
 - Smartphone board,
 - LCD panel board, strips,
 - Server motherboard (dual),
 - Car computer board,
 - Server back board (backpanel),
 - Computer back board (low end backpanel);
 - b) **Class B electronic boards** – these are boards from printers, photocopiers, decoders, measuring equipment. Electronic boards of this class delivered to MB Recycling should have removed batteries, aluminium heat sinks, plastic processor mounts and steel components. Electronic boards in this class are also divided into subgroups according to their appearance and the components present, including the origin, and are divided into:
 - **Class B1 boards**, which feature a large amount of gilding,

- **Class B2 boards**, which feature little gilding and come from decoders, printers,
 - **Class B3 boards**, which feature a small number of lcs circuits and come from decoders, printers,
 - **Class B4 boards**, which are characterised by no or very few lcs circuits and come from scanners and new printers,
- c) **Class C electronic boards – these are electronic boards from TVs and display screens.** Electronic boards of this class delivered to MB Recycling should have removed batteries, steel frames, plastics, and be delivered whole, in homogeneous, unground form;
- d) **Class C2 electronic boards** – these are electronic boards from televisions and monitors with steel frames, and electronic boards which come from other devices than televisions and monitors and which cannot be classified as electronic boards not belonging to class A, B and C. Electronic boards of this class delivered to MB Recycling should have removed batteries and should be free of hazardous and radioactive contaminants.
5. The electronic and electrical devices indicated below that are the subject of purchase, each individually, should be complete and free of batteries, free of hazardous and radioactive contamination, including free of hazardous and explosive materials:
1. **Laptop/laptops,**
 2. **Mobile Phones and Smartphone,**
 3. **Tablet/tablets,**
 4. **Decoders,**
 5. **Switches, routers,**
 6. **PCs,**
 7. **Servers,**
 8. **Meters.**
6. The waste that is the subject of the purchase transactions, other than the electronic boards and devices described in point 5 above, should be complete and meet the following requirements:
- a) **Copper Laminate** – should contain min. 13% copper or have the characteristics and qualities specified in the Order,
 - b) **Complete server power supplies** – each power supply should be complete and must have the battery removed,
 - c) **Computer power supplies with cable** – each power supply should be complete and consist of a cable with CU content,
 - d) **Computer power supplies without cable** – each power supply should be complete,
 - e) **Drives** – each drive should have a PCB and have removed plastic casing or steel pockets,
 - f) **Hard drives** – each drive should have PCB,
 - g) **Ram Au** – each RAM should have removed aluminium or steel sheets,
 - h) **Ram Ag** – each RAM should have removed aluminium or steel sheets,
 - i) **Processors** – each processor should be free of aluminium heat sinks and steel sheet.
7. The waste to be purchased will be the property of the Seller and will be free from legal defects, will not be encumbered by third-party rights, and will come from legal sources. In addition, the waste will be complete, with removed batteries, and free of hazardous and radioactive contaminants, including free of hazardous, explosive, radioactive materials.
8. Deliveries containing waste will be free of hazardous, explosive, radioactive materials, locked containers. The detection by MB Recycling of contamination will be the grounds for refusal of the entire delivery and its return at the Seller's expense.
9. Unless otherwise agreed by the Parties in the content of the Order, the provisions of the General Terms and Conditions of Purchase are directly applicable to the Orders signed by MB Recycling and the Seller and are binding on the Parties as set out herein.
10. The content of the Order and the General Terms and Conditions of Purchase shall constitute the entire agreement concerning the purchase transactions concluded by and between MB Recycling and the Seller and shall take precedence over any negotiations, general terms and conditions of business, stands and regulations presented by the Seller, as well as any agreements made in this respect orally, in writing and via e-mail, text messages made available via mobile phones, including text messages sent via messengers.
11. No terms and conditions of the purchase, other than those set out in the General Terms and Conditions of Purchase and the Order, of waste electrical and electronic equipment and components from such equipment, respectively in the form of: (1) the electronic board referred to in (4) above, (2) RAM, (3) copper laminate, (4) mobile phones and (5) smartphones, (6) server power supplies, (7) computer power supplies, (8) laptops, (9) tablets, (10) PCs, (11) drives, (12) hard drives, as well as (13) processors, (14) decoders, (15) servers, (16)

meters, (17) switches, (18) routers , irrespective of the form and manner in which they are accepted and transferred, shall apply to MB Recycling unless expressly confirmed by MB Recycling in writing.

12. The General Terms and Conditions of Purchase form an integral part of the Order as an appendix thereto. In order to give effect to the General Terms and Conditions of Purchase, the General Terms and Conditions of Purchase do not require making a separate statement of will by the Parties. In the event that the General Conditions of Purchase are not attached to the Order, the Parties shall be bound by the General Terms and Conditions of Purchase as in force in the version published on the date of conclusion of the Order, at the website of MB Recycling: <https://recyclingpcb.com/> <https://mbrecycling.pl/en/recycling-of-printed-circuit-boards/> <https://mbrecycling.pl/en/certificates-and-environmental-impact-assessments/>
13. If the provisions of the General Terms and Conditions of Purchase conflict with the contents of the Order, the provisions of the Order shall take precedence over the provisions of the General Terms and Conditions of Purchase.
14. The terms and conditions of sale/purchase, that are contrary to the provisions of the General Terms and Conditions of Purchase and the content of the Order, of waste electrical and electronic equipment and components from such equipment in the form of: (1) circuit board as mentioned in point 4 above, (2) RAM, (3) copper laminate, (4) mobile phones and (5) smartphones, (6) server power supplies, (7) computer power supplies, (8) laptops, (9) tablets, (10) PCs, (11) drives, (12) hard drives, as well as (13) processors, (14) decoders, (15) servers, (16) counters, (17) switches, (18) routers, contained in documents issued or made available by the Seller, shall not be binding on MB Recycling, even if they are not rejected by MB Recycling or disputed.

II. Order

1. The Parties to the contract negotiate the terms and conditions of transactions of the purchase of waste electrical and electronic equipment, and components derived from such equipment, respectively, in the form of: (1) electronic board, (2) RAM, (3) copper laminate, (4) mobile phones and (5) smartphones, (6) server power supplies, (7) computer power supplies, (8) laptops, (9) tablets, (10) PCs, (11) drives, (12) hard drives, as well as (13) processors, (14) set-top boxes, (15) servers, (16) meters (17) switches, (18) routers.
2. Confirmation of the conclusion of a contract by the Parties is the content of the Purchase Order signed by the Parties, which sets out the basic principles of cooperation, among others: with regard to the object of the transactions, price, terms of delivery, payment deadline. The provisions of the Order reflect the arrangements previously made by the Parties.
3. The basis for the purchase of waste electrical and electronic equipment and components from such equipment, respectively in the form of: (1) electronic board, (2) RAM, (3) copper laminate, (4) mobile phones and (5) smartphones, (6) server power supplies, (7) computer power supplies, (8) laptops, (9) tablets, (10) PCs, (11) drives, (12) hard drives, as well as (13) processors, (14) decoders, (15) servers, (16) meters, (17) switches, (18) routers is an Order document signed by both Parties to the transaction, which is a contract. The Order document shall be concluded in writing.
4. In each case MB Recycling will send to the Seller by e-mail and by post or courier service the unilaterally signed content of the Order containing previously agreed terms and conditions of MB's purchase of waste electrical and electronic equipment and components from such equipment, respectively in the form of: (1) electronic board, (2) RAM, (3) copper laminate, (4) mobile phones and (5) smartphones, (6) server power supplies, (7) computer power supplies, (8) laptops, (9) tablets, (10) PCs, (11) drives, (12) hard drives, as well as (13) processors, (14) decoders, (15) servers, (16) meters, (17) switches, (18) routers. The courier service or the parcel sent by post will each time contain two identical copies of the Order signed unilaterally by MB Recycling.
5. The Seller shall, no later than 3 days from the date of delivery by email of the content of the Order unilaterally signed by MB Recycling, deliver to MB Recycling a copy of the Order signed by the Seller by email and by post or courier service. The expiry of the period referred to in the previous sentence with no required actions taken shall mean that the Seller has resigned from the cooperation and shall not be entitled to any claims for performance of the contract against MB Recycling.
6. If circumstances so require, it will be a condition of the purchase of waste electrical and electronic equipment and components from such equipment, respectively in the form of: (1) electronic board, (2) RAM, (3) copper laminate, (4) mobile phones and (5) smartphones, (6) server power supplies, (7) computer power supplies, (8) laptops, (9) tablets, (10) PCs, (11) drives, (12) hard drives, as well as (13) processors, (14) decoders, (15) servers, (16) meters, (17) switches, (18) routers that the Parties sign a contract, pursuant to Art. 18(2) of Regulation (EC) No. 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments

of waste, which contract shall be concluded no later than 3 days prior to the date of commencement of shipments, respectively in the form of: (1) electronic board, (2) RAM, (3) copper laminate, (4) mobile phones and (5) smartphones, (6) server power supplies, (7) computer power supplies, (8) laptops, (9) tablets, (10) PCs, (11) drives, (12) hard drives, as well as (13) processors, (14) decoders, (15) servers, (16) meters, (17) switches, (18) routers. The provisions of points 4 and 5 above shall apply accordingly.

7. Depending on the content of the Order, the contract shall be deemed to have been concluded on the date of the last of the signatures of the Parties to the sale transaction, in which the Parties shall indicate the date of signature. In the absence of an indication of the date of signature by one of the Parties, the date indicated by the other Party in the content of the Order shall be deemed to be the date of conclusion of the contract.

III. Terms of payment, invoicing

1. The prices stated in the Order are inclusive of all taxes, margins, insurance and any other costs incurred by the Seller.
2. Unless otherwise stated in the Order, the price also includes the costs of delivery of the waste, accordingly in the form of: (1) electronic board, (2) RAM, (3) copper laminate, (4) mobile phones and (5) smartphones, (6) server power supplies, (7) computer power supplies, (8) laptops, (9) tablets, (10) PCs, (11) drives, (12) hard drives, as well as (13) processors, (14) decoders, (15) servers, (16) meters, (17) switches, (18) routers to the location specified in the Order. The price is set on the delivery terms of DDP Destination, according to Incoterms 2020.
3. After delivery and verification of the delivery by MB Recycling, the Seller is entitled to issue a VAT invoice.
4. VAT invoices should, depending on their content, have the number and date of the Order and its abbreviated subject or the date of the Order.
5. The price shall be payable on the basis of a correctly issued invoice by the Seller after the following conditions have been jointly fulfilled (1) MB Recycling's acceptance of the object of the purchase and (2) MB Recycling's inspection of the object of the purchase without reservations, in particular as to its condition, quality. Where copper laminate waste is the object of the purchase, an additional condition for invoicing is receipt from MB Recycling of the Copper content results for the batch of waste in the form of copper laminate.
6. In the event that MB Recycling makes reservations about the object of the purchase, which are accepted by the Seller, a new price for such delivery and its payment date shall be determined by a separate agreement between the Parties.
7. The basis for the Seller's invoice is a goods received note and, as the case may be, an entry in the Waste Database system. The goods received note will be sent to the Seller by email no later than 5 days after receipt of the delivery.
8. The price includes value added tax (VAT) at the rate in accordance with the applicable legislation.
9. Receivables resulting from correctly issued invoices, accompanied by a set of documents, i.e. a weight receipt, a goods delivered note, a goods received note and a waste transfer card (KPO) issued, approved in the Waste Database system, unless the transaction takes place in accordance with the provisions of Article 18 of Regulation (EC) No. 1013/2006 of 14 June 2006 on shipments of waste, shall be payable by the deadline indicated in the Order, counting from the date of delivery of a correctly issued invoice. However, if the object of the purchase is waste in the form of copper laminate, in addition to the documents indicated in the previous sentence, a result of the test of the copper content of the waste will be required.
10. The date of payment shall be the date on which MB Recycling's bank account is debited.
11. Payment of the price will be made by bank transfer to the account indicated on the Seller's invoice.
12. The Seller will send invoices in electronic form to email address: faktury@elektrycznesmieci.pl, to which MB Recycling agrees, according to the content of art.106n(1) of the Act on Tax on Goods and Services of 11 March 2004. The receipt of an email on MB Recycling's server shall be deemed to be the delivery of an invoice.
13. In the case of Sellers with their registered office in Poland, the Seller shall be obliged to indicate on the VAT invoice the account number disclosed in the list of entities registered as VAT payers, not registered and crossed out from and restored to the VAT register kept by Head of the National Revenue Administration (hereinafter referred to as the White List).
14. In the event of a discrepancy between the account indicated on the invoice and the account indicated on the White List, MB Recycling will be entitled to make payment to the account indicated on the White List as the Seller's account.
15. Payment to the account indicated on the White List as the Seller's account shall result in termination of MB Recycling's obligation towards the Seller.
16. If the Seller's bank account is not disclosed on the White List, MB Recycling will be entitled to pay the

- remuneration to the account indicated on the invoice, however, with simultaneous fulfilment of the obligations arising out of the laws, including notification of the criminal and fiscal administration authorities.
17. Transfer of all or part of the rights and/or obligations resulting from the Order by the Seller to a third party, including the transfer of receivables arising from the Order to a third party, requires MB Recycling's consent, given in writing under pain of nullity.
 18. In the event that the Seller has received an advance payment of the price and the transaction has not been completed for whatever reason, the Seller shall be obliged to return the advance payment no later than 7 days after receiving a demand from MB Recycling to this effect.

IV. Delivery, transport and delivery time

1. The Seller is obliged to carry out deliveries of waste, respectively in the form of: (1) electronic board, (2) RAM, (3) copper laminate, (4) mobile phones and (5) smartphones, (6) server power supplies, (7) computer power supplies, (8) laptops, (9) tablets, (10) PCs, (11) drives, (12) hard drives, as well as (13) processors, (14) decoders, (15) servers, (16) meters, (17) switches, (18) routers in accordance with the applicable laws and the content of the Order signed by the Parties.
2. Waste, respectively in the form of: (1) electronic board, (2) RAM, (3) copper laminate, (4) mobile phones and (5) smartphones, (6) server power supplies, (7) computer power supplies, (8) laptops, (9) tablets, (10) PCs, (11) drives, (12) hard drives, as well as (13) processors, (14) decoders, (15) servers, (16) meters, (17) switches, (18) routers shall be delivered to the place specified in the Order, at the Seller's expense, unless the provisions of the Order expressly provide otherwise.
3. Collection by MB Recycling of purchased waste will take place during the operating hours of the Plants of MB Recycling on working days from Monday to Friday, save for public holidays, from 07:00am to 03:00pm.
4. MB Recycling shall not be held liable for damage to the means of transport used to deliver the purchased goods, which is caused during unloading for reasons attributable to the Seller or a third party used by the Seller, in particular due to incorrect loading and positioning of the object of the purchase. Furthermore, MB Recycling is not responsible for any damage or faults caused by the movement of the means of transport on the premises of MB Recycling.
5. The Seller is always obliged before the scheduled date of delivery of waste, respectively in the form of: (1) electronic board, (2) RAM, (3) copper laminate, (4) mobile phones and (5) smartphones, (6) server power supplies, (7) computer power supplies, (8) laptops, (9) tablets, (10) PCs, (11) drives, (12) hard drives, as well as (13) processors, (14) decoders, (15) servers, (16) meters, (17) switches, (18) routers that are the object of the purchase, to notify about the delivery by email at least 2 days before the scheduled date of delivery. The notification will include information on the quantity, type of waste, delivery date along with the planned delivery time. In addition, depending on the situation, the Seller is obliged to provide the data required by the SENT (System for Electronic Surveillance of Transport) register, to make a notification so that the transport of waste can take place in accordance with the applicable legislation.
6. The final weight and quality class of the waste delivered by the Seller will be determined based on the weight and class indicated by MB Recycling. MB Recycling undertakes to inform the Seller by electronic mail of the weight of the received object of the purchase, no later than 5 working days from the day of weighing. The obligation on MB Recycling to provide information on weight is deemed to be satisfied by indicating the weight on a goods received note or in the Waste Database system, i.e. the Database of Waste Products, Packaging and Management.
7. The weight of the waste that is the subject of the purchase transaction is determined by the legalised measuring equipment located at the premises of the Facilities of MB Recycling.
8. The delivery of waste, which will take place exclusively in Poland, will be documented respectively by (1) a goods delivered note, which should contain the quantity, type including class, and (2) a Waste Transfer Note issued in the Waste Database system. In the event that the delivery takes place from a country other than Poland, each delivery must be accompanied, in addition to a goods delivered note, by a document specified in Annex VII to Regulation (EC) No. 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste.
9. MB Recycling accepts the delivery of waste with a tolerance of +/- 1% of the quantity specified in the Order.
10. The delivery date is specified in the Order and means the date on which the waste is delivered, accordingly in the form of: (1) electronic board, (2) RAM, (3) copper laminate, (4) mobile phones and (5) smartphones, (6) server power supplies, (7) computer power supplies, (8) laptops, (9) tablets, (10) PCs, (11) drives, (12) hard drives, as well as (13) processors, (14) decoders, (15) servers, (16) meters, (17) switches, (18) routers to the delivery location indicated in the Order.

11. If the delivery date is at risk, the Seller is obliged to inform MB Recycling in writing or by email of the expected period of delay and the reasons for it.
12. In the event of non-performance or delay of delivery by the Seller, MB Recycling may impose on the Seller a contractual penalty of 10% of the value of the Order.
13. The ownership right to the waste that is the object of the purchase shall pass to MB Recycling as soon as MB Recycling collected this waste without reservations. If MB Recycling makes reservations about the object of purchase and the Seller recognises the objections, ownership shall pass to MB Recycling as from the date on which the Parties agree on a new price for the disputed object of purchase.
14. The Seller acknowledges and accepts the fact that MB Recycling is entitled to submit a declaration on price reduction in a situation when the object of sale has defects, in particular it contains contamination, does not have the characteristics, properties and quality specified in the Order. The reduced price shall be in such proportion to the Order price as the proportion of the value of the waste with the defect to the value of the waste without the defect.
15. In the event that the Seller fails to perform or improperly performs the provisions of the Order, in particular delivers waste not in accordance with the content of the Order, MB Recycling is entitled, within 30 days from the date of discovery of the breach, to withdraw from the Order in whole or in part with effect for the future.
16. Notwithstanding the above right, MB Recycling shall have the right to terminate the Order with immediate effect in the event that it has a reasonable suspicion that the Seller will not be able to properly fulfil its contractual obligations, whose content is specified in the Order.

V. Verification of delivery

1. In each case on the day of delivery and no later than 5 working days from the date of delivery of the waste by the Seller, MB Recycling is entitled to verify the object of purchase, in particular with regard to its appearance, contents, quantity, quality, condition, manner of preparation for transport.
2. If the verification referred to in point 1 above, performed by MB Recycling, shows that the object of the delivery does not meet the requirements, parameters set out in the Order, in particular in terms of type or quality, condition, MB Recycling shall submit to the Seller, not later than within 2 days from the date of the verification, via email, a written protocol in which it shall indicate the irregularities found, including providing the Seller with photos of the delivered waste and its form.
3. The Seller is entitled to inspect the disputed delivery in person within 5 days of MB Recycling sending a scan of the verification report by electronic mail.
4. If, within 7 days of MB Recycling sending a protocol documenting the irregularities found, MB Recycling and the Seller fail to agree on a new price for the disputed delivery, the Seller shall be obliged to take back the disputed delivery at its own cost, no later than within 3 days from the last day on which the Parties should agree on a new price for the disputed delivery.
5. In the event that the Seller is in delay with collecting the delivery of waste disputed by MB Recycling, MB Recycling is entitled to impose a contractual penalty on the Seller in the amount of PLN 300 for each day of the delay. A delay of more than 14 days by the Seller in collecting the disputed delivery shall mean that the Seller has surrendered ownership of the disputed waste in favour of MB Recycling without compensation. In this case MB Recycling shall be entitled to manage the delivered waste at its own expense, and any income from the management received by MB Recycling shall be the property of MB Recycling.
6. The basis for issuing a VAT invoice by the Seller is a goods received note and an entry in the Waste Database system, unless the transaction takes place in accordance with the provisions in Article 18 of Regulation (EC) No. 1013/2006 of 14 June 2006 on shipments of waste. The goods received note will be sent by MB Recycling to the Seller via electronic mail no later than within 7 days from the date of collection of the delivery, provided that MB Recycling's verification of the waste delivery in question in accordance with the provisions indicated above does not reveal any irregularities.
7. In the case of copper laminate waste whose purchase price will be determined by the actual copper content, sampling and determination of the moisture content of a given waste batch delivered to MB Recycling will be carried out at the Plant of MB Recycling.
8. The Seller shall be entitled to participate in the activities referred to in point 7 above, where MB Recycling shall inform the Seller of the date on which these activities are to be carried out, either by electronic mail or through messengers jointly used by the Seller and MB Recycling, including text messages. Sampling activities and determination of the moisture content of a given batch of copper laminate waste delivered to MB Recycling will take place no later than 2 days from the date of delivery to MB Recycling. The absence of the Seller during the activities referred to in point 7 shall be in any event deemed a waiver of the right thereto.

9. The Seller will divide a sample of each delivered batch of copper laminate waste that will be used to determine the actual copper content into four equal parts, one of which MB Recycling retains, one of which is sent to the Seller, one of which is retained for evidence if the result is disputed, and one spare.
10. The result of MB Recycling's analysis of the copper content (carried out in a certified third-party laboratory) in the copper laminate waste purchased by MB Recycling is the exclusive basis, which cannot be disputed on any account or in any scope, for determining the price of the copper laminate waste purchased by MB Recycling.

VI. Confidentiality

1. Any and all information obtained by the Seller in the course of negotiations and in connection with fulfilment of the Order, including in particular commercial, technical and organisational information, data contained in Annex VII to Regulation (EC) No. 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste, data concerning consignees of MB Recycling, know-how, procedures constitute Confidential Information and will not be made available to third parties.
2. Information that:
 - a) were known to the Seller prior to their receipt from MB Recycling, and their disclosure does not constitute a breach of any law or any contractual obligation on the part of the Seller or the third party who disclosed the information to the Seller;
 - b) were available to the public prior to receiving them from MB Recycling or have been disclosed to the public by a third party, provided that the disclosure of this information by the third party was made without breach of the confidentiality obligation under the laws and contractual obligations, shall not constitute Confidential Information.
3. Confidential Information can be disclosed by the Seller only to:
 - a) to persons to whom such information is necessary for the performance of activities undertaken in connection with the fulfilment of the Order and solely for the purpose of performing such activities,
 - b) to entities entitled to receive Confidential Information under applicable law (including cases where the obligation to disclose is based on a mandatory provision of law, a decision of the court or a decision of other authorised authority).
4. The seller undertakes:
 - a) to use Confidential Information only to the extent required for the performance of activities undertaken in connection with the fulfilment of the Order,
 - b) not to copy or reproduce Confidential Information except to the extent necessary to carry out the Order,
 - c) except as otherwise provided in the General Terms and Conditions of Purchase, not to disclose Confidential Information to any third party,
 - d) to protect Confidential Information against unauthorised third parties in a manner that ensures the security of such information and their adequate protection against unauthorised disclosure, copying, use or abuse,
 - e) to maintain the confidentiality of Confidential Information during the period of performance of the Order and for the period of 2 years after its performance.

VII. Applicable law and jurisdiction

1. The Order and the General Terms and Conditions of Purchase are subject to and shall be interpreted in accordance with the Polish law.
2. The application of the United Nations Convention on the International Sale of Goods and the Convention on the Limitation Period in the International Sale of Goods shall be excluded.
3. The competent court for the settlement of any disputes between the Seller and MB Recycling shall be the common court of jurisdiction for the registered office of MB Recycling.
4. If the Order is concluded in Polish and English, the Polish version shall prevail.

VIII. Personal data

1. The Seller undertakes to provide its representatives and persons employed by it (irrespective of the legal basis of employment, e.g. civil-law contracts), whose personal data will be disclosed to MB Recycling as data

controller in connection with the conclusion and fulfilment of the Order, with the information known to the Seller indicated in Article 14 of the Regulation of the European Parliament and of the Council (EU) 2016/679 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

2. In order to perform the obligation referred to in point 1 above, the Seller shall promptly, but not later than within 7 days from the date of conclusion of the Order, provide all persons referred to in point 1 with the information specified in Appendix No. 1 to the General Terms and Conditions of Purchase.

IX. Infringements of law

1. The Seller acknowledges and accepts that MB Recycling recognises that any action leading to the transfer of any form of financial benefit to MB Recycling's employees, associates or persons associated with them is considered by MB Recycling as a breach of the standards of fair business cooperation and, as a consequence, may constitute independent grounds for withdrawal from the Order in whole or in part.
2. The Seller warrants and undertakes that within the framework of the Order and any transaction related to the Order, none of its owners or other entities having a financial interest in connection with the Seller's business, directors, employees, as well as persons acting for and on behalf of the Seller, will promise, offer or grant for the purpose intended any undue advantage (including, among others, valuable gifts), directly or indirectly, to any employees, associates, officers of MB Recycling, or their relatives or any other entities belonging to the MB Recycling Group.
3. In the case of a breach of the provisions of point 2 above by the Seller or a third party acting on its behalf or for its benefit, MB Recycling is entitled to withdraw from the entire Order or its part within 30 days of becoming aware of the breach.

X. Final provisions

1. These General Terms and Conditions of Purchase may be unilaterally amended by MB Recycling at any time without stating any reason, however any amendments to the General Terms and Conditions of Purchase shall not have effect in relation to Orders already initiated by the appending of signatures of both the Seller and MB Recycling under the content of the Order – the provisions of the General Terms and Conditions of Purchase in force on the date the Parties sign the Order shall apply to such contracts.
2. The general terms and conditions of purchase apply from 01.12.2023

Appendix no. 1 to the General Terms and Conditions of Purchase of Waste Electrical and Electronic Equipment and Components from Such Equipment

Information clause of MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa

NECESSARY INFORMATION ON DATA PROCESSING FOR THE PARTY

1. In connection with the conclusion of the Order, MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa (hereinafter also referred to as the Controller) hereby provides information necessary to fulfil, on behalf of MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa, the information obligation towards persons indicated (among others in the Order) for contact / carrying out the Order.
2. In connection with conclusion of an Order with the Seller (i.e. a natural person conducting business activity, legal person, or organisational unit with whom the Controller establishes cooperation as regards waste purchase and concludes an Order constituting a contract for that purpose), the controller of the data of the persons indicated in the beginning and the persons indicated for contact/fulfilment of the Order is MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa with its registered office in the village of Micigózd address: 26-065 Piekoszów, Micigózd ul. Wrzosowa 60, entered in the Register of Entrepreneurs kept by District Court in Kielce, X Commercial Division of the National Court Register under KRS number: 0000533700, holding Tax ID No. (NIP): 657-26-91-847, National Business Registry No.: 2600781302.
3. MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa has received the data of the persons indicated in the beginning and the persons indicated

(among others in the content of the Order) for its fulfilment or contact from the Seller. The data of the said persons (such as name, position, phone number, email address and in certain situations the name of the business activity) is processed by MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa for the legitimate purpose of the controller. Personal data will only be processed for the purpose of fulfilling the Order concluded between its parties, possibly for the defence against or assertion of legal claims.

4. The provision of personal data of your representatives is a legal and contractual requirement. The consequence of failing to provide personal data is that the Order cannot be carried out.
5. Your personal data will be processed by MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa during the term of the Order and after its completion for the period necessary for tax settlements or the expiry of claims.
6. Personal data may be transferred to authorised bodies, including Tax Offices, in order to fulfil the obligations incumbent on MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa. Access to the data on the basis of relevant agreements may also have entities, and their authorised employees, associates, providing ICT solutions, as well as entity and persons providing security services, auditing entities, entities providing postal, accounting and courier services, legal services including transport companies and other entities of the Group of MB Recycling spółka z ograniczoną odpowiedzialnością Przedsiębiorstwo Gospodarki Odpadami Spółka komandytowa.
7. Data will not be transferred to third countries, i.e. outside the European Economic Area.
8. Your personal data will not be processed by automated means (including profiling) in such a way that as a result of such automated processing any decision could be made or that any other legal consequences could occur or that your data would otherwise be materially affected.
9. The person whose data is processed by the Controller has the right to request access to the data, rectification, i.e. correction, erasure or restriction of the processing and to object to the processing, as well as the right to data portability. More information on the rights of data subjects is available in Articles 12-23 of Regulation (EU) 2016/679 of the European Parliament and of the Council 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, the text of which can be found at: <https://eur-lex.europa.eu/legal-content/PL/TXT/?uri=CELEX%3A32016R0679>. In addition, you have the right to lodge a complaint with the supervisory authority, i.e. President of the Office for the Protection of Personal Data – more information: <https://uodo.gov.pl/pl/83/155>