

GENERAL TERMS AND CONDITIONS FOR GOODS AND SERVICES

MABUCHI MOTOR POLAND SP. Z O.O.

1. These General Terms and Conditions (as hereinafter defined) apply to all orders placed by Mabuchi Motor Poland Sp. z o.o. (hereinafter referred to as "PLM") and contracts of sale, delivery or Service provided to Mabuchi Motor Poland sp. z o.o. (LLC), which are concluded with entrepreneurs hereinafter referred to as the "Seller", respectively.
2. These General Terms and Conditions are available in both English and Polish language versions.
3. In the event of any discrepancies between Polish and English language versions, the Polish text shall take precedence.
4. Unless PLM, the ordering party, and the Seller agreed otherwise in writing, the use of any Seller contract templates for orders and contracts concluded between PLM and the Seller is excluded.
5. In the event of discrepancies between these General Terms and Conditions and the Agreement concluded by the Parties or the placed Order, the terms of the Agreement or the Order agreed by the Parties shall prevail.
6. These General Terms and Conditions apply to all orders, legal relationships and agreements under which the Seller delivers goods and/or service of whatever kind to PLM. The term "Agreement" in these General Terms and Conditions means these General Terms and Conditions and any agreement, that is concluded between PLM and the Seller, to which these General Terms and Conditions apply, subject to the provision of the preceding paragraph. Deviations from and additions to these General Terms and Conditions are only valid if they have been agreed expressly and in writing by the parties specifically referencing the article in question of these General Terms and Conditions.

Definitions:

"**General Terms and Conditions**" or "**GTC**" means these General Terms and Conditions for Goods and Services for Mabuchi Motor Poland sp. z o.o. constituting an integral part of all orders and contracts placed and concluded by Mabuchi Motor Poland sp.z o.o.

"**PLM**" means Mabuchi Motor Poland sp. Z o.o. with its registered in Bochnia at ul. Adolfa Mityery 14, (32-700 Bochnia) entered into the register of entrepreneurs kept by the District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division, under the National Court Register KRS

number: 0000656716, Tax Identification number: 6762519867, Business Registration Number: 366266970, Waste Database number 000086248, share capital / capital paid in: PLN 204,101,700.00.

"**Seller**" means a domestic or foreign entrepreneur who is a seller or supplier of Goods or Service to PLM.

"**Party / Parties**" means PLM or Seller or both Parties together.

"**Order**" means an order for Goods or Service placed by PLM, to which these General Terms and Conditions are attached. Acceptance of the Order together with these General Terms and Conditions by the Seller results in the conclusion of the Agreement.

"**Agreement**" has a meaning defined in the paragraph 6 of the preamble.

"**Goods**" means all goods, including machines, devices and other, together with design documentation, instructions and assembly diagrams, warranty conditions, the sale and delivery of which is the subject of the Agreement.

"**Service**" means services provided as a part of the sale and delivery of the Goods in connection with the need to assemble, install, servicing training or current servicing or preparation for use by PLM or other separate services constituting the subject of the concluded contract or order.

"**Working Days**" means weekdays from Monday to Friday, excluding public holidays in Poland.

"**Delivered goods**" means parts, semi-finished products, products and other items shipped to the Seller by PLM or its related entities to achieve the purpose of production, processing, assembly, inspection, repair or other similar operations.

"**Test Tools & Equipment**" or "**Equipment**" means all measuring, checking and testing instruments and appliances, tools, equipment, specifications, standards, drawings, samples and other goods shipped by PLM to the Seller exclusively for the purposes of performing the Service under the Agreement or the Order or for the purpose of proper conducting the inspection of the Goods or Service without any additional remuneration.

"**Quality Check Period**" means the period of hire of Test Tools & Equipment.

ARTICLE I TERMS FOR CONCLUDING CONTRACT

1. The conclusion of the contract between PLM and the Seller takes place in written form, including the acceptance by the Seller of the Order sent by PLM along with these General Terms and Conditions.
2. Unless the Order stipulates otherwise, the Order is accepted by sending a copy of the Order signed by persons authorized to act on behalf of the Seller by mail or by e-mail.
3. The Seller shall provide PLM with a written acceptance of the Order within 48 hours.
4. In case of any doubt, it is also understood that the Seller's commencement of processing the PLM order is equal to full acceptance by the Seller of both the terms of the Order and the GTC.
5. Acceptance of the Order means acceptance of all changes and additions to the Seller's offer introduced by PLM and means the conclusion of the Agreement on the terms contained in the Order and the GTC.
6. The Seller declares that the person confirming the acceptance of the Order is authorized to act on behalf of the Seller.
7. When trading with PLM, the Seller shall submit to PLM such information on the Seller as PLM judges necessary for transaction with PLM as well as the latest financial statement.

ARTICLE II NOTIFICATIONS AND DECLARATION

1. By accepting the GTC the Seller declares and ensures that:
 - a. as part of the business, they deal professionally with the sale and delivery of Goods or the provision of Service constituting the subject of the Agreement or Order, and have the licenses and permits required by law necessary to conduct business and perform the Agreement or Order, have the experience and qualifications necessary for the proper performance of the Agreement or Order,
 - b. it has a valid insurance policy for civil liability in the scope of conducted business activity, including product liability, and will maintain insurance cover for at least 3 years from the date of receipt of the delivery or performance of the Service. The Seller's liability for damages caused in connection with the performance of the Agreement is not limited by the amount of the sum insured.
 - c. It is an active VAT taxpayer and as of the date of conclusion of the Agreement is not in arrears with the payment of tax liabilities and social security

contributions, and no court proceedings have been instituted against them for payment, enforcement, bankruptcy or liquidation proceedings, and to the best of their knowledge, there are no premises justifying institution of such proceedings.

2. The Seller warrants that the information provided with regard to its economic and financial situation as well as in reference to its non-financial performance indicators according is accurate, complete and – with regard to any date referred to in the documentation or information – current and fairly represents its actual economic, financial and non-financial condition. Seller warrants that all financial statements of Seller have been/are prepared in accordance with accounting principles generally accepted in its jurisdiction.
3. The Seller warrants that at the time of the conclusion of the Agreement it has not filed an application for the institution of insolvency proceedings, and that there is no indication that such proceedings are likely to be instituted.
4. The Seller further warrants that there is no indication that it is insolvent or over-indebted or is facing impending insolvency or over-indebtedness, which would provide grounds for the institution of insolvency proceedings. The Seller further warrants that it has not ceased making payments, either permanently or temporarily, or entered into negotiations with creditors for an out-of-court settlement or a deferment of payment in order to avert its inability to pay triggering the commencement of insolvency proceedings.

ARTICLE III TERMS FOR CONTRACT EXECUTION

1. Unless otherwise specified in the Agreement or the Order, the delivery of Goods is carried out in accordance with the DAP (Delivery at Place) rule according to INCOTERMS®2020 to the location of PLM or to the location indicated in the Order.
2. The Seller will deliver all ordered Goods ("Ordered Goods") or perform the Service within the time specified in the Agreement or in the Order.
3. The performance of the delivery before the agreed date or the change of the delivery date agreed in the Agreement or the Order requires prior written consent of PLM, sent in the form of an e-mail or letter on pain of invalidity.
4. The Seller will immediately inform PLM about any situation that may affect the timely delivery of the Goods or the performance of the Service. However, the above information does not release the Seller from the obligations specified in the Agreement or the Order.

5. The delivered Goods should be packed and secured in accordance with the PLM specification regarding the packaging method, and if there is no such specification, it should be packed and secured during transport in a manner corresponding to the properties of the Goods, ensuring protection against damage or deterioration of the Goods during transport.
6. The Seller should provide the following documents with the Goods:
 - a. VAT invoice
 - b. a shipping specification with the number, weight, dimensions and contents of the packages,
 - c. complete technical documentation necessary for the proper assembly of the Goods, manual instructions for use, correct start-up, operation and maintenance, including, among others, construction drawings and assembly drawings, technical specification, inspection documents, etc.
 - d. material approvals, certificates of analysis, tests and admission to trading required by legal provisions in force in Poland and the European Union,
 - e. warranty cards and warranty terms and conditions
7. The delivery date is understood as the date of delivery of the Goods to PLM at the location specified in the Agreement or the Order and confirmation of this fact by PLM with the delivery and acceptance protocol or a document confirming the actual release of the Goods.
8. Partial deliveries, unless otherwise provided in the Agreement or Order, require prior written consent of PLM. In the case of partial deliveries, unless otherwise stipulated in the Agreement or Order, the delivery date will be the date of execution, i.e. the transfer of the last partial delivery to PLM.
9. The Goods will not be considered delivered unless all documents necessary for the shipment together with the required documentation and certificates are delivered to PLM in the manner agreed in the Agreement or the Order in such a way that it is possible to read their content or if the manner of securing and the Goods packaging complies with the PLM specification or corresponds to the properties of the Goods
10. Unless otherwise stated in the Agreement or the Order, in the case of imported Goods, the Seller is responsible for the release of the Goods in the customs territory of the European Union, in accordance with the applicable regulations, and for presentation of documents confirming customs clearance, payment of customs duty and import VAT upon PLM's request.
11. Unless otherwise stated in the Agreement or in the Order, in the case of delivery of the Goods from the territory of the European Union, the Seller is obliged to fulfil all the requirements resulting from the provisions

of the law of the European Union, in particular in the field of INTRASTAT, VAT and excise duty.

12. If the delivery of the Goods or the performance of the Service is related to the Seller's access to the PLM plant, the Seller undertakes to comply with the internal PLM regulations, in particular in the field of occupational health and safety and fire protection in force at the Mabuchi Motor Poland sp.z o.o. production plant.

ARTICLE IV GOODS ACCEPTANCE AND CHECK

1. Unless otherwise agreed in the Agreement or in the Order, the Goods should be checked by PLM in accordance with internal regulations within 30 days from the date of delivery, unless, due to the quantity or purpose of the Goods and the need to store them in the packaging, the receipt and inspection of the Goods will be carried out at a later date specified in Order or Agreement.
2. The delivery and acceptance report or the document confirming the delivery of the Goods will be prepared based on the receipt of the Goods.
3. If the quality check of the Goods carried out by PLM shows that the delivered goods do not meet the quality standards and requirements specified in the Agreement or Order, PLM will immediately notify the Seller about the fact and is entitled, at its own discretion, to request replacement of the defective goods with goods meeting quality standards or a reduction of the purchase price
4. In the case referred to in paragraph 3 above, the Seller, as requested by PLM, is obliged to deliver, at own expense and within the time indicated by PLM, in place of the Goods that do not meet the above-mentioned requirements, the same quantity of goods corresponding to the PLM quality norms and standards, or to reduce the purchase price.
5. If the Seller fails to fulfil the obligations arising from Sec. 4 above, PLM has the right to withdraw from the Agreement or Order in whole or in part- regarding the delivery that does not meet the quality requirements.
6. The Seller is responsible for the completeness of the delivery of the Goods in accordance with the shipping specification and the invoice attached to the Goods. In case of quantity shortages, the Seller is obliged, at its own cost and risk, to deliver the missing quantities to the PLM warehouse or other location indicated by PLM. The Seller's performance of a supplementary delivery does not exclude PLM's rights under ARTICLE XI.
7. Failure to submit claims for defects in the Goods in the delivery and acceptance protocol or the document confirming the delivery of the Goods will not prevent them from being reported later, if these defects are detected while examining the Goods by PLM.

8. Unless otherwise agreed, the ownership of the Goods and the risk of accidental loss or damage shall be transferred to PLM upon receipt of the Ordered Goods. Unless the Agreement or Order provide otherwise, if the subject of the Agreement or Order includes the delivery of machines or devices, the risk related to their accidental loss or damage shall be transferred to PLM upon completion of the assembly of the devices and the first start-up confirmed by signing the acceptance protocol.
9. In case it is required by PLM's quality standards, PLM will provide the Seller with Test Tools & Equipment.
10. Test Tools & Equipment shall at all times remain the property of PLM, and the Seller shall have no right, title or interest in or to Test Tools & Equipment.

The Seller shall give PLM immediate notice in the event The Test Tools & Equipment is lost, stolen or damaged as a result of the Seller's possession or use of Test Tools & Equipment or if there is a claim or, for any reason, a threat of seizure of Test Tools & Equipment.

The risk of loss, theft, damage or destruction of Test Tools & Equipment shall pass to the Seller on handover of Test Tools & Equipment to the Seller. Test Tools & Equipment shall remain at the sole risk of the Seller during the test with the Equipment ("Test") and any further term during which the Equipment is in the possession, custody or control of the Seller ("Risk Period") until such time as the Test Tools & Equipment is returned to PLM.

11. The Seller represents and acknowledges that it has requisite knowledge and experience to operate Test Tools & Equipment.
12. The Seller shall during the term of the Agreement:
 - (a) at its expense and at all times during the Test, keep and maintain Test Tools & Equipment in good and substantial repair, condition and appearance in order to keep it in as good an operating condition as it was on the commencement date of the Agreement (fair wear and tear only accepted);
 - (b) use all Test Tools & Equipment only for the purposes for which it was designed and operate in a careful, prudent manner and in accordance with the instructions for use;
 - (c) comply with all laws, regulations, rules or ordinances of lawfully constituted authorities relating to the possession, use, storage and transport of Test Tools & Equipment;

- (d) maintain effective control of Test Tools & Equipment and keep Test Tools & Equipment in a secure and suitable environment when not in use;
- (e) ensure that the Equipment is operated only by suitably competent persons, duly instructed on its safe operation in accordance with manufacturer's operating manuals, instructions and safety warnings;
- (f) (where applicable) obtain any required licenses or other authorizations necessary for export, re-export and the return of the Equipment;
- (g) ensure that no unauthorized transfers or diversions of Test Tools & Equipment occurs;
- (h) not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon Test Tools & Equipment or any warnings or documentation thereon;
- (i) not copy or reproduce in any way or manner Test Tools & Equipment or any part or component of Test Tools & Equipment;
- (j) not perform, or allow any person to perform, any work in or upon or make modifications, changes, alterations or repairs to Test Tools & Equipment other than routine daily maintenance;
- (k) allow PLM or its representatives to inspect the Equipment at all reasonable times and for such purpose to enter upon the site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspections;
- (l) keep Test Tools & Equipment free from any liens, claims, charges and encumbrances during the Test;
- (m) keep PLM fully informed of all material matters relating to Test Tools & Equipment;
- (n) deliver up Test Tools & Equipment at the end of the Test or on earlier termination of the Agreement at such address as PLM requires, or if necessary allow PLM or its representatives access to the site or any premises where Test Tools & Equipment is located for the purpose of removing Test Tools & Equipment. The Seller shall pack Test Tools & Equipment utilizing the standard packaging materials, where applicable.
13. PLM has in the relevant circumstances the right to apply additional charges ("Additional Charges"):
 - (a) for loss of or damage to Test Tools & Equipment as a result of any failure by the Seller to comply with the Agreement and these General Terms and Conditions;

(b) if Test Tools & Equipment is damaged and it can be repaired, for loss of rental income during the period when the Test Tools & Equipment is being repaired, provided such additional charges shall cease when Test Tools & Equipment is returned to full working order;

(c) if Test Tools & Equipment is damaged and cannot be repaired or the Equipment is lost or stolen, for loss of rental income during the period from the date Test Tools & Equipment is damaged, lost or stolen to the date PLM receives an amount equal to full replacement value of Test Tools & Equipment;

14. PLM shall invoice the Seller for any Additional Charges in accordance with clause 13 and VAT (and any other applicable taxes) shall be applied to any Additional Charges.

15. Upon termination of the Agreement, however caused:

(a) PLM's consent to the Seller's possession of Test Tools & Equipment shall terminate and PLM may, by its authorised representatives, without notice and at the Seller's expense, retake possession of Test Tools & Equipment and for this purpose may enter the site or any premises at which the Equipment is located;

and

(b) the Seller shall pay to PLM on demand: (i) all sums due but unpaid at the date of such demand together with any interest accrued pursuant to clause (ii) any costs and expenses incurred by PLM in recovering Test Tools & Equipment and/or in collecting any sums due under the Agreement (including any storage, insurance, repair, transport, legal and remarketing costs) or Order.

ARTICLE V INSPECTION OF THE COURSE OF THE AGREEMENT OR ORDER AGREEMENT OR ORDER IMPLEMENTATION

1. PLM has the right to carry out an inspection to check the progress and manner of execution of the Agreement or Order by the Seller, informing them of the above 3 days in advance.
2. For this purpose, PLM, upon prior written notification, has the right to enter the Seller's plant and check the facilities and equipment related to the performance of the Agreement or Order during the Seller's working hours.
3. Such inspections will not be the basis for PLM to waive its rights (claims) under the law and the Agreement or Order.

4. PLM and its affiliates (Legal entity which directly or indirectly controls PLM, or is directly or indirectly controlled by PLM, or is under common control together with PLM) shall promptly conduct acceptance inspection on the ordered items ("Ordered Items") delivered by Seller in accordance with the standard mutually agreed by PLM and the Seller, and accept only the Ordered Items which have passed the acceptance inspection. In this case, PLM may conduct acceptance inspection at the Seller's premises and facilities.

5. Upon completion of the production in case it is required due to the complexity of the Ordered Items ordered or new technology used in order to check if all the purchase order specifications and other requirements are met PLM has also the right to conduct Factory Acceptance Test ("FAT").

6. PLM reserves the right to have his representatives present at any phase of the FAT.

7. All results of FAT and site acceptance test ("Site acceptance test" or "SAT") shall be reported in the protocol.

8. The Seller shall inform PLM about submitting Ordered Items to the Factory Acceptance Tests at least 7 days in advance.

9. If during the Factory Acceptance Tests the Ordered Items is found not to be in accordance with the specification, PLM shall promptly notify that effect to the Seller and the Seller shall promptly remedy the defect via replacement or repair Ordered Items.

10. Thereafter the Factory Acceptance Tests shall be repeated in accordance with this clause, insofar as it is necessary to demonstrate that the Ordered Items fully conforms with the Specification.

11. If the Factory Acceptance Tests show that the Ordered Items meet the specification and if PLM or his representative has attended the Factory Acceptance Test, then PLM or his representative shall sign an Acceptance Certificate accordingly.

12. Site acceptance test (SAT) of the delivery shall take place when the Ordered Items have been assembled, installed and tested at the correct installation site and PLM's technical responsible person at PLM's premises.

13. At completed Site acceptance test, PLM assumes all responsibility and risk for the delivery.

14. At the Site acceptance test, the enclosed handover and acceptance document with a list of any deficiencies will be drawn up. The document is to be signed by PLM and the Seller in two counterparts, one for each Party.

15. The delivery is considered to be handed over and the risk transferred to PLM when the Site acceptance test

has taken place, unless material deficiencies of the delivery are demonstrated at the Site acceptance test.

16. The entire delivery shall be correctly delivered, assembled and connected.
17. Approved acceptance test in accordance with current legislation shall be available.
18. Mechanical and electrical safety checks shall have been carried out in accordance with current legislation.
19. The complete handover documentation for the Ordered Items, including quality assurance of the installation, documentation of test and testing, etc. shall be transferred to PLM no later than at the time of notification of the delivery.
20. In the event of the Seller receiving notification from PLM that the quantity of the Ordered Items is insufficient, the Seller shall deliver the shortfall amount within the appropriate deadline set by PLM.
21. The delivery of the replacement and shortfall amount shall be performed in accordance with the delivery procedures of the Agreement/Order.
22. In the event of being unable to repair, deliver replacement or deliver the shortfall amount within the appropriate deadline set by PLM, PLM may terminate all or a part of that Agreement/Order.
23. Even in the event of repairing, delivering replacement, delivering shortfall amount or terminating Agreement/Order prescribed in the preceding clause PLM may claim from Seller liquidated damages in the amount of 25 % of the value of the Ordered Items.
24. Specific conditions affecting FAT and SAT shall be laid down in the Agreement or the Order.

ARTICLE VI: PRICE AND PAYMENT

1. Upon the request of PLM, the Seller shall submit an estimate for the Goods and Service to PLM in advance, in accordance with PLM's instructions.
2. Except as expressly stated in the Order, the price of the Goods stated in the Order is complete and includes storage, handling, packaging and all other expenses and charges of the Seller, and no surcharges, premiums or other additional charges of any type shall be added without PLM's express written consent.
3. The Seller assumes the risk of any event or cause affecting prices, including without limitation, foreign exchange rates, increases in raw material costs, inflation, increases in labour and other production and supply costs and any other event which impacts the price or availability of materials or supplies
4. The Seller shall provide PLM with the pricelists of all costs and expenses, including costs of post-sales Service and spare items, personnel costs, accommodation and travel costs, necessary for evaluating overall costs of

the investment being subject to the Agreement or the Order.

5. Unless the Agreement or the Order provides otherwise, the price indicated in the order is the net price for the Goods or Service.
6. The Seller with its registered seat in the territory of the Republic of Poland and / or registered in Poland for VAT purposes will each time add value added tax (VAT) to the invoices issued in accordance with applicable regulations.
7. The Seller with its registered seat outside the territory of the Republic of Poland and not registered in Poland for VAT purposes will not charge their domestic value added tax or any other tax of a similar nature
8. The due payment shall be made in the form of a bank transfer within the time limit indicated in the Order, counted as the number of days from the date of receipt by PLM of the correctly issued invoice, along with a mutually signed delivery and acceptance protocol or a document confirming the delivery of the Goods, to the Seller's account indicated in the invoice.
9. The date on which the Seller's bank account will be credited will be regarded as the date of payment.
10. If the delivery of the Goods or the performance of the Service is not completed in accordance with articles IV and V of these General Terms and Conditions or relevant provisions of the Agreement, PLM shall be entitled to withhold payment until the date on which the Seller fully performs all obligations constituting the subject of the Agreement. This does not limit PLM's right to enforce the provisions of Article XI of these General Terms and Conditions. If the delivered Goods, after their acceptance and unpacking, turn out to be damaged, incomplete or otherwise defective, PLM shall be entitled to withhold payments until the Goods are replaced with those free from defects. In this case, the invoice payment date will be counted from the moment of delivery of the Goods free from defects.
11. In the case of Orders placed with domestic Sellers in a currency other than PLN the value to be paid shall be the equivalent of the currency amount converted into PLN at the average exchange rate of the National Bank of Poland at the day preceding issuing of the invoice, unless otherwise stated in the Order.
12. If the contractor is a domestic entity or a VAT registered entity in Poland and the settlement is made in PLN, the amount due will be paid in the split payment mechanism.

ARTICLE VII VAT TAX AND INVOICE

1. A correct invoice, in addition to the statutory requirements, should contain the following information:

- quantity of the Goods (type of Service) and net and gross unit prices of individual items. Each item of the Order should be specified on the invoice in the same way as in the Order,
- name and description of the Goods (Goods and Service) or a reference to the relevant items of the specification attached to the invoice,
- PLM Order number,
- terms and a 30-day payment term counted from the date of receipt of the invoice by Mabuchi Motor Poland Sp. z o.o., unless the Parties agree otherwise in the content of the Agreement or Order,
- information on the prohibition of the assignment of receivables resulting from the applicable Agreement
- the correct and valid VAT identification number of the Seller (VAT-EU number),
- Goods CN code,

2. The invoice shall be sent to the address of: Mabuchi Motor Poland Sp. z o.o., 32-700 Bochnia ul. Adolfa Mitera 14.

3. Under a separate agreement, PLM allows for receiving invoices in electronic form. The signing of the agreement will be equivalent to the Seller's acceptance of sending invoices to PLM electronically.

4. PLM declares that they are an active taxpayer of value added tax (VAT) and have a Tax Identification Number NIP 6762519867. For intra-Community transactions, the European VAT number of PLM (VAT-UE number) is - PL6762519867

5. The Seller declares that they are an active taxpayer of value added tax (VAT) and have a Tax Identification Number (NIP), which will be indicated for the purpose of the Order / or are an exempt from value added tax (VAT), which will be confirmed before placing the Order. For intra-Community transactions, the Seller is obliged to always indicate the European NIP number (VAT-EU number) for the purpose of the Order.

6. If the Seller is a domestic entity, the Seller guarantees and is responsible for the correctness of the applied VAT rates, which means that if the tax authorities question PLM's right to deduct the tax due to the fact that, in accordance with the regulations, the transaction was not subject to the VAT tax or was exempt from that tax, the Seller, at the written request of PLM and within the time indicated therein, will make an appropriate correction of the invoice and return the resulting difference to PLM within 30 days from the date of delivery of this request. In the event of a refusal by the Seller to issue a correcting invoice, the Seller agrees to reimburse PLM the amount of VAT questioned by the tax authorities, based on an accounting note issued by PLM, within 30 days of its delivery to the Seller. In each of the above cases, the

Seller will also reimburse PLM all costs and expenses, including costs of sanctions, interest and other charges incurred by PLM or imposed by the tax authorities.

ARTICLE VIII ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The Seller is not allowed to transfer (assign) the claims regarding the remuneration for the performance of the Agreement or the Order to a third party without PLM's prior written consent.

ARTICLE IX INTELLECTUAL PROPERTY RIGHTS

1. The Seller guarantees that there are no applicable patents or other industrial property rights, copyrights and other related rights of third parties that could be infringed by PLM as a result of the use or disposal of the purchased Goods.
2. The Seller hereby undertakes to indemnify PLM from liability in the event that PLM presents any allegations or objections of third parties in connection with the violation of the abovementioned rights and to reimburse all costs and expenses (including legal Service) and damages awarded against PLM's, provided that that PLM will immediately inform the Seller about such allegations and claims arising therefrom.
3. If the Order specifies that the subject of the Agreement is also the delivery of documentation and the transfer of copyrights to the documentation constituting a work within the meaning of the Copyright Act, the Seller undertakes to provide the documentation described in the Order, hereinafter referred to as "documentation" and declares and guarantees that they are entitled to economic copyrights to documentation and that these rights are not limited or encumbered with the rights of third parties.
4. On the day of submitting the documentation, the Seller transfers to PLM, within the price (value) of the Goods or Service, specified in the Order, copyrights and related rights in the scope of unlimited use of the documentation in all fields of use known at the time of signing the Order.
5. The transfer of economic copyrights and related rights without time and territorial limitations covers the following separate fields of exploitation:
 - recording the documentation on any data carriers known at the time of signing the Order and any technique known at the time of signing the Order;
 - copying the documentation with any technique known at the time of signing the Order and any data carriers known at the time of signing the Order;
 - placing on the market the original or copies of the documentation in any form without any limitations;
 - entering into computer memory;

- publishing and disseminating via computer networks, including the Internet and intranets;
 - lease and lending;
 - publishing in the form of brochures, publications, leaflets and folders and other kinds of industry presentations.
6. The transfer of economic copyrights includes the permission to exercise the derivative copyright and the authorization of PLM to permit the exercise of derivative rights by third persons in the fields of exploitation listed in point 5 above.
7. To the extent permitted by separate provisions, the Seller agrees that PLM will make any changes to the documentation and make corrections.
8. The Parties agree that the user of the documentation will be PLM or entities that they authorize to use it.
9. Except as is otherwise expressly provided in writing in the Agreement or Order, PLM shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Seller has developed for PLM under the Agreement/ Order and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement/Order. The Seller acknowledges and agrees that such products, documents and other materials constitute works made for hire for PLM. The Seller shall not manufacture or sell to a third party a product identical or similar to the Goods that is produced in accordance with the drawings, specifications and instructions of PLM without PLM's prior written approval.
10. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Seller: (i) that pre-existed the performance by the Seller of its obligations under the Agreement or Order, or (ii) that the Seller may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement or Order, PLM does not and shall not claim any ownership interest thereto, and the Seller grants to PLM a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Agreement or Order. (c) At the request of PLM, the Seller shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to PLM in compliance

with the requirements of the applicable law and of the Agreement or Order.

11. Subject to the foregoing provisions, all, drawings, photographs, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Seller under the Agreement or Order shall be the property of PLM, shall be made available for use or inspection by PLM at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to PLM authorized officials on completion of work under the Agreement or Order.
12. In the event that third parties refer to PLM claims related to copyright infringement to the documentation constituting the subject of the Agreement, which, in accordance with the provisions of the Agreement or GTC, have been successfully transferred to PLM, the Seller undertakes to release PLM from the obligation to satisfy the claims of these third parties.
13. The documentation provided should be prepared in Polish, possibly also in English, if the Agreement or Order so provides, and additionally in an electronic version.

ARTICLE X FORCE MAJEURE

1. Neither of the Parties shall be liable for non-performance or improper performance of the Agreement or Order and for any damage caused by the occurrence of a Force Majeure.
2. The occurrence of a Force Majeure and its impact on the performance of the Agreement or Order and the occurrence of damage must be demonstrated by the Party invoking Force Majeure.
3. Force Majeure is considered to be all external events that could not be foreseen at the time of concluding the Agreement or of the Order and which neither of the Parties will have an influence on, in particular, but not limited to military actions, acts of terror, riots, natural disasters, pandemic, decisions of state authorities or any other event, which resulted in chemical or radioactive contamination or poisoning of persons, real estate or movables. The time when these events take place will be duly included in the applicable schedule. When this period is longer than 3 months, both Parties will agree on new terms of cooperation.
4. The Party that is unable to fulfil its obligations due to Force Majeure will be obliged to:
- a) immediately notify the other Party of this fact, no later than within 7 days from the occurrence of such an event;
 - b) present appropriate evidence of the occurrence of Force Majeure.

5. When Force Majeure ceases, the other Party should be notified of this fact immediately, but not later than within 7 days. Failure to comply with the above requirement will result in the loss of the right to rely on the occurrence of a Force Majeure.
6. If a situation of Force Majeure has lasted longer than 90 days, or is expected to last longer than 90 days, each of the Parties shall be entitled to terminate the Agreement or Order by means of written notification. In such case, the Goods and Service that have already been supplied under the terms of that agreement are to be paid by PLM without the Parties being obliged to pay anything else to each other.

ARTICLE XI LIQUIDATED DAMAGES AND TERMINATION OF THE AGREEMENT

1. Unless otherwise agreed in the Agreement or Order, in the event of the delay in the delivery of the Goods or the performance of the Service for reasons other than Force Majeure, the Seller will be obliged to pay PLM liquidated damages in the amount of 0.5% of the net value (price) of the Goods delivered after the agreed date for each day of delay. Unless the Parties agree otherwise, the total amount of liquidated damages for delayed delivery shall not exceed 25% of the net value (price) of the delayed Goods. This provision applies accordingly in the event of a delay in the service or of its individual stages. If the Goods or the Service delivered / performed with a delay are an integral part of the subject of the Agreement or Order, the lack of which prevents PLM from using the Goods already delivered, the basis for calculating liquidated damages is the total net value (price) of the Goods or Service.
2. In the event of non-performance of the Agreement or Order by the Seller, PLM has the right to terminate the Agreement or Order with immediate effect and to apply the following legal measures jointly or separately:
 - a. charging liquidated damages in the amount of 25% of the value of the ordered Goods or Service,
 - b. charging the Seller with the costs of the substitute performance by a third party. In such an event, PLM, at its sole discretion, will conclude an appropriate contract with a third party, and retain the claim for payment of liquidated damages and for compensation for the damage resulting from delay. The Seller hereby undertakes to reimburse PLM for the implementation costs of the substitute performance. The Seller will be obliged to pay these costs on the basis of a debit note issued by PLM. The basis for issuing an accounting note by PLM will be the invoice received by PLM from a third party.

3. In addition, PLM may charge the Seller and demand payment of liquidated damages by the Seller in the event of delay in the removal by the Seller of the defects found upon receipt of the Goods / Service or during the warranty period - in the amount of 0.5% of the net value (price) for each day of delay, calculated from the day set for the removal of defects. The total amount of liquidated damages for the delay of the removal by the Seller of the defects found upon receipt of the Good / Service may not exceed 25% of the net value (price) of the Goods.
4. PLM reserves the right to terminate the Agreement or Order in the event of a non-final judgment of a court or other competent authority that may constitute the basis for seizure of the Seller's property, in order to satisfy or secure claims of third persons against the Seller.
5. PLM reserves the right to terminate the Agreement due to the fault of the Seller with immediate effect, in particular in the following cases:
 - a) improper performance of contractual obligations by the Seller,
 - b) Seller's loss of ability to perform the subject of the Agreement,
 - c) unjustified delays in the performance of the subject of the Agreement caused by the Seller,
 - d) the Seller becomes insolvency threatened or in fact insolvent.

ARTICLE XII GUARANTEE AND WARRANTY

1. The Seller guarantees that the Goods delivered under the Agreement or Order comply with the specification, drawings and any other quality requirements, standards and approvals set out in the Agreement or the Order, and that they will be new, unused, of good quality, suitable and fit for use provided for in the Agreement or Order, properly designed, properly made and made of appropriate material, free from physical and legal defects, and that it will satisfactorily meet all technological requirements and quality standards specified in the Agreement or Order.
2. The Seller guarantees that the Goods are made and, if so stated in the Agreement or Order, will be assembled/ installed in accordance with the legal regulations being in force in the Republic of Poland, health and safety regulations, Polish standards and Office of Technical Inspection/PED regulations and standards in force in the European Union.
3. Unless otherwise stated in the Agreement, the guarantee will be valid for a period of 24 months from

the date of signing by the Parties of the delivery and acceptance protocol or a document confirming the delivery of the Goods, or in the case of delivery of the Goods and Service - the protocol for start-up of the Goods and receiving the Service.

4. PLM is obliged to file a complaint regarding quality of the Goods within 7 days after detection of the defect.
5. Within 2 days of receiving information on defects, the Seller is obliged to inform PLM about the measures taken or to be taken, as well as about the time needed to remove the defect.
6. Pursuant to the provisions of this article, the Seller, at its own expense, including the costs of dismantling and reassembly, travel and accommodation costs of the Seller's specialists, is obliged to immediately repair or replace the Goods or damaged parts. Items that have been exchanged or are to be replaced by the Seller will be placed at their disposal in Ex Works "PLM warehouse" or other place indicated by PLM (INCOTERMS®2020). New items are to be delivered to the PLM factory at the Seller's expense.
7. If, before the Seller performs repair or replacement, it is necessary to carry out an inspection by the Seller, the Seller must carry it out at their own expense as soon as possible, but not later than within 3 working days (excluding Saturdays) from receiving the complaint and informing PLM in advance.
8. If the quality complaint submitted by PLM is not recognized by the Seller, the complaint is to be settled by an independent verification unit. The results of the analysis of the Goods carried out by an independent laboratory, selected by both Parties, will be binding and final. PLM shall bear the costs of such analysis only if the analysis by an independent laboratory shows that the defect in the Goods did not arise for reasons inherent in the Goods sold or for other reasons for which the Seller is responsible. If the analysis by an independent laboratory does not show why the defect of the Goods arose, the costs of the analysis shall be borne by the Parties in half. In other cases, the costs of the analysis will be borne by the Seller.
9. PLM has also the right to repair and replace parts on its own or through the assistance of a third party, if the repairs are minor or necessary to avoid further damage or must be carried out immediately for another important reason. PLM is obliged to notify the Seller in advance before starting the repair.
10. If the Seller, being informed about the occurrence of a defect, does not take immediate steps to remove it within the time limit set by PLM, PLM has the right to take all necessary steps to remove the defect at the cost and risk of the Seller. However, this will not release the Seller from their contractual obligations.

11. The Seller's guarantee for the Goods or part thereof, which has been repaired or replaced in accordance with this article, shall be extended for further 24 months from the date of repair / replacement.
12. The guarantee does not exclude PLM's rights under the warranty for physical or legal defects of the Goods or Service laid down in the Polish Civil Code.
13. The Seller shall secure the necessary systems in order to stably and continually provide the Ordered Items to PLM. The Seller, in the event of ending the production of the Goods, shall provide a written notice to PLM sufficiently in advance, and shall hold consultation in good faith with PLM in regard to the continued delivery and supply of replacements for a certain period.

ARTICLE XIII SERVICE

1. The Agreement or Order for the delivery of the Goods may also include the obligation to perform the Service which are in particular provided by the Seller at the premises of PLM. Unless otherwise stated in the Agreement or Order, it is assumed that:
 - 1.1. the value (price) of the Service will be included in the price of the Goods resulting from the Order.
 - 1.2. all additional costs related to the Service provided by the Seller, such as the costs of accommodation, travel, insurance of the Seller's personnel, etc., shall be borne by the Seller.
 - 1.3. The rules of collection and payment for Service, the value of which will not be included in the price of the Goods, will always be indicated separately in the content of the Order.
2. In the case of the Seller based outside the territory of Poland, PLM has the right to deduct the amount of Polish income tax (hereinafter: "withholding tax") from the amount of payment for Service paid to the Seller, if it is required to collect it under the provisions of Polish law. In order to apply the exemption or reduced withholding tax rate provided for in the relevant and applicable double taxation avoidance agreement concluded between Poland and the country of the seat (tax residence) of the Seller, the Seller together with the first invoice, but not later than 5 working days before the deadline for the payment of the first amount due, is obliged to provide PLM with the original or a notarized copy of his valid certificate of residence (i.e. a certificate of the seat of the Seller for income tax purposes, issued by the competent tax administration authority) and a declaration that it is the real beneficiary of the payment. Failure by the Seller to deliver the certificate of residence within the time limit specified in the preceding sentence shall entitle PLM to deduct from the amount of the payment made to the Seller the

amount of withholding tax in the amount specified by the provisions of Polish tax law.

3. Confirmation of the performance of the Service by the Seller is the delivery and acceptance protocol. The provisions of Article IV shall apply accordingly.
4. The Seller is obliged to provide personnel with appropriate qualifications for the proper and timely performance of the Service.
5. The Seller is obliged to obtain PLM's consent in writing to entrust the performance of the Service to a subcontractor. The Seller's breach of this obligation and entrusting the performance of the Service to a subcontractor to which PLM did not agree, will constitute an adverse material breach of the provisions of the Agreement and will authorize PLM to withdraw from the Agreement or Order due to the fault of the Seller. This right may be exercised until the delivery date indicated in the Order has expired.
6. If the implementation of the Service requires the cooperation of the Seller's personnel and PLM, the Seller is responsible for the correctness of the directions and instructions issued by its personnel. Important instructions regarding unloading, assembly / Service should be provided by the Seller's personnel in writing.
7. Unless the Parties agree otherwise in the Agreement or Order, the Seller shall be fully responsible for damages and loss resulting from the actions of the personnel performing the Service, as well as resulting from improper instructions and instructions provided by the Seller's personnel.
8. The Seller is obliged to fully insure its employees for the duration of the Service at the PLM plant. The Seller assumes the risk, any possible consequences and claims related to:
 - a) accidents referring to the Seller's personnel occurring during the performance of the Service,
 - b) damages and loss caused by the Seller's personnel, incurred by third parties,
 - c) damages or destruction of tools and other Ordered Items owned or at the disposal of the Seller or its personnel.
9. The Seller is obliged and is responsible for completing all formalities, notifying the relevant administrative bodies, obtaining all necessary permits and paying all tax and social security charges related to the employment of the Seller's personnel to perform the Service at the PLM plant.
10. The Seller's personnel is obliged to comply with the regulations in force in the PLM company.
11. To the extent not covered by this Article, the provisions of these General Terms and Conditions shall apply accordingly to the Service.

ARTICLE XIV LIABILITY

1. The Seller undertakes to indemnify PLM from the liability towards third parties for any damage to any persons or companies, including, but not limited to, damage to their lives, bodies, properties or businesses, or damage to the natural environment caused by the Goods or in connection with their use due to defects in the Goods or the Service performed.
2. If the damage caused to PLM as a result of breach of the Agreement or Order by the Seller is higher than the amount of the reserved liquidated damages, PLM has the right to claim compensation in respect of this breach in accordance with general principles specified in Polish civil law.
3. In the event of imposing on the Seller the liquidated damages stipulated in the Agreement, the Seller shall be obliged to pay it within 14 days from the date of issue of the accounting (debit) note by PLM. PLM has also the right to deduct from the amount of the payment resulting from the Agreement or Order an amount corresponding to the amount of liquidated damages or the amount of compensation. PLM will issue a debit note in the amount corresponding to the amount of liquidated damages, constituting the basis for the set-off.

ARTICLE XV CONFIDENTIALITY CLAUSE (BUSINESS SECRET)

1. The Seller undertakes to treat as confidential any business and manufacturing secrets of PLM as well as information identified as confidential, which has become known in connection with the execution of the Agreement or any contracts or placement of the Order, and not to disclose it to third parties. Companies of the PLM Capital Group and their employees as well as any consultants of the Seller, who are obligated to confidentiality by their profession, are not deemed to be third parties.
2. The Parties agree that any technical, technological, organizational or other information of economic value, undisclosed to the public, provided by or on behalf of PLM or otherwise obtained by the Seller during the negotiation, conclusion and performance of the Agreement or Order should be treated as a business secret within the meaning of Art. 11 sec. 4 of the Act of April 16, 1993 on combating unfair competition (Journal of Laws of 2003, No. 153, item 1503, as amended) (hereinafter: "Business Secret"), unless at the time of transfer, the transferor specifies in writing or in electronic form different from the specified above, the nature of such information.
3. By the obligation to keep the information specified in sec. 1 above, the Parties understand the prohibition of using, disclosing and transferring this information in any

way and to any third parties, except in the following situations:

- a) the disclosure or use of the information is necessary for the proper performance of the Agreement / Order and in accordance with the GTC, or the information at the time of its disclosure is already publicly available, and its disclosure was made by PLM or with its consent or in a manner other than illegal or otherwise act or omission by contract or
 - b) the Seller has been obliged to disclose the information by a court or an authorized body or in the event of a legal obligation to disclose such disclosure, with the proviso that the Seller shall immediately inform PLM in writing about the obligation to disclose information and its scope, and will take into account, if possible, PLM's recommendations regarding disclosure information, in particular in the scope of submitting an application for the exclusion of publicity, the legitimacy of submitting an appropriate appeal or other equivalent legal remedy, and will inform the court or an authorized body about the protected nature of the information provided or
 - c) PLM has given the Seller a written consent to disclose or use the information for a specific purpose, in the manner indicated by PLM.
4. The Seller is obliged to take such security measures and procedures as will be appropriate and sufficient to ensure the safe processing of the Business Secret, including in accordance with the Agreement, GTC and the law, to prevent any unauthorized use, transfer, disclosure or access to this information. The Seller shall not, in particular, copy or record the Business Secret, unless it is justified by the proper performance of the Agreement or Order by the Seller. The Seller is obliged to immediately notify PLM of any breaches of the protection rules or unauthorized disclosure or use of the Business Secret processed in connection with the implementation of the Agreement and GTC.
5. The obligation to keep the information referred to in sec. 1 above confidential applies also to the Seller's employees and other persons, including in particular auditors, advisers and subcontractors, to whom the Seller will provide such information. The Seller is obliged to indicate in writing the above-mentioned persons to protect the Business Secret on the terms at least as set out in the GTC. The Seller shall be fully responsible for the actions or omissions of persons who gained access to the Trade Secret, including the liability referred to in paragraph 8 below
6. The Seller is obliged, at each PLM request, within no more than 5 days, to send to PLM a list of persons and entities that obtained access to the Business Secret through the Seller. Failure to comply with the obligation

referred to in this paragraph will be treated as unauthorized disclosure of the Business Secret resulting in the liability referred to in paragraph 9 below.

7. The obligation to keep information confidential is binding during the term of the Agreement, as well as for the period of 10 years after its termination, expiry or revocation or null and void of legal effects. If, despite the expiry of the period of protection of the Business Secret indicated in the preceding sentence, this information is still protected on the basis of internal regulations or PLM decisions or on the basis of specific legal provisions, PLM will notify the Seller in writing about the extension of the protection period, with an additional one indicated by PLM for a period (but not longer than 10 years), to which the Seller hereby agrees. The notification referred to in the above sentence will take place before the expiry of the 10-year protection period referred to in the first sentence of this section, but not later than 10 working days before the end of the above-mentioned obligation. The Parties agree that the obligation described in this paragraph shall apply regardless of the termination, expiry or revocation or nullification of the legal effects of the Agreement.
8. No later than within 3 working days after the expiry of the protection period referred to in paragraph 6. above, the Seller and any persons to whom the Seller provided the Business Secret are obliged to return PLM or destroy all materials containing it.
9. In the event of unauthorized use, transfer or disclosure by the Seller of the Business Secret, PLM is entitled to demand from the Seller a liquidated damages in the amount of 20% of the net contract value for each case of unauthorized use, transfer or disclosure of the above-mentioned information. The payment of the liquidated damages indicated above does not limit PLM's right to claim compensation from the Seller on the Agreement and GTC, if the amount of the damage suffered exceeds the amount of the liquidated damages stipulated in the Agreement and GTC. The above does not in any way exclude other sanctions and rights of PLM specified in legal regulations, including the Act of April 16, 1993. on combating unfair competition (Journal of Laws of 2003, No. 153, item 1503, as amended).

ARTICLE XVI BUSINESS CONTINUITY PLAN

1. Upon PLM's request, the Seller shall submit its Business Continuity Plan ("BCP") to PLM.

ARTICLE XVII PUBLICITY AND USE OF THE NAME, TRADE MARKS OR OFFICIAL SEAL OF PLM

The Seller shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with PLM, nor shall the Seller, in any manner whatsoever use the name, trademark or official seal of PLM, or any abbreviation of the name of PLM in connection with its business or otherwise without the prior written permission PLM.

ARTICLE XVIII FINAL PROVISIONS

1. The laws of Poland, in particular the Polish Civil Code shall be applicable. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, as well as the conflict of laws shall not apply.
2. All disputes arising from the Agreement or Order, related in particular to its conclusion, violation, expiry, termination and annulment, will be settled amicably in the first place, and in the event of disagreement by a common court competent for PLM's seat.
3. Unless the mandatory provisions provide otherwise, any changes, arrangements, suspension or termination of the terms of the Agreement/ Order shall be made in written form under pain of nullity and must be accepted by the Parties.
4. The Parties shall strive to solve all disputes arising out of or in connection with the Agreement or Order, or the alleged breach of the Agreement or Order, amicably in good faith and without delay. Each party shall appoint one or more representatives to resolve the dispute. These representatives shall promptly meet and negotiate in good faith to reach a fair and equitable settlement.
5. In the event that no amicable settlement has been reached, either Party is entitled to institute court proceedings by a court competent for PLM's seat.

ARTICLE XIX SEVERABILITY CLAUSE

1. If any provisions of these General Terms and Conditions or the Agreement/Order is held to be invalid or incapable of being enforced by a court of competent jurisdiction it shall to that extent be severed from the Agreement/ GTC and all other conditions and provisions of these General Terms and Conditions and the Agreement/Order shall nevertheless remain in full force and effect.

ARTICLE XX INFORMATION CLAUSE

PLM fulfils the information obligation resulting from Art. 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (general regulation on data protection

personal data) - hereinafter referred to as "GDPR" informs that: [Controller of the Personal Data] The controller of personal data is Mabuchi Motor Poland sp. z o.o. (hereinafter referred to as "CPD") with its seat in Bochnia (32-700) at ul. Adolf Mityery 14.

1. The controller may be contacted on the phone at: 48 12 22 576 31, or via email at: PLM-GROUP1011@mabuchi-motor.com or via mail at the mailing address of the controller's seat
2. [Personal Data Inspector] The Controller appointed the Personal Data Inspector in order to monitor the proper compliance with the rules of personal data protection. They may be contacted via email at: h.otsubo.prd@mabuchi-motor.com;
3. [Purpose and legal basis for data processing] Personal data will be protected and processed for the purpose of:
 - a) taking actions preceding the conclusion of the contract, conclusion and performance of the contract, execution of orders and ongoing contacts related to their implementation - legal basis: art. 6 sec. 1 lit. (b) GDPR,
 - b) fulfilment of legal obligations incumbent on PDC under EU or Polish law, including in particular: tax obligations resulting from the provisions of tax law, the Accounting Act, obligations in the field of debt enforcement - resulting from the Code of Civil Procedure, the Act on enforcement proceedings in administration, the act on bailiffs and other obligations resulting from applicable law - the legal basis of art. 6 sec. 1 lit. (c) GDPR
 - c) implementation of the legitimate interest of ADO consisting in the possible determination or pursuit of claims or defence against claims, protection against fraud, as well as in order to implement current business and administrative processes related to the conducted activity, preparation of reports, analysis and group reporting of Mabuchi Motor Companies, and to direct marketing - legal basis Art. 6 sec. 1 lit. (f) GDPR
4. [Recipients] The recipients of personal data may be:
 - a) entities related by capital to PDC belonging to the Mabuchi Motor group
 - b) entities authorized under applicable law (in particular courts and state authorities),
 - c) entities with whom PDC has concluded agreements for entrusting the processing of personal data, in connection with the provision of specific services to PDC, including: IT, auditing, advisory, legal, accounting, debt collection services, destruction of documents, postal and courier services, property protection.
 - d) banks in the implementation of payments.

5. [Data transfer outside the EU and EEA] Personal data may be transferred outside the EU and EEA to an entity affiliated with ADO, including:
 - a) to Mabuchi Motor Co. Ltd based in Japan - the data is transferred pursuant to art. 45 (1) of the GDPR, i.e. on the basis of the decision of the European Commission C (2019) 304 confirming that Japan guarantees an adequate level of personal data protection
 - b) other companies related by capital to PDC - pursuant to art. 46 sec. 2 GDPR, i.e. subject to the Administrator's fulfilment of the obligations to ensure adequate security of personal data by using standard contractual clauses approved by the European Commission.
6. [Storage period] Personal data will be kept for the period necessary to achieve the purpose indicated in paragraph 3, i.e. performance of the contract, and after that time for a period corresponding to the period of limitation of claims that may be raised by the Data Controller and which may be raised against the data controller, or for a period, resulting from special provisions imposing on the Controller the obligation to store data
7. [Rights] In connection with the processing of personal data, the individual has the following rights:
 - the right to access the content of personal data (Article 15 of the GDPR)
 - the right to rectify them (Article 16 of the GDPR)
 - the right to remove them (Article 17 of the GDPR)
 - the right to limit their processing (Article 18 of the GDPR)
 - the right to object to processing (Article 21 of the GDPR)In order to exercise these rights, please contact PDC by e-mail: PLM-GROUP1011@mabuchi-motor.com or by mail at the address (Bochni (32-700) at Adolfa Miterzy 14)
8. [Right of complaint] If the individual believes that the processing of personal data violates the provisions of the GDPR or other provisions on the protection of personal data – the individual also has the right to lodge a complaint with the supervisory body, which in Poland is the President of the Personal Data Protection Office with its seat in Warsaw ul. Ratuszowa 2. <https://www.uodo.gov.pl/pl/p/kontakt>; phone: (22) 531 03 00.
9. [Automated decision making] Personal data processed by the Controller for the purposes indicated in par. 3 will not be subject to automated decision making, including profiling.
10. Providing data is voluntary, but necessary for the performance of the contract and the implementation of

the objectives indicated in paragraph 3, without providing the data, the implementation of these purposes will not be possible.