

## **GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)**

Fabrikon Engineering

### **§ 1 DEFINITIONS**

The following terms shall have the meanings ascribed to them below:

**GTCP:** These General Terms and Conditions of Purchase.

**Buyer:** Fabrikon Engineering, with its registered office at 1500 Calming Water Drive, Tampa, Florida, Tax ID: 39-3065223.

**Supplier:** An entity that concludes an Agreement with the Buyer and accepts an Order placed by the Buyer.

**Goods:** A product or service purchased by the Buyer under the agreement concluded with the Supplier.

**Order:** An order placed by the Buyer and accepted by the Supplier for execution under the terms specified in these GTCP.

**Agreement:** The contract concluded between the Buyer and the Supplier when the Supplier accepts the Order for execution.

### **§ 2 GENERAL PROVISIONS**

By accepting the Order, the Supplier agrees to deliver and transfer ownership of the Goods to the Buyer in accordance with the Order and these GTCP.

In the event of a conflict between the Order and these GTCP, the provisions of the Order shall prevail.

The Buyer is authorized to change these GTCP by providing 30 days' advance notice.

### **§ 3 ORDER AND EXECUTION**

Orders must be sent via e-mail or in writing. The Supplier accepts the Order by confirming it in writing or via e-mail.

The Buyer may cancel the Order within one business day from the date of receipt of the Supplier's acceptance.

The Supplier must obtain prior written consent from the Buyer to deliver Goods with parameters different from those specified in the Order.

Delivery of items other than those specified in the Order is tantamount to failure to perform the Agreement. In such cases, the Buyer may withdraw from the Agreement and demand a contractual penalty corresponding to the value of the unexecuted Order.

### **§ 4 REMUNERATION AND PAYMENT**

The prices specified in the Order are binding and include all margins and costs incurred by the Supplier, including delivery costs to the place indicated by the Buyer.

Payment Terms: Duly issued invoices shall be payable within 30 days from the date of invoice unless otherwise agreed.

Invoices must reference the Order number and be issued within 3 days of delivery.

If irregularities are reported regarding the Goods, the Buyer has the right to withhold payment.

#### **§ 5 QUALITY CONTROL AND AUDIT**

For Orders based on Design Elements provided by the Buyer, the Supplier must submit quality assurance procedures upon request.

The Buyer reserves the right to conduct an Audit of the Supplier's quality system before placing an Order or in the event of a complaint.

The Buyer will provide at least 7 days' notice via e-mail before conducting an Audit.

#### **§ 6 DELIVERY AND RECEIPT**

**Incoterms:** Unless otherwise agreed, Orders shall be executed in accordance with Incoterms DAP (Delivered at Place) to the location indicated by the Buyer.

**Packaging:** The Supplier must pack Goods to avoid damage. Upon request, the Supplier must take back all packaging after delivery.

**Delays:** The delivery dates in the Order are final.

**Penalty:** Each day of delay authorizes the Buyer to charge a contractual penalty of 1% of the Order value.

**Cancellation:** If the delay exceeds 14 days, the Buyer may cancel the Order and charge a penalty of 14% of the Order value.

**Inspection:** The Buyer is authorized to perform quantitative and quality control upon receipt. Irregularities must be reported within 30 days of delivery.

#### **§ 7 WARRANTY AND LIABILITY**

The Supplier guarantees the Goods are free from defects.

The Buyer must submit complaints regarding defects within 14 days of discovery.

The Supplier must process complaints within 14 days of receipt; failure to reply deems the complaint accepted.

**Remedy:** If defects are found, the Supplier must repair or replace the Goods within 3 days of the request. Failure to meet this deadline authorizes a penalty (standardized to \$100 per day or as agreed).

#### **§ 8 INTELLECTUAL PROPERTY**

The Supplier guarantees that the Goods do not violate any third-party intellectual property rights (patents, copyrights, trademarks).

The Supplier shall indemnify and hold the Buyer harmless against any claims resulting from IP infringement.

#### **§ 9 CONFIDENTIALITY**

The Parties agree to maintain the confidentiality of all technical, technological, financial, and marketing data ("Confidential Information").

Confidential Information shall not be disclosed to third parties without prior written consent.

This obligation remains valid for 36 months from the termination or expiry of the Agreement.

#### **§ 10 DISPUTES AND APPLICABLE LAW**

**Jurisdiction:** Disputes shall be submitted to the court competent for St. Johns County, Florida.

**Applicable Law:** The laws of the State of Florida shall apply.

#### **§ 11 DATA PROTECTION**

To perform the Agreement, the Parties may exchange personal data.

Both Parties agree to process such data solely for executing the Order and in accordance with applicable laws.