[Fixed assets] Purchase Agreement (the „Agreement")

made on [...].[...].2024 in _____ between:

[*please insert specification of the contractor, in a manner analogous to the description below*], represented by:
1. _____
2. _____

hereinafter: the „**Seller**",

and

Aptiv Services Poland S.A. BRANCH JELEŚNIA, ul. Suska 156, 34-340 Jeleśnia, entered into the companies registry of the National Court Register (KRS), which documentation is held by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of National Court Register, under KRS no. 0000015189, tax identification number (NIP): 6840001364, REGON: 370218494, with the share capital (fully paid-up) of PLN 276,133,416.00, No BDO 000016455 represented by:
1. _____
2. _____

hereinafter: the „**Buyer**", and jointly with the Seller hereinafter as „**Parties**", and each of them as the „**Party**", depending on the context.

WHEREAS:
a) The Buyer realizes the project *Automation, robotization and digitization of cable harness production processes at Aptiv Services Poland Spółka Akcyjna in order to increase the company's production capacity and increase the reliability of the final product*, implemented as part National Recovery and Resilence Plan (KPO), Component A „Resilence and Competitivness of the economy", Investment: A 2.1.1. Investments supporting robotization and digitalization in enterprises (the „**Project**");
b) The Seller is an entity dealing professionally with [production/ creation] selling [ASSETS], which are necessary for the Buyer for the purposes of realization of the Project;

The Parties agree as follows:

§1
The Subject of the Agreement

1. The subject of this Agreement is a purchase of: **Stripping machine for cables – 2 pcs (Purchased Subject)**
2. The Seller undertakes to transfer the ownership of the Purchased Subject to the Buyer and to release the Purchased Subject to the Buyer, and the Buyer undertakes to collect the Purchased Subject and to pay the price to the Seller.
3. **The Purchased Subject price** is defined in a specific purchase order relating to the Purchased Subject (the „**Purchase Order**"). **The net price** of a Purchased Subject is ....
4. **Warranty period** (in months, counted from the day of delivery Purchased Subject) is ....
5. **Service response time** (counted in hours from the moment of receipt of notification) is ....

§2
The Purchase Documents

1. The Parties agree hereby that this Agreement do not constitute all provisions and conditions relating to the Purchased Subject and performance of purchase under this Agreement.

2. The Parties agree that the status of the Purchased Subject and performance of the purchase under this Agreement are regulated also by other documents, in particular Aptiv General Terms and Conditions dated 20 December 2023 (hereinafter as: the „**General Terms and Conditions**"), **Machinery and equipment terms and conditions** and in a specific Purchase Order (together with the Agreement and the General Terms and Conditions jointly as: the „**Purchase Documents**") and **Inquiry** no 43/2024, dated November 8, 2024.

3. The Parties agree that the Purchase Documents shall be read pursuant to the following hierarchy (a descending order):
   a. the Agreement;
   b. the General Terms and Conditions;
   c. Machinery and equipment terms and conditions
   d. the Purchase Order.
   e. Inquiry

4. The Parties agree, that the provision of the above §2 point 3 implies in particular that in case of any contrary provisions, discrepancies, or in any other way impossible to reconcile in a reasonable and legal way, the provisions of the Purchase Document higher in the hierarchy shall apply.

§3
The Final Provisions

1. This Agreement and the obligations arising from it are governed by Polish law.
2. Any amendments to this Agreement shall be made in writing unless null and void.
3. The obligations arising from this Agreement shall not be subject of assignment.

Signatures:

The Seller: **The Buyer:**

Attachments:
   1. [insert related documents, in particular GT&C, Machinery and equipment terms and conditions, PO and Inquiry]