

QUESTIONNAIRE

In accordance with the intended cooperation of AB S.A. and the Company, within which the parties may enter into contracts of sale of goods offered by AB S.A., the Company provides to AB S.A. following information and Company agrees on the conditions stated below:

Company name*:	
Registered office address*:	
Address for delivery (when different from the registered office address):	
Phone number*:	
Tax number*:	
Registration number:	
Corporate e-mail address*:	The Company declares that the indicated e-mail address is the address to which correspondence related to the cooperation of the parties should be addressed by AB S.A.
Website:	
Persons authorized to represent the Company*:	In the event of a change in the persons authorized to represent the Company, the owners of the undertakings or their representatives and, in the case of legal persons, the persons authorised to represent them by law or by their instrument of incorporation, shall undertake to immediately inform the AB and supply the information requested.
Way of representation*:	
Persons authorized to place orders*:	If the persons identified above are not authorised to represent the Company on the basis of the representation rule disclosed in the commercial companies register (the name of the register may vary depending on the company's state of incorporation), please attach a power of attorney.
Acceptance of the electronic invoices:	<p><input type="checkbox"/> Acting pursuant to article 106n paragraph 1 of Value Added Tax Act dated on 10th of March 2004 (unified version, Journal of Laws 2011, No. 177, item 1054, later amended; hereinafter referred to as "VAT Act") and article 232 of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, the Company hereby accept issuing and sending (incl. making available) by AB S.A. with its registered office in Magnice, Europejska Street 4, 55-040 Magnice, registered in commercial register maintained by the District Court for Wrocław- Fabryczna in Wrocław, VI Commercial Division of National Court Register under KRS number 0000053834, TAX no.: 8951628481, share capital 16.187.644,00 PLN, paid- up share capital 16.187.644,00 PLN, VAT invoices issued and sent (or made available) in electronic form in the meaning of article 2 paragraph 32) of the VAT Act (hereinafter referred to as "Electronic invoices") and a binding effect of delivery of Electronic invoices pursuant to abovementioned acts. Electronic invoices will be issued in Polish language.</p> <p>Electronic invoices or (if applicable) notification of their issuance and of making them available by AB S.A. shall be sent to the following e-mail address:</p> <p>E-mail address*:</p> <p><input type="checkbox"/> I declare that I accept the regulations on the use of electronic invoices at AB S.A., established by AB S.A. and available at: https://www.ab.pl/e-faktura.</p>

Attachments	<p>Attachments:</p> <p><input type="checkbox"/> original or a duly certified copy, by the Company or by authorized person/s of valid transcript from the National Court Register or any other document of similar character confirming the legal status of Company and personal data of person/s authorized to represent the Company, and its shareholding structure and scope of activities, issued no earlier than 2 months before the completion of the questionnaire (if a valid transcript from the National Court Register or any other document of similar character does not indicate the personal data of person/s authorized to represent the Company, original or a duly certified copy, by the Company or by authorized person/s another document certifying the above)</p> <p><input type="checkbox"/>* document confirming VAT taxable status</p> <p><input type="checkbox"/> letter of attorney</p> <p><input type="checkbox"/> ABonline access questionnaire</p> <p><input type="checkbox"/> other: _____</p> <p>If the attachments to the questionnaire are provided in language other than English, AB may accept them provided that they are provided in a form that allows for copying and translation of the text through publicly accessible websites. If copying and translation of the text is not possible, the Company should provide the attachments to the questionnaire to AB with a translation into Polish or English language.</p>
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- The Company declare that, to the best of their knowledge and belief, the information given in this questionnaire and copies of documents required by this questionnaire are true, correct, and complete.
- All statements of intent contained in this questionnaire shall be binding on the Company and the Company agrees that the persons making statements of intent in the form of the questionnaire on its behalf are authorized to make such statements on its behalf unless it is proven that such declaration has been made by an identified unauthorised person known by name who bears responsibility for acting as alleged representative.
- Subject to contrary contractual provisions, the Company may submit instructions only in documentary form, with signatures of authorised persons, in accordance with the information indicated in the questionnaire and the representation manner specified therein.
- If the Company will not pay the invoice in accordance with the payment term determined by the AB on the invoice, AB will be entitled to statutory interests for late payments and compensation for the recovery costs. The statutory interests and compensation for the recovery costs shall be determined in accordance with the Polish law
- Company and AB agree that any dispute arising from the sales contracts concluded between the Company and AB is submitted to the jurisdiction of the court competent for the AB's registered seat (in Poland).
- The sales contracts, which will be concluded between Company and AB are subject to Polish law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the sales contracts concluded between the Company and AB.
- Products distributed by AB may be subject to export restrictions. The Company shall comply with applicable export control restriction laws and sanctions applicable to goods purchased by the Company from AB, including US economic sanctions and export laws and regulations. In particular, the Company declares that, in connection with its commercial cooperation with AB, it will not enter into contracts or otherwise do business with any third party or in any sanctioned country or territory (including but not limited to North Korea, Iran and other countries or restricted territories) that are the subject or target of any financial and economic sanctions or trade embargoes imposed by the government of Poland, the EU, the US government or other national governments, including but not limited to those imposed by the US government through the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, Bureau of Industry and Security ("BIS") of the U.S. Department of Commerce or the U.S. Department of State, United Nations, European Union or United Kingdom Security Council (collectively "Sanctions") without first obtaining the required license or other government authorization or in any way that would result in breach of the sanctions by the Company, AB or manufacturer of products purchased by the Company from AB. The Company shall immediately inform AB if the Company, a member of the Company's governing body, an employee or a subsidiary of the Company, as well as the Company's shareholder is subject to Sanctions. Products supplied to the Company by AB may not be used for any of the following activities: (i) military end use, including any activities related to: (A) weapons of mass destruction related activities; (B) nuclear chemical or biological weapons, (B) missile production; (ii) terrorist activities, as well as other activities specified by applicable laws or sanctions.
- In accordance with the provisions of Article 42(3), (4) and (11) of the Act of March 11, 2004 on Value Added Tax and Article 45a introduced by Council Implementing Regulation (EU) 2018/1912 of 4 December 2018 amending Implementing Regulation (EU) No 282/2011 as regards certain exemptions for intra-Community transactions, Intra-Community supply of goods is subject to value added tax at a rate of 0%, if the taxpayer meets the conditions set forth in these regulations. One of the conditions is to provide evidence that the goods subject to intra-Community supply have been exported from the national territory and delivered to the customer in the territory of a Member State other than the national territory. The taxpayer should document that 1) the goods actually arrived in the territory of a Member State other than the national territory and that 2) the goods were delivered to the customer indicated on the invoice.

AB S.A. applies appropriate due diligence to provide evidence of compliance with the above conditions and requires its customers (purchasers of goods) to submit additional declarations that goods subject to intra-Community supply have been delivered to them. In order to provide evidence that the receiver of goods that are the subject of an intra-Community supply of goods is the entity indicated on the invoices, AB S.A. requires its customers to confirm receipt of goods purchased from AB S.A.

In addition, if the delivery was made to a logistics center (external warehouse/HUB) indicated in the order, AB S.A. requires providing a copy of a documents confirming receipt of goods from such warehouse. AB S.A. introduced this requirement based on the position presented by the Polish tax authorities.