

## GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS BY ENTITIES OF THE CIECH GROUP

### CHAPTER 1. GENERAL PROVISIONS

#### § 1. DEFINITIONS

Any capitalised terms in these General Conditions for the Purchase of Goods by Entities of the CIECH Group shall have the meanings given to them below, provided however that any definitions in the singular shall have their corresponding meaning when used in the plural:

1	<b>CIECH</b>	a CIECH Group entity specified in the Contract Document, domiciled in the Republic of Poland and entering into a given Contract
2	<b>Contract Document</b>	the document titled as the "Contract" or "Order", executed by both Parties
3	<b>Business Days</b>	any day from Monday through Friday, excluding any statutory holidays in Poland
4	<b>CIECH Group</b>	CIECH S.A. with its registered office in Warsaw and any companies for which CIECH S.A. is a parent within the meaning of the Act of 15 September 2000: Code of Commercial Companies (consolidated text: Journal of Laws of 2020, item 1526, as amended) and any other entities which are related parties of CIECH S.A. within the meaning of the said Act
5	<b>Confidential Information</b>	<p>any information relating to CIECH or other entities of the CIECH Group or any other entities, of a technical, technological, commercial, financial, accounting, legal or organisational nature, including information on the activities covered by the negotiations; which was made available, disclosed or transferred to the Counterparty by or on behalf of CIECH; in the course of negotiations, on or after the date of the Contract; regardless of whether it has been prepared by CIECH or any other entities from the CIECH Group, their representatives, irrespective of the form or means of communication, and whether it is marked or otherwise identified as confidential. In particular, Confidential Information shall be: any oral and written information regarding plans, customers, suppliers, devices, equipment and any other assets, products (irrespective of the stage of their commercialisation or research and development), processes, production, marketing, market data, research development, intellectual property (in particular, such as: unpublished patent applications, know-how, technologies, scientific and technical strategies, programmes and results), costs, margins and prices or potential customers.</p> <p>The concept of Confidential Information does not include any information for which the Counterparty is able to prove that:</p> <ol style="list-style-type: none"> <li>1) it was in its possession before such information was made available to it by CIECH; or</li> <li>2) it is or becomes publically known (otherwise than as a result of a breach of the Contract by the Counterparty); or</li> <li>3) the Counterparty obtained such information from a third party that has not been subject to any confidentiality obligations to CIECH with regard thereto; or</li> <li>4) it was independently developed by the Counterparty or on its behalf, without using any Confidential Information.</li> </ol>
6	<b>Counterparty</b>	the entity identified in the Contract Document, entering into the Contract with, and selling Goods to, CIECH
7	<b>Warehouse</b>	the place of delivery of Goods, identified by CIECH in the Contract
8	<b>Guarantee Period</b>	unless otherwise stated in the Contract, a 2-year period, provided however that where the guarantee granted by the manufacturer of Goods is valid for a longer period, this period shall be equal to the guarantee period provided by the manufacturer of the Goods
9	<b>GTCP</b>	these General Conditions for the Purchase of Goods by Entities of the CIECH Group
10	<b>Protocol</b>	a protocol drawn up in the case of non-compliance of Goods with the Contract, or in the case of transport damage, a model of which is attached as Appendix No. 1 to the Contract Document
11	<b>Representatives of the Counterparty</b>	shall mean: members of the company's bodies, proxies, directors, partners, managers, employees, advisers and agents of the Counterparty
12	<b>Party</b>	CIECH or the Counterparty, as the case may be

<b>13</b>	<b>Parties</b>	CIECH and the Counterparty
<b>14</b>	<b>Goods</b>	movables specified in the Contract, the sale of which to CIECH is covered by the subject matter of the Contract
<b>15</b>	<b>Contract</b>	a sales contract, the subject matter of which includes the sale of Goods to CIECH; concluded by and between CIECH and the Counterparty, to which these GTCP apply, regardless of the mode of its conclusion (including on the basis of an order placed by CIECH)
<b>16</b>	<b>Contract Value</b>	total net remuneration of the Counterparty specified in the Contract

## § 2. APPLICATION OF THE GTCP

1. These GTCP apply to any contracts, in connection with the conclusion of which they were delivered to the Counterparty by CIECH, regardless of the procedure of concluding the Contract, unless otherwise specified in the Contract. GTCP may also form an integral part of the Contract as an appendix to the Contract Document.
2. The application of any template contracts of the other Party to contracts concluded by entities from the CIECH Group is excluded, regardless of their delivery in any form or attaching them by the other Party to the contract or offer or any other statement or provision of the other Party, unless CIECH expressly declares in writing that it accepts the aforementioned contract template.
3. In the event of discrepancies between these GTCP and other documents constituting an integral part of the Contract, the provisions of the Contract Document shall prevail, followed by the provisions of the GTCP and the other documents constituting an integral part of the Contract.
4. Any appendices to these GTCP constitute an integral part thereof.

## § 3. CONTRACT

1. The Contract and any amendment to it shall be made in writing under pain of nullity, subject to the exceptions provided for in these GTCP.
2. The conclusion of the Contract does not mean the granting of exclusivity or the obligation to conclude further agreements in the future by entities from the CIECH Group, unless otherwise expressly provided for in the content of the Contract.
3. The declaration of withdrawal from the Contract shall be made in writing, otherwise null and void.

## § 4. REPRESENTATIONS AND OBLIGATIONS OF THE COUNTERPARTY

1. By concluding the Contract, the Counterparty warrants that:
  - 1) it has the appropriate knowledge, qualified staff, resources and experience necessary for the proper and professional performance of the subject matter of the Contract,
  - 2) it is familiar with the subject matter of the Contract, the terms of its implementation and CIECH's documentation regarding the subject matter of the Contract (if provided) and has no objections to them and confirms that it is able to properly perform the Contract under the conditions specified therein,
  - 3) there are no restructuring proceedings pending against it, no bankruptcy petition has been filed, it is not insolvent or threatened with insolvency, and it is not in arrears with obligations to the Social Insurance Institution or the Tax Office,
  - 4) persons submitting declarations of will on behalf of the Counterparty have appropriate authorisation,
  - 5) all consents required for the conclusion of the Contract by the Counterparty have been granted,
  - 6) it conducts actual business at the address provided in the Contract,
  - 7) it timely submits financial statements to the National Court Register (applies only to a Counterparty who is required to do so).
2. The Counterparty agrees and undertakes:
  - 1) to duly, and in particular, timely, perform the Contract taking into account the professional nature of its activity;
  - 2) when performing the Contract, to comply with all legal provisions, safety requirements, quality norms and standards, industry standards applicable to the subject matter of the Contract;
  - 3) to provide tools, materials, parts and other resources needed to perform the Contract, unless otherwise expressly provided for in the Contract;
  - 4) at the request of CIECH, to return all documentation (or delete data in electronic form) provided by CIECH for the purposes of the Contract, at the latest within 7 days of receiving CIECH's request to this effect;
  - 5) to provide CIECH immediately and on an ongoing basis with information related to the implementation of the Contract, in particular information on the progress of work, delays and other cases of improper performance of the Contract and their reasons; such information shall be provided in writing, no later than 3 days after receiving the request by CIECH and the transfer of the aforementioned information does not release the Counterparty from liability for non-performance or improper performance of the Contract;
  - 6) if the Contract is performed on the premises of CIECH, including its plants or offices – to read and comply with internal CIECH regulations (in particular those related to health and safety and fire protection) that have been provided or made available to it.

## **§ 5. PERSONNEL AND SUBCONTRACTORS**

1. The Counterparty may entrust subcontractors with the performance of all or part of the subject matter of the Contract, only with the prior consent of CIECH in writing, otherwise null and void, provided that such consent does not release the Counterparty from liability or obligations under the Contract.
2. The Counterparty is liable for the actions or omissions of the subcontractor as for its own.
3. In the event of improper performance of the Contract or in the event of breach of the confidentiality rules or regulations referred to in §4 section 2 point 6 above, CIECH shall have the right to request that a staff member or subcontractor of the Counterparty be removed from the performance of the Contract. In the case described above, the Counterparty shall remove such a person within one day from the date of acceptance of CIECH's request, and in the event of an allegation of breach of confidentiality or security, the Counterparty agrees to remove such person from the performance of the Contract immediately.
4. The costs of training, if any, of a new person and taking over the tasks (of the replaced person) shall be borne solely by the Counterparty, regardless of the party who initiated the change (personnel replacement).
5. The Counterparty is required to indicate, at the request of CIECH (within one day), which members of its staff participating in the performance of the Contract are subcontractors.
6. The above provisions also apply to cases where subcontractors entrust the performance of the whole or part of the subject matter of the Contract to further subcontractors.
7. If the Contract specifies a list of CIECH's personnel who is to perform the Contract, the change is made by notification provided by CIECH to the Counterparty in writing and does not require an additional amendment to the Contract in writing, otherwise being null and void.

## **§ 6. PAYMENTS**

1. For the proper performance of the Contract, the Counterparty shall be entitled to remuneration in the amount specified in the Contract each time.
2. The basis for issuing an invoice by the Counterparty is the acceptance of all Goods by CIECH, unless otherwise stipulated in the Contract and provided however that, at the request of the Counterparty, CIECH may consent to separate invoices and payments for deliveries of individual batches of Goods, resulting from different dates of delivery of individual batches of Goods, each time after acceptance of a given batch of Goods.
3. In the event of CIECH's decision to partially accept the Goods or CIECH's consent to separately issue invoices and payments for the delivery of individual batches of the Goods, the Counterparty shall be entitled to issue an invoice covering only the part of the Goods that was accepted by CIECH.
4. The Counterparty is required to issue an invoice immediately after acceptance of the Goods by CIECH and immediately send it to CIECH.
5. A correctly issued invoice, in addition to the statutory requirements, shall contain the following information:
  - 1) information about the CN code of the Combined Nomenclature of the Goods,
  - 2) Contract Document number assigned by CIECH,
  - 3) contact details of the person on the Counterparty's part competent in matters related to the invoice,
  - 4) the number of the account for payment as indicated in the Contract or a declaration in accordance with section 14 below.
6. The Counterparty is required to attach to the invoice a copy of the Protocol (if required according to these GTCP).
7. Failure by the Counterparty to meet the requirements specified in section 5 points 1-2 above, means that the date of payment of the amount due resulting from the invoice delivered by the Counterparty in this way shall be counted from the date of removing the irregularities by the Counterparty.
8. A Counterparty registered as an active VAT taxpayer in Poland shall in each case add value added tax (VAT) to the invoices issued by it, in accordance with the provisions applicable in Poland.
9. If the price of the Goods is indicated in the Contract in a currency other than PLN, the invoice shall be issued in the currency indicated in the Contract. The amount of VAT (applicable to the Counterparties indicated in section 8 above) shall be specified on the invoice and converted by the Counterparty into PLN at the exchange rate determined in accordance with the applicable provisions of the Act on tax on Goods and services. The value of VAT specified on the invoice shall be paid in PLN by transfer to a separate bank account provided by the Counterparty. The net amount shall be paid by transfer in the currency specified in the Contract to the currency bank account provided by the Counterparty.
10. Payment of the receivables shall be made by CIECH by bank transfer within 60 days of CIECH receiving a correctly issued invoice, unless the Parties specify a different due date in the Contract.
11. If the data on the invoice is incorrect, the Counterparty is obliged to issue and deliver a correcting invoice immediately, not later than 7 days from the date of CIECH's request to rectify an incorrectly issued invoice.
12. The date of payment shall be the date on which the bank debits CIECH's bank account.
13. The payment shall be made to the Counterparty's account indicated in the Contract or in the declaration submitted in accordance with section 14 below.

14. Changing the Counterparty's bank account specified in the Contract does not require an annex to the Contract and in the event of a change of the Counterparty's bank account number, it agrees to send a statement to CIECH containing the following data:
  - 1) name and address of the bank,
  - 2) SWIFT code of the bank,
  - 3) number of the new bank account.The declaration referred to above must be signed by persons authorised to represent the Counterparty in the scope of incurring liabilities.
15. CIECH reserves the right to make payments to the Counterparty indicated in section 8 above, in the split payment mechanism.
16. If the subject matter of the Contract includes Goods or services listed in Annex 15 to the Act on tax on Goods and services, subject to the obligation to apply the split payment mechanism, the Counterparty referred to in section 8 above, the invoices issued shall include the mandatory indication "split payment mechanism". In the event of failure to meet this obligation and incurring tax sanctions by CIECH related to incorrect payment of an incorrectly issued invoice, the Counterparty agrees to repair the entire damage suffered by CIECH as a result of determining a possible tax liability, including sanctions and interest imposed on CIECH by the tax authority, in the amounts resulting from the decisions of the tax authority.
17. The bank account number indicated for payment to the Counterparty, referred to in section 8 above, must be on the so-called white list of taxpayers (in accordance with the Act of 11 March 2004 on tax on Goods and services) on the date of payment order. If CIECH finds any discrepancies in this respect, the payment shall not be made to the indicated account number and the Counterparty shall be required to indicate the correct bank account on the white list of taxpayers. The Counterparty shall not be entitled to charge any interest due to delay in payment on this account.

## § 7. CONTRACTUAL PENALTIES

1. CIECH shall have the right to demand payment of the following contractual penalties for non-performance or improper performance of the Contract by the Counterparty:
  - 1) 1% of the Contract Value for each commenced day of delay (strict liability) in the delivery of the Goods or a given batch of Goods respectively - for the first 10 days of delay;
  - 2) 2% of the Contract Value for each commenced day of delay (strict liability) in the delivery of the Goods or a given batch of Goods respectively - starting from the 11<sup>th</sup> day of delay;
  - 3) 1% of the Contract Value for each commenced day of delay (strict liability) in repairing or replacing the Goods in relation to the period provided for in the guarantee conditions applicable to the given Contract, counted from the date of filing the complaint;
  - 4) 1% of the Contract Value for each commenced day of delay (strict liability) of the Counterparty in the return receipt of the defective Goods in accordance with the provisions on withdrawal from the Contract applicable to the given Contract;
  - 5) 10% of the Contract Value in the event of withdrawal from the Contract by CIECH (in whole or in part) for reasons attributable to the Counterparty.
2. CIECH has the right to demand the payment of a contractual penalty in the amount of PLN 100,000 for non-performance or improper performance of the confidentiality obligation by the Counterparty, in particular in the event of a breach of the Counterparty's obligations provided for in § 9 GTPC.
3. Contractual penalties shall be charged separately for each breach of the Contract.
4. The total amount of contractual penalties provided for in section 1 above is limited to the amount specified in the Contract, provided that such limit is clearly indicated in the Contract.
5. If charged, contractual penalties do not limit CIECH's right to claim supplementary compensation on general terms, up to the full amount of the damage suffered by CIECH.
6. Contractual penalties are independent of each other and may be pursued by CIECH, even if more than one penalty is charged due to one event.
7. Contractual penalties are also due respectively in the event of withdrawal from the Contract.
8. The Counterparty shall pay CIECH contractual penalties within 30 days from the date of delivery of the accounting (debit) note.

## § 8 FORCE MAJEURE

1. Neither Party shall be liable for non-performance or improper performance of the Contract and for any damage to the extent caused by a force majeure event. The occurrence of a force majeure event and its impact on the performance of the Contract and the occurrence of a damage must be demonstrated by the Party relying on force majeure.
2. Force majeure shall be understood as any external and sudden events that could not be foreseen at the time of concluding the Contract and that could not be avoided or resisted, and the consequences of which could not be prevented with due diligence, in particular the following events, if they meet the above conditions:
  - 1) wars (whether declared or not) and other military operations, invasions, terrorist acts, mobilisations, embargoes, military coups or civil war;

- 2) radioactive or radioactive contamination from nuclear fuel or nuclear waste, nuclear fuel combustion, radioactive, toxic explosives and other hazardous properties of any nuclear explosive assemblies or their nuclear components;
- 3) epidemics, natural disasters, such as earthquakes, collapses, floods.
3. If a Party is unable to meet its obligations due to force majeure, it shall be required to:
  - 1) immediately notify the other Party of this fact, no later than within 2 days from the moment when it obtained information about the occurrence of such an event, and
  - 2) present reliable evidence for the above within 1 day from the date of notification, in accordance with point 1) above; under pain of losing the right to rely on the occurrence of force majeure.
4. A party that is unable to fulfil its obligations due to force majeure is required to take all possible and legally prescribed measures to minimise the impact of force majeure on the performance of the Contract.
5. When the force majeure event ceases, the other Party shall be notified of this fact immediately, but not later than within 1 day from the date on which the Party referring to the event of force majeure has learned about its termination, under pain of losing the right to appoint it. the occurrence of a force majeure event.
6. In the event of force majeure continuing over a period of more than 10 days, the Parties, in good faith, shall agree on a solution that satisfies the interests of both of them. If the Parties fail to reach an agreement within 10 days from the commencement of negotiations, and the state of force majeure persists, CIECH shall be entitled to submit a declaration of withdrawal from the Contract in whole or in part (at the discretion of CIECH). The aforementioned statement shall be submitted within 10 Business Days from the expiry of the aforementioned the deadline for reaching an agreement and requires a written form, otherwise null and void. If CIECH does not submit a declaration of withdrawal referred to above, the Contract shall be automatically extended by the duration of the force majeure state, but not longer than 60 days from the date of its occurrence.

## § 9. CONFIDENTIALITY

1. The Counterparty shall keep the Confidential Information in strict confidence and shall take all steps to maintain such confidentiality, with at least the same degree of care as it maintains the confidentiality of its own Confidential Information, and in any case not less than due diligence taking into account the professional nature of the Counterparty's business.
2. During the term of the Contract and in the period of 10 years from the expiry of the Contract, the Counterparty shall not disclose any Confidential Information to third parties other than:
  - 1) Representatives of the Counterparty, but only those who reasonably require access to such Confidential Information in connection with the proper performance of the Contract and who:
    - a) have been informed of the confidential nature of the Confidential Information, prior to its disclosure and of the Counterparty's obligations under the Contract, and
    - b) are or will become (at the latest before disclosing the Confidential Information) bound by a confidentiality obligation in relation to such Confidential Information, to an extent at least equal to that specified in the Contract, on the basis of an appropriate agreement, law or ethical code;
  - 2) subcontractors and other third parties, if it is necessary for the proper performance of the Contract and subject to prior consent of CIECH for disclosure, in writing. The Counterparty shall provide the aforementioned persons only the Confidential Information that is necessary for the proper performance of their duties. Prior to the disclosure of Confidential Information, it shall conclude with such a third party an agreement on the protection of the confidentiality of the disclosed Confidential Information, the provisions of which shall regulate the protection of Confidential Information at a level not lower than that specified in this paragraph and which shall include an authorisation for CIECH to request immediate deletion of Confidential Information held by above a third party.
3. The Counterparty guarantees that the persons to whom it discloses Confidential Information shall not violate the rules for the protection of Confidential Information set out in this section, and that each case of breach of these rules shall be a failure by the Counterparty to fulfil its obligations, authorising CIECH, in particular, to charge a contractual penalty provided for in § 7 section 2 above.
4. The Counterparty may use Confidential Information only during the term of the Contract and for the purpose of performance of the Contract, in particular, the Counterparty may not use Confidential Information in its own business or for the needs of third parties.
5. The obligation of confidentiality does not limit the Counterparty in executing an order (obligation) resulting from a legally binding and final (or immediately enforceable) decision of a court, a competent law enforcement authority or a competent administrative authority, including, in particular, competent regulatory authorities over the securities market. valuable, obliging the Counterparty to present or disclose Confidential Information, provided, however, that the Counterparty, to the fullest extent permitted by law and taking into account the existing circumstances, immediately notifies CIECH that it has received such an order (obligation) to enable CIECH to take actions aimed at changing or revoking such an order, and shall reasonably cooperate with CIECH in actions aimed at changing or revoking such an order and in all related proceedings. Unless such an order is amended or revoked, Confidential Information disclosed by the Counterparty shall be limited only to such information that, in accordance with the law or a judgment (decision), must be provided or disclosed to a competent court or authority.



6. After the expiry of the Contract or earlier at the request of CIECH, the Counterparty (in the absence of other instructions from CIECH) shall immediately:
  - 1) destroy any material media containing Confidential Information (including all copies or reproductions thereof) or, if impossible, permanently remove Confidential Information from them, and this obligation does not apply to Confidential Information contained in back-up copies created by systems IT software of the Counterparty until the IT system containing Confidential Information is reconstructed on their basis,
  - 2) immediately cease to use and cause that its Representatives and any third parties cease to use any Confidential Information, and
  - 3) certify in a letter addressed to persons on the side of CIECH indicated in the Contract that the obligations resulting from this section have been fulfilled.Notwithstanding the foregoing, for a maximum period of 10 years from the termination of the Contract, the Counterparty may retain one (1) copy of the Confidential Information received under or in connection with the Contract solely for the purpose (and if necessary):
  - 1) securing your rights and obligations in relation to such Confidential Information (including in connection with court proceedings) or
  - 2) in order to ensure the fulfilment of the statutory obligations imposed on the Counterparty (if any).
8. The Counterparty acknowledges that the company CIECH S.A. is a public company within the meaning of Art. 4 point 20 of the Act of 29 July 2005 on Public Offering, Conditions Governing the Introduction of Financial Instruments to Organised Trading, and Public Companies (Journal of Laws of 2021, item 1983, as amended). (the "Act on Offer"), and in addition that in connection with the conclusion of the Contract, among the Confidential Information obtained or provided, there may also be information referred to in Art. 7 of the Regulation of the European Parliament and of the Council (EU) No. 596/2014 of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directive 2003/124/EC, 2003/125/EC and 2004/72/EC (the "MAR") and in article 4 point 31 of the Act on Public Offering. In connection with the above, the Counterparty agrees to perform the Contract in accordance with the obligations arising from MAR and other legal provisions applicable to Confidential Information, in particular - the Act on Offer.
9. All Confidential Information is disclosed by CIECH "as is", which means that CIECH does not grant and exclude any guarantee or assurance with respect to Confidential Information provided or disclosed by it or on its behalf as to its accuracy, completeness, quality, merchantability or fitness for a particular purpose. CIECH shall not be liable, directly or indirectly, to the Counterparty for any damages that may arise as a result of the Counterparty's (also permitted) use of Confidential Information or any errors in them or their incompleteness.
10. Confidential information remains the sole property of CIECH. Nothing in the Contract:
  - 1) does not transfer to the Counterparty any right, title, share or permission to use (license) to any of CIECH's Confidential Information (including any intellectual property rights contained therein) and
  - 2) does not create any obligation, implicitly or otherwise.
11. In the event of non-performance or improper performance of the confidentiality obligation by the Counterparty, CIECH is entitled to charge a contractual penalty provided for in § 7 section 2 above.
12. If the Counterparty provides information which constitutes the Counterparty's business secrets, the Counterparty agrees to their disclosure by CIECH to other entities from the CIECH Group.

## CHAPTER 2. SPECIFIC PROVISIONS RELATING TO THE SALE

### § 1. SALE

1. The Counterparty is required to transfer the ownership of the Goods to CIECH, deliver and release the Goods under the conditions specified in the Contract and these GTCP, and CIECH is required to accept the Goods and pay the Counterparty the due price.
2. The DAP Warehouse Incoterms 2020 rule shall apply to the Contract, subject to changes resulting from these GTPC (unless the Contract specifies otherwise).
3. The price of the Goods indicated in the Contract constitutes the entire remuneration and exhausts the Counterparty's claims for the performance of the Contract. The price of the Goods includes, in particular, taxes (other than VAT), insurance, all costs of delivery to the place of delivery, except for customs expenses and fees for activities related to customs clearance which shall be borne by CIECH.
4. Unless otherwise expressly reserved in the Contract, the Goods delivered shall comply with the specification, drawings and any other requirements contained in the Contract, shall be new, unused, of good quality, carefully made of appropriate material, tested and shall meet all necessary technological requirements for their use in accordance with the Contract and made in accordance with the applicable regulations and standards.
5. CIECH shall have the right to carry out, at its own expense, a preliminary inspection at the Counterparty's location in order to verify the conditions under which the Goods are produced and stored, as well as further inspections to verify the conditions and progress of the Contract by the Counterparty; provided that the Counterparty shall be notified of the same at least one Business Day in advance.

## § 2. DELIVERY OF GOODS

1. The Counterparty is required to deliver the Goods within the time limit specified in the Contract. Changing the delivery date requires the prior consent of CIECH in a documentary form, unless the Contract provides otherwise and does not require an additional amendment to the Contract in writing under pain of nullity.
2. Deliveries of Goods shall be carried out during the business hours of CIECH or other hours agreed by the Parties in a documentary form. Changing the time of delivery or delivery of the Goods in batches requires the prior consent of CIECH in the documentary form and does not require an additional amendment to the Contract in writing under pain of nullity. CIECH's consent to the delivery of the Goods in batches shall not be tantamount to the consent to issue separate invoices and for payments for the delivery of individual batches of Goods, for which CIECH's express consent shall be required in accordance with the provisions of Chapter 1 § 6 section 2 above.
3. If the date of delivery of the Goods has not been specified in the Contract, the Counterparty is required to deliver the Goods immediately upon the request of CIECH, but not later than within 3 Business Days.
4. The Goods shall be delivered in packaging providing adequate protection, taking into account the type of Goods and the method of their transport, in particular, the delivery of the Goods shall be carried out under conditions that do not deteriorate the agreed properties of the Goods, including protection of Goods against foreign smells, moisture, dust and too low or high temperature.
5. The Counterparty shall be responsible for compliance and agrees to comply, with all the requirements for the transport of dangerous Goods, if applicable.
6. The Counterparty is required to place labels on the packaging of the Goods containing the following information:
  - 1) name of the Goods and their identifier (e.g. CAS number, index number, chemical name of the substance),
  - 2) manufacturer's name, address and telephone number,
  - 3) batch number, production date,
  - 4) shelf life/expiry date,
  - 5) net/gross weight,
  - 6) labelling of the types of hazards and precautions, manner of handling the Goods (hazard pictograms, hazard statements, signal words, appropriate precautionary statements, supplementary information) in accordance with the provided safety data sheet and applicable regulations,
  - 7) transport marking, if applicable (UN number and others),
  - 8) any additional information, if required.
7. In the case of a dangerous or hazardous substance or mixture, the labelling shall comply with the current legal regulations and the current safety data sheet.
8. If the Goods are delivered in a collective packaging, the packaging shall be marked with a collective label specifying the type and quantity of the Goods contained therein along with the production batch number and the information listed above.
9. On the date agreed by the Parties in the documentary form, but not later than three Business Days before the agreed date of delivery of the Goods, the Counterparty shall send CIECH a shipping advice, providing the following particulars: method of transport, expected date of shipment, date of delivery, shipping specification, together with the weight and the instructions necessary for the proper transport and unloading of the Goods or shall make a notification in the system used by CIECH, in accordance with the instructions provided by it.
10. The Counterparty shall attach shipping documents to each delivery of the Goods, which should enable precise identification of the deliveries, their quantity and quality inspection and, if necessary, also material safety data entries. Along with the Goods, all documents necessary for the proper acceptance and use of the Goods shall also be provided, in particular:
  - 1) bill of lading,
  - 2) technical documentation necessary for the correct assembly of the Goods, operation, start-up, exploitation and maintenance, together with construction and assembly drawings as well as mechanical, inspection and measurement, electrical and configuration instructions, repair instructions, spare parts catalog, if the delivered Goods so require;
  - 3) material approvals, certificates of analysis, tests and approvals, certificates of compliance, manufacturer's declarations of conformity, quality certificates and any other documents required by CIECH and the law applicable in the Republic of Poland and the European Union, if the delivered Goods so require;
  - 4) instructions on the proper storage of the Goods, if the delivered Goods so require;
  - 5) required quality certificates in accordance with the specification of the Goods attached to the Contract, if the delivered Goods so require;
  - 6) a safety data sheet in accordance with the REACH regulation, if the delivered Goods so require,
  - 7) a document confirming the quantity and weight of the delivered Goods - e.g. a weight document, labels on packaging, if the delivered Goods so require;
  - 8) delivery note in 3 (three) copies: one for CIECH, two for the Counterparty, containing the following details:
    - a) the name and address of the Counterparty,
    - b) tax identification number of the Counterparty,
    - c) delivery date,
    - d) name of the Goods and their quantity,

- e) designation in the form of the CIECH Index,
  - f) name and address of CIECH,
  - g) delivery address,
  - h) the Contract Document number assigned by CIECH;
  - 9) any other documents or information specified in the Contract.
11. Absence of the required documentation or incorrect documentation constitutes a significant defect of the Goods and justifies CIECH's refusal to accept it.
  12. The return of collective packaging, if any, requires the Parties to conclude a separate agreement in advance, taking into account, in particular, the rules of settlements regarding deposit returnable packaging on the basis of VAT.
  13. Unless the Parties agree otherwise:
    - 1) if the Goods are imported by the Counterparty in the territory of Poland, CIECH shall be responsible for admitting the Goods to trading in the EU customs territory, in accordance with the applicable regulations;
    - 2) in the case of delivery of the Goods from the territory of the European Union, the Counterparty shall be obliged to fulfil all the requirements under the European Union law, in particular, pertaining to INTRASTAT and VAT/value added tax.
  14. In the case of delivery of the Goods as part of intra-Community triangular deliveries, in which the Counterparty acts as an intermediary entity within the meaning of the Value Added Tax Act, the Counterparty, before the date of the first delivery of the Goods, shall send information to CIECH (in writing or electronically) on the intention to use the simplified VAT settlement procedure. The Counterparty shall be obliged to fulfil all the requirements under the European Union law pertaining to intra-Community triangular deliveries.

### § 3. ACCEPTANCE OF GOODS

1. The Counterparty shall be responsible for the compliance of the delivered Goods with the Contract, in particular with the specification attached to the Contract Document. The Counterparty warrants that the delivered Goods shall be free of defects. Accordingly, the obligations of CIECH in the scope of inspecting the Goods shall be limited to the obligations described below in these GTPC.
2. CIECH shall confirm that the carrier has handed over the Goods for acceptance on the Counterparty's shipping document (bill of lading, WZ document – delivery note) and shall receive the Goods from the carrier, provided that there is no visible defect or damage to the shipment. Such confirmation does not mean that CIECH has accepted the Goods.
3. Subject to the provisions of section 4 below, CIECH is required to inspect the Goods only in the scope of:
  - 1) quantitative inspection of collective packaging, if the Goods are delivered in collective packaging, or quantitative inspection of the Goods, if the Goods are delivered without collective packaging,
  - 2) compliance of the documentation of the Goods with the specification attached to the Contract Document.CIECH shall perform the inspection referred to in the above sentence within 7 Business Days from the date of handing over the Goods for acceptance, as referred to in section 2 above.
4. In the case of Goods for which a weight specification is stipulated in the Contract, CIECH may (instead of or in addition to the inspection described in section 3 above) check the Goods in the scope of:
  - 1) the weight of the Goods,
  - 2) compliance of the documentation of the Goods with the specification attached to the Contract Document;CIECH shall perform the inspection referred to in the above sentence within 7 Business Days from the date of handing over the Goods for acceptance, as referred to in section 2 above.
5. The Counterparty shall have the right to participate in the inspection at its own expense, subject to giving CIECH a one-day notice in advance.
6. If, after the inspection, CIECH identifies any non-compliance of the Goods with the Contract or any transport damage, CIECH shall:
  - 1) draw up the relevant Protocol, and
  - 2) have the right to refuse to accept the Goods in whole or in part and, at its choice, to:
    - a) demand immediate delivery of the Goods free from defects and in the quantity complying with the Contract, or
    - b) purchase, at the cost and risk of the Counterparty, any goods equivalent to the ones which CIECH refused to accept, with no court authorisation required for this purpose;CIECH's decision shall be described in the Protocol submitted to the Counterparty.
7. The Protocol referred to above shall be provided to the Counterparty in a documentary form no later than 10 Business Days from the date of handing over the Goods referred to in section 2 above.
8. The date of acceptance of the Goods shall be:
  - 1) the date being the time limit for submitting the Protocol referred to in section 7 above if CIECH does not provide the relevant Protocol or the date of collection of the Goods from the CIECH warehouse for use, depending on which of the aforementioned events occurs earlier;
  - 2) in the event that in accordance with section 6 above, CIECH decides to accept a part of the Goods - the date of submitting the Protocol to the Counterparty, in relation to the part of the Goods that was accepted by CIECH.
9. Upon acceptance of the Goods, CIECH acquires its property, and the benefits and burdens related to the Goods and the risk of accidental loss or damage to the Goods shall be transferred to CIECH, provided however that if stipulated in the Contract,



the Counterparty is additionally required to provide services related to the Goods delivered, e.g. assembly, installation, configuration or commissioning – such transfer shall occur after the Counterparty has completed all the services.

10. In the event of a refusal to accept the Goods in whole or in part, CIECH shall be also entitled to charge contractual penalties for delays, in accordance with the provisions of these GTCP.
11. For the avoidance of interpretative doubts, the Parties confirm that signing the shipping documents by CIECH, failure to submit comments to the Goods in the form of a Protocol, or acceptance of the Goods in accordance with the provisions above:
  - 1) does not mean that each item of the Product has been checked by CIECH;
  - 2) does not exclude or limit the rights of CIECH under the warranty or guarantee;
  - 3) does not deprive CIECH of the right to pursue claims for defects that appeared after the acceptance or any defects that were not covered by the scope of inspection of the Goods by CIECH.
12. In the event of a refusal to accept the Goods by CIECH or its acceptance of only a part of the Goods, the Counterparty is required to return the Goods (or the relevant part thereof) within 10 Business Days of receiving the Protocol from CIECH. In the event of a delay in the return of the Goods, CIECH shall be entitled to charge the Counterparty contractual penalties in accordance with the provisions of these GTCP.

#### § 4. GUARANTEE

1. Regardless of the rights of CIECH resulting from the warranty for defects, the Counterparty grants CIECH a quality guarantee for the Goods for the Guarantee Period counted from the date of acceptance by CIECH. In the case of delivering the Goods in batches, the guarantee period starts to run from the date of acceptance by CIECH of the last batch of Goods under the given Contract.
2. In the event of the discovery of defects in the Goods within the period specified in section 1 above, CIECH is entitled, at its choice, to:
  - 1) demand for repair by removing the identified defects,
  - 2) demands for the delivery of the Goods free from defects,
  - 3) lowering the price of the Goods,
  - 4) withdraw from the Contract in whole or in part, at the choice of CIECH.

For the avoidance of doubt, the Parties agree that the selection of one of the above rights, referred to in points 1-3, does not exclude the right of CIECH to exercise the right referred to in point 4, if the Counterparty has not complied with the demands within the time limit specified in points 1-3.

3. The Counterparty is required to repair or replace the Product with a Product free from defects within 14 days from the date of filing the complaint and without additional remuneration, unless the Parties agree on a different date in a given case.
4. The complaint shall be submitted to the Counterparty's e-mail address indicated in the Contract or by e-mail indicated by the Counterparty. The Counterparty shall respond to the submitted complaint within 5 days and shall provide a reply to the CIECH e-mail address from which the complaint was sent.
5. CIECH, upon prior notification of the Counterparty, also has the right to carry out, at the Counterparty's expense and risk, repair or replacement on its own, if they are minor or necessary to avoid further damage or must be carried out immediately or the Counterparty has failed, in a timely manner, to meet the demands specified in section 2 points 1-3. In such a case, CIECH is not required to obtain the court's authorisation to perform this action (pursuant to article 480 § 1 of the Civil Code). The costs incurred by CIECH for this purpose shall be reimbursed by the Counterparty.
6. The right to submit a declaration of withdrawal provided for in section 2 above, CIECH is entitled to no later than 60 days after the expiry of the guarantee period for the given Goods.
7. After the repair or replacement of the Goods with a new one, the guarantee period starts anew.
8. Regardless of the rights resulting from the guarantee, CIECH may exercise all rights resulting from the warranty for defects provided for in the Civil Code.

#### § 5. WITHDRAWAL

1. Regardless of the statutory right of withdrawal and other provisions of the Contract, CIECH reserves the right to withdraw from the Contract in whole or in part (at the discretion of CIECH) for reasons attributable to the Counterparty also in the following cases:
  - 1) the delay in the performance of the Contract or the delivery of a given batch of Goods exceeds 10 days,
  - 2) the Counterparty's delay in performing the obligations related to liability for defects in the Goods (including under the guarantee) exceeds 14 days,
  - 3) the Counterparty violates the regulations referred to in Chapter 1 §4 section 2 point 6 of these GTCP (applies to the performance of the subject matter of the Contract on the premises of CIECH),
  - 4) in any other cases expressly indicated in the Contract.
2. The right to withdraw provided for in section 1 above is entitled to CIECH, no longer than 30 days after the expiry of the guarantee or warranty period for the given Goods (the longer of the terms shall apply).

3. In the event of a partial withdrawal from the Contract, the Parties shall prepare an inventory protocol of the accepted and unpaid Goods within 14 days from the date of withdrawal. The inventory protocol shall in this case constitute the basis for the final settlement of the Contract.
4. In the event of withdrawal from the Contract by CIECH, depending on the scope of the withdrawal, the Counterparty shall immediately issue a correcting invoice and return the received remuneration to CIECH, and CIECH shall return the Goods on the basis of ExWorks (CIECH Warehouse) INCOTERMS 2020. CIECH shall indicate in the declaration of withdrawal:
  - 1) bank account number to which the Counterparty shall return the price for the Goods,
  - 2) the date of returning the price for the Goods,
  - 3) the date and place of return of the Goods.

## **CHAPTER 3. FINAL PROVISIONS**

### **§ 1. GOVERNING LAW**

1. The Contract shall be governed by Polish law. The applicable provisions of Polish law, and in particular, the Act of 23 April 1964: Civil Code, shall apply to any matter not provided for in the Contract or the GTCP.
2. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.
3. Polish courts shall have exclusive jurisdiction in all disputes arising from or which may arise from the concluded contract.
4. Any disputes that may arise from the Contract shall be settled by the Parties, in the first instance, in an amicable manner. If no agreement is reached within thirty (30) days from the request of either Party to the other Party for an amicable settlement of the dispute, the dispute shall be submitted to the jurisdiction of the competent common court having jurisdiction over the registered office of CIECH.

### **§ 2. GDPR**

The parties agree to ensure compliance with the provisions on the protection of personal data, including the regulations in force within the CIECH Group, provided that they are made available to the Counterparty. Should the processing of personal data prove necessary for the performance of the Contract, within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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), with regard to which the other Party acts as the data controller or the entity processing the personal data in question on behalf of third parties (the so-called "processor"), the Parties shall conclude an agreement for personal data processing, specifying the scope and purpose of such personal data processing.

### **§ 3. REPRESENTATIVES OF THE PARTIES**

1. Each Party shall appoint its representative responsible for making decisions and for contacts with the other Party in the performance of the Contract on its behalf.
2. Representatives of the Parties referred to in section 1 above, to be identified in the Contract, are not authorised to incur any financial obligations and make any other declarations of will on behalf of CIECH or the Counterparty, respectively, including those resulting in the amendment of the Contract, unless the Contract stipulates otherwise or they have been separately authorised to do so.
3. No change of the representatives of the Parties identified in the Contract shall constitute an amendment thereto and shall merely require prior notification of the other Party in writing.

### **§ 4. ASSIGNMENT**

1. Transfer by the Counterparty to a third party of all or any part of its rights or obligations, including receivables under the Contract, or granting authorisation to a third party to pursue these claims, requires prior express and written consent (under pain of nullity) of CIECH.
2. CIECH shall have the right to transfer its rights or obligations under the Contract without the Counterparty's consent.

### **§ 5. MISCELLANEOUS PROVISIONS**

1. Within the limits set by the mandatory provisions of law, the invalidity of any provision of the Contract or these GTCP shall not affect the validity of the remaining provisions of the Contract and these GTCP. If any of the provisions of the Contract or these GTCP is found to be invalid or ineffective or unenforceable or if there is a gap in the Contract, the remaining provisions of the Contract and these GTCP shall remain valid and effective, and the performance of the Contract shall be continued without such a clause, unless the material provisions are invalid or the content of the Contract shows that without the invalid provisions, the Contract would not have been concluded. In such a case, the Parties agree to replace such a provision with another valid and effective one, which in terms of economic and financial consequences and the intentions of the Parties is as similar as possible. The Contract replaces all previous arrangements of the Parties made in the course of the Contract negotiations, including in particular the invitation to submit offers and the offer submitted by the Counterparty. In case of any doubts as to the intentions of the Parties, only the provisions of the Contract and these GTCP shall be binding.
2. Unless otherwise stated in these GTCP, all values given in the GTCP are expressed in their net amount.

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