

GENERAL TERMS AND CONDITIONS OF PURCHASE (GTC) GERDA Sp. z o.o.

1 DEFINITIONS AND SCOPE OF APPLICATION

- 1.1 In these General Terms and Conditions of Purchase of Goods and Services (GTC), certain words and expressions shall have the meanings assigned to them below:
- 1.1.1 **Buyer** – GERDA Sp. z o.o. with its registered office in 05-806 Komorów, Sokołów, ul. Sokołowska 49, registered in the National Court Register under KRS number 0000246890, kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, NIP (Tax ID): 675-134-16-21, REGON (Business ID): 120196154).
 - 1.1.2 **Supplier** – shall mean the company, firm, or person who has accepted the Purchase Order and which performs the sale/delivery of Goods or the provision of services for the Buyer.
 - 1.1.3 **Purchase Order/Order** – shall mean the Buyer's order placed with the Supplier in writing, including e-mail and other means of electronic communication or fax, concerning the Execution and/or Delivery.
 - 1.1.4 **Execution** – shall mean the whole and each of the individual services specified in the Purchase Order to be performed and delivered to the Buyer as stated in the Order.
 - 1.1.5 **Delivery** – shall mean all or any individual item marked in the Purchase Order, such as materials, packaging, raw materials, equipment, devices, machines to be delivered to the Buyer as specified in the Purchase Order.
 - 1.1.6 **Price** – shall mean the price of Execution and/or Delivery specified in the Purchase Order.
 - 1.1.7 **Agreement** – shall mean a sales or delivery agreement or a service agreement including and taking into account the GTC by referring to them as the applicable terms and conditions adopted by the Supplier in the Purchase Order.
 - 1.1.8 **Subcontractor** – shall mean the company, firm or person who has undertaken the Execution/Delivery to the Supplier of a part or all of the Purchase Order that has been submitted to the Supplier by the Buyer and for the Execution/Delivery of which the Supplier is fully responsible.
- 1.2 With respect to the Execution and Deliveries ordered by the Buyer, only these GTCs made available to the Supplier shall apply.
- 1.3 Acceptance of the Purchase Order means the acceptance of all provisions of the Purchase Order and the GTCs and shall mean the conclusion of the Agreement on the terms and conditions included in the Purchase Order and the GTCs.
- 1.4 Special provisions of the Purchase Order, specific terms agreed in writing with the Supplier and other documents included in the content of the Purchase Order, which may be in conflict with the General Terms and Conditions of Purchase (GTC), shall take precedence over the corresponding provisions of the GTC.

2 PURCHASE ORDER

- 2.1 Prior to submitting any offer, the Supplier shall obtain all information regarding the needs of the Buyer and the anticipated application of the Execution/Delivery in order to provide the Buyer with the necessary advice and information regarding the proposed Execution/Deliveries.
- 2.2 The Purchase Order shall be placed by the Buyer to the Supplier in writing, via post, fax, e-mail or other electronic media.
- 2.3 The Supplier is obliged to confirm the acceptance of the Order for processing within 3 working days from the date of sending it. If, however, within 3 working days of shipment of the Order, the Buyer does not receive from the Supplier the information on confirmation/replacement on the execution of the Order in question, the Order shall be treated as accepted for execution on the terms specified therein.
- 2.4 Upon the expiry of the period for the Supplier to inform the Buyer of the cancellation of the Purchase Order, the Execution Agreement or the Supply Agreement shall be concluded accordingly.

- 2.5 Any objections to the Purchase Order must be raised by the Supplier before the expiry of the period of withdrawal from the execution of the Order referred to in point 2.3.
- 2.6 Any change in the Order after its acceptance by the Supplier (including the price, completion date, and amount of the required Execution/Supply) must be confirmed in writing by both Parties, otherwise being null and void.
- 2.7 For the performance of the Services Agreement, subcontracting by third parties is permitted if the Supplier informs the Ordering Party and the Ordering Party gives its written consent. The Buyer's consent must be expressed in writing, otherwise being null and void.
- 2.8 The Supplier shall be liable for any conduct of persons and third parties involved in the performance of the Order as for its acts or omissions.
- 2.9 The Buyer reserves, by the provision of Article 492kc, that it is interested in the performance of the Order by the Supplier (Execution/Delivery) only within a strictly defined period in the Order, and in the event of a breach of this term, the Buyer shall be entitled, without setting a grace period, to withdraw from the agreement based on which the Execution or Delivery of the Order took place.
- 2.10 In the event of a breach by the Supplier of the deadline for Execution or Delivery of the order, it shall lose the meaning given to the Buyer, in particular, due to the nature of the agreements signed with the Buyer's recipients, which enforce timely payment, grant the right to withdraw from untimely Execution and Deliveries, as well as the right to impose contractual penalties. The Buyer, therefore, reserves the right to withdraw from the purchase of products covered by late Executions or Deliveries without setting an additional deadline.
- 2.11 In the event of gross breach of the GTC by the Supplier and other legal regulations, the Buyer may withdraw from the Order due to the Supplier's fault.
- 2.12 In case of doubt, it is agreed that the Buyer, in all cases entitled to withdraw from the Agreement, is also entitled to partially withdraw from the Agreement.

3 DELIVERY TERMS AND REQUIRED DOCUMENTS

- 3.1 The Supplier guarantees that the subject matter of the Order shall be Realised/Delivered completely and within the time limit specified in the Order. The Order shall be regarded as Realised/Delivered upon the physical delivery of the subject matter of the Order to the Buyer in the place indicated by the Buyer together with the required documents specified by the Buyer in the Order and/or GTC.
- 3.2 The Supplier shall immediately inform the Buyer of any situation that may affect the timely and quantitative performance of the Order (Execution/Delivery). However, the above information shall not release the Supplier from its obligations as stated in the Order.
- 3.3 The Execution/Delivery specified in the Order shall be made on a one-off basis, unless otherwise agreed by the Parties. If the Parties have allowed the Execution of the Order in parts, the obligation to send the required documentation shall apply to each delivery.
- 3.4 Execution/Delivery shall not be deemed completed if the Buyer does not receive all the documents specified in the Purchase Order and/or the GTC, together with the required documentation, approvals, and certificates (if applicable to a particular Order). Execution/Delivery shall also not be deemed to have taken place if the Buyer does not receive from the Supplier all documents directly required by law to be held.
- 3.5 Deliveries shall be made to the Buyer's warehouses indicated in the Order:
 - 3.5.1 Warehouse 'Starachowice': ul. Eugeniusza Kwiatkowskiego 13, 27-200 Starachowice;
 - 3.5.2 'Sokołów' warehouse: Sokołów, ul. Sokołowska 49, 05-806 Komorów.
- 3.6 The Buyer's warehouses are open on business days from Monday to Friday between 6:30 a.m. and 3 p.m. Courier shipments are accepted between 6:30 a.m. and 3 p.m.

4 GUARANTEES AND LIABILITY OF THE SUPPLIER

- 4.1 In the event of a delay in the Execution and/or Delivery of a Purchase Order, the Supplier shall pay to the Buyer a contractual penalty in the amount of 0.5% of the net value of the Order, for each commenced day of delay, not more than 30% of the net value of the delayed Purchase Order.
- 4.2 Contractual penalties shall be paid at the first written request of the Buyer. The Buyer is entitled to claim damages in excess of the stipulated contractual penalties.
- 4.3 In case of doubt, it is agreed that each separate Purchase Order is a new basis for calculating contractual penalties.
- 4.4 The Buyer shall be entitled to deduct the accrued contractual penalties from the Supplier's amounts due/receivable, regardless of whether or not they have arisen.
- 4.5 The Supplier warrants that the Executed/Delivered subject matter of the Purchase Order shall be free from defects (including hidden defects), faults, and non-compliance with the Purchase Order/Agreement and shall comply with the documents constituting the appendices to the Purchase Order, as well as with the legal obligations and any requirements indicated by the Buyer.
- 4.6 The Supplier shall assume full responsibility for the proper Execution/Delivery of the Order, the materials used, as well as the intended use of the material/equipment forming the subject matter of the Order.
- 4.7 Each object of Execution/Delivery shall be covered by a guarantee and warranty on the part of the Supplier unless specific provisions, the content of the Purchase Order, Agreements, guarantees, provisions, assurances or other documents indicate a longer term of guarantee or warranty, in which case the object of Execution/Delivery shall be covered by the extended term of guarantee and warranty. For Execution/Deliveries related to or constituting construction services, the guarantee and warranty period shall be at least 5 years. In the case of hidden defects, the guarantee and warranty period shall be extended by additional 30 days from the date of detection.
- 4.8 The Buyer has the right, at any time, during the guarantee or warranty period, to submit complaints regarding the delivered subject matter of the Order to the Supplier.
- 4.9 If the Supplier fails to comply with its obligations under the guarantee and/or warranty within 14 days of receiving written notification of the defect from the Buyer (by fax, e-mail, registered mail) and does not remove the defect within the shortest possible period of time agree with the Buyer, the Buyer is authorised to perform the necessary repair at the Supplier's expense and responsibility. In such a situation, the Buyer shall not lose its guarantee or warranty rights, however, it shall be obliged to inform the Supplier beforehand that the repair has been undertaken by the Buyer or ordered to be carried out by third parties at the Supplier's expense.
- 4.10 If the Supplier fails to respond to a complaint within 14 days, it shall be deemed that the complaint is justified.
- 4.11 The Supplier guarantees that there are no valid patents or other industrial property rights, copyrights, and other related rights and know-how of third parties which could be breached by the Buyer as a result of the use or disposal of the acquired subject matter of the Order.

5 DRAWINGS, DOCUMENTATION AND COPYRIGHTS

- 5.1 If the Purchase Order specifies that the subject matter of the Execution/Delivery is also the provision of documentation and/or transfer of copyrights to the documentation constituting a work within the meaning of the Copyright Act, the Supplier shall provide the documentation required in the Order and transfer the copyright to the Buyer.

6 STANDARDS AND REQUIREMENTS FOR PERFORMANCE OF THE SUBJECT MATTER OF THE ORDER

- 6.1 The Buyer provides for the possibility of entrusting the Supplier with the material for the performance of the subject matter of the Order.
- 6.2 The Buyer provides for the possibility of performing a part or all of the subject matter of the Purchase Order at the Buyer's premises.

7 ACCEPTANCE OF EXECUTION / SERVICE

- 7.1 The subject matter of the Order acceptance shall be the entire scope of the Execution/Service specified in the Order.
- 7.2 The Buyer may accept the Delivery on the basis of a document presented by the Supplier (e.g. Quality Control Certificate, Approval or Declaration of Conformity). Quality Control Certificates, Approval and Declarations of Conformity issued by the Supplier are stored at the Buyer's facility.
- 7.3 After the Execution/Delivery, The Buyer shall document the result of the assessment and inspection in a Quality Control Certificate.
- 7.4 The subject matter of the Order which does not meet the requirements and does not fulfil the specifications for formal, qualitative, or structural reasons shall be complained about to the Supplier. The Buyer shall also have the right to refuse the faulty Execution/Delivery.
- 7.5 Upon removal by the Supplier of any defects or inconsistencies identified by the Buyer, the Supplier shall notify the Buyer of the new delivery date.

8 PRICE

- 8.1 The price of the Execution/Delivery shall be stated in the Purchase Order and, unless otherwise specified in writing under penalty of invalidity, shall be inclusive of insurance charges and all other charges, in connection with the delivery, as well as all duties, surcharges, levies, and taxes, with the exception of VAT, which shall become payable to the Buyer on condition that the Supplier is registered as an active VAT payer and receipt by the Buyer of a correctly issued VAT invoice.
- 8.2 Once the Order has been accepted for Execution/Delivery or the Agreement has been concluded, without the prior written consent of the Buyer in accordance with point 2.7. of the GTCs, the Supplier shall not be permitted to introduce an increase in the Price (whether due to increases in material, labour or transport costs, exchange rate fluctuations, charges, taxes or for any other reason).
- 8.3 The Buyer shall have the right to all discounts on account of timely payments, mass purchases or volume of purchases specified in the Order.

9 INVOICES AND PAYMENTS

- 9.1 Timely and correctly issued invoices shall be payable within 60 days of the date of issue, unless otherwise agreed by the Parties. The due date shall be calculated from the date of fulfilment of all the requirements specified in the Order and the GTC.
- 9.2 The Supplier shall send to the Buyer an invoice in electronic form (scans, pdf.) upon realisation of the Execution/Delivery or at any time after the realisation of the Order by the applicable provisions of law. The invoice shall be sent to the Buyer's e-mail address: gerda.faktury@gerda.pl or deliver to the Buyer's registered office in paper form.
- 9.3 On each invoice and document related to the invoice must be:
 - 9.3.1 The Order number assigned and the corresponding index(es) of the items specified in the Order;
 - 9.3.2 Displayed on the VAT invoice no. of bank accounts reported on the white list – i.e. figuring in the 'list of entities registered as VAT payers, not registered and deleted and returned to the VAT register'.
- 9.4 The Buyer is entitled to withhold payment if the conditions are not met, referred to above, and if the Supplier fails to meet any additional requirements specified in the Order.
- 9.5 The Buyer undertakes to inform and explain to the Supplier any doubts and deficiencies related to the invoices received.
- 9.6 The Buyer, after prior agreement with the Supplier, allows 'collective' invoices related to more than one Purchase Order (e.g. one invoice per month).
- 9.7 The Buyer may set off mutual claims against the Supplier in accordance with the applicable legal provisions.

10 FORCE MAJEURE

- 10.1 Neither Party shall be liable for non-performance or improper performance of the Order/Agreement and for any damage caused by the occurrence of a Force Majeure event and its impact on the performance of the Order/Agreement, and the occurrence of damage must be disclosed by the Party claiming Force Majeure and confirmed by the other Party.
- 10.2 Force Majeure shall mean all external events which cannot be foreseen at the moment of confirmation of the Order/conclusion of the Agreement, and for which neither Party shall have any influence, in particular war operations, acts of terror, riots, natural disasters, decisions of state authorities, or any other fortuitous event resulting in chemical or radioactive contamination of persons, real estate, or movable objects. The time in which these events are taking place shall be included in the schedule accordingly. When this period is longer than one month, both Parties shall agree on new terms and conditions.
- 10.3 Events related to the COVID virus shall not be treated as Force Majeure.
- 10.4 This Party, which is unable to meet its obligations due to Force Majeure, shall:
- 10.4.1 immediately notify the other Party of this fact, not later than within 7 days from the occurrence of such event;
- 10.4.2 Present credible evidence for the aforementioned. If the Force Majeure event ceases, the other Party should be notified thereof immediately, but not later than within 7 days. Failure to comply with the above requirement shall result in the loss of the right to refer to the occurrence of a Force Majeure event.
- 10.5 If Force Majeure is reasonably pleaded and it is not possible to continue the performance of the Order/Agreement due to the occurrence of the Force Majeure event, the Buyer shall pay the Supplier for Execution/Deliveries completed up to the date of the Force Majeure event taking into account the principles set out in the Order/Agreement when calculating them.

11 CONFIDENTIALITY

- 11.1 The Supplier undertakes to keep confidential the information provided directly or indirectly by the Buyer in any form, i.e., in particular orally, in writing, in electronic form, as well as information obtained by the Supplier in any other way in the course of partnership, including in connection with the confirmation of the Order/conclusion of the Agreement and Execution, which information applies directly or indirectly to the Buyer, companies from the Buyer's Capital Group or their Partners, including the content of the Order and the Agreement together with appendices.
- 11.2 The Parties agree that any technical, technological, organisational, or other information having an economic value not disclosed to the public by or on behalf of the Buyer or obtained by the Supplier in any other way during the negotiation, conclusion, and performance of a Purchase Order/Agreement shall be treated as a business secret within the meaning of the Act on Combating Unfair Competition.

12 JURISDICTION – APPLICABLE LAW

- 12.1 The Parties reserve the exclusive property of the Polish law for legal relations between the Buyer and the Supplier. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 to the legal relationship between the Buyer and the Supplier is hereby excluded.
- 12.2 The Parties reserve the exclusive jurisdiction of the Polish courts for legal relations between the Buyer and the Supplier. In the event of a dispute and failure to reach an agreement, the Parties shall refer the dispute to the court having jurisdiction over the registered office of the Buyer.
- 12.3 If one of the terms in these Terms and Conditions proves to be invalid, illegal or unenforceable for any reason in a court of competent jurisdiction, such term shall be excluded from the Terms and Conditions and the remainder of the relevant item and the other GTCs shall remain in full force and effect.

13 GENERAL PROVISIONS

- 13.1 Filming and photo-taking are strictly prohibited on the Buyer's premises.
- 13.2 The Supplier undertakes to immediately notify the Buyer in writing of a change of its address. If the Buyer is not notified of the change of address, delivery made to the last known address of the Supplier shall be deemed effective at the latest upon the expiry of 14 days from the date of sending the correspondence. The Supplier is liable for damage caused by failure to comply with the obligation, referred to in the preceding sentence.
- 13.3 The Supplier waives the right to terminate Agreements related in connection with the confirmed Order, subject to the exceptions provided for in the generally applicable law. Termination of the Order/Agreement or any part thereof, for any reason, shall not affect the rights or remedies of the Buyer.
- 13.4 The application of any terms and conditions of the Supplier's general Agreement and any other documents from the Supplier of a similar importance to the general terms and conditions of the agreements shall be excluded – in relation to these GTCs.
- 13.5 These General Terms and Conditions of Purchase shall apply from 1 October 2023.

14 INFORMATION CLAUSE

- 14.1 The Buyer informs you that it is the controller of your personal data.
- 14.2 Your personal data are processed for the following purposes:
 - 14.2.1 Taking actions to conclude and execute the Order/Agreement to which you are a Party;
 - 14.2.2 Support, investigation and defence in the event of mutual claims.
- 14.3 The legal basis for the processing of your personal data by the Buyer:
 - 14.3.1 Take measures to conclude and execute the Order/Agreement – in accordance with Regulation 2016/679 (hereinafter referred to as the GDPR) and the accompanying acts to which you are a Party;
 - 14.3.2 Fulfilment of legal obligations (in accordance with the GDPR) relating to the payment of taxes, including the maintenance and retention of tax books and documents relating to the tax record and retention of accounting evidence. The legal basis for data processing is legal obligations resulting from tax regulations (Tax Code, the Act on Goods and Services Tax, the Corporate Income Tax Act) and the accounting legislation (Accounting Act);
 - 14.3.3 Legally justified interest of the Buyer (in accordance with the GDPR) – for the purpose of handling, investigation and defence in the event of mutual claims.
- 14.4 Your personal data may be disclosed by the Buyer to entities cooperating with it, in particular entities providing invoicing, settlement of receivables, delivery of correspondence and mail, legal, debt collection and archiving services.
- 14.5 Your personal data is processed for the duration of the Order/Agreement, and also until the expiry of mutual claims arising from the Order/Agreement.
- 14.6 The provision of personal data was and is voluntary but necessary for the conclusion and performance of the Order/Agreement. You have all rights connected with the processing of personal data arising directly from the GDPR and supplementary acts.