

## GENERAL TERMS AND CONDITIONS OF PURCHASE HUTA ŁABĘDY S.A.

### 1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions of Purchase apply to the purchases/supplies made by HUTA ŁABĘDY S.A. in Poland of materials, raw materials, parts, prefabricated products, products or devices and any other items offered or delivered by Contractors. The General Terms and Conditions of Purchase also apply accordingly to the services or construction work purchased by HUTA ŁABĘDY S.A.
- 1.2. The wording used in these General Terms and Conditions of Purchase shall have the following meaning:
  - a) **GTP** - the General Terms and Conditions of Purchase applicable at HUTA ŁABĘDY S.A. regulated in this document,
  - b) **Steelworks, Ordering Party or Company** - HUTA ŁABĘDY S.A. with its registered office in Gliwice,
  - c) **Contractor** - internal contractor or external contractor,
  - d) **Internal contractor** - an organizational unit of the Węglokoks S.A. Capital Group that applies for a contract for services, supplies or construction works that submitted an Offer or concluded an agreement with the Steelworks on the provision of services, supplies or construction works,
  - e) **External contractor** - a natural person, legal person or an organizational unit without legal personality, which applies for a contract for services, supplies or construction works for the Steelworks that submitted an Offer or concluded an agreement with the Steelworks on the provision of services, supplies or performance of construction,
  - f) **Party or Parties** - the Ordering Party and/or the Contractor,
  - g) **Order** - a document sent to the Contractor specifying the needs of the Steelworks and the terms of cooperation and constituting the basis for deliveries, provision of services or execution of construction works or in relation to purchases made via the Purchasing Platform, confirming the acceptance of the Contractor's offer, referred to in the Ordering Party's GTP as the Order Form,
  - h) **Order confirmation** - a document confirming acceptance of the Order by the Contractor; in the case of purchases made via the Purchasing Platform, the Agreement is concluded based on the acceptance of the Contractor's offer submitted on this platform in the form of an Order signed by the Steelworks, and the Order Confirmation document signed by the Contractor has only declaratory meaning (for evidence purposes),
  - i) **Goods, Products or Service, Services** - depending on the context, materials, raw materials, parts, prefabricated elements, products, devices and other items that are the subject of purchase/delivery or services or construction works covered by the subject of the Order/Agreement,
  - j) **Working days** - days from Monday to Friday, except for statutory holidays,
  - k) **Agreement** - an agreement within the meaning of the Civil Code (i.e. declarations of will of the Steelworks and the Contractor regulating the terms of sale/purchase of Goods, provision of Services or performance of construction works). Confirmation of the conclusion of the agreement within the meaning of the Civil Code is an "Order" document referred to in the GTP or a "Confirmation of Order" referred to in the GTP, or a document referred to in the GTP as the "Agreement".
- 1.3. No terms and conditions of purchase other than those set out in GTP, regardless of the form and mode in which they were accepted and communicated, shall apply to the Ordering Party, unless it is expressly confirmed by the Ordering Party in writing.
- 1.4. GTP should constitute an integral part of the Order submitted to the Contractor/Agreement concluded with the Contractor by the Ordering Party. In the event of a conflict between GTP and the content of the Order/Agreement with the Contractor, the content of the Order/Agreement shall prevail.

- 1.5. Terms and conditions of sale contrary to GTP contained in Order Confirmations issued by Contractors shall not be binding on the Ordering Party, even if they have not been rejected by the Ordering Party.
- 1.6. No amendments, additions, deletions or completions to the Order/Agreement made by the Contractors shall be binding on the Ordering Party, unless the Ordering Party expressly decides otherwise in writing.
- 1.7. If individual provisions of the GTP cannot be applied for any reason, all other terms and conditions set out in the GTP remain unchanged and are considered binding.
- 1.8. Special purchase conditions, including provisions of the Order/Agreement different from GTP, or other provisions agreed in writing by the Ordering Party with the Contractor shall take precedence over the provisions of the GTP.

#### **1a. SPECIAL PROVISIONS**

- 1.a.1. Following the recommendations of the state authorities, in connection with the situation that arose as a result of Russia's aggressive aggression against Ukraine, the Parties hereby declare that they comply with the applicable provisions of law introducing sanctions and do not cooperate with sanctioned entities or to the extent covered by sanctions.
- 1.a.2. The Contractor declares that neither the Contractor nor any member of the Contractor's Management Board, nor any of the ultimate beneficiary owners, are subject to sanctions.
- 1.a.3. The parties jointly agree to allow for the possibility of renegotiating the terms of cooperation in the event of unforeseen effects affecting cooperation and arising in connection with the war between Russia and Ukraine.

#### **1b. Bid bond/Performance bond.**

1.b.1. If the Ordering Party stipulated in the terms of participation in the procurement procedure the obligation to pay a bid bond or performance bond for the proper performance of the Agreement, the following provisions shall apply, unless otherwise provided in the Request for Proposals or the Terms of Reference.

1.b.2. In the contract award procedure, the Ordering Party may require the Contractor to pay a bid bond.

1.b.3. The amount of the bid bond is up to 10% of the estimated value of the Order.

1.b.4. The Ordering Party specifies the date, form and place of paying the bid bond in the Terms of Reference/Request for Proposals.

1.b.5. The bid bond may be provided in one or more of the following forms:

- a) money in a specific currency, to the account indicated by the Ordering Party,
- b) bank guarantee,
- c) bank surety,
- d) insurance guarantee.

1.b.6. The bid bond may be contributed in a mixed form, i.e. in various forms, unless the Terms of Reference/Request for Proposals provides otherwise. In this case, the total amount resulting from the individual forms of the bid bond must be at least the amount required by the Ordering Party.

1.b.7. The bid bond is returned immediately after:

- a) expiration of the offer validity period,
- b) cancellation of the contract award procedure by the Ordering Party,
- c) concluding an agreement with the Contractor and providing a performance bond, if required,
- d) submitting an application for the return of the bid bond by the Contractor, who:
  - withdrew the offer from the contract award procedure before the deadline for submission of offers,
  - has been excluded from the procurement procedure, or his tender has been rejected.

1.b.8. The return of the bid bond paid in cash is in nominal value, i.e. without interest. The Steelworks may provide for the Contractor's obligation to cover the costs of the return transfer of the bid bond.

1.b.9. The Contractor's application for the return of the bid bond in accordance with section 1.b.7. letter d) above means his withdrawal from the procurement procedure.

1.b.10. If the Ordering Party allows partial bids, it specifies the bid bond for each lot.

1.b.11. The Ordering Party retains the bid bond in a situation where the Contractor:

- a) changed the bid after the bid opening date; however, a change in the bid should not be understood as a change favorable for the Steelworks,
- b) withdrew the bid after the bid opening date,
- c) refused to conclude an agreement in accordance with the conditions set out in the offer, or its conclusion became impossible for reasons attributable to the Contractor,
- d) did not submit the required performance bond within the deadline, provided that the information about the need to provide it was included in the Terms of Reference/Request for Proposals.

1.b.12. In addition, the Steelworks may retain the bid bond if the Contractor has not completed the documents upon request or has not clarified doubts as to the content of the offer.

1.b.13. In the contract award procedure, the Ordering Party may require the Contractor to provide a performance bond, provided that the information about the need to provide it has been included in the Terms of Reference/Request for Proposals.

1.b.14. The amount of the performance bond is defined as up to 20% of the value of the Order awarded.

1.b.15. The performance bond is provided in one or more of the following forms, as selected by the Contractor:

- a) money in a specific currency, to the account indicated by the Ordering Party,
- b) bank guarantee,
- c) bank surety,
- d) insurance guarantee.

1.b.16. The performance bond may be provided in a mixed form, i.e. in various forms, unless the Terms of Reference/Request for Proposals provides otherwise. In this case, the total amount resulting from the individual forms of performance bonds must be at least the amount required by the Ordering Party.

1.b.17. In justified situations, the Terms of Reference/Request for Proposals may provide that:

- a) the specified % of the performance bond will be returned to the Contractor after signing the final acceptance protocol and that,
- b) the specified % of the performance bond will be returned after the guarantee or warranty period for the delivered subject of the order has expired.

1.b.18. At the request of the Contractor, the Ordering Party may agree to transfer all or part of the bid bond paid as the performance bond.

1.b.19. The performance bond deposited in cash shall be returned in nominal value. The Steelworks may provide for the Contractor's obligation to cover the costs of the return transfer of the performance bond.

## **2. ORDERS**

2.1. Within 7 Business Days from the date of receipt of the Order, the Contractor shall provide the Ordering Party with the Order Confirmation in the manner indicated by the Ordering Party in the Order.

2.2. The submission of the Order Confirmation for purchases made via the Purchasing Platform is only relevant for evidentiary purposes, as the Agreement is concluded when the Order is placed corresponding to the content of the offer submitted by the Contractor on this platform.

- 2.3. The Contractor is bound by his offer for a minimum period of 30 days, unless the request for proposals submitted by the Steelworks provides for a different minimum period or the request does not provide for a minimum period of validity of the offer.
- 2.4. Acceptance of the General Terms and Conditions of Purchase by the Contractor is a condition for placing an Order or concluding an Agreement by the Ordering Party. In case of doubt, it is considered that the Contractor confirms the General Terms and Conditions of Purchase when the first of the following events occurs:
  - 2.4.1. Submission of an offer on the Purchasing Platform,
  - 2.4.2. Submission of the Order Confirmation,
  - 2.4.3. Conclusion of the Agreement with the Ordering Party,
  - 2.4.4. Commencement of the execution of the Order or the performance of the Agreement; when its granting or conclusion of the Agreement took place without the intermediation of the Purchasing Platform or e-mail, or any other required form.
- 2.5. The Order Number should be indicated each time in the delivery notification, VAT invoice, delivery note amount, Goods acceptance protocol and all other documents related to the delivery or the service provided.

### **3. PRICES, TERMS OF PAYMENT, INVOICING**

- 3.1. All prices quoted in Orders are fixed and cannot be changed.
- 3.2. The prices include all taxes, margins, insurance and any other costs incurred by the Contractor, with the exception of value added tax (VAT). The prices include, in particular, the costs of proper packaging and securing the Goods for the duration of transport, protection of the Goods against damage or loss, as well as the costs of the necessary accessories and tools or devices provided to enable the use of the delivered Goods in accordance with their intended purpose, and their maintenance. The prices include all fees for the use of intellectual property rights, in particular remuneration for copyright and industrial property rights. The prices also include all expenses of service providers, as well as the costs of their subcontractors.
- 3.3. Unless otherwise specified in the Order/Agreement, the price also includes the costs of transporting the Goods to the place indicated in the Order/Agreement.
- 3.4. After making each delivery in accordance with the Order, the Contractor shall send the Ordering Party original invoices issued in accordance with the requirements set out in the law.
- 3.5. The Ordering Party allows invoices to be sent electronically, provided that an appropriate agreement is concluded with the Contractor.
- 3.6. In addition, invoices should have the number and date of the Order or the number and date of the concluded Agreement.
- 3.7. Correctly and timely issued VAT invoices shall be paid by the Ordering Party within the period specified in the Order/Agreement.
- 3.8. The Ordering Party is entitled to withhold payment for the delivered Goods or performed Services in the event of a complaint regarding their quantity, quality or compliance with other requirements specified in the Order/Agreement. In such a case, the Contractor shall not be entitled to claim interest (even on part of the price) until the complaint is considered and defects are removed, including in particular shortages in the quantity of the Goods.
- 3.9. Lack of explicit reservations concerning the VAT invoice issued by the Contractor does not mean the Ordering Party accepts or approves the Goods delivered by the Contractor. The only document binding the Ordering Party, confirming the compliance of the delivered Goods with the Order is the delivery document. Signing the delivery document by the Ordering Party does not waive any further claims under the guarantee or warranty, provided that defects in the delivered Goods are discovered later.

### **4. DELIVERY, PACKING, TRANSPORT**

- 4.1. In the Order/Agreement, the Ordering Party specifies the details of the place of delivery.
- 4.2. The Goods shall be delivered to the place specified in the Order/Agreement at the Contractor's expense, unless the Order/Agreement expressly provides otherwise.
- 4.3. Before delivery, the Contractor inspects the Goods in terms of their:

- 4.3.1. compliance with the Order/Agreement, as well as their quality, weight, dimensions, as well as in terms of the lack of damage to the Goods and their proper packaging for transport,
- 4.3.2. Before delivery, the Contractor inspects the Goods in terms of their:
- 4.3.3. proper marking in accordance with the relevant requirements, in particular in the case of dangerous Goods, enabling their proper identification; each Good should be marked with the number of the Order/Agreement, place of delivery, type, name, weight and quantity, as well as relevant instructions on how to unload it.
- 4.4. Materials and methods of packaging will be selected by the Contractor in such a way as to ensure proper protection of the delivered Goods, their storage, the possibility of recycling the packaging, energy saving.
- 4.5. At each request of the Ordering Party, the Contractor shall collect, free of charge, the packaging or its remains remaining after the delivered Goods or other waste arising in connection with the delivery of the Goods.
- 4.6. The Contractor declares that if waste is generated during the performance of the subject of the order, he is the producer and holder of the waste and undertakes to keep records and waste transfer cards in accordance with applicable law, and to manage the waste in a manner that guarantees protection of the natural environment.
- 4.7. The delivery may be rejected if it is not accompanied by a delivery document issued by the Contractor, containing the Order/Agreement number, specification of the Goods shipped, quantity, weight, packaging details, weight and place of receipt, as indicated in the Order/Agreement, and any relevant attestations, certificates and warranty cards.
- 4.8. The Contractor is liable for damage resulting from delay in delivery, loss or damage caused by improper marking, packaging or identification of the Goods.
- 4.9. The delivery of the ordered Goods is deemed to have been completed with regard to the fulfillment of the delivery conditions and the transfer of the risk of accidental loss or damage to the Goods from the Contractor to the Ordering Party at the time of documented receipt of the delivery by the Ordering Party at the agreed place.

## **5. DELIVERY DATES, AUTHORITIES OF THE ORDERING PARTY**

- 5.1. The delivery date is specified in the Order/Agreement and means the date of delivery of the Goods to the place of delivery indicated in the Order/Agreement, or the date of performance of the Service. The delivery date is final and may be extended only with the written consent of the Ordering Party.
- 5.2. In the event of a threat to meeting the delivery date, the Contractor is obliged to inform the Ordering Party in writing or by means of electronic communication (e.g. e-mail) about the expected period of delay and the reasons for its occurrence.
- 5.3. The Ordering Party reserves the right to withdraw from all or part of an unexecuted Order within 7 days from the date of receipt of the information referred to in point 5.2 of the GTP, unless a different date is specified in the Order/Agreement, without the obligation to pay the price and any compensation.
- 5.4. The Ordering Party is entitled to return to the Contractor at his cost and risk each delivery of the Goods made before its due date; or to charge the Contractor with the relevant storage costs. In such a case, the risk of damage or loss of the Goods shall be borne by the Contractor.
- 5.5. Liability for non-performance or improper performance of the Order is established in the form of contractual penalties. The Ordering Party may demand from the Contractor payment of contractual penalties:
  - 5.5.1. for failure to perform the Order/Agreement by the Ordering Party for reasons attributable to the Contractor or third parties for whose actions he is responsible, or by the Contractor for reasons not attributable to the Ordering Party - in the amount of 10% of the net value of the Order/Agreement;
  - 5.5.2. for exceeding the delivery date for reasons attributable to the Contractor in the amount of 0.2% of the part of the net Order value not completed within the deadline, for each commenced day of exceeding the due delivery date;
  - 5.5.3. The Ordering Party may demand from the Contractor payment of contractual penalties:
  - 5.5.4. for a delay in the removal of defects found upon receipt of the subject of the Order or disclosed during the guarantee and warranty period for defects - in the amount of 0.2% of the net value of the Order, for each commenced day of delay, counted from the expiry of the deadline set by the Ordering Party for the removal of defects.

- 5.6. The Ordering Party may charge contractual penalties for all titles to which it is entitled simultaneously up to the amount not higher than 20% of the Net Demand Value.
- 5.7. The Ordering Party has the right to deduct the accrued penalties from the Contractor's remuneration and other receivables.
- 5.8. The Ordering Party is not obliged to inform the Contractor about the delay in the execution of the Order and the commencement of charging contractual penalties.
- 5.9. In the event of the Contractor's delay in performing the subject of the Order/Agreement or failure by the Contractor to perform the obligation specified in point 5.2 of the GTP, the Ordering Party may, without losing the right to charge a contractual penalty and supplementary compensation, use one or more of the following rights:
  - 5.9.1. request immediate execution of the Order/Agreement in whole or in part;
  - 5.9.2. make a purchase from another Contractor, at his expense and risk (so-called substitute performance);
  - 5.9.3. withdraw from the Order/Agreement for reasons attributable to the Contractor without setting an additional deadline, with written notification to the Contractor.
- 5.10. The powers specified in point 5.9 of the GTP may be performed by the Ordering Party within 14 days from the date of the delay or failure to perform the obligation specified in point 5.2 of the GTP.
- 5.11. Regardless of contractual penalties reserved in point 5.5 of the GTP, the Ordering Party also reserves the right to claim damages from the Contractor for improper performance of the Order on general terms set out in the Civil Code until the damage is fully repaired, and the costs incurred for the substitute performance of the Order are reimbursed.

## **6. VERIFICATION OF PROPER ORDER EXECUTION**

- 6.1. The Ordering Party reserves the right to verify the progress and correct implementation of the Order/Agreement and to carry out any tests and quality tests it deems appropriate to verify the compliance of the Goods or the Service with the Order/Agreement, its quality and appropriate quantity.
- 6.2. The Contractor shall provide the Ordering Party and persons authorized by him with free access to the Contractor's enterprise and the place of storage of the Goods in order to carry out the examinations and tests referred to in the preceding point. The Ordering Party may request the presentation of specific references, documents confirming the authorization to deliver Goods/performance of Services, the potential necessary to perform the delivery of Goods/Services and the Contractor's experience.
- 6.3. The rights of the Ordering Party specified in section 5 of the GTP do not affect other obligations of the Contractor and the rights of the Ordering Party specified in the GTP.

## **7. TECHNICAL DOCUMENTATION – INSTRUCTION MANUALS**

- 7.1. The Contractor is obliged to provide the Ordering Party within the agreed period, but not later than on the delivery date, with documentation covering in particular:
  - 7.1.1 technical documentation,
  - 7.1.2 operation and maintenance manuals,
  - 7.1.3 training instructions,
  - 7.1.4 guarantee/warranty document,
  - 7.1.5 drawings, sketches, blueprints,
  - 7.1.6 technical data sheets,
  - 7.1.7 certificates,
  - 7.1.8 product safety certificates,
  - 7.1.9 quality control certificates,
  - 7.1.10 certificates of conformity,
 and other documentation, if its delivery is required for the proper use, maintenance of the Goods or proper performance of the Service, unless otherwise specified.
- 7.2. Documentation within the meaning of point 7.1 of the GTP, or items delivered together with the Goods or Services necessary for the proper use or maintenance of the purchased Goods or Services, are an integral part of the purchased Goods/performed Services, and become the property of the Ordering Party as part of the price paid.

## **8. GUARANTEE AND WARRANTY FOR DEFECTS — LIABILITY**

- 8.1. The Contractor guarantees that the delivered Goods are brand new and comply with all technical requirements, including in particular specifications and standards and suitable for use by the Ordering Party, and at the same time free from defects, including in particular design and workmanship defects and defects in the materials/semifinished products used to make them.
- 8.2. The Contractor declares that the delivered Goods are his property and are free from legal defects, and that he has the right to freely dispose of them, and their delivery to the Ordering Party does not violate any provisions of law, court decisions, administrative decisions or statutory or contractual provisions applicable to the Contractor, and will not prevent a third party's legitimate claim from being satisfied.
- 8.3. The Contractor guarantees that the delivered Goods or provided Services meet environmental protection, safety, health and safety and fire protection standards as well as performance requirements, and all information provided by the Contractor in commercial brochures, advertising materials, price lists, quality systems and other marketing documents is true, reliable and verified.
- 8.4. The Contractor provides a quality guarantee ensuring the absence of defects and proper operation of the delivered Goods or the correctness of the Service performed for a minimum period of 24 (twenty-four) months from the moment they start to be used by the Ordering Party in accordance with their intended purpose, unless the Order/Agreement contains a different warranty period. The warranty period equals the guarantee period.
- 8.5. Complaints submitted under the warranty rights suspend the warranty period until the defects are removed. In this case, the warranty period is extended accordingly by the time of removal of defects.
- 8.6. However, if the Contractor replaces the defective Goods with defect-free Goods or performs a significant repair of the delivered Goods, the warranty runs from the beginning from the moment of delivery of new or repaired Goods to the Ordering Party. If the Contractor has replaced/repaired part of the delivered Goods, the preceding sentence shall apply to the replaced/repaired part of the Goods.
- 8.7. If the Goods delivered by the Contractor or the Services performed by the Contractor are found by the Ordering Party to be inconsistent with the content of the Order/Agreement, applicable standards, guarantee document or other requirements of the Ordering Party, the Ordering Party may, depending on its choice:
  - 8.9.1 purchase the Goods at a fair reduced price or pay for the Services performed at a fair reduced rate,
  - 8.9.2 reject non-conforming Goods or Services and demand from the Contractor and at his expense:
    - a) replacement of Goods or repeating the performance of an improperly performed Service,
    - b) making necessary repairs, or
    - c) withdraw from all or part of the Order/Agreement and return all or part of the Goods that do not meet the requirements, together with a request to return the price paid within 14 days of the return.
- 8.8. The Goods rejected by the Ordering Party shall be returned to the Contractor or stored by the Ordering Party at the Contractor's cost and risk.
- 8.9. The Contractors are obliged to pay for the Goods stored at their expense 10 days after being notified of the rejection of the Goods by the Ordering Party.
- 8.10. If the Contractor fails to promptly replace or repair the Goods accordingly, the Ordering Party shall be entitled to have them replaced or repaired by a third party with reimbursement of any repair/replacement costs incurred from the Contractor.
- 8.11. The Ordering Party is entitled to set a deadline for the Contractor to replace or repair the delivered Goods or a deadline for re-performing the Service.
- 8.12. The Contractor is responsible for all direct, indirect, accidental, intentional and consequential losses and damages incurred by the Ordering Party, including loss of profits and reputation caused by delay in the delivery of the Goods or non-performance of the Services or their inadequate quality.
- 8.13. The principles of liability for damages listed in the GTP do not exclude the further-reaching rights of the Ordering Party resulting from generally applicable provisions of law, or which the Contractor will assume as a result of separate negotiations or contractual provisions made in writing.

- 8.14. Acceptance of the Goods or performance of the Service by the Ordering Party and signing the delivery document or the delivery and acceptance protocol, as well as the inspection of the Goods/Services carried out by the Ordering Party, do not release the Contractor from the obligation to remove defects found after the date of receipt of the Goods or Services.
- 8.15. The Contractors guarantee that during the period of being bound by the quality guarantee, they will ensure the production of the Goods as well as the production and delivery of parts, subassemblies and other elements of the Goods in which defects are found or which require replacement in the course of normal operation, and also enable the reconstruction or expansion of the Goods, and that their production will not be suspended during this time.

## **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. Notwithstanding other provisions of GTP, the Contractor guarantees that the Goods, Services or their sale to the Ordering Party will not infringe any rights to trademarks, patents, copyrights or other intellectual property rights of third parties.
- 9.2. The Contractor shall indemnify and hold harmless the Ordering Party and third parties to whom the Ordering Party has transferred these rights from any claims, complaints, losses, costs, fees, etc. of persons whose intellectual property rights have been infringed, and the expenses and fees of their attorneys or representatives. The indemnity also covers the costs of possible lawsuits and out-of-court proceedings.
- 9.3. In the event of instituting any court or out-of-court proceedings against the Ordering Party related to the protection of intellectual property rights, The Contractor shall join the proceedings on the side of the Ordering Party and reimburse the costs of the proceedings incurred by the Ordering Party, including the costs of professional representation by a lawyer, legal adviser, tax adviser, patent attorney or other expert whose participation is reasonable from the point of view of the Ordering Party in such proceedings.
- 9.4. When the delivered Goods become the subject of a lawsuit or claims for intellectual property rights, the Contractor shall, as soon as possible, either obtain for the Ordering Party the right to use the Goods, or modify or replace the Goods in a way that removes the infringement of third party rights.
- 9.5. Obtaining consent, replacement or modification of the Goods must not reduce the functionality or features of the Goods necessary for their specific use by the Ordering Party.
- 9.6. In the event of the Contractor's failure to fulfill his obligations set out in this section, the Ordering Party shall be entitled to take any actions deemed appropriate, including the return of the purchased Goods and demanding a refund of the price paid.
- 9.7. When selling the Goods, the Contractor transfers to the Ordering Party all copyrights and related rights to the sold Goods in the fields of use specified in the Order/Agreement, unless otherwise agreed in writing by the Parties as part of the price paid for the Goods. Patentable inventions and works subject to IP protection shall become the property of the Ordering Party within the price paid for the Goods. Details regarding the Goods bearing the hallmarks of inventions and works will be clearly indicated in the Order/Agreement.
- 9.8. The provisions of this section shall apply accordingly in the event of other legal defects of the delivered Goods.

## **10. CONFIDENTIALITY**

- 10.1. Any information obtained by the Contractor in connection with the execution of the Order/Agreement, including in particular organizational, commercial and technical information concerning the Ordering Party and not made publicly available, shall be considered by the Parties as confidential information and shall not be disclosed to third parties.
- 10.2. This obligation does not apply to situations where:
  - 10.2.1. the obligation to provide information results from the mandatory provisions of law,
  - 10.2.2. confidential information has become publicly known without breaching the Contractor's confidentiality obligation,
  - 10.2.3. the Ordering Party has given written consent to the disclosure of confidential information.



- 10.3. In particular, the Contractor undertakes to treat as confidential information not disclosed by the Ordering Party regarding the volume of trade, prices applied by the Ordering Party and their reductions (discounts), specifications of Goods or Services, logistic agreements, technological data, and the content of contracts and agreements concluded with the Ordering Party under pain of the Ordering Party withdrawing from the Order for reasons attributable to the Contractor and demanding payment of the contractual penalty provided for in point 5.5.1 of the GTP.
- 10.4. The Contractor declares that he will not use confidential information for purposes other than for the performance of the Order, and that he will provide such information with adequate protection appropriate to its confidential nature. The obligation to keep information confidential remains in force after the Order/Agreement has been completed for a period of 10 years and may be waived, under pain of nullity, only with the written consent of the Ordering Party.

## **11. FORCE MAJEURE**

- 11.1. Force majeure within the meaning of the GTP means an event of a sudden, unpredictable nature independent of the will of the Parties preventing the execution of the confirmed Order in whole or in part, permanently or for a certain period of time, which cannot be prevented or counteracted with due diligence. Manifestations of Force Majeure are in particular:
  - 11.1.1 natural disasters, incl. fires, floods, earthquakes and similar natural disasters,
  - 11.1.2 epidemics,
  - 11.1.3 riots, acts of terrorism, hostilities, strikes,
  - 11.1.4 action of state authorities, such as the issuance of a law-making act or an administrative decision (in particular regarding the epidemic), embargo, martial law, state of emergency, state of natural disaster, requisition.
- 11.2. The parties undertake to inform each other immediately, but not later than within 7 days, of the occurrence of circumstances constituting Force Majeure, at the same time presenting evidence available to them for its occurrence and information about its expected duration, the effect on the implementation of the Order/Agreement, and in particular the date by which, according to their predictions, the implementation of the Order will be delayed.
- 11.3. Strikes affecting public transport or the Contractor's subcontractors do not constitute Force Majeure within the meaning of the GTP justifying non-performance or delay in the implementation of the Order.
- 11.4. In the event of Force Majeure affecting the Contractor, the Ordering Party shall be entitled, at its discretion, to:
  - 11.4.1 arrange with the Contractor a longer deadline for the execution of the Order/Agreement,
  - 11.4.2 withdraw from the agreement, in whole or in part, at any time and request the return of any amounts already paid within 14 days from the date of delivery of the request.
- 11.5. In the event that the Contractor has completed part of the order and the Ordering Party withdraws from the Agreement in its uncompleted part, the Ordering Party reserves the right to keep the already delivered Goods against payment of their value.
- 11.6. Any further claims on the part of the Contractor beyond those listed in this GTP section are inadmissible.

## **12. TERMINATION OF COOPERATION**

- 12.1. Under no circumstances shall the contractor be entitled to compensation for incidental or contingent damages or loss of profits.
- 12.2. In the event that the Contractor fails to comply with any rules or conditions set out in the Order/Agreement or other documents related to the execution of the Order, The Ordering Party is entitled, without prejudice to its other rights, to withdraw from the placed Order/Agreement in whole or in part without further obligations and liability. In such a case, the Contractor is obliged to return all amounts paid by the Ordering Party within 14 days from the date of delivery of the declaration of withdrawal. The right to submit a declaration of withdrawal from the Order/Agreement may be exercised within 60 days from the date of the event giving rise to withdrawal. This period begins to run from the expiry of the deadline set for the Contractor to comply with the terms of the Order/Agreement.

- 12.3. The Ordering Party is entitled to withdraw from the Agreement with immediate effect without further obligation or liability if it has sufficient reason to believe that the Contractor will not be able to properly perform its obligations.
- 12.4. In order to withdraw from the Agreement by either Party, regardless of its reasons, as well as to terminate the Agreement, it is necessary to send a written statement of the given Party by post or courier with return receipt requested. Failure to collect the notice by the Contractor is tantamount to its successful delivery after the second deadline for its receipt.

### **13. INSURANCE**

The Contractor shall purchase and maintain in force for the appropriate period the insurance necessary to cover its civil liability resulting from the implemented Order/Agreement and the provisions of the GTP. The Contractor shall provide the Ordering Party with proof of civil liability insurance in any case when the obligation of such insurance results from the provisions of applicable law or when the Ordering Party requests such insurance in the Order or in another document. Lack of the required insurance, or when its scope does not cover the Contractor's full liability, or when the insurance expires during the execution of the Order/Agreement, will constitute the basis for withdrawing from the Order/Agreement by the Ordering Party.

### **14. TRANSFER OF RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT TO THIRD PARTIES**

- 14.1. The Contractor guarantees that any of the Contractor's rights related directly or indirectly to the implemented Order/Agreement, including the Contractor's receivables for the performance of the Order or the Agreement and the related incidental receivables (including interest), will not be transferred to third parties without prior consent of the Ordering Party expressed in writing under pain of nullity.
- 14.2. The Contractor guarantees that he will not perform any legal or factual action which will directly or indirectly result in a change of the creditor from the Contractor to another entity. This restriction includes, but is not limited to, assignment, statutory and contractual subrogation, pledge, mortgage and assignment.
- 14.3. The Contractor guarantees that in order to assert any rights arising from the Order/Agreement, he may not grant an authorization, including a collection authorization, to another company, including in particular companies dealing with debt collection activities.

### **15. APPLICABLE LAW AND JURISDICTION**

- 15.1. Only Polish law, including in particular the Civil Code, shall apply to the interpretation of the Agreement and the GTP provisions.
- 15.2. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 does not apply.
- 15.3. Any disputes arising in connection with the Order will be settled by a common court of competent jurisdiction, locally competent for the seat of the Ordering Party, solely on the basis of the provisions of Polish law.
- 15.4. Any enforcement of claims and obligations of the Ordering Party may be carried out only on the basis of Polish law and by the Polish enforcement authority.
- 15.5. The provisions of this section are without prejudice to other solutions expressly adopted by the Parties in writing.

### **16. SUBCONTRACTING**

- 16.1. The Order/Agreement may exclude the Contractor from using third parties (subcontractors).
- 16.2. Entrusting the duties to be performed to third parties will be carried out at the sole cost of the Contractor and under his sole responsibility. The Contractor is responsible for the actions and omissions of subcontractors as for its own actions and omissions.
- 16.3. The Contractor is obliged to inform all subcontractors about the provisions of the GTP, as well as provide them with all information regarding the Ordering Party's requirements regarding the subject of the Order/Agreement and the applicable rules for its implementation.

16.4. The Ordering Party is entitled to reject any subcontractors of the Contractor who do not meet the conditions for the execution of the Order and the provisions of GTP.

## 17. PERSONAL DATA PROTECTION

17.1. The Parties undertake to protect the personal data provided to each other in connection with the execution of the Order or the conclusion of the Agreement, including the use of organizational and technical measures to protect personal data processed in IT systems, in accordance with generally applicable regulations.

17.2. The Contractor and the Ordering Party shall ensure that persons having access to personal data provided by the other Party have been familiarized with the relevant provisions governing the protection of personal data and have been authorized to process them.

17.3. The parties undertake to apply the guidelines or interpretations issued by the Polish supervisory authority or the EU advisory body dealing with the protection of personal data regarding the processing and protection of personal data.

17.4. Content of the Ordering Party's information clause:

17.4.1. The administrator of personal data provided for the purpose of placing an Order or concluding an Agreement with the Ordering Party is HUTA ŁABĘDY S.A. with its registered office in Gliwice, 45 Anny Jagiellonki Street.

17.4.2. The Administrator processes the following personal data: personal data of persons representing each of the Parties listed in the Order, Order Confirmation, Agreement or any other document, data of partners in a partnership and data of persons designated for contacts and making arrangements; above data will be made available to the other Party in the scope relating to the name and surname, position, business telephone number and business e-mail address.

17.4.3. The administrator will process the personal data indicated in point 17.4.2. on the following basis:

- a) in order to place an Order and conclude an Agreement - the legal basis for the processing of personal data is Article 6(1)(b) of the GDPR,
- b) in order to perform and monitor the performance of the Order/Agreement, in particular for the purpose of identifying persons authorized to perform the tasks specified in the Order or the Agreement, including contact persons, proxies, persons having access to confidential information of the Steelworks or other persons acting on behalf of the entity with which the Steelworks concluded an Order or Agreement – in order to implement the legitimate interest of the administrator consisting in activities related to determining the conditions for concluding an Order or Agreement, facilitating communication related to its performance, as well as determining the persons responsible for the implementation and authorized to contact as part of the performance of the Order or Agreement, and ensuring the security of facilities and confidential information (trade secrets) pursuant to Article 6(1)(f) of the GDPR;
- c) for the purpose of fulfilling the legal obligations incumbent on the Administrator on the basis of generally applicable laws, including tax and accounting regulations - the legal basis for the processing of personal data is Article 6(1)(c) of the GDPR,
- d) in order for the Administrator to manage the marketing content of its own services - the legal basis for the processing of personal data is the Administrator's legitimate interest (Article 6(1)(f) of the GDPR); the legitimate interest of the Administrator consists in sending marketing content of own services during the period of providing services to the Contractor by electronic means,
- e) in order to implement the legitimate interest of the Administrator consisting in the possible determination or pursuit of claims or defense against claims - the legal basis for the processing of personal data is the legitimate interest of the Administrator - Article 6(1)(f) of the GDPR.

17.4.4. In matters related to the processing of personal data by the Ordering Party, you can contact the Ordering Party's Personal Data Inspector in the following way:

- by post to the correspondence address of HUTA ŁABĘDY S.A. Anny Jagiellonki Street 45, 44-109 Gliwice;

- at the e-mail address: iod@hutralab.com.pl.
- 17.4.5. Each person whose personal data is processed has the right to request access to their personal data, rectification, deletion or limitation of processing and the right to object to the processing of personal data as well as the right to lodge a complaint to the President of the Office for Personal Data Protection if it is found that the administrator has violated the provisions on the protection of personal data.
- 17.4.6. Personal data provided in connection with the implementation of the Order/Agreement may be disclosed to authorized employees of the Ordering Party and to entities and their employees providing services requiring access to data, including: security, legal, accounting, financial and IT.
- 17.4.7. Providing personal data is voluntary, however, providing personal data is a condition enabling the implementation or admission to the implementation of the Order or Agreement.
- 17.4.8. The Contractor's personal data will be processed (i) in the case of personal data processed for the purpose of concluding and performing the Agreement or placing an Order - for the time necessary to perform all obligations under the Agreement or placing an Order, (ii) in the case of personal data processed for the purpose of directing marketing content of own services by the Administrator - until an objection is raised against the processing of personal data in this respect, (iii) in the case referred to in point 17.4.3. letter d) above - until the expiry of the limitation period for claims and for the period required by accounting regulations.
- 17.4.9. as a result of the processing of personal data, no decisions will be made in an automated manner, including in the form of profiling.
- 17.5. Providing personal data is voluntary, but necessary to place an Order or conclude an Agreement.
- 17.6. The Contractor, on behalf of the Ordering Party, will fulfill the information obligation by familiarizing the persons whose personal data have been made available to the Ordering Party with the content of this provision.

## **18. INFRINGEMENT**

- 18.1. The Contractor is obliged to prevent illegal or decency actions on the part of its representatives or third parties of which it has knowledge, which are aimed at obtaining the Order or unjustified benefits related to obtaining or implementing the Order.
- 18.2. The Contractor warrants and undertakes that it will not make any donation or commission to an employee, agent, subordinate or representative of the Ordering Party in connection with obtaining or performing the Order or any other agreement concluded with the Ordering Party.
- 18.3. The Contractor is obliged to immediately inform the Ordering Party of any known violation of the provisions of this section.
- 18.4. In the event of a breach of the provisions of this section by the Contractor or a third party acting on his behalf, the Ordering Party is entitled to withdraw from the whole or part of the Agreement and recover the amounts paid, or demand compensation for the damage suffered without withdrawing from the Agreement.

Gliwice, 22.02.2023