

GENERAL TERMS AND CONDITIONS OF CONTRACTS
- CONSTRUCTION WORKS, RECONDITIONING, SERVICES
(10.05.2024)

§ 1 General provisions

1. These General Terms and Conditions of Contracts apply to all contracts for the provision of services, including reconditioning/repair services, or completion of construction works for Pfeifer & Langen companies, being:
 - **Pfeifer & Langen Polska S.A.**, with its registered office in Poznań, ul. Mickiewicza 35, 60-837 Poznań, NIP 784-00-03-412, BDO 7693, District Court Poznań-Nowe Miasto i Wilda in Poznań, 8th Division – National Court Register, company no. 0000080986, share capital PLN 96,713,526.40 (fully paid), having a status of a large enterprise as defined by the relevant regulations.
 - **Pfeifer & Langen Marketing Sp. z o.o.**, with its registered office in Poznań, ul. Mickiewicza 35, 60-837 Poznań, District Court Poznań-Nowe Miasto i Wilda in Poznań, 8th Division – National Court Register, company no. 0000149431, NIP 778-11-18-503, BDO116567, share capital PLN 10,000,000 (fully paid), having a status of a large enterprise as defined by the relevant regulations.
 - **Pfeifer & Langen Energia Sp. z o.o.**, with its registered office in Poznań, ul. Mickiewicza 35, 60-837 Poznań, District Court Poznań-Nowe Miasto i Wilda in Poznań, 8th Division – National Court Register, company no. 000085921, NIP 781-20-18-198, share capital PLN 10,000,000 (fully paid).
2. As used in these General Terms and Conditions of Contract, the following terms shall have the meanings set out below:
 - a. **Customer** – Pfeifer & Langen Polska S.A. or Pfeifer & Langen Marketing Sp z o.o. or Pfeifer & Langen Energia Sp. z o.o.;
 - b. **Contractor** – each entity which has entered into a Contract with the Customer;
 - c. **Reconditioning/Construction Works/Services/Contracted Work** – as agreed between the parties: the reconditioning of premises, plant, buildings etc., the construction works and/or the services to be provided by the Contractor for the Customer within the scope defined in the Contract, including performance of services connected with preparation of projects required to carry out a reconditioning or construction works, unless such are subject to a separate contract, hereinafter to be referred to as "Contracted Work";
 - d. **Materials** – all things and means necessary to perform reconditioning or construction works, including any machines or other equipment, which may be necessary for the Contractor to complete the Contracted Work;
 - e. **T&C** – these General Terms and Conditions of Contracts with appendices and Manual, which are applicable to Contracts except to the extent a Contract provides otherwise;
 - f. **Contract** – a contract between the Customer and the Contractor, specifying at the minimum the place where reconditioning, services and/or construction works are to be provided, the remuneration and the related payment terms, the terms, dates and place for acceptance of the services, and the terms of any guarantee or bond. If no such express contract is executed – if the Contractor has been selected to perform Contracted Work for the Customer - Contract shall be constituted through minutes from negotiations and/or by an Order generated by the Customer in SAP or purchasing platform of the Customer, unless the Contractor provided an immediate rejection of the Order. The Contract shall take precedence before any different provisions of such as a note, offer/bid or the Order;
 - g. **Order** – an order for performance of Reconditioning/Construction Works/Services made in writing, through fax, e-mail or generated by the Customer in SAP or purchasing platform of the Customer, which specifies at least the Contracted Work, remuneration with conditions and term for its payment, contractual deadlines, conditions and place of performance of the Contracted Work
 - h. **Manual** – Customer's Internal HSE (Health, Safety and Environment) and HACCP Compliance Manual which is an integral part of these T&C.
3. These T&C and/or the Contract shall be the only contractual regulations which bind the parties in relation to performance of Contracted Work for the Customer. Therefore, the parties exclude the application of any other standard-form contracts (general conditions of contract or warranty, terms of sale, by-laws, etc.), including standard forms used and/or created by the Contractor. By making an offer/bid and commencing negotiations, the Contractor acknowledges having familiarised himself with, and accepts, the T&C and Manual current for the time being. Changes to T&C or the Manual are made by the Customer through posting a new version on www.pfeifer-langen.pl and the Parties shall be bound by the version which is current as of the date of entry into the Contract. The Contractor undertakes to make sure that his employees as well as his subcontractors and their employees are familiarised with the Manual.
4. The provisions of these T&C may be regulated by the Parties in a different manner only in writing or in an order generated by the Customer in SAP or purchasing platform of the Customer, or else any such changes will be invalid.
5. All regulations having a nature of Contractor's conditions or stipulations, if such do not relate to the description or scope of the works or reconditioning, its specifics or technical parameters, included in documents prepared by the Contractor (in particularly in offers), that are attached to the Contract (and constitute its integral part) or are a basis for an Order generated by the Customer in SAP or purchasing platform of the Customer, apply only in case such conditions or stipulations have been subject to individual negotiations of the parties and have been reflected in the concluded Contract or Order generated in SAP or purchasing platform of the Customer. To avoid any doubts it is hereby underlined, that any such conditions included in documents prepared by the Contractor, if such have not been reflected in the Contract or in the Order, are considered not applicable, without the need to explicitly exclude their applicability in the Contract or in the Order. If such exclusions are provided, these shall be considered as made only for purposes of simplification of reading the attachments, while for those conditions or stipulations to apply, it is still necessary, that such are directly reflected in the Contract or Order.
6. Subject to §1(2)(f) T&C, no binding force shall be attached to any agreements, warranties, promises, undertakings or Contract amendments made in any form by unauthorised employees of the Customer in connection with an Order or with the execution of a Contract.
7. Unless a Contract expressly and unquestionably provides otherwise, the rights and duties under any Contract shall be applied only and independently to a particular Pfeifer & Langen company acting as the Customer. Nothing in these T&C or any Contract shall create or be interpreted as creating joint and several liability between Pfeifer & Langen companies defined as the Customer, unless and only to the extent that the Contract expressly and unquestionably provides otherwise.

§ 2 Entry into Contract

1. It shall be the rule that the final acknowledgment of and entry into a Contract (in case a separate Contract is entered into) shall be through authorised representatives of the Contractor and of the Customer. The parties exclude the application of Article 68² of the Civil Code (Customer's silence shall not amount to acceptance).
2. Where the Contractor makes an offer to enter into a Contract, the Contractor shall be deemed to have accepted the T&C, as well as have acquainted itself and accepted the conditions provided in quotation requests of the Customer. A Contract is executed in accordance with the form submitted by the Customer, as may be revised to include what the Parties agreed during negotiations. Contractual relations could also be established based solely on an Order, unless the Contractor provides an immediate rejection of such. In case of obligations based on an Order it is assumed, that the personnel having access to the account of the Contractor in Customer's purchasing platform or SAP system, is authorized to enter into binding obligations or reject an Order. In case of entering into a Contract and placing an Order, such Order should only serve as a working document for administrative-accounting purposes, while the legal relation between the Parties shall be defined by the provisions of a written Contract.
3. If the parties agree in their Contract any provisions that exclude or modify the T&C, these provisions shall expire on completion of the Contract and shall not apply to any other Contracts between the parties.
4. Where an offer is changed in any way or any reservations/exceptions are introduced to it, the Contractor shall be obliged, regardless of providing of a changed offer or of an offer including reservations/exceptions, to provide the Customer with a separate information regarding such changes or reservations/exceptions, which shall include a concise summary of such. No Contract shall be deemed to be concluded until the Customer clearly acknowledges his acceptance of such changes or reservations/exceptions (at least through an e-mail). Otherwise all such changes or reservations shall be considered null and void.
5. In case for purposes of submitting an offer, the Customer provides the Contractor with conceptual assumptions, conceptual project or estimate (or other similar one), the Contractor is obliged to verify the provided documents or assumptions as to their fitness for the purpose of executing the Contracted Work. In case it is needed for execution of the Contracted Work, the Contractor is obliged to inform the Customer about the need to include possible corrections or changes required to execute the provided concept at the latest upon placing an offer, while in any case not later than 14 days from the date of providing the conceptual documentation (if such is not provided by the Customer prior to submitting an offer by the Contractor) – as otherwise it shall be understood, that the Contractor considers the assumptions to be correct and allowing to execute the Contracted Work. Unless the offer and then a Contract or an Order provide otherwise, it shall be understood, that any corrections or modifications will be executed by the Contractor, at his own risk and within the performance of the Contracted Work and agreed fixed remuneration.
6. The Contractor must make sure that documents and information relating to his business are up-to-date and must give the Customer a notice of any circumstance which materially affects the Contractor's financial condition. The Contractor shall be liable in damages to the Customer for failure to give the Customer a notice that the Contractor does not have, or has lost, the status of a taxable person for VAT purposes, and in particular the Contractor shall pay a contractual penalty corresponding to charges imposed on the Customer and the amount of VAT the Customer did not recover and of interest payable for that reason.
7. Conclusion of a Contract based on conditions agreed therein means, that the Contractor does not see any obstacles as to the performance of the Contracted Work within the contractual deadlines and for remuneration provided in the Contract, and while calculating the remuneration and deadlines, the Contractor, acting with highest professional care – considered the risks, that might result from changes of the economic circumstances, that could occur during the period of performance of the Contracted Work. The Contractor further declares, that weather and atmospheric conditions common in the Republic of Poland during a particular period of the year – if such could be expected based on a reasonable life experience – could not provide grounds for modification of contractual deadlines and could not be considered extraordinary circumstances.

§ 3 Performance of Contract

1. The Contractor undertakes to complete the Contracted Work with utmost professional diligence and in accordance with the Contract, applicable laws and regulations, and the principles of current engineering, economic and organisational knowledge. The Contractor represents that he is familiar with and has no objections to the conditions and method of performance of works under the Contract and accepts full responsibility in that regard.

2. The Contractor undertakes to perform the Contracted Work in accordance with such documentation, technical and process specifications and using such materials and technologies as specified in the Contract and appendices. Where the object of the Contract is to perform construction works, the Contractor shall perform such in accordance with the building permit obtained by the Customer.
3. The Contractor shall through his own means provide appropriate equipment and machinery to ensure due completion of the Contracted Work. The Customer shall not be liable for any property of the Contractor left at the work site.
4. The Customer may request the Contractor to do any additional works or reconditioning that may be necessary to duly perform the Contracted Work but have not or could have not been included in the Contract. Such works or reconditioning may be performed only after the parties draw up and sign an amendment to the Contract which will specify the scope of such additional works or reconditioning and any special terms on which they are to be performed or subject to an order generated in the Customer's purchasing platform or SAP (although such form is only allowed in case the basic contractual relation is also based on an order generated in the Customer's purchasing platform or SAP). The Parties exclude a possibility that any contract for additional works or reconditioning may be entered into by way of implied or tacit acceptance. If the Contractor performs any works or reconditioning that have not been contemplated in the Contract and requested in accordance with the preceding sentences, such works or reconditioning shall be deemed to have been completed for no extra remuneration beyond lump sum agreed for completion of the Contracted Work.
5. The Customer is entitled to determine the order and time of performance of particular parts of the Contracted Work in order to coordinate the entire investment project, including the right to change the order of performance of particular works.
6. The materials used by the Contractor shall have appropriate approvals, certificates and declarations of conformity which attest to their quality and properties and their conformity with design.
7. On delivery of software media or documentation, the Contractor transfers to the Customer, for no further consideration beyond his lump sum remuneration agreed in the Contract, copyrights in any works (as defined in copyright law) created when performing the Contract, including design documentation and any other materials delivered by the Contractor for a purpose defined in the Contract, with respect to all the defined uses (*poza eksploatacji*) indicated in Article 50 of the Copyright and Related Rights Act of 4 February 1994. The Contractor further transfers to the Customer title to all physical media in which such works have been fixed. Software and source codes shall be licensed within the same scope (unlimited and non-exclusive license with requirement to deliver software and source codes on physical media). In addition, the Contractor undertakes to the Customer not to exercise his moral rights as author of any works created in connection with performing the subject-matter of the Contract and authorises the Customer to exercise those rights in the name of the Contractor. The Contractor, upon delivery of software media or documentation, within the scope of the contractual lump-sum remuneration grants the Customer permission to make any changes, modifications and developments of the documentation made under the Agreement, including the use of it in part or in whole and combining it with other works, as well as for the disposal and use of developments of the work and the exercise of other dependent rights. Above the rights will be vested in the Customer on an exclusive basis.
8. An acceptance certificate without Customer's significant objections shall be considered as an acknowledgment of due completion of the accepted stages or of the entire Contracted Work and shall constitute grounds for the Contractor to issue an invoice where the Contract or the law provides for issuing an invoice.
9. Significant objections shall be understood as objections indicating existence of significant defects of the Contracted Works. Significant defects shall be understood as defects preventing the use of the Contracted Work or defects explicitly not compliant with the Contract. Insignificant defects shall be understood as minor overdue works or defects not being significant defects, that do not prevent the acceptance of the performed works, while the Contractor is required to remove such within 14 days from the acceptance, i.e. signing of an acceptance certificate without Customer's significant objections, where such defects have been pointed out (or within a different deadline agreed by the parties, being the shortest technically viable deadline).

§ 4 Remuneration and payment terms

1. The Contractor's remuneration specified in the Contract is a net amount and will be increased to include VAT which will be accounted for in accordance with the applicable law.
2. The remuneration includes all amounts due to and all costs of the Contractor, including also the remuneration in respect of copyright transfer/license for each defined use of any copyright works. The remuneration shall not be increased. Simultaneously (if not agreed otherwise by the parties) it shall be understood, that the value of remuneration for copyright transfer/license for each defined use of the copyrighted works does not exceed the amount of 10,000.00 PLN (in words: ten thousand 00/100 zloty) net.
3. No advance payment shall be made until the Contractor submits such irrevocable guarantee issued by a bank or an insurance company which guarantees an immediate unconditional refund of the gross value of the advance payment on Customer's first demand and is valid for a time specified by the Customer in the Contract, however not shorter than the deadline for completion of the Contracted Work plus 30 days and such guarantee has been accepted by the Customer. Advance payment shall be used by the Contractor exclusively for purposes of covering the costs (particularly costs of the materials) necessary to commence the performance of the Contracted Work and borne for that purpose. In case the Contracted Work is fully performed prior to providing a bank or insurance guarantee, or in case such is not accepted by the Customer, the remuneration originally intended as an advance payment will be paid after the completion of the Contracted Work, based on the acceptance certificate signed by the Customer without significant objections – payment term as defined in § 4 (5) pt. b. or c. T&C shall apply accordingly in such case.
4. On completion of the Contracted Work and based on a (final or partial) acceptance certificate signed by the Customer without significant objections, the Contractor shall issue a VAT invoice which may be payable by way of a single payment or partial payments. Where a single payment is due for completion of the Contracted Work, the Contractor's remuneration shall be payable on completion of the Contracted Work, on the basis of a final acceptance certificate without significant objections signed by the Customer to confirm due completion. Where the Contracted Work is to be performed in stages with a partial payment defined for completion of each such stage, the Contractor's remuneration shall be payable in accordance with the Contract and/or schedule of works and expenditures, on the basis of partial acceptance certificate without significant objections signed by the Customer according to the progress of the works and the related partial payments.
5. Subject to §9 T&C (except for advance payment), the following due dates shall apply:
 - a. advance payment – 14 days after submission of advance payment bond in accordance with §4 (3) T&C;
 - b. single payment – after 30 days from delivery to the Customer of a VAT invoice or VAT correcting invoice (or a duplicate thereof) which meets the requirements of these T&C, with the attached acceptance certificate without significant objections signed by the Customer;
 - c. partial payments – in accordance with the Contract, after 30 days from:
 - i. delivery to the Customer of a VAT invoice or VAT correcting invoice (or a duplicate thereof) which meets the requirements of sub-para 8 below, with the attached acceptance certificates without significant objections signed by the Customer;
 - ii. delivery to the Customer of acceptance certificates without significant objections signed by the Customer, in accordance with the progress of the works and the schedule of Contract,with such service to be effected at the email address set out in the Contract or at the address set out in sub-para 8 below.
6. If a due date should fall on a non-business day, it shall be moved to the first business day thereafter.
7. The Customer, upon Contractor's request, allows the possibility to pay the remuneration before due dates as set out in § 4 (5) pt. b. or c. T&C (or other dates if agreed in the Contract), under the condition, that the Contractor grants the Customer an early payment discount (*skonto*) in the amount of:
 - i. 2.8% of the Contractor's net remuneration – in case of payment within 2-14 days from the invoice delivery date,
 - ii. 1.4% of the Contractor's net remuneration – in case of payment within 15-21 days from the invoice delivery date,
 - iii. 0.7% of the Contractor's net remuneration – in case of payment within 22-29 days from the invoice delivery date,and, additionally, provided, that following conditions are met (jointly):
 - a. there is a prior approval of the Customer (Customer's Finance and Accounting Department – at least through an e-mail) regarding the possibility of an early payment of the remuneration,
 - b. invoice of the Contractor delivered to the Customer includes the amount of an early payment discount or the Contractor delivers a correcting invoice, which includes an early payment discount,
 - c. an early payment discount could be included only if the net amount of the remuneration due on the invoice exceeds the amount of 100,000.00 PLN (in words: one hundred thousand zloty 00/100). In case of an invoice with a net remuneration amount below 100,000.00 PLN an early payment discount will not be applied. However, the value of 100,000.00 PLN in case of an invoice with a net remuneration exceeding that amount shall not be considered as an amount excluded from the calculation of an early payment discount.

In case of partial payments of the Contractor's remuneration, the decision of the Customer to allow an early payment discount applies only to this particular part of the remuneration and does not affect any of the future partial payments. For each such future partial payment a separate arrangement regarding an early payment discount is required.

For avoidance of any doubt, the parties confirm, that approval from the Customer's personnel to allow an early payment discount, when all the above conditions are met, shall not be understood as a binding

modification of a payment deadline determined in accordance with the Contract or this T&C. Therefore in case of lack of Customer's earlier payment, a payment deadline as defined in the Contract or § 4 (5) T&C remains applicable and the Contractor will be obliged to correct the invoice to correspond with the initial invoiced amount i.e. the amount, which did not include an early payment discount.

Granting of an early payment discount (*skonto*) referred to in this § 4 (7) T&C does not affect the value of securities referred to in § 9, contractual penalties or any other rights of the Contractor. Such values should still be calculated on the basis of fixed remuneration amount determined in the Contract or an Order, without including any modifications, that could have resulted from the fact, that an early payment discount is granted.

8. A VAT invoice which meets the requirements of applicable laws should be sent in the form of a PDF file in accordance with the declaration of the Customer regarding acceptance to obtain invoices in PDF format, included in the Contract or in a separate document. In order for a VAT invoice in PDF format to be deemed delivered, following conditions have to be met:
 - a) the Contractor provided an e-mail address, which will be used for purposes of sending e-invoices, either in the Contract or in the Order and an invoice is being sent only from the provided address;
 - b) email with a PDF invoice must have the subject line starting with the word *faktura* (invoice) and the same word must appear in the PDF filename;
 - c) an e-mail with an invoice must have separate PDF files attached which show the grounds for issuing the invoice, with the filename of each such PDF file to contain the word *załącznik* (attachment) but not the word *faktura* (invoice);
 - d) one email may contain only one PDF invoice file. Each PDF file must be legible. In the case of a larger number of attachments, they may be sent in more than one email but reference to the relevant invoice must be included;
- a) PDF invoices for the Customer must be sent only to the following addresses, as appropriate for the given Customer:
 - i. if for Pfeifer & Langen Polska S.A. - faktury.polska@diamant.pl;
 - ii. if for Pfeifer & Langen Marketing Sp. z o.o. - faktury.marketing@diamant.pl;
 - iii. if for Pfeifer & Langen Energia Sp. z o.o. - faktury.energia@diamant.pl;

Date of invoice receipt shall be the date included in the confirmation sent by the Customer to the Contractor.

If due to formal or technical obstacles it will not be possible to issue, send or receive invoices in electronic form, the Party, that encountered such obstacle is obliged to inform the other Party immediately (within 24 hours from occurrence of the obstacle) and in such case the invoice will be sent in paper form to Customer's Finance and Accounting Department at the following address: ul. Fabryczna 2, 63-800 Gostyń. If, for reasons attributable to him, the Contractor fails to fulfil or duly fulfil his obligations described in this paragraph, the Contractor shall pay the Customer a contractual penalty corresponding to the amount of the VAT the Contractor did not deduct. In addition, the Customer shall have the right to seek damages in excess of the contractual penalty in accordance with the general rules. The time for payment shall begin to run on the date on which such a duly and properly issued document, together with all required attachments, is delivered by such method and in such form as specified in the T&C and/or the Contract.

9. The Contractor shall bear all the consequences of a situation where the Customer receives an invoice that does not comply with all the conditions provided in the T&C, which the Contractor undertakes to comply with. If this duty is not fulfilled, and in particular if the contract/order reference is not included, the Customer shall be entitled to receive the net amount of PLN 300,00 as a fee for his administrative and accounting service.
10. The Parties agree that payments under the Contract shall be made by a bank transfer to Contractor's bank account whose number is indicated in the Contract. The Contractor must give such bank account number which has been notified to the tax office with jurisdiction of Contractor's tax compliance and which will be featured on the white list of non-exempt taxable persons, and shall give the Customer a written notice of any changes. If the Contractor fails to do so, the Contractor shall pay the Customer a contractual penalty corresponding to the amount transferred to a bank account given by the Contractor which does not feature on the white list, without prejudice to the right to seek full compensation. If the Customer verifies Contractor's bank account to reveal that the account or any other bank account recently given by the Contractor is not featured on the white list, payment made into any of the Contractor's bank accounts notified to the tax office shall constitute a discharge of Customer's obligation to pay the amount due to the Contractor. A payment shall be deemed to be made on the date on which the transfer instruction is submitted to Customer's bank. The Contractor acknowledges and accepts that the Customer will pay using the split payment mechanism. Such payment shall constitute a discharge of the Customer's obligation owed to the Contractor.
11. In case the value of the Contractor's remuneration, resulting from the issued VAT invoice, requires to be corrected (regardless of reason for such correction), only the issuance of the correcting VAT invoice and its delivery to the Customer shall be understood as final arrangement and fulfillment of the conditions for correcting the value of the remuneration.
12. Modification of a bank account number of the Contractor does not require an amendment to the Contract and could be done through a written or electronic (as understood under art. 78¹ of the Polish Civil Code) declaration provided by the authorized representatives of the Contractor, according to the Contractor's rules of representation. Such amendment requires an explicit confirmation from the Customer (at least through e-mail correspondence). In case the above conditions are not met the Customer shall be allowed to provide payments to the previous bank account of the Contractor, and, in case such account number is not featured on the white list or is inactive – to any bank account of the Contractor notified to the tax office. Such payment shall constitute a discharge of the Customer's obligation owed to the Contractor regardless of the bank account number indicated on the Contractor's invoice.

§ 5 Time for completion

The time for completion of the Contracted Work is specified in the Contract. The Contracted Work shall be deemed to be completed on the date of signature of a final no-objections acceptance certificate, which confirms due completion of the Contracted Work without objections on the part of the Customer.

§ 6 Duties of the parties

1. The Customer shall be required to provide the Contractor with access to the Contracted Work site and deliver the site to him, and to certify the fact of site delivery, to timely proceed with acceptance of completed works, and to timely pay remuneration.
2. It shall be a responsibility of the Contractor to do whatever is conducive to proper completion of the Contracted Work, and in particular:
 - 1) take custody of work sites and certify the fact of such take over. In case the Contracted Work constitutes a part of a bigger investment, the Contractor is required to cooperate with other contractors performing works within the same investment area. Moreover, the Contractor is obliged, if requested by the Customer – as long as it is possible without compromising the quality of the entire Contracted Work - to modify the order of the performed works within the Contracted Work subject to availability of the site for performance of particular works (front of the works). In case the modification of the order of the performed works within the Contracted Works is objectively not possible, the Contractor is obliged to provide the Customer within a 2 day term from the date of such request - with a written objection to modify the order of particular works within the Contracted Work, specifying the justification for such objection. Failure to comply with such request of the Contractor shall be deemed as circumstances for which the Contractor bears responsibility, in particular if this leads to extension of the entire or parts of the Contracted Work or the investment. Change of order of the performed works within the Contracted Work, as provided in this point, does not require an amendment to the Contract or schedule of works.
 - 2) give the Customer a written or electronic notice of any additional work that may be necessary, within 3 business days from taking notice of such necessity;
 - 3) ensure that property at the site is protected, including especially against fire;
 - 4) execute and maintain all throughout the duration of the Contract the following contracts of insurance: insurance covering all risks in connection with performing the contracted work with sum insured of at least PLN 1.000.000,00 (one million zloty) per occurrence or not lower than half of the contractual remuneration – whichever value is higher. The insurance shall include in particular:
 - public liability cover in connection with the works (property damage, personal injury);
 - personal accident cover for own employees or for the employees of any subcontractors.The scope of cover must be approved by the Customer. The Contractor shall furnish to the Customer a copy of the policy and of a confirmation of premium payment;
 - 5) keep the site tidy during and on completion of the Contracted Work; having taken custody of the work site, the Contractor shall assume the responsibilities of the site host and shall be responsible for property damage, death or personal injury at the site caused to his employees or subcontractors or to third parties, also if such damage is caused by the movement of the enterprise or site of the Contractor fuelled by forces of nature (steam, gas, electricity, liquid fuels etc.). The Contractor shall immediately notify the relevant authorised representative of the Customer and the owner's representative (*inspektor nadzoru*) of any damage or injury discovered at the site, including damage caused by a third party;
 - 6) the Contractor shall assume the environmental responsibilities and costs relating to the site, including the costs to remove packaging, waste and sewage generated in connection with work on the Contract. The Contractor shall be responsible for environmental and waste management compliance (including daily waste segregation) at the site. Packaging, waste and sewage should be removed regularly so that the site is tidy and such things are not stored there; any waste generated due to performance of the Contracted Work shall be property of the Contractor who is required to transfer it to authorised waste collection firms;
 - 7) restore communication routes or any other areas in and outside of the Customer's premises (used for purposes of the performed works), if such have been damaged or degraded as a result of the Contractor's works, in particularly as a result of use or transport of elements with heavy machinery;
 - 8) report readiness for acceptance procedures to the Customer within Contract timeframes;

- 9) carry out the works in accordance with fire regulations and HSW regulations;
 - 10) ensure that all Contractor's employees who perform the Contracted Work:
 - have professional qualifications adequate for the scope of the Contract;
 - have current medical examinations;
 - have been trained in HSW and fire regulations;
 - are covered by personal accident insurance;
 - 11) the Contractor shall do any such additional work associated with Contracted Work which the Customer may deem necessary and for which the Customer engages the Contractor in accordance with §3(4) hereof. In consideration for additional work, the Contractor will be entitled to remuneration specified in the relevant amendment to the Contract or in a relevant order from SAP/purchasing platform of the Customer, while – unless value of such additional works has not been established in those documents - the additional work shall be settled in accordance with the as-built priced bill of quantities, which the Contractor shall issue on the basis of a quantity survey of the works, approved by Customer's representative;
 - 12) the Contractor shall require his employees (or subcontractors etc., collectively the "employees") to fully and unconditionally comply with HSW regulations, including sobriety control & maintenance, fire protection, sanitary, environmental and HACCP duties, having special regard to Customer's internal site regulations in accordance with the terms of the Manual;
 - 13) the Contractor must take reasonable measures to protect the environment (whether in or outside Customer's facility) and reduce hazards and nuisance to people or property arising from pollution, noise or other effects of his actions. The Contractor shall not permit the use of any dangerous or noxious materials;
 - 14) the Contractor shall provide the Customer with any operating instructions, operation and maintenance documentation (*DTR*), safety certificates, technical approvals, test reports, attestations, type approvals, source codes etc.
3. Considering the need to ensure the safety of people and property in Customer's facilities, the Contractor shall ensure that none of his employees enters or remains in Customer's facilities while under the influence of alcohol or narcotic substances. Where there are reasonable suspicions as to the level of sobriety or intoxication of Contractor's employees entering or remaining in Customer's facilities and this is reported to the Contractor, the Contractor must immediately remove any such person from the site and take action to verify the person's level of sobriety or intoxication and prevent them from working in Customer's facilities. The Customer is entitled to administer preventive or random sobriety tests to persons entering or remaining on the premises. The Contractor must notify this to his employees/subcontractors and ensure compliance with sobriety control and maintenance duties. The foregoing shall not affect Contractor's duties associated with performing the Contract, including without limitation the duty to ensure timely and due completion of the Contracted Work, unless the Contractor unquestionably proves that Customer's suspicion as to the level of the given person's sobriety or intoxication turned out to be groundless.

§ 7 Subcontractors

1. The Contractor undertakes to perform the Contracted Work personally / using his employees.
2. In case the Contractor intends to engage a third party (subcontractor) to perform specified parts or the entirety of the Contracted Work and intends to give Customer a notice about engaging a subcontractor ("Notice"), such Notice must include details of the (construction) work to be subcontracted, start and final date of performance of the assigned Contracted Work and remuneration agreed for its performance. Notice must be given to the Customer, prior to the commencement of the subcontractor's work. The Customer has the right, within thirty days from receipt of the Notice, to provide objection regarding engagement of the subcontractor for certain work, raising his objection ("Objection") with the Contractor and the subcontractor. In particular the Customer might raise an Objection, if the Customer requires (for purposes of standardization of applied solutions), that particular works or parts of it within the Contracted Work could only be subcontracted to specific third parties. An Objection must be in writing to be valid. The Customer's approval for subcontracting the work specified in the Notice might be conditional, subject to providing by the Contractor of additional bond in the form of a bank/insurance company's guarantee or an additional deposit withheld from amounts paid to the Contractor to secure reimbursement of any remuneration paid by the Customer directly to the subcontractors. If the Customer requests the Contractor to provide such additional bond, the Contractor shall be required to submit the relevant documents to the benefit of the Customer within 14 days from delivery of the Notice. If the Contractor fails to provide the additional bond as requested by the Customer, the Customer shall raise an Objection (without limitation to the right to raise an Objection for other reasons). The Contractor shall report to the Customer on the liabilities he owes to subcontractors, with such report to accompany each invoice submitted to the Customer and to set out each subcontractor's name with the amount due and the due date, and shall promptly provide any other information requested from the Customer. If that duty is not complied with or in situations set out in sub-para 6, the Customer may request explanations from the Contractor, suspend outstanding payments for the Contractor equal to the amount due and payable to the subcontractor, and/or demand additional security for his recourse claim against the Contractor. Such payment suspension shall not entitle the Contractor to claim interest from the Customer. When requested by the Customer, the Contractor shall report to him on the liabilities he owes to his subcontractors and shall promptly provide any other information requested by the Customer.
3. In case of any changes to the scope of subcontracted works or the remuneration agreed for such works (additional remuneration) the procedure as set out in pt. 2 above shall be applied accordingly, as otherwise it is deemed, that the notice regarding subcontractor does not include such works or additional remuneration.
4. The fact that the Contractor has engaged any third party to perform part of the works shall not lead to any increase in the Contractor's remuneration for completion of the Contracted Work.
5. Where the Contractor relies on subcontractors, he must use only professional entities and shall be fully responsible on a strict liability basis for the acts of any entities whom he has subcontracted for construction work, as for his own actions or omissions.
6. Where any work has been completed by subcontractors, the Contractor shall timely pay the amounts due to them. Where any amounts due to the subcontractors are paid by the Customer, the Customer shall deduct such amounts, without a need for a separate declaration in that regard, first from the remuneration due to the Contractor and then from the security deposit. If the Customer takes notice of any overdue payments from the Contractor to any subcontractor, the Contractor shall be required to provide security for any recourse claim the Customer may have against the Contractor by reason of the Customer meeting the subcontractor's claims, or else the Customer may rescind the Contract due to Contractor's fault.
7. The Contractor shall ensure that the above duties will be complied with by his subcontractors in relations with their subcontractors (counterparties). The above clauses shall apply in full to subcontractors' counterparties, and the Customer shall be entitled to withhold payments to the Contractor, demand security from the Contractor, in connection with liabilities owed by Contractor's subcontractors to their counterparties.

§ 8 Warranties

1. The Contractor grants the Customer a quality warranty for the completed Contracted Work and the related materials for a period agreed in the Contract, or – if such period is not agreed in the Contract – for a period of 24 months from the date of the final acceptance certificate without significant objections signed by Customer.
2. This also includes a warranty that the Contracted Work has been properly completed in accordance with the Contract, laws and regulations, instructions and technical documentation.
3. The Contractor undertakes in the warranty period to remove at his own cost any notified defects within a technologically reasonable time after the date of the Customer's defect notification, which however shall not be longer than the time specified in the note or the Contract, considering the period necessary to complete the remedial work, or, in the absence of such arrangements, not longer than 7 days from the date of the Customer's defect notification.
4. If for any reason, except force majeure, the Contractor fails to remove such defects within the time agreed in the Contract, Order or according to sec. 3 above, then after the Customer requests the Contractor in writing to remove the defects and the Contractor fails to do so, the Customer shall have the right, and is authorised by the Contractor, to engage a third party to remove the defects while the Contractor shall be liable for the related costs notwithstanding any contractual penalties due to the Customer or any damages.
5. If a request is made to remove a defect covered by the warranty, the warranty period shall be extended to include the entire time from notification of the defect until its removal.
6. The warranty period for a repaired or replaced item shall reset and start anew as of the defect removal date.

§ 9 Security

1. As a security in the form of contract performance bond and/or good quality bond (removal of defects during contractual or statutory warranty period), the Contractor shall pay the Customer by way of deposit an amount equal to a value specified in the Contract, or – in case such value is not specified in the Contract - for 10% of net remuneration of the Contractor as specified in the Contract. The deposit amount shall be payable in accordance with the Contract on the due date of the payment to be made to the Contractor or, for partial payments: in case there is no advance payment – in the amount of 10% of each payment to be made to the Contractor, on its due date; in case there is an advance payment – in the amount of 10% of each payment to be made to the Contractor, on its due date, however taking into account, that the value of the deposit payable on the date of first (or following) payments to be made to the Contractor shall be increased by the value of 10% of the value of the advance payment, so that the final value of the deposit shall correspond with the total value of the deposit. The deposit shall remain in effect for the period:
 - a) in case of good performance bond – not shorter than the final term of the Contracted Work plus 30 days,
 - b) in case of good quality bond (removal of defects during contractual or statutory warranty period) – not shorter than the warranty period set out in the Contract or determined in accordance with §8 T&C or the statutory warranty period, whichever is longer, plus 30 days (security deposit).

If the Contractor fails to pay the deposit amount on time as above, the Contractor requires the Customer to make such withholdings on account of the deposit, without a need for a separate declaration in that regard, from each payment due to the Contractor (other than advance payment) as to ensure that the sum total of the amounts withheld equals the full deposit amount.

2. The security deposit may be replaced with an unconditional, irrevocable, first-demand guarantee issued by a bank or an insurance company for the amount specified in the Contract or according to sec. 1 above, which shall remain in effect for the period:
 - a) in case of good performance bond – not shorter than the final term of the Contracted Work plus 30 days,
 - b) in case of good quality bond (removal of defects during contractual or statutory warranty period) – not shorter than the warranty period set out in the Contract or determined in accordance with §8 T&C or the statutory warranty period, whichever is longer, plus 30 days (security deposit).

Draft of such guarantee requires a previous and clear approval of the Customer (at least through e-mail correspondence), or else the guarantee will not be accepted and the deposit will not be refunded.

3. The deposit amount will be refunded to the Contractor within 21 days from delivery to the Customer of the original bank or insurance guarantee whose terms have been approved by the Customer.
In case the Contractor provided a bank or insurance guarantee for an amount lower than the security amount agreed in the Contract (part of the security), the Customer will refund the deposit only in the amount corresponding with the provided bank or insurance guarantee.
4. In case the Contractor provided a guarantee issued by a bank or an insurance company regarding retention & maintenance (removal of defects and any objections) prior to final acceptance of the Contracted Work, the Contractor shall be obliged to extend the validity of such bond accordingly, if, as a result of delay with performance of the Contracted Work, the initial validity period of the provided bank's or insurance company's guarantee falls shorter than the required period of validity of such security. If such extension of the validity period of the security is required and the Contractor fails to provide a confirmation of extending such security, approved by the Customer - within 14 days from the final acceptance of the Contracted Work, then the Contractor shall be obliged to pay the Customer by way of deposit an amount equal to a proportion of the total value of the security required under the Contract and the number of days not covered through the security due to delay in performance of the Contracted Work (supplementary deposit). The amount of supplementary deposit shall be payable on the due date of the payment to be made to the Contractor after performance of the Contracted Work.
5. In case of increase of the fixed remuneration of the Contractor, the Contractor shall be required to accordingly adapt the amount of the security, so that the proportion between the security level agreed in the Contract (agreed percentage) and the modified amount of the remuneration is retained. The adaptation of the security level should be implemented in the following way:
 - a) if the Contractor provided a bank or insurance guarantee, then the Contractor shall, within 14 days from modifying the amount of fixed remuneration, provide a document confirming increase of the security level, approved by the Customer,
 - b) if the security exists as a deposit (or in case the Contractor failed to provide a document as mentioned in sec. 5 let. a) above), then the Contractor shall pay to the Customer the differential between the security level prior to the modification of the remuneration and the security level applied after such modification (shortage deposit) in such way, that the shortage deposit shall be paid on the due date of the payment to be made to the Contractor after performance of the Contracted Work.
6. Rules regarding the validity of the deposit and its return, as set out in § 9(1) and (2) above also apply to the supplementary deposit and the shortage deposit.
7. From the security of the contract performance, as set out in § 9(1) - (5), the Customer has the right to satisfy:
 - a) losses and costs incurred during and in connection with performance of the Contract (good performance bond), in particularly costs of removing defects detected during acceptance procedures, contractual penalties imposed for non- or improper performance of the Contract or remuneration paid to the subcontractors,
 - b) losses and costs incurred during and in connection with defects of the Contracted Work (good quality bond) detected during the period of statutory or contractual warranty, in particular costs of warranty repairs and losses due to failure of the Contractor to remove defects according to contractual or statutory obligations, contractual penalties imposed on the Contractor as well as any other liabilities of the Contractor.
8. The obligation to provide a bond under § 9(1) - (5) shall not apply to such obligations where the total deposit withheld from the remuneration would not exceed PLN 5,000.00 in aggregate, i.e. where the remuneration is not more than PLN 50,000.00, unless such obligation is provided for in the Contract/Order.

§ 10 Acceptance

1. Final acceptance shall proceed in relation to the entire works on completion of the Contract. Any partial acceptance procedures shall concern completed stages of the works in accordance with the Contract or schedule.
2. The Contractor shall give the Customer a 5-day prior notice of the date when the Contractor will be ready to proceed with acceptance. The Customer shall commence acceptance procedures within a maximum of 10 days, or 14 days in the case of final acceptance procedures, from Contractor's notice. Contractor's readiness for acceptance must be notified to an authorised representative of the Customer in writing or by email at his address, with the time starting to run from acknowledgement of receipt of such notice. The foregoing will constitute a basis for the Customer to appoint a time and day for acceptance procedures. If acceptance procedures reveal that the Contracted Work is not ready for acceptance, this shall be acknowledged in the certificate and/or by Customer raising significant objections or making some other representation. Final acceptance procedures will include also the receipt, or the confirmation of any earlier receipt, of complete documentation and source codes which the Contractor is required to deliver.
3. It is a responsibility of the Contractor to collect and present to Customer's authorised representative such documents as will enable the Customer to assess if the work subject to acceptance procedures has been duly completed. The acceptance procedures shall be reported in a certificate executed in the presence of the Customer and the Contractor, said certificate to record any findings and arrangements made in the process and any dates scheduled for removal of defects or significant objections. In the event of defects or objections, the certificates shall set out a time for their removal which shall be as short as technically practicable. A time agreed for removal of defects or significant objections may not operate to postpone any of the base deadlines set out in the Contract. Any detected defects will be removed at the cost of the Contractor.
4. If for any reason the Contractor fails to remove defects or significant objections within the agreed time, then after the Customer requests the Contractor in writing to remove the defects or significant objections and the Contractor fails to do so, the Customer shall have the right, and is authorised by the Contractor, to engage a third party to remove the defects or significant objections, while the Contractor shall be liable for the related costs, notwithstanding any contractual penalties due to the Customer or any damages.
5. The Customer shall be entitled to refuse to accept any part of the works which has been performed in breach of technical documentation, principles of art and technology or terms of the Contract.
6. After removal of defects or significant objections, the Contractor shall give the Customer at least 3 calendar days' prior written notice of a proposed date for acceptance.
7. Final acceptance shall be deemed to occur when the Customer's authorised representative makes a statement of acceptance without objections in the final acceptance certificate.
8. In case of insignificant objections § 3 (8) and (9) of this T&C shall apply.
9. An acceptance certificate without Customer's significant objections shall be considered as an acknowledgment of due completion of the accepted stages or of the complete Contracted Work and shall constitute grounds for the Contractor to issue an invoice whenever the Contract or the law provides such right or obligation.

§ 11 Contractual penalties

1. The Contractor shall pay the following contractual penalties to the Customer:
 - a) for delay in performing any works specified in the schedule, including delivery of documentation, software, source codes etc, or in completion of the Contracted Work, or in removal of any defect detected during acceptance procedures or during the warranty period – a penalty of 0.5% of the Contractor's total lump-sum remuneration under the Contract for each day of such delay but in aggregate not more than 20% of the total lump-sum remuneration under the Contract;
 - b) if the contract is rescinded by the Customer (either for reasons provided in this T&C or in the Contract, as well as on the basis of statutory regulations), or by the Contractor for reasons other than Customer's fault – a penalty of 10% of the Contractor's total lump-sum remuneration under the Contract;
 - c) for Contractor's failure to perform or duly perform the Contract, including without limitation a breach of § 6(2) T&C, a more than 30 days' delay in performing the Contracted Work or any other breach of Contract justifying Customer's rescission thereof, including on the basis of § 12(1) T&C – a penalty of 10% of the Contractor's total lump-sum remuneration under the Contract (notwithstanding the right to charge any other contractual penalty defined elsewhere herein).
2. A contractual penalty of PLN 50,000.00 (fifty thousand zloty) per employee for the hiring in any form of any employee of the Customer for performing a Contract.
3. A contractual penalty of PLN 10,000.00 (ten thousand zloty) for each breach by the Contractor or his employees or subcontractors or subcontractors' employees of any of the duties under §6(2) pt. 12 T&C or any of the rules or duties arising from the Manual or if health and safety at work regulations are breached three times.
4. The Contractor shall pay the following contractual penalties to the Customer for the following violations by Contractor's employees:
 - i. for failure to use individual protection measures, such as protective clothes, helmets, vests, footwear, hearing protectors, sight protectors, safety harnesses etc., – PLN 300,00 per breach per employee;
 - ii. for non-compliant workplace organisation, such as untidiness, disorder, failure to mark or delimit the area of dangerous work or work at height – PLN 500,00 per breach per employee;
 - iii. for such conduct of Contractor's employees which violates health and safety at work ("HSW") regulations, sobriety control and maintenance duties or internal plant procedures so that repeat training will have to be provided on worksite hazards or HSW policies in the facility and the involvement of local site personnel will give rise to a charge for training costs and for such personnel's costs according to hourly rates – PLN 150,00 for each training session provided by local plant's HSW officer;
 - iv. if Contractor's employee brings alcohol onto the premises or is removed from the premises on suspicion of being under the influence of alcohol or refuses to undergo a sobriety test – PLN 500,00 per breach per employee;

- v. if the Contractor's employee brings or consumes food or beverages outside of the designated areas on the Customer's premises, as well as if the residue of consumed food or beverages, in particular food or beverages leftovers or their packaging is found outside of the designated areas - PLN 500,00 per breach per employee
 - vi. if Contractor's employee is removed from the premises in the case of theft, i.e. in the case of him being detained by a local employee or security guard with a stolen item – PLN 500,00 per breach per employee.
- The Contractor shall not engage for any works under the Contract any employees who have been removed by the Customer for any of the violations described above in points iii. to vi., or else he shall pay the relevant contractual penalty as defined above.
5. The Customer shall pay the Contractor a contractual penalty for rescission of Contract by the Customer or the Contractor, due to Customer's fault, equal to 10% of the Contractor's total lump-sum remuneration under the Contract.
 6. In any case where the amount of loss exceeds the amount of contractual penalty, the Party claiming the penalty shall be entitled to recover damages to compensate it for the difference.

§ 12 Rescission of Contract

1. Notwithstanding the statutory rescissions rights, the Customer may rescind the Contract:
 - a) without providing any additional period for removal of infringements or due performance of the obligations, if the Contractor does not perform the Contracted Work or any stages thereof (including failure to deliver documentation) for reasons attributable to him, i.e. fails to commence performance of the Contract within 14 days from the agreed commencement date, stops performing the works without a valid cause for a period of 14 days on any single occasion or 21 days in total throughout the duration of the Contract, or the delay with performance of any part of the Contracted Work exceeds 21 days;
 - b) the Contractor's performance of the works is defective or in breach of design documentation, Contract or technical requirements, or the Contractor breaches the Contract or does not respond to instructions from the Customer to adjust and revise his performance within the time scheduled provided by the Customer.
2. The Contractor shall be entitled to rescind the Contract in the event of a payment delay of more than 30 days.
3. Either Party has the right to rescind the Contract within 60 days from the occurrence of any of the events described in sub-para 1 or 2 which justify rescission.
4. The above provisions shall be without prejudice to any right of rescission which may be otherwise available under law.
5. In case Customer rescinds the Contract for reasons provided in this § 12 T&C, the Customer shall have the right, and is authorised by the Contractor, to engage a third party to remove the defects or objections, while the Contractor shall be liable for the related costs, notwithstanding any contractual penalties due to the Customer or any damages.
6. The Customer at his discretion shall have the right to rescind the Contract only in part, if he considers the already performed Contracted Work to present an economic value on its own. In such case the rescission of the Contract shall have effect as of the day of declaration on rescission of the Contract. The Customer shall in such case have the right to retain the already performed parts of the Contracted Work, while being obliged to pay remuneration for such Contracted Work – in as far as the Contracted Work has already been performed and accepted until the day of declaration on rescission of the Contract. The Customer shall, however, be entitled to request an adequate reduction of the remuneration – in relation, in which the already performed Contracted Work presents a lower usability than it would have in case the Contract was fully performed. Regarding the part of the Contracted Work which is not subject to a rescission, the Customer will be obliged to remove defects and objections of the Contracted Work within the statutory or contractual warranty, while the period of such statutory or contractual warranty shall start as of the day of declaration on rescission of the Contract and shall end not earlier than if it was calculated from the day of the final acceptance of the Contracted Work in accordance with the Contract.

§ 13 Insurance

1. The Contractor represents that he has and shall throughout the duration of the Contract maintain a civil liability insurance in respect of his business and property with guaranteed sum insured for each occurrence compliant with requirements of § 6 (2) pt. 4) T&C. Subject to the specifics or scope of the Contracted Work the Customer may require additional insurance, beyond the one mentioned above.
2. The Contractor shall at the latest within 2 days from execution of the Contract and at any request of the Customer, present the policies of insurance and submit to the Customer their copies with terms and conditions of insurance as well as the confirmation of payment of the insurance contribution.
3. The Contractor shall not make any assignment of or any material changes to his contract of insurance without a prior written (under pain of nullity) consent of the Customer.
4. Considering sub-para 3, the Contractor shall give the Customer a prompt notice of any changes made by the insurer to any material terms and conditions of insurance.
5. If the Contractor fails to have insurance cover as required by the Contract, the Customer may:
 - a) rescind the Contract, without providing any additional term for the Contractor to execute the relevant contracts of insurance, through a declaration of the Customer regarding rescission of the Contract provided within 60 days from the day since the Customer learned about the lack of such insurance,
 - b) conclude the relevant contracts of insurance (and is authorised by the Contractor to do so) at Contractor's cost and risk. Such costs will be deducted from the remuneration due to the Contractor, without the need to provide any additional declarations, on the due date of invoices of the Contractor, which fall at the earliest following coverage of such cost by the Customer.

§ 14 Confidentiality

1. The Contractor must maintain the secrecy of, and must not disclose, any confidential information relating to the Contract which he learns in connection with performing the Contract and shall not use such information for his own purposes or for those of any third party. The Contractor declares that he shall impose that obligation on his employees, subcontractors and others acting in his name or on his behalf.
2. The Customer must maintain the secrecy of, and must not disclose, any confidential information relating to the Contractor which he learns in connection with performing the contract and shall not use such information for his own purposes or for those of any third party. The Customer declares that he shall impose that obligation on his employees.
3. The above obligations shall bind the Contractor all throughout the duration of the Contract and for another 5 years from the date of completion of the Contract (signature of final non-objections acceptance certificate for Contracted Work) or its termination.
4. Confidential information is also the fact of commencement of cooperation between the Customer and the Contractor.
5. In case the Customer and the Contractor entered into a separate non-disclosure agreement regarding the same scope as the Contracted Work, such agreement shall have precedence over regulations of this § 14 T&C.

§ 15 Compliance and Personal Data

1. The Contractor acknowledges that the Customer requires that all actions taken by the Contractor shall be in line with applicable provisions of law, standards and customs of ethical behaviour as well as compliance policies applied by the Customer and undertakes to act in accordance with the abovementioned requirements.
2. In particular, the Contractor is obliged to:
 - a) refrain from any action which can be considered corruptive,
 - b) refrain from any action which can be considered to be incompatible with the principles of fair competition or harmful to the interests of consumers,
 - c) ensure that employees and any other persons acting on behalf of the Contractor are obliged to comply with the Contractor's obligations under § 15 hereof.
3. By entering into the Contract the Contractor confirms that he has read the current wording of the compliance policies applied by the Customer, which are available on the webpage <https://www.pfeifer-langen.pl/firma/compliance/> and accepts them in their entirety.
4. The Contractor is obliged to immediately notify the Customer about any cases of behaviour by persons acting on behalf of the Customer contrary to the applicable compliance policies of the Customer. For this purpose the Contract may use reporting channels provided by the Customer and available on the webpage <https://www.pfeifer-langen.pl/firma/compliance/>.
5. The Contractor is obliged to immediately notify the Customer about any events which are identified in the Contractor's activities, that are in contradiction with compliance policies applied by the Customer. In such case the Contractor is obliged to provide the Customer with a written explanation with regard to the event that took place, along with an indication of the remedial measures taken.
6. Should the Customer find that the provisions of § 15 hereof have been breached, the Customer is entitled to:
 - a) in the case of minor infringements - terminate the Contract with the Contractor, provided the Contractor has been requested to remove the breaches within the time period indicated by the Customer (not longer than 14 days),
 - b) in the case of major infringements or infringements which cannot be removed - terminate the Contract with the Contractor with immediate effect,
 - c) if the Contract is to be terminated under point a) or b) above - require the Contractor to pay a contractual penalty in the amount equal to 10 % of the Contract value, but not less than 10,000.00 PLN (ten thousand zloty), with the right to demand supplementary compensation in excess of the value of the contractual penalty charged.
7. Regulations included in §15 hereof do not prevent the Contractor from applying its own policies and compliance procedures, which in such case may be auxiliary or supplementary towards the Contractor's requirements arising from these T&C.
8. The Contractor is obliged to immediately inform the Customer in the event that the Contractor, any of the persons included in the managing bodies of the Contractor or the Contractor's beneficial owner are subject to European Union sanctions or national sanctions, in particular that they are included in the list of sanctioned persons and

entities referred to in Article 2 of the Polish Act of April 13, 2022 on special solutions to prevent support for aggression against Ukraine and to protect national security. In addition, the Contractor shall refrain from any cooperation with the entities and persons subject to the sanctions referred to in the preceding sentence. Notwithstanding the Customer's rights under generally applicable law, the Customer shall have the right to withdraw from the Contract in the event of the occurrence of any of the events referred to in the first sentence of this section 8. The Customer may withdraw from the Contract within 60 days from the moment he became aware of the occurrence of the grounds for withdrawal.

9. Information regarding processing of personal data by the Customer for purposes of Contract performance by the Contractor is available on the webpage <https://www.pfeifer-langen.pl/firma/compliance>. Employees of the Contractor, who participate in the cooperation with the Customer, shall be informed by the Contractor about the content of this information.

§ 16 Final provisions

1. The Customer shall have the right to set off amounts due to him from the Contractor against any amounts payable by the Customer to the Contractor as a payment of remuneration for completing the Contracted Work, even before such amounts become enforceable, without a need to provide any separate declarations.
2. If any individual provisions of a Contract are or become wholly or partly invalid or ineffective, this shall not affect the effectiveness of the other provisions of the Contract. The invalid or incomplete provisions shall be appropriately replaced with those that are effective or supplemented with new ones in a way which best corresponds with the provisions of the Contract and the parties' intended business objective.
3. The transfer of any debt-claims (*wierzytelności*) the Contractor may have against the Customer under a Contract requires prior consent of the Customer which must be given in writing to be valid. The Customer might in particular refuse its consent for transfer of any debt-claims in case the purchaser of such is not a banking or other reputable financial institution as well as in case such transfer could have an impact on the possibility of the Customer to exercise its set-off rights towards the Contractor, including as allowed under § 9 (1) T&C.
4. To be valid, any changes including additions to a Contract or T&C must be made in agreement by authorised representatives of the parties in writing or in such other form in which the Contract was executed. This requirement does not apply to replacing any such persons set out in the Contract as are authorised to act in performance of a Contract and such replacements shall take place via a written notice of replacement to be given to the other Party with particulars of relevant persons or to changes of bank account referrals (in accordance with § 4 (12) T&C). Any declarations of intent made by any Party must be in writing or in electronic form to be valid.
5. Each of the Customer and the Contractor undertakes to promptly notify the other in writing of any change in his address set out in the introductory part of the Contract. Any correspondence sent to Contractor's address as set out in the introductory part of the contract shall be deemed to be served on the Contractor on the date of receipt or, if a missed/attempted delivery notice is left, on the date of the first such notice. Except for the case provided in § 4 (8) of the T&C all correspondence for the Customer shall regarding the Contract shall be delivered to the address of the registered seat of the Customer.
6. Polish law shall be applicable in performing a Contract and in resolving any disputes that may arise in connection with performing the Contract and any such dispute shall be resolved by a Polish court with jurisdiction at the location of Customer's registered office.
7. Where these T&C or a Contract are executed in any other language versions, the Polish version shall prevail.

Appendix:

- form of contract

[Contract no. _____]

entered into on _____ by and between:

PFEIFER & LANGEN, a company with its registered office in Poznań, ul. Mickiewicza 35, 60-837 Poznań, registered in the register of businesses kept by the District Court Poznań - Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, under the number _____, NIP: _____, BDO: _____, share capital: PLN _____ (fully paid), having a status of a large enterprise as defined by law, hereinafter referred to as the **Customer**, represented by:

1. Roman Kubiak – President of the Management Board,
2. Tamara Nosarzewska – Member of the Management Board,]

and

[company:

_____ (business name), a company with its registered office in _____, NIP: _____, registered in the register of businesses kept by the District Court _____, Commercial Division of the National Court Register, under the number _____, share capital: PLN _____, Tax Office: _____, represented by:

sole trader:

_____ doing business as _____, in _____, NIP _____, PESEL _____, Tax Office: _____]

hereinafter referred to as the **Contractor**

This Contract is entered into pursuant to:

1. the Customer's General Terms and Conditions of Contracts - Construction Works, Reconditioning, Services ("T&C") – version 10.05.2024 – taking precedence before any arrangements included in the note or the offer,
2. [note no. _____ dated _____ - attachment no. 2 to the Contract,
3. offer no. _____ dated _____ - attachment no. 3 to the Contract.]

§ 1 Contracted Work

1. Contracted Work is (description of the performed assignment): _____

Detailed specification of the Contracted Work: in accordance with the offer – attachment no. 3 to the Contract.]

2. Contracted Work includes also, within remuneration specified in § 2 sec. 1 of the Contract (**delete if not applicable**):
 - a) transfer, on terms specified in T&C, by the Contractor to the Customer of copyrights in design documentation (indicated in § 1 sec. 2 c) below and other materials delivered as part of performance of the Contracted Work, if such constitute copyright works under Copyright and Related Rights Act of 4 December 1994;
 - b) grant of license for the software and source codes, if such are provided as part of the performance of the Contracted Work, on terms specified in T&C;
 - c) preparation and hand-over to the Customer of the following documentation: _____, in electronic/paper format, in Polish language (**delete if not applicable**).
3. Place of performance: _____
4. Documentation to be provided by the Customer for purposes of performance of the Contracted Work by the Contractor: _____ (**if applicable, otherwise delete**).]
5. Completion deadlines for Contracted Work:
 - 1) Start date: _____
 - 2) Final date: until _____
 - 3) Partial dates (milestones) of performance of the Contracted Work (if agreed):
 - a) until _____;
 - b) until _____;
 - c) until _____;
 - 4) Schedule of Works and Expenditures: attachment no. 1/ none (**delete if not applicable**).]

[The Contractor has been informed and acknowledges, that the planned date of commencement of the beet campaign in Customer's Plant – Sugar Factory _____, is Performance of the Contracted Work in accordance with contractual deadlines is therefore crucial for the Contractor to commence the beet campaign on the above date.]

§ 2 Contractor's remuneration

1. The net final lump-sum remuneration of the Contractor shall amount to PLN _____ (_____) and includes also the scope of the Contracted Work indicated in § 1 sec. 2 of the Contract and any other costs of the Contractor. VAT shall be added to that amount and/or accounted for in accordance with the law.
2. The remuneration shall be paid as follows (**choose the applicable and delete other options**):
 - 1) single full payment,
 - 2) partial payments as below:
 - a) **advance payment (if agreed, otherwise delete)** - _____ % of the amount defined in sec. 1 plus goods and services tax, i.e. the amount of PLN _____ net, payable in accordance with § 4 (3) and (5) pt. a. T&C.
 - b) payments after completion of the Contracted Work (or parts of the Contracted Work):
 - after completion of _____: _____ % of the amount defined in sec. 1 plus goods and services tax, i.e. the amount of PLN _____ net,
 - after completion of _____: _____ % of the amount defined in sec. 1 plus goods and services tax, i.e. the amount of PLN _____ net
 - 3) payments in accordance with the Schedule of Works and Expenditures – attachment no. 1 to the Contract.]
3. The due date for payments (except advance payment) is 30 days from, calculated in accordance with § 4 (5) pt. b. or c. T&C.
4. Payment to be made into Contractor's bank account [_____] subject to § 4 (10) T&C.
5. The Customer declares, that as of the date of the Contract, he accepts receiving Contractor's invoices issued as PDF files and the Contractor accepts such declaration. Invoices of the Contractor will be sent from the following email address: [_____]

§ 3 Statutory and contractual warranty

1. Warranty period: [_____] from the date of signing of the final acceptance protocol without Contractor's significant objections.
2. Time to perform defect removal during statutory or contractual warranty:
 - a) time for service reaction (receipt of the defect report): within _____,
 - b) time to start defect removal (including a visit of the serviceman in Customer's plant, if required): within _____,
 - c) time for completion of the defect removal: within _____]

Each of the above time frames is calculated from the moment of defect notification by the Customer.

§ 4 Contract security, penalties

1. Security in the amount of [_____] in force pursuant to T&C.
2. Security deposit payable as follows: as per § 9 T&C / other _____ (**fill in if applicable, delete otherwise**).]
3. Contractor to pay contractual penalties in accordance with T&C or the Contract (if other or additional penalties are agreed) and in such cases as indicated therein.

§ 5 Insurance

Contractor has liability insurance in respect of his business with the guaranteed sum as indicated in the insurance policy of the Contractor (attachment no. 4 to the Contract), for each occurrence.

§ 6 Persons in charge

Persons in charge of activities in pursuance of the contract, including acceptance procedures and exercise of the health and safety coordinator function (**if required more than one person could be indicated**):

- 1) on the part of the Customer: _____
- 2) on the part of the Contractor: _____

Customer:

Contractor:

Appendices:

1. Schedule of works and expenditures (**delete if not applicable**);
2. Note;
3. Offer;

4. Insurance policy;
5. Customer's General Terms and Conditions of Contracts - Construction Works, Reconditioning, Services – version 10.05.2024;
6. Other attachments (**to be listed if required/delete if not applicable**)
 - a) [
 - b) [