

**GENERAL TERMS AND CONDITIONS OF CONTRACTS**  
**- PURCHASES & SUPPLIES, CONTRACT WORKS**  
**FOR PFEIFER & LANGEN COMPANIES IN POLAND**  
**(10.05.2024)**

**§ 1 GENERAL PROVISIONS**

1. These General Terms and Conditions of Contracts apply to all contracts involving a purchase or supply of goods 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. 0000885921, 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. **Purchaser** – Pfeifer & Langen Polska S.A. or Pfeifer & Langen Marketing Sp z o.o. or Pfeifer & Langen Energia Sp. z o.o.; hereinafter referred to exclusively as the Purchaser;
  - b. **Seller / Supplier** – an undertaking which has entered into a Contract with the Purchaser and which hereinafter is referred to exclusively as the Seller;
  - c. **Supply / Sale / Contract Works** – as agreed between the parties: the fabrication and handover of, and/or the transfer of title to Goods by the Seller to the Purchaser at Purchaser's site or seat or at such other place as may be agreed by the parties;
  - d. **Goods / Object of Supply** – goods (*rzeczy*) supplied by the Seller whose description, specification, quantity and quality are as described in a Contract, and any required documentation and certificates, including safety certificates and Food Safety Management Systems certificates in Polish, or, in case of Goods having contact with food at any manufacturing stage – documentation required by applicable legal provisions for materials having contact with food;
  - 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 of sale or supply between the Seller and the Purchaser, specifying at the minimum the Goods, the price with payment terms and due dates, the terms, dates and place for handover of the Goods or assembly and launching (*rozruch*); if no such express contract is executed, a Contract shall be constituted by a note from negotiations, if bidder has been selected as the Seller of Goods to the Purchaser, or by an Order - where there is no prompt refusal of acceptance by the Seller;
  - g. **Order** – an order for Goods placed by the Purchaser with the Seller in writing or by fax or electronic mail or as generated by the Purchaser in SAP or purchasing platform of the Purchaser, which Order shall at the minimum specify the Goods, the price with payment terms and due dates, and the terms, dates and place for handover of the Goods;
  - h. **Manual** – Purchaser'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 purchases/supplies of Goods for the Purchaser. 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 Seller. By making an offer/bid and commencing negotiations, the Seller 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 Purchaser posting a new version on the website [pfeifer-langen.pl](http://pfeifer-langen.pl) and the Parties shall be bound by the version which is current as at the date of entry into the Contract. The Seller undertakes to make sure that his employees as well as his sub-suppliers 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 in writing or in an Order generated by the Purchaser in SAP or purchasing platform of the Purchaser only, or else any such changes will be invalid.
5. All regulations having a nature of Seller's conditions or stipulations, if such do not relate to the description or scope of the Goods, its specifics or technical parameters, included in documents prepared by the Contract (in particular in offers), that are attached to the Contract (and constitute its integral part) or are a basis for an Order generated by the Purchaser in SAP or purchasing platform of the Purchaser, 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 Purchaser. To avoid any doubts it is hereby underlined, that any such conditions included in documents prepared by the Seller, 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. No binding force shall be attached to any agreements, warranties, promises, undertakings or Contract amendments made in any form by unauthorised employees of the Purchaser 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 apply only and independently to a particular Pfeifer & Langen company acting as the Purchaser. 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 Purchaser, 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 shall be through authorised representatives of the Seller and of the Purchaser. The parties exclude the application of Article 68<sup>2</sup> of the Civil Code (Purchaser's silence shall not amount to acceptance).
2. Where the Seller makes an offer to enter into a Contract, the Seller 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 Purchaser. A Contract is executed in accordance with the form submitted by the Purchaser, 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 Seller 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 Seller in Purchaser'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 Seller shall be obliged, regardless of providing of a changed offer or of an offer including reservations/exceptions, to provide the Purchaser 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 Purchaser 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 Purchaser provides the Seller with conceptual assumptions, conceptual project or estimate (or other similar one), the Seller is obliged to verify the provided documents or assumptions as to their fitness for the purpose of executing the Contract. In case it is needed for execution of the Contract, the Seller is obliged to inform the Purchaser 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 Purchaser prior to submitting an offer by the Seller) – as otherwise it shall be understood, that the Seller considers the assumptions to be correct and allowing to execute the Contract. 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 Seller, at his own risk and within the performance of the Contract and agreed price.
6. The Seller must make sure that documents and information relating to his business are up-to-date and must give the Purchaser a notice of any circumstance which materially affects the Seller's financial condition. The Seller shall be liable in damages to the Purchaser for failure to give the Purchaser a notice that the Seller does not have, or has lost, the status of a taxable person for VAT purposes, and in particular the Seller shall pay a contractual penalty corresponding to charges imposed on the Purchaser and the amount of VAT the Purchaser did not recover and of interest payable for that reason.
7. Conclusion of a Contract based on conditions agreed therein means, that the Seller does not see any obstacles as to the performance of the Contract within the contractual deadlines and for the price provided in the Contract, and while calculating the price and deadlines, the Seller, 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 Contract. The Seller 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 HANDOVER OF GOODS**

1. Goods shall be delivered by the Seller at his risk and cost at such date and place for delivery thereof to the Purchaser as indicated in the Contract or in the Order or as otherwise communicated to the Seller by an agreed method. Where so provided for in the Contract, the handover of the Goods shall include also the Seller's duty to carry out or supervise assembly activities and launching of the Goods or training on their operation.
2. Unless agreed otherwise each delivery shall be made on DAP terms as per INCOTERMS 2020 and on such date as indicated in the Contract.

3. Final acceptance includes the entire **delivery or assembly service of the Goods** (if agreed) within the performance of the Object of Supply, unless the Contract or the Order requires the Seller to perform launching and performance tests, as in such case the final acceptance includes completion of the launching procedure or performance tests with the Goods achieving the required parameters. Partial acceptance includes completed deliveries, assemblies, launches and performance tests, if such are provided in the schedule or the Contract.
4. The Seller shall inform the Purchaser about his readiness to proceed with the acceptance 5 days in advance. The Purchaser shall proceed with acceptance procedures within 10 days, or, in case of final acceptance – 14 days, calculated from the day the Seller informed the Purchaser about the readiness for acceptance in writing or through e-mail sent to the address of this authorised representative, which shall be considered as a starting point to calculate the above terms. On the basis of such information, the Purchaser will designate the date and time of the acceptance. If acceptance procedures reveal that the Goods are not ready for acceptance, this shall be acknowledged in the certificate and/or by raising objections with the Seller or by some other representation of the Purchaser. Acceptance includes also the acceptance of complete documentation, source codes etc., if the Seller is obliged to deliver such, or, if such have already been delivered, acceptance should be considered as confirmation of this fact.
5. It shall be the obligation of the Seller to gather and provide the authorised representative of the Purchaser with documents allowing proper assessment of assembly. Acceptance should be confirmed by an acceptance certificate prepared during the acceptance procedure in the presence of the Purchaser and the Seller. In case there are defects or objections of the Purchaser, the acceptance certificate should provide a shortest technically possible term for their removal. Term for removal of such defects or objections should not lead to postponement of contractual deadlines. All defects shall be removed at the expense of the Purchaser.
6. If for any reason, the Seller fails to remove defects or objections within the agreed time and the Purchaser requests the Seller in writing to remove the defects and the Seller fails to do so, the Purchaser shall have the right, and is authorised by the Seller, to engage a third party to remove the defects while the Seller shall be liable for the related costs notwithstanding any contractual penalties due to the Purchaser or any damages.
7. The Purchaser shall have the right to reject acceptance of the Object of Supply or its parts, if such are non-compliant with the technical documentation, state of the art and technology or conditions of the Contract.
8. After removal of defects or objections, the Seller shall inform the Purchaser in writing about the proposed acceptance date, at least 3 calendar days in advance.
9. Final acceptance is completed once the authorised representative of the Purchaser declared in the final acceptance certificate, that the Goods are accepted without significant objections.
10. Where applicable, a delivery of the Goods shall be accompanied by documentation in writing and on such carriers and in such quantities as indicated by the Purchaser in the Contract, in Polish and by warranty documents issued by the Seller or parts manufacturers, certificates of quality, safety or other which may be required by the Purchaser, software source codes. On delivery of software carriers or documentation, the Seller transfers to the Purchaser, for no additional remuneration beyond the price of the Goods under the Contract, copyrights and derivative rights in any works (as defined in copyright law) created when performing the Contract, including design documentation and any other materials developed by the Seller for a purpose defined in the Contract, with respect to all the defined uses (*polo eksploatacji*) indicated in Article 50 of the Copyright and Related Rights Act of 4 February 1994. The Seller further transfers to the Purchaser 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 Seller undertakes to the Purchaser 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 Purchaser to exercise those rights in the name of the Seller. The Seller, upon delivery of software media or documentation, within the scope of the contractual price grants the Purchaser 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 Purchaser on an exclusive basis.
11. The Goods must conform to quality requirements specified in the Contract and, where the Object of the Contract involves the sale/supply of machinery, must have the status of a completed machine.
12. An acceptance certificate without Purchaser's significant objections shall operate as an acknowledgment of due completion of the accepted stages or of the entire Object of the Contract and shall constitute grounds for the Seller to issue an invoice where the Contract or the law provides for issuing an invoice.
13. Significant objections shall be understood as objections indicating existence of significant defects of the Object of Supply. Significant defects shall be understood as defects preventing the use of the Goods 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 Goods, while the Seller is required to remove such within 14 days from the acceptance, i.e. signing of an acceptance certificate without Purchaser'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 PRICE**

1. The price of the Goods shall always be specified in the Contract and is the net amount, with VAT to be added to the price and/or accounted for in accordance with the applicable law.
2. Unless otherwise negotiated between the Parties, the agreed price includes packaging, loading and transport and, if applicable, also the fee for copyright transfer/license for each defined use of any copyright works. 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 Seller submits an 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 Purchaser's first demand and is valid for a time specified by the Purchaser in the Contract, however not shorter than the deadline for completion of the Contract plus 30 days and such guarantee has been accepted by the Purchaser. Advance payment shall be used by the Seller exclusively for purposes of covering the costs (particularly costs of the materials) necessary to commence the performance of the Contract and borne for that purpose. In case the Contract is fully performed prior to providing a bank or insurance guarantee, or in case such is not accepted by the Purchaser, the price originally intended as an advance payment will be paid after the completion of the Contract, based on the acceptance certificate signed by the Purchaser 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 Contract and based on a (final or partial) acceptance certificate signed by the Purchaser without significant objections, the Seller 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 Contract, the Seller's price shall be payable on completion of the Contract, on the basis of a final acceptance certificate without significant objections signed by the Purchaser to confirm due completion. Where the Contract is to be performed in stages with a partial payment defined for completion of each such stage, the Seller's price 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 Purchaser according to the progress of the works and the related partial payments.
5. Subject to § 7 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 Purchaser 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 Purchaser;
  - c. partial payments – in accordance with the Contract, after 30 days from:
    - i. delivery to the Purchaser 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 Purchaser;
    - ii. delivery to the Purchaser of acceptance certificates without significant objections signed by the Purchaser, in accordance with the progress of the works and the schedule or 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 Purchaser, upon Seller's request, allows the possibility to pay the price 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 Seller grants the Purchaser an early payment discount (*skonto*) in the amount of:
  - i. 2.8% of the Seller's net price – in case of payment within 2-14 dates from the invoice delivery date,
  - ii. 1.4% of the Seller's net price – in case of payment within 15-21 dates from the invoice delivery date,
  - iii. 0.7% of the Seller's net price – in case of payment within 22-29 dates from the invoice delivery date,

- and, additionally, provided, that following conditions are met (jointly):
- a. there is a prior approval of the Purchaser (Purchaser's Finance and Accounting Department – at least through an e-mail) regarding the possibility of an early payment of the price,
  - b. invoice of the Seller delivered to the Purchaser includes the amount of an early payment discount or the Seller 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 price 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 price 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 price 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 Seller's price, the decision of the Purchaser to allow an early payment discount applies only to this particular part of the price 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 Purchaser'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 Purchaser's earlier payment, a payment deadline as defined in the Contract or § 4 (5) T&C remains applicable and the Seller 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 Seller. Such values should still be calculated on the basis of fixed price 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 Purchaser 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 Seller 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 Purchaser must be sent only to the following addresses, as appropriate for the given Purchaser:
  - i. if for Pfeifer & Langen Polska S.A. - [faktury.polska@diamant.pl](mailto:faktury.polska@diamant.pl);
  - ii. if for Pfeifer & Langen Marketing Sp. z o.o. - [faktury.marketing@diamant.pl](mailto:faktury.marketing@diamant.pl);
  - iii. if for Pfeifer & Langen Energia Sp. z o.o. - [faktury.energia@diamant.pl](mailto:faktury.energia@diamant.pl).

Date of invoice receipt shall be the date included in the confirmation sent by the Purchaser to the Seller.

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 Purchaser's Finance and Accounting Department at the following address: ul. Fabryczna 2, 63-800 Gostyń. If, for reasons attributable to him, the Seller fails to fulfil or duly fulfil his obligations described in this paragraph, the Seller shall pay the Purchaser a contractual penalty corresponding to the amount of the VAT the Seller did not deduct. In addition, the Purchaser 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 Seller shall bear all the consequences of a situation where the Purchaser receives an invoice that does not comply with all the conditions provided in the T&C, which the Seller undertakes to comply with. If this duty is not fulfilled, and in particular if the contract/order reference is not included, the Purchaser 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 Seller's bank account whose number is indicated in the Contract. The Seller must give such bank account number which will be notified to the tax office with jurisdiction of Seller's tax compliance and which will be featured on the white list of non-exempt taxable persons, and shall give the Purchaser a written notice of any changes. If the Seller fails to do so, the Seller shall pay the Purchaser a contractual penalty corresponding to the amount transferred to a bank account given by the Seller which does not feature on the white list, without prejudice to the right to seek full compensation. If the Purchaser verifies Seller's bank account to reveal that the account or any other bank account recently given by the Seller is not featured on the white list, payment made into any of the Seller's bank accounts notified to the tax office shall constitute a discharge of Purchaser's obligation to pay the amount due to the Seller. A payment shall be deemed to be made on the date on which the transfer instruction is submitted to Purchaser's bank. The Seller acknowledges and accepts that the Purchaser will pay using the split payment mechanism. Such payment shall constitute a discharge of the Purchaser's obligation owed to the Seller.
11. In case the value of the Contactor's price, 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 Purchaser shall be understood as final arrangement and fulfillment of the conditions for correcting the value of the price.
12. Modification of a bank account number of the Seller does not require an amendment to the Contract and could be done through a written or electronic (as understood under art. 78<sup>1</sup> of the Polish Civil Code) declaration provided by the authorized representatives of the Seller, according to the Seller's rules of representation. Such amendment requires an explicit confirmation from the Purchaser (at least through e-mail correspondence). In case the above conditions are not met the Purchaser shall be allowed to provide payments to the previous bank account of the Seller, and, in case such account number is not featured on the white list or is inactive – to any bank account of the Seller notified to the tax office. Such payment shall constitute a discharge of the Purchaser's obligation owed to the Seller regardless of the bank account number indicated on the Seller's invoice.

#### § 5 DATE OF COMPLETION

Date of completion of the Contract shall be defined in the Contract. Final acceptance certificate should work as a date of completion of assembly/delivery of the Goods, confirming their proper execution, without significant objections of the Purchaser.

#### § 6 CONTRACTUAL PENALTIES

1. The Goods shall be ready for handover to the Purchaser, and other agreed actions shall be taken, at dates indicated in the Contract and in accordance with § 3 T&C.
2. In the event of a delay in performing a Contract (whether the whole or any stage thereof, including assembly, launching, or delivery of documentation, software, source codes etc.) or in removing a defect of the Goods, the Seller shall pay the Purchaser a contractual penalty of 0.5% of the net price of the Goods per each day of delay but in aggregate not more than 20% of the price of the Goods.
3. Notwithstanding any contractual penalty, where the delay exceeds 14 days, the Purchaser shall be entitled to rescind the Contract. In such case, the Seller shall additionally pay the Purchaser a contractual penalty of 10% of the price of the Goods. The right to rescind shall also apply in the event of Seller's improper fabrication of the Goods or failure to deliver any required documentation, software or source codes, and the previous sentence shall be applicable in full.
4. A contractual penalty of PLN 50,000.00 per employee for the hiring in any form of any employee of the Purchaser for performing a Contract.
5. A contractual penalty of PLN 10,000 (ten thousand zlotys) for each breach by the Seller or his employees or sub-suppliers' employees of any of the duties under §8(1)(10) 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.
6. The Seller shall pay the following contractual penalties to the Purchaser for the violations by Seller's employees/sub-suppliers of the following duties under §8(1)(10) T&C:
  - i. for failure to use individual protection measures, such as protective clothes, helmets, vests, footwear, hearing protectors, sight protectors, safety harnesses etc. – PLN 300 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 per breach per employee;
  - iii. for such conduct of Seller'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 for each training session provided by local plant's HSW officer;
  - iv. if Seller'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 per breach per employee;
  - v. if Seller'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 per breach per employee;
  - vi. if the Seller's employee brings or consumes food or beverages outside of the designated areas on the Purchaser'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.

The Seller shall not engage for any works under the Contract any employees who have been removed by the Purchaser for any of the violations described above in points iii. to vi., or else he shall pay the relevant contractual penalty as defined above

7. The Purchaser shall be entitled to seek damages in excess of any contractual penalties specified in these T&C and/or a Contract. The Purchaser may set off a contractual penalty against price due to the Seller.
8. The Seller shall be entitled to rescind the Contract in the event of a culpable payment delay (*zwlóka*) of more than 30 days. The Purchaser shall pay the Seller a contractual penalty for rescission due to Purchaser's fault equal to 10% of the price of the Goods.

#### § 7 WARRANTIES AND BONDS

1. The Seller grants the Purchaser a quality warranty for the Goods and the related works for a period of at least 24 months from the date of the final acceptance certificate without significant objections signed by Purchaser, or, in case the obligations of the Seller include launching – from the date of the final acceptance certificate without significant objections signed after the launching.
2. In case the Purchaser finds a defect of the Goods or its part, the Seller is obliged to remove such defect at his own expense within a term agreed in the Contract or in the Order, or, in case such is not agreed there, immediately after the defect notification by the Purchaser, while commencing servicing works within 24 hours from the notification of the defect and removing the defect within 7 days from the notification.
3. If for any reason, except force majeure, the Seller fails to remove such defects within the time agreed in the Contract, Order or according to sec. 2 above, then after the Purchaser requests the Seller in writing to remove the defects and the Seller fails to do so, the Purchaser shall have the right, and is authorised by the Seller, to engage a third party to remove the defects while the Seller shall be liable for the related costs notwithstanding any contractual penalties due to the Purchaser or any damages.
4. 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.
5. The warranty period for a repaired or replaced item shall reset and start anew as of the defect removal date.
6. 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 Seller shall pay the Purchaser 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 price of the Seller 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 Seller or, for partial payments: in case there is no advance payment – in the amount of 10% of each payment to be made to the Seller, on its due date; in case there is an advance payment – in the amount of 10% of each payment to be made to the Seller, 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 Seller 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 Contract 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 §7 (1) T&C or the statutory warranty period, whichever is longer, plus 30 days (security deposit).

If the Seller fails to pay the deposit amount on time as above, the Seller requires the Purchaser 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 Seller (other than advance payment) as to ensure that the sum total of the amounts withheld equals the full deposit amount.

7. 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. 6 above, which shall remain in effect for the period:
  - a) in case of good performance bond – not shorter than the final term of the Contract 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 §7 (1) T&C or the statutory warranty period, whichever is longer, plus 30 days (security deposit).
8. Draft of such guarantee requires a previous and clear approval of the Purchaser (at least through e-mail correspondence), or else the guarantee will not be accepted and the deposit will not be refunded. The deposit amount will be refunded to the Seller within 21 days from delivery to the Purchaser of the original bank or insurance guarantee whose terms have been approved by the Purchaser. In case the Seller provided a bank or insurance guarantee for an amount lower than the security amount agreed in the Contract (part of the security), the Purchaser will refund the deposit only in the amount corresponding with the provided bank or insurance guarantee. In case the Seller 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 Object of Supply, the Seller shall be obliged to extend the validity of such bond accordingly, if, as a result of delay with performance of the Object of Supply, the initial validity period of the provided bank 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 Seller fails to provide a confirmation of extending such security, approved by the Purchaser – within 14 days from the final acceptance of the Object of Supply, then the Seller shall be obliged to pay the Purchaser 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 Contract (supplementary deposit). The amount of supplementary deposit shall be payable on the due date of the payment to be made to the Seller after performance of the Contract.
9. In case of increase of the fixed price of the Seller, the Seller 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 price is retained. The adaptation of the security level should be implemented in the following way:
  - a) if the Seller provided a bank or insurance guarantee, then the Seller shall, within 14 days from modifying the amount of fixed price, provide a document confirming increase of the security level, approved by the Purchaser,
  - b) if the security exists as a deposit (or in case the Seller failed to provide a document as mentioned in sec. 9 let. a) above), then the Seller shall pay to the Purchaser the differential between the security level prior to the modification of the price 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 Seller after performance of the Contract.
10. Rules regarding the validity of the deposit and its return, as set out in sec. (6) - (9) above also apply to the supplementary deposit and the shortage deposit.
11. From the security of the contract performance, as set out in sec. (6) - (9), the Purchaser has the right to satisfy:
  - a) losses and costs incurred during and in connection with performance of the Contract (good performance bond), in particular costs of removing defects detected during acceptance procedures, contractual penalties imposed for non- or improper performance of the Contract or price paid to the subcontractors,
  - b) losses and costs incurred during and in connection with defects of Goods (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 Seller to remove defects according to contractual or statutory obligations, contractual penalties imposed on the Seller as well as any other liabilities of the Seller.
12. The obligation to provide a bond under § 7 (6) - (9) shall not apply to such obligations where the total deposit withheld from the price would not exceed PLN 5,000.00 in aggregate, i.e. where the price is not more than PLN 50,000.00, unless such obligation is provided for in the Contract/Order.

#### § 8 GOODS ASSEMBLY SERVICES

1. The Purchaser shall be required to provide the Seller with access to the assembly or launching site and to certify the fact of site delivery, to timely proceed with acceptance of completed works, and to timely pay the price.
2. It shall be a responsibility of the Seller to do whatever is conducive to proper achievement of the Object of the Supply and in particular:
  - 1) take custody of assembly or launching sites by executing relevant certificates. In case the Contracted Work constitutes a part of a bigger investment, the Seller is required to cooperate with other contractors performing works within the same investment area. Moreover, the Seller is obliged, if requested by the Purchaser – as long as it is possible without compromising the quality of the entire Object of Supply - to modify the order of the performed works within the Object of Supply 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 Object of Supply is objectively not possible, the Seller is obliged to provide the Purchaser within a 2 day term from the date of such request - with a written objection to modify the order of particular works within the Object of Supply, specifying the justification for such objection. Failure to comply with such request of the Contactor shall be deemed as circumstances for which the Seller bears responsibility, in particular if this leads to extension of the entire or parts of the Object of Supply or the investment. Change of order of the performed works within the Object of Supply, as provided in this point, does not require an amendment to the Contract or schedule of works;
  - 2) ensure that property at the site is protected, including especially against fire;
  - 3) execute and maintain all throughout the duration of the Contract the following contracts of insurance: insurance covering all risks in connection with achieving the Object of Supply with sum insured per occurrence of at least PLN 1,000,000.00 (one million 00/100 zloty) or at least half of the contractual price – whichever sum 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 sub-suppliers.
- 4) The scope of cover must be approved by the Purchaser. The Seller shall furnish to the Purchaser a copy of the policy and of a confirmation of premium payment.
- 5) keep the assembly or launching site tidy during the works and on completion of the works falling within the Object of Supply; having taken custody of the assembly or launching site by executing relevant certificate, the Seller shall assume the responsibilities of the site host and shall be responsible for property damage, death or personal injury at the launch or assembly site caused to his employees or sub-suppliers or to third parties; the Seller shall immediately notify the relevant authorised representative (HSE Coordinator) of the Purchaser of any damage or injury discovered at the assembly or launch site, including damage caused by a third party;
- 6) the Seller shall assume the environmental responsibilities and costs relating to the assembly or launch site, including the costs to remove packaging, waste and sewage generated in connection with work on the Object of Supply. The Seller shall be responsible for environmental and waste management compliance 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 works falling within the Object of the Contract shall be property of the Seller who is required to transfer it to authorised waste collection firms;
- 6) report readiness for acceptance procedures to the Purchaser within Contract timeframes;
  - 7) to perform all assembly or launching works of the Object of Supply in accordance with fire protection and HSW regulations;
  - 8) ensure that all Seller's employees who work within the Object of Supply:
    - 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;
  - 9) the Seller shall do any such additional work associated with the Object of Supply, which the Purchaser may deem necessary. In consideration for additional work, the Seller will be entitled to price specified in the relevant amendment to the Contract and the additional work shall be settled in accordance with the as-billed priced bill of quantities, which the Seller shall issue on the basis of a quantity survey of the works, approved by Purchaser's representative;
  - 10) the Seller shall require his employees (or sub-suppliers 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 Purchaser's internal site regulations in accordance with the terms of the Manual;
  - 11) the Seller must take reasonable measures to protect the environment (whether in or outside Purchaser's facility) and reduce hazards and nuisance to people or property arising from pollution, noise or other effects of his actions. The Seller shall not permit the use of any dangerous or noxious materials.
  - 12) the Seller shall provide the Purchaser with any operating instructions, operation and maintenance documentation (DTR), safety certificates, technical approvals, test reports, attestations, type approvals, source codes etc.
  - 13) Considering the need to ensure the safety of people and property in Purchaser's facilities, the Seller shall ensure that none of his employees enters or remains in Purchaser'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 Seller's employees entering or remaining in Purchaser's facilities and this is reported to the Seller, the Seller 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 for working in Purchaser's facilities. The Purchaser is entitled to administer preventive or random sobriety tests to persons entering or remaining on the premises. The Seller must notify this to his employees/sub-suppliers and ensure compliance with sobriety control and maintenance duties. The foregoing shall not affect Seller's duties associated with performing the Contract, including without limitation the duty to ensure timely and due completion of work falling within the Object of the Contract, unless the Seller unquestionably proves that Purchaser's suspicion as to the level of the given person's sobriety or intoxication turned out to be groundless.

#### § 9 SUB-SUPPLIERS

1. The Seller undertakes to complete the work falling within the Object of Supply personally / using his employees.
2. Engaging a third party (sub-supplier) with performance of specific parts or the entire Object of Supply requires approval of the Purchaser. The Purchaser's approval might be subject to prior verification of the sub-supplier. In particular the Purchaser might raise an objection, if the Purchaser requires (for purposes of standardization of applied solutions), that particular works or parts of it within the Object of Supply could only be subcontracted to specific third parties.
3. The fact that the Seller has engaged any third party to perform part of the Object of Supply shall not lead to any increase in the Seller's price for completion of the Contract.
4. Where the Seller relies on sub-suppliers, he must use only professional entities and shall be fully responsible on a strict liability basis for the acts of any entities used as sub-suppliers, as for his own actions or omissions

#### § 10 RESCISSION OF CONTRACT

1. Notwithstanding the statutory rescissions rights, the Purchaser may rescind the Contract:
  - a) without providing any additional period for removal of infringements or due performance of the obligations, if the Seller does not perform the Object of Supply or any stages thereof for reasons attributable to him, i.e. fails to commence performance of the Contract despite having entered into a Contract, stops performing the works without a valid cause or the delay with performance of any part of the Contract exceeds 21 days;
  - b) the Seller's performance of the Contract is defective or in breach of design documentation, Contract or technical requirements, or the Seller breaches the Contract or does not respond to instructions from the Purchaser to adjust and revise his performance within the time scheduled provided by the Purchaser.
2. The Seller 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 Purchaser rescinds the Contract for reasons provided in this § 10 T&C, the Purchaser shall have the right, and is authorised by the Seller, to engage a third party to remove the defects or objections, while the Seller shall be liable for the related costs, notwithstanding any contractual penalties due to the Purchaser or any damages.
6. The Purchaser at his discretion shall have the right to rescind the Contract only in part, if he considers the already performed Object of Supply 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 Purchaser shall in such case have the right to retain the already performed parts of the Object of Supply, while being obliged to pay price for such Goods – in as far as the Object of Supply has already been performed and accepted until the day of declaration on rescission of the Contract. The Purchaser shall, however, be entitled to request an adequate reduction of the price – in relation, in which the already performed Object of Supply presents a lower usability than it would have in case the Contract was fully performed. Regarding the part of the Object of Supply which is not subject to a rescission, the Purchaser will be obliged to remove defects and objections of the Object of Supply 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 Object of Supply in accordance with the Contract.

#### § 11 SPECIAL PROVISIONS ON THE PURCHASE OF PACKAGING (FOR PRE-PACKAGING OR COLLECTIVE PACKAGING OF SUGAR)

1. The Seller shall provide the Purchaser with data on packaging delivered by the Seller, i.e. technical specifications of the paper and other materials used in the manufacture of packaging for goods produced and/or sold by the Purchaser.
2. The Seller shall submit the following documents to the Purchaser before the first delivery, or else the Contract may be rescinded and/or Order acceptance refused due to Seller's fault:
  - a) an attestation authorising the packaging to come into contact with food,
  - b) a representation that the law and the good manufacturing practice are complied with during the production of food packaging,
  - c) a representation on REACH compliance,
  - d) a representation on environmental compliance, e.g. in relation to recyclability, reusability, biodegradability, disposal method,
  - e) a declaration of conformity with EU and Polish laws applicable to packaging intended to come into contact directly with food.
3. In each delivery the Seller shall include an attestation with quality specifications of the delivered packaging.
4. If the Purchaser discovers any quantity or quality issues with any packaging that has been delivered, the Purchaser shall raise a complaint within a maximum of 14 business days from such discovery. Seller's failure to respond to the complaint within 14 business days from its submission shall be treated as Seller's agreement with the complaint. The Seller shall at its own cost take the defective batch of packaging and issue a correcting invoice for the defective or missing quantity of goods in the delivery, without prejudice to any further-reaching damages claims the Purchaser may have in respect of his loss.
5. If it is found that the quality of any packaging is substandard in terms of hygienic requirements (e.g. presence of foreign bodies, hair, insects etc.) or that any declarations or duties arising from the representations referred to in §11 (2) T&C have not been fulfilled, no payment shall be due for the questioned packaging while the Seller shall be required to:
  - a) pay the cost of recalling the questioned packaging from Purchaser's sugar plants and Purchasers;
  - b) pay the purchase cost of third party products used to replace the questioned packaging, equal to the difference between the cost incurred and the price under the given Contract or Order;
  - c) indemnify the Purchaser for any expenses or losses incurred by him in connection with Seller's failure to comply with the requirements contained in his representations under § 11 (2) T&C;
  - d) refund the price paid by the Purchaser, no later than within the time indicated in Purchaser's notice.

The Purchaser is entitled, and the Seller hereby authorises the Purchaser, to rescind the contract with respect to such questioned packaging and to deduct said expenses or losses or the packaging price paid by the Purchaser from any outstanding amounts due to the Seller.

6. An Order shall be fulfilled within a maximum of 7 days from submission.
7. The Goods shall be delivered on pallets and duly secured and labelled, with the label to contain such barcoded information as the Purchaser may specify.
8. Appendices to the Contract or Order, which are incorporated therein, shall set out the basic quality specifications of the goods, the prices per class of goods according to due dates, the treatment of exchange differences and the delivery terms. Any changes to such appendices must be in writing to be valid.

#### § 12 INSURANCE

1. The Seller 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 § 8 (2) pt. 3) T&C. Subject to the specifics or scope of the Contract the Purchaser may require additional insurance, beyond the one mentioned above.
2. The Seller shall at the latest within 2 days from signing of the Contract and at any request of the Purchaser, present the policies of insurance and submit to the Purchaser their copies with terms and conditions of insurance as well as the confirmation of payment of the insurance contribution.
3. The Seller 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 Purchaser.
4. Considering sub-para 3, the Seller shall give the Purchaser a prompt notice of any changes made by the insurer to any material terms and conditions of insurance.
5. If the Seller fails to have insurance cover as required by the Contract, the Purchaser may:
  - a) rescind the Contract, without providing any additional term for the Seller to execute the relevant contracts of insurance, through a declaration of the Purchaser regarding rescission of the Contract provided within 60 days from the day since the Purchaser learned about the lack of such insurance,
  - b) conclude the relevant contracts of insurance (and is authorised by the Seller to do so) at Seller's cost and risk. Such costs will be deducted from the price due to the Seller, without the need to provide any additional declarations, on the due date of invoices of the Seller, which fall at the earliest following coverage of such cost by the Purchaser.

#### § 13 CONFIDENTIALITY

1. The Seller must maintain the secrecy of, and must not disclose, any confidential information relating to the Purchaser 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 Seller declares that he shall impose that obligation on his employees, sub-suppliers and others acting in his name or on his behalf.
2. The Purchaser must maintain the secrecy of, and must not disclose, any confidential information relating to the Seller 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 Purchaser declares that he shall impose that obligation on his employees.
3. The above obligations shall bind the Seller all throughout the duration of the Contract and for another 5 years from the date of completion of the Contract (signature of final acceptance certificate) or its termination.
4. Confidential information is also the fact of commencement of cooperation between the Purchaser and the Seller.
5. In case the Purchaser and the Seller entered into a separate non-disclosure agreement regarding the same scope as the Contracted Work, such agreement shall have precedence over regulations of this § 13 T&C.

#### § 14 COMPLIANCE AND PERSONAL DATA

1. The Seller acknowledges that the Purchaser requires that all actions taken by the Seller shall be in line with applicable provisions of law, standards and customs of ethical behaviour as well as compliance policies applied by the Purchaser and undertakes to act in accordance with the abovementioned requirements.
2. In particular, the Seller 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 Seller are obliged to comply with the Seller's obligations under § 14 hereof.
3. By entering into the Contract the Seller confirms that he has read the current wording of the compliance policies applied by the Purchaser, which are available on the webpage <https://www.pfeifer-langen.pl/firma/compliance/> and accepts them in their entirety.
4. The Seller is obliged to immediately notify the Purchaser about any cases of behaviour by persons acting on behalf of the Purchaser contrary to the applicable compliance policies of the Purchaser. For this purpose the Contract may use reporting channels provided by the Purchaser and available on the webpage <https://www.pfeifer-langen.pl/firma/compliance/>.
5. The Seller is obliged to immediately notify the Purchaser about any events which are identified in the Seller's activities, that are in contradiction with compliance policies applied by the Purchaser. In such case the Seller is obliged to provide the Purchaser with a written explanation with regard to the event that took place, along with an indication of the remedial measures taken.
6. Should the Purchaser find that the provisions of § 14 hereof have been breached, the Purchaser is entitled to:
  - a) in the case of minor infringements - terminate the Contract with the Seller, provided the Seller has been requested to remove the breaches within the time period indicated by the Purchaser (not longer than 14 days),
  - b) in the case of major infringements or infringements which cannot be removed - terminate the Contract with the Seller with immediate effect,
  - c) if the Contract is to be terminated under point a) or b) above - require the Seller 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 §14 hereof do not prevent the Seller from applying its own policies and compliance procedures, which in such case may be auxiliary or supplementary towards the Seller's requirements arising from these T&C.
8. The Seller is obliged to immediately inform the Purchaser in the event that the Seller, any of the persons included in the managing bodies of the Seller or the Seller'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 Seller shall refrain from any cooperation with the entities and persons subject to the sanctions referred to in the preceding sentence. Notwithstanding the Purchaser's rights under generally applicable law, the Purchaser 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 Purchaser 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 Purchaser for purposes of Contract performance by the Seller is available on the webpage <https://www.pfeifer-langen.pl/firma/compliance/>. Employees of the Seller, who participate in the cooperation with the Purchaser, shall be informed by the Seller about the content of this information.

#### § 15 FINAL PROVISIONS

1. The Purchaser shall have the right to set off amounts due to him from the Seller against any amounts payable by the Purchaser to the Seller as a payment of price for completing the Contract, 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 Seller may have against the Purchaser under a Contract requires prior consent of the Purchaser which must be given in writing to be valid. The Purchaser 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 Purchaser to exercise its set-off rights towards the Seller, including as allowed under § 7 (6) 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 Purchaser and the Seller 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 Seller's address as set out in the introductory part of the contract shall be deemed to be served on the Seller 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 Purchaser shall regarding the Contract shall be delivered to the address of the registered seat of the Purchaser.
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 Purchaser's registered office.
7. Where these T&C or a Contract are executed in any other language versions, the Polish version shall prevail.

- Appendix:  
1) 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 **Purchaser**, 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 **Seller**

This Contract is entered into pursuant to:

1. the Purchaser's General Terms and Conditions of Contracts - Purchases & Supplies, Contract Works ("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 Object of Supply

1. Object of Supply is (description of the Goods): [\_\_\_\_\_]

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

2. Object of Supply includes also, within price specified in § 2 sec. 1 of the Contract (**delete if not applicable**):
  - a) transfer, on terms specified in T&C, by the Seller to the Purchaser of copyrights in design documentation (indicated in § 1 sec. 2 c) below and other materials delivered as part of performance of the Object of Supply, 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 Object of Supply, on terms specified in T&C;
  - c) preparation and hand-over to the Purchaser 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 Purchaser for purposes of performance of the Object of Supply by the Seller: \_\_\_\_\_ (**if applicable, otherwise delete**).
5. Completion deadlines for Object of Supply:
  - 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 Seller has been informed and acknowledges, that the planned date of commencement of the beet campaign in Purchaser's Plant – Sugar Factory \_\_\_\_\_, is \_\_\_\_\_. Performance of the Contracted Work in accordance with contractual deadlines is therefore crucial for the Seller to commence the beet campaign on the above date.]

6. The Seller declares, that the Object of Supply does not include performance of any construction works.

### § 2 Seller's price

1. The net final price of the Seller shall amount to PLN \_\_\_\_\_ (in words: \_\_\_\_\_) and includes also the scope of the Object of Supply indicated in § 1 sec. 2 of the Contract and any other costs of the Seller. VAT shall be added to that amount and/or accounted for in accordance with the law.
2. The price 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 Seller's bank account [\_\_\_\_\_], subject to § 4 (10) T&C.
  5. The Purchaser declares, that as of the date of the Contract, he accepts receiving Seller's invoices issued as PDF files and the Seller accepts such declaration. Invoices of the Seller 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 Seller'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 Purchaser'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 Purchaser.

### § 4 Contract security, penalties

1. Security in the amount of [\_\_\_\_\_] in force pursuant to T&C.
2. Security deposit payable as follows: as per § 7 T&C/other \_\_\_\_\_ (**fill in if applicable, delete otherwise**).
3. Seller 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

Seller has liability insurance in respect of his business with the guaranteed sum as indicated in the insurance policy of the Seller (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 Purchaser:
  - [\_\_\_\_\_];
- 2) on the part of the Seller:
  - [\_\_\_\_\_];

Purchaser:

Seller:

Appendices:

1. Schedule of works and expenditures (**delete if not applicable**);
2. Note;
3. Offer;
4. Insurance policy;
5. Purchaser's General Terms and Conditions of Contracts - Purchases & Supplies, Contract Works – version 10.05.2024;
6. Other attachments (**to be listed if required/delete if not applicable**)
  - a) [\_\_\_\_\_]
  - b) [\_\_\_\_\_]