General terms and conditions of purchases and orders

for companies of PCC Group

dated 12.08.2026

Local. Global. Integrated.

I. General provisions

1.1 The General Terms and Conditions for companies of PCC Group ("General Terms and Conditions") shall apply to the purchases and orders made by each of the companies of the PCC Group (hereinafter referred to as **"Ordering Party"**)and the provision of related services. General Terms and Conditions are available at: http://files.pcc.pl/owz/en.
General Terms and Conditions shall not apply to purchases and orders of raw materials, i.e. any substances purchased to use them in the production processes of the Ordering Party or to further resell them by the Ordering Party; the purchase of which is regulated separately by the General Terms and Conditions For Purchase of Raw Materials available at: https://files.pcc.pl/en/OWZS.

1.2 Provisions deviating from the General Terms and Conditions, in particular those contained in the general terms and conditions or standard contract templates of the Supplier (the "Supplier "), shall not be binding upon the Ordering Party, unless the Ordering Party confirms them in writing, otherwise null and void. In the event of a conflict between the standard contract templates of the Parties, only these General Terms and Conditions shall apply. Acceptance of delivery, making payment, or any other factual actions of the Ordering Party shall not constitute acceptance of the Supplier's deviating terms and conditions. Whenever orders are referred to in the General Terms and Conditions, they shall be understood as an agreement concluded on the basis of applicable legal regulations, in particular the Civil Code.

1.3 Whenever goods are referred to in the General Terms and Conditions, they shall be understood as machines, equipment, tools, spare parts, materials or any other items not listed earlier, which are the sole subject of the order or an element thereof. The General Terms and Conditions apply accordingly to orders for the performance of works or services.

1.4 The Supplier guarantees that the subject of the order shall be completed by the date specified in the order.

1.5 If the sole subject of the order is delivery or purchase of goods, the order shall be considered to be fulfilled upon the Ordering Party's receipt of the complete goods that is the subject of such order and all the documents listed in clause 2.1, 2.2 and specified in the order, at a place defined by the Ordering Party. In other cases, the date of delivery of the order shall be considered the date, when the authorised representatives of both parties sign a report on the final receipt of the subject of the order and all documents listed in clause 2.1 and 2.2 and specified in the order will be provided. However, when the order includes the preparation of design documentation, the final acceptance protocol of the subject of the order must also be signed by the Technical Director of the Ordering Party.

1.6 If the sole subject of the order is delivery or purchase of goods, the delivery of the goods shall be made to the warehouses of the Ordering Party, as indicated in the specific items of the order, unless the content of the order provides otherwise. The warehouses of the Ordering Party are open on working days, Monday to Friday, from 7.00 a.m. to 2.00 p.m. for the goods, which do not require the customs clearance. If the goods requires customs clearance, it should be delivered by 10.00 a.m.

1.7 Any conditions applicable to the order shall always refer to INCOTERMS 2020. Unless the order provides otherwise, the deliveries shall be carried out according to the following rules:

a) if the organization of the transport is the responsibility of the Supplier: - INCOTERMS 2020: DDP

b) if the organization of the transport is the responsibility of the Ordering Party: - INCOTERMS 2020: FCA.

1.8 In the event of improper or untimely performance of all or part of the order, including delays in commencing work or suspension of work without just cause for a period longer than 3 days, the Ordering Party may take action at the Supplier's expense and risk to remedy the improper performance or delay, including commissioning a third party to perform all or part of the order, after an additional period of at least 7 days, set by the Ordering Party electronically or in writing, for remedying the improper performance, delays, and commencing or resuming work, has expired. The Ordering Party's exercise of this right does not release the Supplier from any obligations specified in the order.

1.9 The Ordering Party shall have the right to withdraw from the order if the Supplier fails to proceed on with the agreement performance within 7 days from the date of the order, is delayed in the performance of the order or it is unlikely that it will fulfill the order on time or if the Supplier improperly performs its contractual obligations and despite the request, within 7 days from the date of its receipt, does not cease the above activities and will not lead to a compliance with the order. Withdrawal from the order in such cases may take place within 45 days from the last day of the deadline specified in the request to remedy the breach.

1.10 Any benefits, charges and risks, including the risk of loss and damage of the subject of the order, and the risk of damage caused by the subject of the order, shall be transferred to the Ordering Party not earlier than on the date of receipt. If the subject of the order comprises hazardous materials, the title to the materials shall be transferred to the Ordering Party not earlier than upon the receipt thereof, as confirmed by relevant acceptance report signed by the Ordering Party.

II. Required documents

2.1 If the subject of the order is, inter alia, delivery or purchase of the goods, the following documents should be delivered with the goods(irrespective of the documents used for the settlement and payment between the parties): complete technical documentation necessary for the proper installation of the goods at the place of use and for the proper start-up, operation, and maintenance, including, inter alia, the construction and installation drawings with the necessary details concerning the mechanical, control and measurement, and electrical part, etc., material quality certificates, certificates of analyses, goods quality, tests, approvals and declarations of conformity, as required by the Polish and EU law, technical and operational documentation, operation and maintenance manuals, and instructions for the proper storage of goods.

2.2 In the case the goods are delivered from outside the European Union, the Supplier is obliged to deliver with the goods also a document allowing the application of preferential or reduced customs duties.

2.3 The Supplier is obliged to have and maintain in force, for the entire duration of the order and a guarantee, a civil liability insurance policy related to the activity performed and the product manufacture (if applicable) for the guarantee amount indicated by the Ordering Party, including personal and property damage and consequential damages in the form of lost profits. The insurance should include tort and contractual liability, civil liability for sudden and unexpected environmental contamination (if applicable) and civil liability for damages caused by subcontractors, if any activities within the order are performed by the subcontractors. A copy of the liability policy or documents exhaustively confirming the terms and conditions of the liability policy should be submitted to the Ordering Party at its request.

III. Invoices and declarations regarding income and excise tax

3.1 In the case of the orders including delivery or purchase of the goods, the basis for issuing an invoice by the Supplier is the fulfillment of the conditions referred to in clause 1.5, first sentence. For orders, the subject of which are items other than only delivery or purchase, such as e.g. installation, start-up, the basis to issue the invoice is fulfillment of the conditions referred to in clause 1.5, second sentence and submission, if applies, a written original declaration of subcontractors that there are no unsettled payments for works subcontracted by the Supplier.

3.2 The Ordering Party shall be entitled to withhold payments to the Supplier if, in respect of transactions subject to Polish VAT and at the time of payment, the Supplier's account does not appear on the so-called "white list of VAT payers", in the case of making the payment of sec. 3.4 below, the last sentence is used accordingly.

3.3 The Supplier represents and warrants that it shall issue invoices, including corrective invoices, exclusively in a structured form, in compliance with the provisions of the Polish Act on Value Added Tax applicable as of the date of issuance, and shall transmit such invoices through the National e-Invoicing System (Krajowy System e-Faktur – **"KSeF"**), subject to statutory exceptions applicable in emergency procedures. The Supplier shall transmit any attachments to invoices electronically to the e-mail address specified in the relevant order. The Supplier undertakes to quote the invoice number assigned in the KSeF system in all correspondence relating to settlements. In addition, the Supplier undertakes to state the Ordering Party's order number in the body of the invoice. Where the Supplier is not subject to the obligation to issue invoices through KSeF or where issuance of a structured invoice (including a corrective invoice) through KSeF is not possible, the Ordering Party hereby consents to the Supplier transmitting the invoice or offline invoice (including any corrective invoice), bearing a QR code in accordance with the KSeF regulations, to the e-mail address specified in the order. For the date of issuance of a structured invoice (including a corrective invoice) shall be deemed to be the date on which such invoice is submitted by the Supplier to KSeF, and, in the case of invoices referred to in Article 106nda(1) of the Polish Act on Value Added Tax or invoices issued during a period of KSeF failure or unavailability, the date of issuance indicated on the invoice.

3.4 Documents required by the General Terms and Conditions or the order to make the payment of a given VAT invoice, including documents, the lack of which entitles the Ordering Party to withhold payments to the Supplier, should be delivered no later than 7 days before the date of payment of the Supplier's/Contractor's invoice, unless detailed the provisions of the General Terms and Conditions or the order explicitly specify other dates of their delivery. If the Supplier does not provide all the documents required by the provisions of the General Terms and Conditions or the order for payment of a given VAT invoice (in general or within the time limits specified in the provisions of the General Terms and Conditions or the order), including documents, the lack of which entitles the Ordering Party to withhold payments to the Supplier / For the Contractor, the date of payment of the VAT invoice is automatically extended by 7 days from the moment of receipt and verification by the Ordering Party (within a reasonably justified period) of the last of all required documents.

3.5 If the subject of the order is not completed in accordance with the conditions set out in the order or the General Terms and Conditions, the Ordering Party has the right to deem the invoice unjustified, withhold the payment and extend the payment deadline until the subject of the order is fully and correctly performed or set-off its claims against the Supplier arising from non-performance or improper performance of the subject of the order, failure to remove defects and faults, including claims for contractual penalties, against the amounts due to the Supplier. The Ordering Party shall be entitled effect such set-off prior to the expiry of the payment deadline, by way of a unilateral declaration of intent (oświadczenie woli). The exercise of the right of set-off shall not exclude or limit the Ordering Party's right to enforce contractual penalties.

3.6 The Supplier, by commencing the performance of the order and by not submitting to the Ordering Party a declaration of a content different than that contained in this clause, declares that it is not carrying out and does not plan to carry out financial settlements in any form with an entity having its place of residence or place of management in a country or on a territory applying harmful tax competition[1] or, if such a statement cannot be made due to settlements being carried out or planned to be carried out, the Supplier declares that in relation to the remuneration due from the Ordering Party for completing the order, an entity having its place of residence or place of management in a country or on a territory applying harmful tax competition is not a beneficial owner of the remuneration as the Contractor is a beneficial owner thereof. The concept of a beneficial owner should be understood in accordance with the OECD Model Tax Convention on Income and on Capital and the Commentaries thereon.

3.7 In case of any changes to abovementioned circumstances described in paragraph 3.6 resulting in declarations being no longer valid during the term of order fulfillment, as well as upon its completion and receiving the remuneration from the Ordering Party, the Supplier is obliged to immediately notify the Ordering Party.

3.8 In the event when remuneration due the Supplier is subject to withholding tax based on the provisions of the Corporate Income Tax Act, taking into account the provisions of applicable conventions on avoidance of double taxation (hereinafter "withholding tax"), the Ordering Party has the right to:

a) withhold the payment of the remuneration due to the Supplier until the Supplier delivers the original tax residence certificate, which will be valid on the invoice payment date and the abovementioned provisions of the General Terms shall apply providing for the automatic extension of the VAT invoice payment deadline by 7 days from the date of submission of a valid certificate;

b) deduct an amount equal to the value of the withholding tax due in Poland from the Supplier's remuneration - if the Supplier does not provide an original copy of the tax residence certificate or provides the tax residence certificate which is not current as at the moment of making payments or in the event when legal provisions do not permit application of the withholding tax rate other than the rate under local tax legislation;

c) deduct an amount equal to the value of the withholding tax due in Poland from the Supplier's remuneration – if the Supplier satisfied the condition of delivering tax residence certificate, and from the legal provisions, including the applicable convention on avoiding double taxation arises the right of the Ordering Party to charge withholding tax at a reduced rate.

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1 1) Andorra; 2) Anguilla; 3) Antigua and Barbuda; 4) Sint-Maarten, Curaçao; 5) Bahrain; 6) British Virgin Islands; 7) Cook Islands; 8) Dominica; 9) Grenada; 10) Sark; 11) Hongkong; 12) Liberia; 13) Macau; 14) Maldives; 15) Marshall Islands; 16) Mauritius; 17) Monaco; 18) Nauru; 19) Niue; 20) Panama; 21) Samoa; 22) Seychelles; 23) Saint Lucia; 24) Tonga; 25) United States Virgin Islands; 26) Vanuatu.

3.9 The Supplier is obliged to notify the Ordering Party in writing of each change of the place (address) of the registered office immediately after such change occurs. In the event of a change of the registered office, the Supplier with its registered office abroad shall deliver to the Ordering Party a new (current) original copy of the tax residence certificate.

3.10 The Supplier declares that all obligations in the field of excise duty in relation to the excise goods used under the cooperation are incumbent on the Supplier as a taxpayer, consuming entity or consuming business entity within the meaning of the provisions of the Excise Duty Act (i.e. Journal 2020, item 722, as amended), in particular:

a) the excise goods will not be delivered separately outside the scope of the agreed cooperation, i.e. beyond the service provided / delivery of the device to the Ordering Party (the device at the time of delivery to the Ordering Party will contain excise goods - e.g. liquids/oils/consumables that have been previously used by supplementing this device with them - in particular, these products will not be delivered in separate packages for selfsupplementing the device);

b) in the case of shipment of excise goods to the address of the Ordering Party, these goods will be received and collected directly by the Supplier, the Ordering Party is not entitled to receive and collect these goods;

c) will not be handed over to the Ordering Party as part of or after the end of the Cooperation as a separate product.

3.11 If the declaration turns out to be untrue, the Supplier shall be liable to the Ordering Party in terms of excise duty (in particular, the Ordering Party has the right to recourse to the Supplier, in the event of the Ordering Party being liable for breach of obligations under the Excise Duty Act).

3.12 The Supplier confirms that as part of the subject of the order liquid fuels referred to in the Regulation of the Minister of State Assets of 27 November 2019 on the detailed list of liquid fuels, the production, storage or transshipment, transmission or distribution, trade of which will not be provided, including foreign trade, requires a license and the import of which requires an entry in the register of importers. If the above-mentioned statement proves to be untrue, the Supplier shall be liable to the Ordering Party in this respect (in particular, the Ordering Party has the right to recourse to the Supplier in the event of the Ordering Party being liable for breach of obligations related to liquid fuels).

3.13 In the event that the subject of the order or any part thereof is a dual-use product (pursuant to Council Regulation (UE) 2021/821 of the European Parliament and of the Council of May 20, 2021 setting up Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual – use items (recast), as amended) or a product specified in The Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on their Destruction (polish Journal of Laws: 1999.63.703 the Supplier shall immediately inform the Ordering Party in writing about this fact, under pain of nullity. The Supplier / Contractor will also inform the Ordering Party about the classification of the product sold, which results from the above-mentioned regulation or convention.

3.14 In the event that the purchased goods are subject to the Act on the road transport monitoring system (hereinafter also referred to as: **"Transport Package"**), the implementation of the order sent by the Ordering Party is tantamount to the Supplier's declaration that as the supplier he is aware of his obligations under provisions of the Transport Package and undertakes to implement them to the extent that he is bound by the provisions of the Transport Package

IV. Subcontracting

4.1 The Supplier / Contractor may not entrust the performance of an order or its part to third parties, without the prior written consent of the Ordering Party, under pain of nullity, and may not entrust the performance of the subject of an order or its part to third parties providing audit services or members of a network of such entities in the meaning of Art. 2 point 14 of the Act of 11 May 2017 on statutory auditors, audit firms and public supervision or related entities (in the meaning of Art. 3 section 43 of the Accounting Act) (**"Related Parties"**) with such entities. The consent of the Ordering Party to the subcontractor shall not affect the scope of the Supplier / Contractor's liability for the performance of an order by third parties. The Supplier / Contractor is liable for the acts or omissions of its subcontractors as for its own acts or omissions.

4.2 The Supplier shall be fully liable for the damage caused by its subcontractors during the completion of the order.

4.3 If the Ordering Party makes payment directly to a subcontractor, the Ordering Party shall have the right to claim from the Supplier the full amount (recourse) paid by it for work performed by the subcontractors.

V. Quality, safety, environment

5.1 The Supplier guarantees that the subject of the order does not pose a hazard to safety, health and the environment.

5.2 All the components/parts used to make the subject of the order must have the quality certificates, permits, declarations of conformity (certificate, technical approval, material quality certificates) required by the applicable regulations and standards, and they must be new and fully operational.

5.3 The Supplier shall be liable for the quality of the goods delivered, the work/services performed and, if applicable, for the compliance of the performance with the design documentation, the recommendations of the technical and design author's supervision, with the applicable technical conditions for the performance of the work, including installation and construction work.

5.4 If the subject of the order is preparation of documentation or a design, the Supplier shall be fully liable for any errors in the documentation or the design, in particular those causing the necessity to perform any additional works. In particular, the Supplier shall be charged with the costs of performing these additional works, such costs calculated on the basis of their performance, increased by additional costs of 15% of the value of these works - as the cost of organizing the additional works directly by the Ordering Party.

5.5 The Ordering Party reserves the right to verify the received/completed subject of the order (in particular its quality and quantity), in particular for its compliance with the order, specification and/or the quality certificate of the Supplier.

5.6 If the subject of the order is only the delivery or purchase of goods, and the result of the verification (in particular the quality and quantity verification) of the goods as performed by the Ordering Party, shows any nonconformity of the goods with the order, specification or quality certificate of the Supplier, the Ordering Party shall inform the Supplier, within 30 days from the date of receipt of the goods (and in the case of latent defects - within 30 days from the discovery of the defect) of this fact by fax or e-mail or a letter sent by registered mail or courier.

5.7 The Supplier guarantees that the subject of the order shall be performed (including, if applicable, delivered/assembled/ installed) in accordance with the applicable Polish regulations, including OH&S and fire safety, and UDT/ PED/TDT/ATEX regulations and standards in force in the European Union.

5.8 If the subject of the order is, inter alia, or only, the work/services carried out on the premises of the Ordering Party:

a) The Supplier shall be liable for the safety of the work/services performed, and in particular for the safe conditions of driving and movement for the vehicles, employees and third parties present within the area of the works,/services in accordance with the regulations and procedures currently existing in this respect on Ordering Party's premises.

b) The Supplier, and any potential subcontractors, shall be obliged to read and understand the OH&S and firefighting regulations and procedures currently existing on the Ordering Party's premises, as available at: https://en.pcc.rokita.pl/safety-rules/ including the knowledge compendium: https://en.pcc.rokita.pl/safety-rules/health-and-safety/compendium-on-health-and-safety/ Before proceeding on with the work/services on PCC Site, the Supplier shall be obliged to enroll and send its employees and subcontractors and/or persons acting on behalf of the Supplier to the basic H&SE and fire-fighting induction training. These persons must undergo the workplace safety training. The enrolment should be submitted to the Ordering Party's representative indicated in the order.

c) The Supplier shall be obliged to keep proper order on Ordering Party's premises during the work/services performance.

5.9 The Supplier hereby warrants and guarantees that no applicable patents or other industrial property rights, copyrights and other related rights or know-how of third parties exist that could be infringed by the Ordering Party due to the use or disposal of the acquired subject of the order.

5.10 If applicable, the intellectual property rights to the subject of the order are specified in Appendix 1 to the order.

5.11 A producer of waste, which will be generated during works/services carried out on the premises of the Ordering Party in the scope of realization of the subject of the order is the Ordering Party, unless the conditions of the order state otherwise. The producer of waste arising from materials and substances used by the Supplier in the course of performed works/services and asbestos waste is always the Supplier. The Supplier, as the waste producer/holder, undertakes to fulfill all obligations incumbent on the waste producer/holder, arising from both the provisions of the Act of Waste dated 14th December 2012, including the obligations regarding producers of construction and demolition waste arising from Article 101a of the Waste Act, and the provisions of the Act of 13 September 1996 on Maintaining Cleanliness and Order in Municipalities. The Supplier undertakes to selectively pre-store all waste and to segregate construction and demolition waste in accordance with Article 101a of the Waste Act. The Supplier declares that, as the producer of construction and demolition waste, it bears full responsibility for the proper implementation of the obligations imposed on the producer of this waste, arising from Article 101a of the Waste Act.

5.12 Waste being the property of the Ordering Party, the Supplier shall be obliged to store it selectively in indicated place and then transport it to the place indicated by the Ordering Party on the premises of the Ordering Party. Waste transport may be performed by a waste producer or by an entity authorized to transport waste, which is confirmed by an entry in the Waste Database (BDO) system. Waste being the property of the Supplier, the Contractor shall be obliged to store selectively in a place indicated by the Ordering Party and then manage it at its own expense in accordance with the regulations in force in this respect. The Supplier shall obtain the Ordering Party's consent to collect such waste from the Ordering Party's premises. In order to give consent, it is necessary to indicate which waste will leave the Ordering Party's plant and where it will be managed together with administrative decisions confirming the legality of waste management activities of the entity to which the waste is planned to be transferred and the confirmation of issuing a waste transfer card for the transport company generated in the BDO system. The Supplier is obliged to present to the Ordering Party, within 3 days from the date

of transporting the waste from the Ordering Party's premises, a waste handover card generated in the BDO system, in which the entity conducting business activity in the field of waste management confirmed the acceptance of such waste. In the event of a failure to maintain order within the scope of the works/services being carried out or failure to present a waste transfer card on time, the Ordering Party shall have the right to withhold payment of remuneration for works/services performed under the order and extend the term of payment of remuneration until the area is cleaned up or the waste transfer card is presented, and this period shall not be treated as a delay in the fulfilment of cash benefits by the Ordering Party.

5.13 By accepting the order or concluding the agreement in any other form, the Supplier represents and warrantscompliance with the sanctions provisions available at https://files.pcc.pl/en/owz-sanction-provisions.

VI. Warranties

6.1 The Supplier shall provide the warranty on the subject of the order for the period set in the order. If the order does not indicate the duration of the warranty, it is deemed that the warranty is 2 years, and 5 years for real estate. The Supplier is obliged to indicate at the latest in the offer submitted to the Ordering Party all the requirements and / or obligations related to the subject of the order, including the terms of guarantee maintenance. In the absence of such information or its omission by the Supplier, it is considered non-binding, including not affecting the maintenance of the warranty, and the Supplier shall bear all responsibility and costs related to it.

6.2 The period of the Supplier's warranty shall start from the date of order completion as indicated in clause 1.5 above.

6.3 The Supplier warrants and guarantees that the subject of the order meets the requirements specified in the Ordering Party's order, is free from any defects which would reduce its value or usefulness with respect to the purpose arising from the order or the purpose of the subject of the order.

6.4 The Supplier warrants and guarantees that all elements/parts delivered to the Ordering Party in the course of the order performance are new, unused, manufactured in compliance with the latest technological progress achievements and meet the highest standards of quality, safety and environmental protection applicable to the goods and workmanship, unless the order requires otherwise. The Supplier further warrants and guarantees that the subject of the order shall be free from defects, including defects in materials, construction, legal defects, defects resulting from the quality of workmanship and other failures, and therefore shall allow to achieve the technical parameters specified by the manufacturer, as well as those arising from the technical documentation (if applicable) and its purpose.

6.5 The Supplier warrants and guarantees that no asbestos or other substances hazardous to the environment, health or safety shall be used to complete the order.

6.6 Under the warranty, the Ordering Party shall have the right, at its own discretion, to require repair of the defect or delivery of the subject of the order or a part thereof free from defects, or to require a reduction in or return of the purchase price, or to require a supplementary delivery or provision of other services.

6.7 If the Supplier fails to proceed on with the performance of its obligations arising from the warranty within 3 working days from the Ordering Party's notice about the defect/warranty claim (by fax, e-mail, registered letter or courier), and fails to perform them in the shortest time possible, the Ordering Party shall be authorized to exercise the warranty rights in place of the Supplier, at his expenses and risk, without the obligation to obtain the court's consent to do so, for which the Supplier agrees and the Ordering Party is entitled to charge a contractual penalty indicated in point 8.2. General Terms and Conditions.. In this situation, the Ordering Party shall not lose any warranty, provided, however, that the Ordering Party shall be obliged to inform the Supplier in advance about exercising warranty rights undertaken by the Ordering Party or ordering removal of defects by the third parties. Unless otherwise agreed, the Parties agree that the period for defect repair shall be 14 days from the date of defect notice.

6.8 If, in the course of performing its obligations under the warranty, the Supplier made essential changes to the subject of the order, or made a new subject of the order instead of the defective one, the warranty period shall run anew from the time of repair or performance of the new subject of the order. In other cases, the warranty period shall be extended by the time when the Ordering Party was unable to use the subject of the order due to the defect.

6.9 To the extent not provided for in these General Terms and Conditions, the provisions of the Polish Civil Code concerning the sales warranties shall apply, and other applicable legal regulations.

VII. Confidentiality

7.1 Any commercial and technical information obtained by the Supplier in connection with the order completion, the Supplier shall be obliged to treat as confidential, i.e. not to be disclosed to third parties without the prior written consent of the Ordering Party, such consent being required in writing under pain of nullity, or used for any purpose other than the performance of the order. The obligation of confidentiality shall survive the completion of the order. If the Supplier infringes the obligation of confidentiality, the Ordering Party reserves the right to withdraw from the order, by fault of the Supplier, within 3 months of receiving the information about the infringement. If it is necessary to provide the Supplier with data constituting the Ordering Party's business secret, the Ordering Party's internal regulations and provisions shall apply.

7.2 The Ordering Party or its parent company is subject to information obligations towards the capital market, which are regulated in Regulation (EU) No. 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC, as amended (hereinafter the **"MAR Regulation"**). If the Supplier is subject to information obligations arising from the MAR Regulation, the above provisions shall be understood as bilateral and mutually applicable to both parties.

7.3 Therefore, pursuant to the provisions of the aforementioned MAR Regulation:

7.3.1. The Ordering Party, if possible and justified in its assessment and in accordance with generally applicable laws, shall inform the other Party of its intention to publicly disclose information concerning this agreement, if it deems it to be confidential information within the meaning of the MAR Regulation,

7.3.2. Confidential information within the meaning of the MAR Regulation shall not be used or unlawfully disclosed by the other Party to the agreement and persons acting on its behalf. In the event of the use of confidential information or its unlawful disclosure, the sanctions provided for in the MAR Regulation shall apply.

VIII. Contractual penalties

8.1 The Supplier shall pay the Ordering Party a contractual penalty for withdrawal from the agreement, the conclusion of which was effected by the Supplier's acceptance of the order, by any of the parties for reasons attributable to the Supplier, as well as in the case of withdrawal from this agreement by the Supplier for reasons beyond the control of the Ordering Party - in the amount of 20% of the net value of the order.

8.2 If the performance of the order, its milestones/intermediate deadlines (if applicable) or removing reported defects and faults is delayed, the Supplier/ Contractor shall be obliged to pay the Ordering Party a contractual penalty of 0.5% of the net value of the order, for each day of delay commenced, not more than 20% of the net value of the order. The contractual penalty shall be paid at the first written request of the Ordering Party.

8.3 Each time the Supplier fails to comply with the Ordering Party's OH&S, fire-fighting, environmental protection and internal regulations on the premises of the Ordering Party's plant or on the PCC Site, the Ordering Party may impose a contractual penalty on the Supplier – in the amount of PLN 1000 (say: one thousand zlotys).

8.4 The Ordering Party may impose a contractual penalty in the amount of PLN 1,000 for the lack of current insurance, as referred to in clause 2.3 above. If such a state persists for more than 14 calendar days, the Ordering Party has the right to withdraw from the order due to the Supplier / Contractor's fault and to charge a contractual penalty in accordance with clause 8.1 above.

8.5 The amounts of contractual penalties and damages specified in the General Terms and Conditions or in the orders shall be due and payable in the amounts specified therein, regardless of the actual amount of loss or damage incurred. Where any such amount is required by mandatory provisions of law to be subject to value added tax (VAT), VAT shall be added at the applicable rate. In such case, the contractual penalties and damages shall be documented by a VAT invoice issued by the Ordering Party or set off against the remuneration due to the Supplier.

IX. Sobriety, narcotic drugs, smoking ban, theft

9.1 The Supplier undertakes to comply, on the premises belonging to the PCC Group in Brzeg Dolny (the "**PCC Premises**"), with the sobriety requirement, understood in particular as: a prohibition on bringing onto, transporting onto or consuming alcohol or substances having an effect similar to alcohol, in particular drugs or other intoxicating/psychoactive substances; and a prohibition on entering, driving onto or remaining on the PCC Premises under the influence of alcohol (0.00 mg in exhaled air or 0.00 per mille blood alcohol concentration) or substances having an effect similar to alcohol, in particular drugs or other intoxicating/psychoactive substances. Smoking is also prohibited, including in particular cigarettes, electronic cigarettes, cigars, cigarillos, tobacco, smoking tobacco products, herbal smoking products, pipes, water pipes and novel tobacco products, outside areas clearly designated for this purpose by the Ordering Party. The Supplier shall ensure that its personnel and other persons under its control comply with these rules.

9.2 For the purpose of ensuring the protection of life and health of employees or other persons, or the protection of property, the Ordering Party or a person authorized by it may conduct checks of compliance with the sobriety requirement referred to in clause 9.1 above. The principles for conducting tests for the presence of alcohol, drugs or other intoxicating/psychoactive substances in the body, including, inter alia, testing methods, manner and conditions, time and frequency, and types of devices used, are specified in the internal regulations applicable at the Ordering Party, which are made available on notice boards and in appropriate places before entering the Ordering Party's workplace, and are included in the compendium of knowledge referred to in clause 5.8(b) of the General Terms and Conditions.

9.3 In the event of a breach of the sobriety requirement referred to in clause 9.1 of the General Terms and Conditions by the Supplier, its personnel or other persons under its control, such persons shall not be permitted to work on the PCC Premises or shall be removed therefrom. The Supplier is obliged to immediately remove such persons from the work covered by the order and to ensure an absolute ban on their entry to the PCC Premises.

9.4 The Ordering Party has the right to charge a contractual penalty of PLN 20,000.00 (in words: twenty thousand zlotys) for each instance of a breach of the sobriety requirement referred to in clause 9.1 of the General Terms and Conditions, as well as for each instance of refusal to undergo a test or taking actions aimed at hindering or preventing the performance of such a test (e.g. destruction of measuring equipment) by the Supplier, its personnel or other persons under its control.

9.5 The Ordering Party has the right to charge a contractual penalty of PLN 20,000.00 (in words: twenty thousand zlotys) for each instance of violation, by the Supplier, its personnel or other persons under its control, of the smoking ban on the PCC Premises referred to in clause 9.1 of the General Terms and Conditions.

9.6 If the Supplier, its personnel or other persons under its control have committed or attempted to commit theft or misappropriation of property belonging to companies of the PCC Group on the PCC Premises, the Ordering Party has the right to charge a contractual penalty of PLN 20,000.00 (in words: twenty thousand zlotys) for each such instance. The Supplier is obliged to immediately remove such persons from the work covered by the order with immediate effect and to ensure an absolute ban on entry to the PCC Premises.

9.7 In the situations referred to in Chapter IX of the General Terms and Conditions, the Supplier is obliged to improve discipline among its employees and other persons under its control. If the situations referred to in Chapter IX of the General Terms and Conditions occur three times, the Ordering Party has the right to withdraw from the order with immediate effect due to the Contractor's fault, within 30 days from the date of discovery of the last violation.

9.8 The Supplier is obliged to inform its employees/subcontractors and/or other persons under its control about the obligations and prohibitions referred to in Chapter IX of the General Terms and Conditions and to oblige such persons to comply with them, as well as about the possibility to familiarize themselves with the internal regulations governing the conduct of checks on the PCC Premises for the presence of alcohol, drugs or other intoxicating/psychoactive substances. The Supplier guarantees compliance with these obligations and prohibitions by the above-mentioned persons. The Supplier also consents to the performance of the checks described in this clause with respect to its employees/subcontractors and/or other persons under its control.

X. Zasady zrównoważonego rozwoju

10.1 By receiving the order or concluding the agreement in any other form, the Supplier confirms that it has read the PCC Group's Sustainable Development Principles available at: https://pcc-exol.eu/en/sustainable-development-2/business-ethics/.

XI. REACH / PPWR

11.1 If the delivered goods or an element thereof is subject to the Regulation (EC) No. 1907/2006 of the European Parliament and of the Council (REACH) (as amended) and/or Regulation (EC) No 1272/2008 of the European Parliament and of the Council (as amended), the supplier shall confirm the fulfilment of all the requirements and obligations resulting from the above legal regulations. In particular, the Supplier shall confirm that the delivered goods or an element thereof has been registered in accordance with REACH and the registration covers the Ordering Party's applications.

11.2 If the subject of the order includes the supply of packaging, packaging materials or products supplied in packaging, the Supplier shall ensure that the Packaging complies and will continue to comply throughout the term of the Contract with the requirements of Regulation (EU) 2025/40 of the European Parliament and of the Council on packaging and packaging waste (**"PPWR"**), any delegated or implementing acts adopted pursuant thereto, and all other applicable legal requirements.

11.3 The Supplier shall provide the Ordering Party with all information, data, declarations and documentation required under the PPWR or any other applicable legal requirements, as well as any information and documentation necessary for the Ordering Party to fulfil its obligations under such legal requirements. Unless otherwise agreed by the parties, such information and documentation shall be provided prior to the first delivery of a given type or variant of the packaging. For subsequent deliveries, the Supplier shall not be required to resubmit such information and documentation, provided that they remain valid, relate to packaging with unchanged characteristics and enable the relevant packaging to be clearly identified.

11.4 The Supplier shall, without undue delay, notify the Ordering Party of any change that may affect the packaging's compliance with the PPWR or the information and documentation previously provided, and shall provide updated information and documentation prior to the first delivery of the packaging affected by such change.

11.5 The Ordering Party shall be entitled to request the submission or updating of the information and documentation referred to above, conduct audits of the packaging's compliance with the PPWR, and reject the packaging or suspend its use or payment until any identified non-compliance has been remedied.

11.6 The Supplier shall be liable for any damages, costs, administrative fines and third-party claims arising from a breach of the obligations set out in this clause, to the extent that such damages, costs, fines or claims result from circumstances attributable to the Supplier.

XII. Personal Data

12.1 The Ordering Party is the data controller for the personal data provided by the Supplier in connection with the conclusion and performance of the agreement, e.g. the contact persons and employees/co-workers.

12.2 By receiving the order confirmation or concluding the agreement in any other form, the Supplier confirms that it has read the GDPR information clause and the rules for the processing of personal data by the Seller available at: https://files.pcc.pl/en/owz-GDPR

XIII. Final provisions

13.1 In case of a gross violation/breach of the General Terms and Conditions by the Supplier and/or failure to observe the internal regulations of the PCC Group companies and other legal regulations, the Ordering Party may withdraw from the agreement, the conclusion of which was effected by the Supplier's acceptance of the order, by fault of the Supplier, within 3 months of receiving the information about the infringement, no later than 12 months from the breach.

13.2 The Ordering Party declares that it has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.

13.3 The Ordering Party shall not be liable for any failure to perform or improper performance of the agreement resulting from any circumstance or event beyond the Ordering Party's reasonable control, including, without limitation, failures or breakdowns (in particular of production, storage, transport, utility supply, wastewater treatment facilities or facilities for the treatment or disposal of other liquid, solid or gaseous pollutants), war (whether declared or undeclared), revolution, riots, civil commotion, acts of terrorism, sabotage, earthquakes, natural disasters, hurricanes, storms or other adverse weather conditions, pandemics, epidemics and related restrictions, acts of governmental or international authorities, disruptions in the supply of raw materials to the Ordering Party, or disruptions in the sale or distribution of the Ordering Party's related products. The exclusion of liability shall also apply where any of the above circumstances affect a supplier, subcontractor or service provider of the Ordering Party to such an extent that the performance of the Ordering Party's obligations becomes impossible or excessively burdensome. In such circumstances, the Ordering Party reserves the right to modify, suspend or cancel the order, in whole or in part. The Supplier shall not be entitled to any claims, including claims for damages, reimbursement of costs, loss of profit or any other compensation, arising out of or in connection with such modification, suspension or cancellation of the order.

13.4 The Ordering Party may at any time withdraw from the order paying the Supplier for the part of the order properly made and delivered to the Ordering Party until a declaration of withdrawal was submitted to the Supplier.

13.5 In the event of improper or delayed performance of the order by the Supplier, or refusal to remedy defects or faults, where under the General Terms and Conditions the Ordering Party is entitled to remedy such defects or faults in place of the Supplier or where the Supplier is required to bear the costs of such remedy, the Ordering Party shall have the right to:

i. require an appropriate reduction of the Supplier's/Contractor's remuneration by an amount equal to the net costs incurred by the Ordering Party, resulting in the Supplier's/Contractor's obligation to issue a corrective invoice; or

ii. remedy the consequences of the improper or delayed performance of the agreement or remove the defects or faults, acting on behalf of the Supplier pursuant to the authorization granted under the General Terms and Conditions, including procuring the necessary services or goods in its own name but for the account of the Supplier. Consequently, the Ordering Party may charge the Supplier with all costs incurred and issue to the Supplier one or more VAT invoices for net amounts equal to the costs incurred, increased by applicable VAT; or

iii. issue a VAT invoice to the Supplier for tolerating the situation consisting in the Supplier's/Contractor's delayed performance of its contractual obligations.

In the event that defects or faults are identified by the Ordering Party during the warranty period, item (ii) above shall apply accordingly.

13.6 In the case of a foreign Supplier, when the foreign Supplier is a new supplier or when his bank account is changed, the Supplier is obliged to submit to the Ordering Party a bank certificate confirming that he has a bank account or a bank opinion on which the new bank account number will be indicated, the Supplier/Contractor's declaration on the basis of which it will be possible to confirm the correctness of the bank account number from the invoice.

13.7 Polish law shall apply to the General Terms and Conditions. The application of the United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on 11 April 1980, and the Convention of 14 June 1974 on the Limitation Period in the International Sale of Goods, is excluded, regardless of whether the Supplier has its registered office in a CISG contracting state. The Parties undertake to attempt to resolve amicably any disputes arising out of or in connection with the order. In the event that amicable resolution of the dispute is not possible, any disputes arising out of or in connection with the order, including disputes relating to its conclusion, validity, performance, non-performance, termination or interpretation, shall be finally resolved by the Court of Arbitration at the Polish Chamber of Commerce (Sąd Arbitrażowy przy Krajowej Izbie Gospodarczej) in Warsaw, in accordance with its Rules in force on the date of commencement of the proceedings. If the amount in dispute does not exceed PLN 200,000, the dispute shall be resolved by a sole arbitrator. In all other cases, the dispute shall be resolved by a panel of three arbitrators. In matters of a technical nature, the arbitrators should have experience in the execution of construction investments, industrial installations or technical equipment. The seat of arbitration shall be Wrocław (Poland). The language of the arbitration proceedings shall be Polish or English - in accordance with the language in which the order was concluded.

13.8 The Supplier shall not be entitled to assign its rights and obligations arising from the agreement, the conclusion of which was effected by the Supplier’s acceptance of the order, to third parties without the prior written, otherwise null and void, consent of the Ordering Party.

13.9 The Ordering Party shall be entitled to claim damages in excess of the contractual penalties stipulated in the order or the General Terms and Conditions.

13.10 The Supplier may not transfer its rights and obligations under the order concluded with the Ordering Party to third parties without its written consent.

13.11 The Ordering Party shall be only liable for direct and actual losses of the Supplier (no liability for indirect damage and lost profits); however, any contractual and tort liability of the Ordering party to the fullest extent permitted by applicable law shall be limited to the net value of the order in question.