



GENERAL TERMS AND CONDITIONS OF PURCHASE BY H. CEGIELSKI-POZNAŃ S. A.

PAR. 1. GENERAL PROVISIONS

1. The General Terms and Conditions of Purchase (referred to in the text as the 'Terms') apply to orders (contracts), the subject of which is the provision of services, the execution of deliveries and the sale of materials for the benefit of H. Cegielski-Poznań S. A., referred to in the text as HCP, performed by an entity referred to in the text as the Contractual Partner, to whom the order was given.

2. The Terms constitute an attachment to inquiries and offer inquiries and apply to all orders and offer inquiries submitted by HCP, which refer to these.

3. The acceptance of an order or the submission of a commercial offer in response to an offer inquiry that refers to these Terms, or the commencement of execution of a subject of a contract covered by such an order or offer inquiry constitutes the full acceptance of the present Terms.

4. All divergences from the Terms require, under pain of nullity, a written confirmation by HCP.

5. If the conditions of the Terms would contradict the content of an order or an offer inquiry, then the content of the order or the offer inquiry prevails over the content of the Terms.

6. Should the Contractual Partner apply their own general contract conditions, they apply to contracts concluded by HCP on the basis of the present Terms only to the extent, in which they were accepted in writing by HCP, and only to the extent, in which they do not contradict the present Terms.

7. The content of the offer inquiry or order, along with the Terms, and any possible attachments, constitutes the entire agreement between HCP and the Contractual Partner. The offer and other offer documents, general commercial terms and other written statements by the Contractual Partner, as submitted by them, constitute a part of the contract only to the extent that the parties amicably decided this in writing. In case of contradictions in documentation, it is assumed that the order of priority is as follows: the order along with its technical documentation, the offer inquiry of HCP, the present Terms, the offer of the Contractual Partner. The submission of an offer inquiry by HCP does not give rise to any obligations. An offer submitted in response to an offer inquiry requires written approval by HCP.

8. The Contractual Partner, commencing the execution of an order, confirms that they have studied and that they know the content of all documents applicable to the execution of the scope of works bestowed upon them or the ordered goods that constitute the subject of the order, that all documents were executed correctly, that they raise no objections with respect to them and that they fully accept the conditions of execution of the order stemming from these documents.

9. The Contractual partner states that they consider themselves bound by the provisions of contractual documents and that they oblige themselves to execute the subject of the order in such a way that is in line with the content of the order and the transferred technical documentation. As long as this was not agreed upon otherwise, all documents related to the order that are necessary for the correct execution, in particular designs, agreements, permits, etc., rest with the Contractual Partner.

10. HCP has the right to provide to the Contractual Partner orders in the scope concerning the subject of the order, dealing with specific actions or inaction, appropriately setting out the time of their execution for the Contractual Partner.

11. The Contractual Partner is obligated to place the HCP order number on the invoice and on the shipment specifications and documents of release to the outside.

12. If this would concern the subject of the order (contract), the purchase of

goods, materials and services is effected in accordance with the current provisions concerning business activity concerning the production of and trade in explosives, arms, ammunition as well as products and technology of military or police use and foreign trade in goods, technologies and services of strategic importance for national security, as well as for the maintenance of international peace and security.

PAR. 2. EXECUTION OF THE ORDER

1. Within the order price, the Contractual Partner shall:

1) Execute the order with due diligence, in line with current technical knowledge and the transferred documentation.

2) Utilise new and unused materials free from physical and legal defects, manufactured according to the newest achievements in technical progress, the technical parameters of which are in line with the manufacturer warranty, fulfilling standards in force in Poland or set out in the order.

3) If the parties do not agree otherwise, they shall provide transport of the order, materials used to secure, package, load, unload and unit, and shall execute all works related to the fixing of the load. The transport of the subject of the order is effected at the cost and risk of the Contractual Partner, DDP per Incoterms 2010, unless the parties decide otherwise.

4) Perform additional works or provide additional materials due to changes or shortcomings that must be removed as a result of errors of the Contractual Partner. In such a case, the Contractual Partner shall bear all costs related to the development of necessary construction documentation, the costs of purchase and transport of materials or the execution of works necessary for the removal of flaws. In case of necessity to repeat certain tests or perform additional tests due to the low quality of the materials or works performed by the Contractual Partner, these shall be effected at their expense.

5) Obtain the certificates and documents listed in the technical documentation and required by HCP, and deliver to HCP the necessary scope of all certificates and documents for materials provided by the Contractual Partner without unnecessary delays. The failure to deliver certificates and documents may form the cause of HCP declining to sign the transfer and acceptance protocol or withholding payment.

2. The Contractual Partner is responsible for the achievement of set technological parameters and quality criteria.

3. The Contractual Partner is obliged to report to HCP any discovered flaws in the documentation or in materials transferred for the purpose of execution of the order. The cost of removal of the flaws is borne by the Contractual Partner, if the order is executed on the basis of their materials or documentation prepared by the Contractual Partner. The mode of removal of the flaws must be accepted by HCP.

4. In case of execution of an order using materials provided by HCP:

1) The Contractual Partner is responsible for the provided materials, in particular for their loss or damage to them. In case of loss or damage, the Contractual Partner shall immediately interrupt the execution of the and notify HCP.

2) Materials provided by HCP remain the property of HCP at every stage of execution of the order. The Contractual Partner is obliged to mark the property of HCP as such and to store the delivered materials in a manner allowing full identification. The Contractual Partner is not permitted to charge fees for the storage or warehousing of such materials.

5. During execution of works on the premises of HCP:

1) The Contractual Partner is obliged to get to know and adhere to the internal regulations in force at the HCP facility.

2) The Contractual Partner is obliged to conduct their work under the supervision and in accordance with suggestions of HCP, in a manner that



does not cause hindrances or interruptions in the execution of work by HCP and other entities performing work. The Contractual Partner is obliged to make necessary agreements concerning the technical conditions and deadlines of execution of their work appropriately ahead of time.

3) The Contractual Partner assumes the possibility of emergence of typical difficulties in their assumptions concerning the mode of execution of the works.

4) The Contractual Partner shall be obliged, upon request of HCP, to introduce changes to the form, quality or volume of work bestowed upon the Contractual Partner.

5) The Contractual Partner will bear full responsibility for the execution of orders in particular for damage and effects of random accidents with respect to persons and damage of property for reasons of the Contractual Partner that would emerge during or in relation to the Contractual Partner executing the subject of the order, in relation to the work, services, goods, equipment, materials, parts of deliveries covered by the order, in a manner completely relieving HCP of this responsibility. The Contractual Partner is responsible for actions or negligence of their personnel, in particular third parties acting pursuant to their orders and in agreement with them, as well as third parties who, with their consent, enter the area of execution of the works, as if it were their own actions. The Contractual Partner shall not, without written consent of HCP, introduce to the area of execution of the works persons other than the employees or individuals operating under orders of the Contractual Partner, necessary for the execution of the order.

6) The Contractual Partner obliges themselves to adhere to binding legal provisions on the protection of the environment, and to conduct work without damage to the environment, and to immediately notify HCP about any events influencing the environment. The Contractual Partner bears responsibility for damage to the environment that they had caused. They also pay all penalties, fines and fees imposed on them in this regard by audit bodies.

7) The Contractual Partner, in agreement with HCP, and through the use of suitable protection materials, is obliged to protect from contamination or damage the subject of the order and components found in the region of the work being executed, using their own effort and at their own expense. HCP is entitled to conduct an audit of the supervision.

8) The Contractual Partner is treated as a producer of waste, including hazardous waste produced during the execution of works by the Contractual Partner, and are obliged to manage them. The Contractual Partner shall collect waste created during the execution of works by them in containers protected by their own effort and at their own expense.

9) The Contractual Partner obliges themselves, during the executed works, to consecutively, at the latest during the day of ending of the contract, to remove leftovers and waste from the area of the works being conducted.

10) Should the Contractual Partner not come through with the obligation to remove waste, HCP shall be entitled to manage the waste at the expense and risk of the Contractual Partner, with the addition of a lump sum own cost fee in the amount of 20% of the costs borne.

11) A representative of the Contractual Partner is obligated to have current knowledge on the quantity and current location of personnel executing work on the premises of HCP.

12) The Contractual Partner shall provide marking at a visible location, using the company symbol or its name, spanning work clothing and protective helmets of the personnel executing works in their name.

13) In case of execution of works at the same location by the Contractual Partner and HCP or third parties working on the premises of HCP, the coordinator, as understood by art. 208 of the Polish Labour Code (Pl. Kodeks Pracy), executing oversight over the security and work hygiene of the employees at the location of works of the Contractual Partner, shall be

named by HCP. Employees of the Contractual Partner, during execution of the works, are bound by decisions of the coordinator named pursuant to art. 208 of the Polish Labour Code. The Contractual Partner obliges themselves to follow the orders of the OHS Coordinator.

14) The Contractual Partner guarantees that the personnel they employ shall have current permits (certificates, diplomas) and shall be equipped with appropriate Personal Protection Equipment. Before the commencement of works and upon every request of HCP, the Contractual Partner is obliged to immediately present documents confirming the personnel holding necessary qualifications and licences, under pain of interruption of the works at the expense and for fault of the Contractual Partner.

15) The Contractual Partner obliges themselves to conclude and maintain a civil and professional liability contract related to the execution of works based on the order, and to transfer to HCP a copy of this insurance contract – not later than one business day from the date of acceptance of the order for execution. The insurance contract should guarantee at least tort and contractual liability for the execution of the works being the subject of the order, in particular responsibility for damage caused by activity of the Contractual Partner at sites and on equipment as well as movable property under the care and supervision of the Contractual Partner and the effects of their activity, including damage to the natural environment. The cost of insurance is borne exclusively by the Contractual Partner. Insurance shall be maintained until the conclusion of all works related to the execution of the subject of the order and possible additional works.

6. HCP undertakes the following:

1) To respond without unnecessary delays to all inquiries of the Contractual Partner related to the execution of the subject of the order

2) Pay the agreed remuneration

3) Provide the Contractual Partner with a set of documentation in electronic form that is necessary to execute the subject of the order.

7. HCP Shall be entitled, at every stage of execution of the order, to conduct quality inspections with respect to materials and works at any phase of execution of the order, irrespective of the place of execution, giving five (5) days notice.

8. The Contractual Partner agrees to changes of the scope of the order, including an increase or reduction of the scope of works, the quantity of ordered goods. In such a case, remuneration shall also be changed accordingly.

PAR. 3. EXECUTION DEADLINES

1. The deadlines of execution of the subject of the order are described in the order.

2. Should the adherence to a deadline of execution of the subject of the order be impossible for reasons of HCP, the Contractual Partner will be entitled to delay execution of the order by the period of actual influence on its execution, on the basis of a bilaterally confirmed agreement in writing

The delay may be taken into account only if it is supported by relevant written documentation indicating the influence of the event on the emergence of the real delay. The deadline for submission of such a writing is three (3) days from the date of the event influencing the deadline. The Contractual partner shall make every effort to reduce these delays as much as possible.

3. An order shall be understood as having been executed after receipt by HCP of the subject of the order and upon signature of a relevant document, in particular the protocol of receipt or the confirmation of delivery of materials.

4. Should the Contractual Partner delay the execution of the order, creating a threat of failure to adhere to the final deadline, HCP has the right to bestow a replacement order of execution upon a third party. The costs of execution of this scope of the works shall be covered by the Contractual Partner. Art. 480 of the Polish Labour Code does not apply.



5. Delays in payment due to reasons of HCP cannot form the basis for suspension of execution of the order or any delay in the execution deadline of the works, but solely to the payout of statutory interest.

PAR. 4. PAYMENT

1. For the execution of the subject of the order, the Contractual Partner shall receive remuneration in the amount set out in the order.
2. HCP is an active payer of VAT. Payment shall be performed on the basis of a correctly issued VAT invoice that is properly delivered to HCP. A correctly issued VAT invoice should contain all data that is required and prescribed by law, along with the order number. A condition of payment is the execution of the order and the delivery to HCP of documentation set out in the content of the order.
3. The invoice can be made out within the deadline stemming from the order, however, not earlier than following flaw-free execution of the works and bilateral signing of the transfer and receipt protocol, or upon delivery of materials, unless the order would state otherwise.
4. The goods and services tax should be calculated according to the VAT rate in force on the day of issue of the invoice.
5. The payment deadline is 60 days from delivery to HCP of a properly issued VAT invoice and fulfilment of conditions set out in sections 2 and 3, unless the order or contract would state otherwise.
6. Payment shall be effected by bank transfer to the bank account of the Contractual partner, indicated each time on the invoice.
7. The Contractual Partner expresses consent to and accepts that if the subject of the order is not executed in line with the order, if in particular it were to be made partially, or if it would contain flaws, then HCP is entitled to withhold a part of the payment, corresponding to the value of the non-executed or flawed subject of the order.

PAR. 5. ACCEPTANCE

1. Upon conclusion of works being the subject of the order, the works shall be received, and a suitable transfer and receipt protocol shall be drawn up in this respect; it will contain all stipulations of the parties made during the acceptance proceedings, as well as deadlines for removal of the flaws found at acceptance.
2. In case of delivery of materials produced outside of HCP, HCP reserves the right to decline acceptance of materials that are not in accordance with the offer inquiry, the order or the Terms, within fourteen days of the date of delivery.. In case of delivery of materials that are not in line with the order, the Contractual Partner is not entitled to receive remuneration or any damage claims. Within five days from receipt of a relevant notification, the Contractual Partner is obliged to pick up the non-confirming material and cover the costs of storage at the height indicated by HCP, at their own expense and effort. After the expiry of this deadline, HCP may, at their own choice, return the materials or dispose of them, burdening the Contractual Partner with all the costs.
3. The Contractual Partner is obliged to notify HCP about the removal of flaws and to demand the determination of a deadline for acceptance of the works questioned earlier as flawed.
4. HCP may decide to suspend acceptance proceedings if during these activities the existence is uncovered of such faults that prevent the usage of the subject of acceptance in line with its objective.
5. Possible post-warranty receipt shall be effected pursuant to the terms set out in the order.
6. If the found flaws qualify for removal, then acceptance can be denied until the flaws are removed.
7. Should flaws be determined that prevent the usage of the subject of the order as it is foreseen to be used, and which cannot be removed, HCP may demand from the Contractual Partner the execution of the subject of the order

or its questioned area, a second time, at the expense of the Contractual Partner, or withdraw from the contract in whole or in part.

8. Should during acceptance flaws be discovered in the subject of the order, HCP may withdraw from the contract without first calling upon the Contractual Partner to remove the flaws. The significance of the flaw is the case in case of inability to use or great limitation of the possibility of usage of the entirety or a part of the subject of the order in line with its foreseen purpose.

9. Should the Contractual Partner violate obligations stemming from the present Paragraph, HCP is entitled to demand the reimbursement of all costs related to the execution of studies and the removal of flaws or faults; it may also contract the removal of flaws or faults with a third party at the cost and risk of the Contractual Partner or execute them by themselves at the cost and risk of the Contractual Partner. Art. 480 of the Polish Labour Code does not apply.

PAR. 6. WARRANTY AND STATUTORY WARRANTY

1. The Contractual Partner provides a warranty covering the works executed by them or the supplied materials, spanning 36 months, unless the order would foresee something else. The warranty period is counted from the moment of signing of the final flaw-free transfer and acceptance protocol of HCP or the delivery of defect-free materials.
2. The Contractual Partner shall remove, without undue delay, the discovered flaws in workmanship at their own expense, within 14 days from the date of notification of the flaw, unless HCP would accept a different deadline. In the opposite case, the flaws shall be removed by HCP at the cost and risk of the Contractual Partner. Art. 480 of the Polish Labour Code does not apply.
3. The warranty period starts anew from the day of removal of the fault.
4. During the warranty period, HCP may exercise rights due to statutory warranty for physical defects irrespective of rights stemming from the warranty.
5. HCP may demand of the Contractual Partner to repair damage arisen as a result of emergence of flaws or faults. Minor repairs may be executed by HCP at the expense and risk of the Contractual Partner, following prior notification of the Contractual Partner, without HCP losing entitlements pursuant to warranty or statutory warranty. In such a case, HCP will charge the costs of removal of the flaw to the Contractual Partner.

PAR. 7. DOCUMENTATION

1. The commencement of execution of the order by the Contractual Partner equals the statement that they have acquainted themselves with the documentation and taken into account its conditions in the offered remuneration. For the avoidance of doubt, it is assumed that possible later claims for the increase of remuneration due to failure to factor in of the conditions described above or misunderstandings of documentation shall not be considered.
2. The Contractual partner is obligated to execute a detailed analysis of the documentation within three days from the day of its transfer by HCP. If any faults or errors in the documentation are identified, the Contractual Partner is obliged to immediately notify HCP about this in writing. During execution of the order, the Contractual Partner will continue to inspect the documentation, and in particular before the purchase of any materials or equipment, they will acquire certainty about the correctness of lists and descriptions forming a part of the documentation. The Contractual Partner will not be entitled to shift the deadline of execution of works or to demand the return of additional costs of their execution if they do not immediately (however, not later than within three days) notify HCP about any identified mistake in the documentation. The Contractual Partner is also obligated to notify HCP immediately (however, not later than within three days) about the necessity to develop new drawings.
3. The Contractual Partner may not utilise errors, omissions or shortcomings of documentation, and they should immediately notify HCP about their discovery; HCP will then indicate to the Contractual Partner their relevant



decision concerning the introduction of suitable changes and corrections, and shall provide all necessary clarifications or instructions. The Contractual Partner bears responsibility with respect to HCP for all damage arising due to neglect in analysing the transferred documentation and due to failure to notify HCP in the deadlines describe above about the noticed shortcomings of documentation or the necessity to develop additional drawings or technical specifications.

4. The transferred documentation constitutes the property of HCP or of their customer. The Contractual Partner may not, without prior written consent of HCP, transfer the documentation in any form whatsoever to third parties. The transferred documentation may not be used by the Contractual Partner or their subcontractors in whole or in part for any objectives not related directly to the execution of the order, both during execution as well as after its conclusion. The Contractual Partner is obligated to suitably protect the documentation transferred by HCP against unauthorised access by third parties, destruction, loss, modification, illegal disclosure, transmission, publication as well as to appropriately train and obligate in this regard employees and co-workers of the Contractual Partner, as well as for them to keep confidential the information contained in such documentation. Should the offer inquiry submitted by HCP not lead to the submission of an order, or should the order submitted by HCP be completed by the Contractual Partner, and if the periods of storage of documentation and execution of claims described in commonly valid provisions of the law expire, then the Contractual Partner obliges themselves to permanently remove the entirety of the documentation described above, both in hard copy (originals as well as all copies) as well as in electronic form, including from computer system resources and from relevant software.

PAR. 8. CONTRACTUAL PENALTIES

1. In case of failure to execute or inappropriate execution of the subject of the order, the Contractual Partner is obliged to pay the following contractual penalties:

- 1) 2% of the gross value of the order for any delay in the execution of the order or the removal of a flaw, for each commenced day of delay, but not more than 20% of this remuneration;
- 2) 1% of the gross value of the order for any delay in the delivery of documentation required for correct utilisation of the subject of the order, in particular of approvals, certificates, quality documents, warranty cards, instruction manuals, for each commenced day of delay, however, not exceeding 20% of the subject of the order;
- 3) 1% of the gross value of the order for wrong marking of the subject of the order;
- 4) 10% of the gross value of components burdened by flaws;

2. Should HCP withdraw from the contract for reasons of the Contractual Partner, the Contractual Partner shall pay the contractual penalty in the amount of 30% of the gross remuneration set out in the order.

3. The reservation of the contractual penalty does not exclude the possibility of claiming of damage compensation on general principles set out in the Polish civil code.

4. HCP may abstain from charging contractual penalties.

PAR. 9. DISSOLUTION OF THE CONTRACT

1. HCP is entitled to cancel the order (dissolve the contract) at any time, by way of a notice submitted in writing, under pain of nullity.

2. The Contractual Partner shall not submit any claims due to HCP cancelling the order with respect to execution of the entirety or a part of the subject of the order.

3. In the case described in section 1, the Parties shall conclude a documented acceptance of the correctly executed works or delivered materials until the day

of cancellation of the order. The Contractual Partner shall receive remuneration for the accepted works or delivered materials proportionally to the value of the order and the unit prices described within it.

PAR. 10. WITHDRAWAL

1. HCP may withdraw from the contract in the time set out in par. 3 section 1 of the Terms (order execution time), and demand the payment of the contractual penalty described in par. 8 section 2, if

- 1) The Contractual Partner would violate the provisions of the Terms or of the order, and, despite a written call, would not remove the effects of the violation or would not refrain from the violations;
- 2) The Contractual Partner would execute orders without conformity with the documentation, technology or recommendations of HCP;
- 3) The Contractual Partner would not commence the execution of the subject of the contract within five days from the agreed commencement deadline;
- 4) The Contractual Partner would forgo executing the order, meaning, they would not execute it over the course of five consecutive days without interruption, in a situation, if the current schedule does not foresee a pause in the works, and if such a pause is not approved by HCP;
- 5) The Contractual Partner would be in default with the execution of the contract to the extent that it is not probable for them to execute it on time.

2. HCP may withdraw from the contract and demand payment of the contractual penalty described in par. 8 section 2, if the Contractual Partner would not deliver the subject of the order on time.

3. In the warranty and statutory warranty period set out in par. 6 of the order, HCP may withdraw from the contract and demand payment of the contractual penalty described in par 8 section 2, if the Contractual Partner would not remove faults in the subject of the order within the timeframe set out by HCP.

PAR. 11. CONFIDENTIALITY

1. All documents, data, materials and information transferred by HCP to the Contractual Partner are strictly confidential and may not be provided to third parties, without any time limitation. Furthermore, they may not be used for purposes other than the execution of obligations stemming from the order, without prior written consent of HCP. Exceptions to the rule of maintenance of confidentiality are limited to cases foreseen by law.

2. The Contractual Partner is obliged to suitably protect the documents, data, materials and information transferred by HCP against unauthorised access by third parties, destruction, loss, modification, unlawful disclosure, transmission, publication as well as to appropriately train and bind in this regard the employees and co-workers of the Contractual Partner.

3. The Contractual Partner is obliged to make sure that their contractors (subcontractors of the order) as well as all persons, with the aid of whom the order is to be carried out, shall adhere to the obligation to maintain confidentiality both during as well as following the execution of the order (contract).

4. In case if an offer inquiry submitted by HCP would not lead to the submission of an order, or if the order submitted by HCP is executed by the Contractual Partner, and if the periods of retention of documents, data, materials and information as well as the filing of claims as described in commonly binding provisions of the law expire, the Contractual Partner obliges themselves to permanently remove the entirety of all documents, data, materials and information indicated above, both in paper form (originals as well as all copies) as well as in electronic form, including from resources of information systems and from the relevant software.

5. Any publications, interviews or instances of provision of information concerning the contract or the works carried out on its basis in any other form may only take place following prior written consent of HCP. The use, form and



scope of presentation of the subject of the order in advertising, promotional and reference materials of the Contractual Partner requires prior consent of HCP.

6. The Contractual Partner shall not publish information concerning the business relations with HCP, in particular information concerning customers of HCP, the projects offered or executed, without the written consent of HCP.

7. The duty to retain confidentiality encompasses in particular abstention from any press, television or on-line publications that would include information about cooperation with HCP.

PAR. 12. INFORMATION ON THE PROCESSING OF PERSONAL DATA OF CONTRACTUAL PARTNERS BEING PRIVATE PERSONS CONDUCTING BUSINESS ACTIVITY.

According to the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016. on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJEU L of 2016, no. 119, page 1) (General Data Protection Regulation, referred to as the GDPR), HCP informs the Contractual Partner that

1. The Controller of the personal data of the Contractual Partner with respect to responses received to offer inquiries sent out by HCP and orders executed for the benefit of HCP is the company H. Cegielski-Poznań S. A. with seat in Poznań, Poland, address 28. czerwca 1956., no. 223/ 229.

2. In affairs concerning the protection of personal data made available to the Controller, one can contact them via the e-mail address odo@hcp.eu or using a motion or inquiry sent to the address H. Cegielski-Poznań S. A. with seat in Poznań, Poland, address 28. czerwca 1956., no. 223/ 229, 61-485 Poznań. Replies to questions and submissions are provided within 30 days.

3. The Controller shall process the personal data of the Contractual Partner for the following purposes:

1) Communication concerning the response to the offer inquiry of HCP sent by the Contractual Partner and the verification of possibility of submission of an order by HCP – on the basis of art. 6 section 1 letter a) of the GDPR (consent of the person, to whom the data applies, as clear confirming action),

2) Execution of orders (contracts) – on the basis of art. 6 section 1 better b) of the GDPR,

3) Fulfilment of legal obligations of the Controller, in particular fiscal and accounting obligations, as well as in regard to art. 46 p. 2 of the Polish act of August 5th, 2010, on the protection of confidential information (meaning, Polish Journal of laws of 2019, item no. 742) (usage of the pass system) and the execution of requests of law enforcement agencies as well as for the purposes of court proceedings – on the basis of art. 6 section 1 letter c) of the GDPR),

4) Assurance of security, protection of information and property (including the usage of visual surveillance and an access control system) – on the basis of art. 6 section 1 letter f) of the GDPR,

5) For archiving (exhibit) purposes, to secure information for the case of any legal need to prove facts and possible determination, enforcement of or defence against claims, being legally substantiated interests of the Controller – on the basis of art. 6 section 1 letter f) of the GDPR.

4. The personal data of the Contractual Partner shall be processed by the Controller for the purposes described above, and may be provided to entities entitled to receive them pursuant to provisions of the law (including, if needed, to entities of the justice system, the court, audit bodies), as well as entities, to whom the data will have to be provided for the purpose of execution of the contract that binds these entities and the Controller, in particular entities providing for the benefit of the Controller the service of keeping a bank account for the purpose of payment in connection to the orders made by HCP

(the concluded contracts), the maintenance and usage of the computer system, legal affairs, those related to certification, document destruction, studying the financial reports of the Controller.

5. The provision of personal data by the Contractual Partner is a condition of submission of the order (of the conclusion of the contract). Failure to provide this data shall result in a lack of possibility of submission of any order (conclusion of any contract).

6. The personal data of the Contractual Partner shall not be transferred to international organisations and states outside of the European Economic Area.

7. The Controller, in course of their professional activity, uses the Office 365+ platform supplied by the company Microsoft, the seat of which is found in the United States – a state treated, in light of provisions of the GDPR, as a third country, with respect to which one must show the assurance of a suitable level of protection or a notice about the relevant proper security measures. The company Microsoft had entered into the Privacy Shield programme pursuant to an executive decision of the European Commission of July 12th, 2016. (2016/ 1250) and guarantees that it will uphold the high standards in terms of protection of personal data that are in place in the European Union, hence, the usage of its services and technology in the process of personal data processing is lawful.

8. The personal data of the Contractual Partner shall be stored by the Controller for the period of execution of the submitted order (the concluded contract), and then over the period set out in the provisions of the law, including the period following the statute of limitations of claims and the period of retention set out by audit bodies, however, not longer than over six years from the first day of the year following the date of execution of the order (contract). The personal data processed in connection to the application of an access control system utilised on the premises of the seat of the Controller are stored over 12 months from the date of loss of validity of the electronic pass card. Personal data processed by the Controller on the basis of consent shall be stored at the latest until the moment of its withdrawal by the Contractual Partner.

9. The Contractual Partner has the following rights:

1) To access the content of their personal data over the period of their processing, pursuant to art. 15 of the GDPR,

2) To request of the Controller immediate correction in instances concerning their personal data that are false, as well as the right to demand an amendment to incomplete personal data, including through submission of an additional statement, pursuant to art. 16 of the GDPR,

3) To request of the Controller immediate removal with respect to their personal data, in particular if this data would not be necessary any more for the purposes, for which they were collected, if the Contractual Partner submits an objection to the processing of their data, if their data is processed unlawfully; pursuant to art. 17 of the GDPR,

4) To request of the Controller to reduce the scope of processing, in particular in case of questioning of the correctness of the collected personal data, for any period of time allowing the Controller to check the correctness of this data, or should the Contractual Partner submit an objection against the processing of this data – until the time of determination, whether the legally substantiated basis of the Controller is superordinate with respect to the basis of the objection, pursuant to art. 18 of the Regulation,

5) To request of the Controller information as to whether they have notified every recipient, to whom the personal data was disclosed, of the execution of an operation on the data as described under items b, c and d above,

6) To receive the personal data of the Contractual Partner in a structured, commonly used machine-readable data format and for this data to be sent to a different controller, pursuant to art. 20 of the GDPR,

7) To file, at any time, any sort of objection against the processing that would concern their personal data processed on the basis of art. 6 section 1 letter



f) of the GDPR for the objectives set out above, pursuant to art. 21 of the GDPR. The Controller shall stop processing the data for these purposes, unless they would be able to show that there exist important, legally substantiated reasons that are superior as compared to the interests of the Controller, to, if possible, determine, execute or defend claims,

8) To withdraw at any time the consent to the processing of personal data. The withdrawal of the consent does not influence the legality of processing that was effected on the basis of the consent before it was withdrawn.

The scope of each right, and the situations they can be invoked, stem from the provisions of the law. The issue, which right can be used, shall depend e. g. on the legal basis of the processing of the personal data by the Controller as well as on the objective of their processing. In order to implement the rights described above, one needs to contact the Controller using the data indicated under item 2. above.

10. Pursuant to art. 77 of the GDPR, the Contractual Partner has the right to file a complaint with the supervisory body, meaning, the President of the Polish Personal Data Protection Office in Warsaw, should they conclude that the processing of their personal data violates the provisions in force on the protection of personal data.

11. Personal data of the Contractual Partners shall not be processed automatically, including as profiling.

12. HCP may apply the following forms of supervision with respect to Contractual Partners:

- supervision of e-mail accounts for e-mail addresses provided by HCP,
- visual surveillance of part of the HCP plant premises as well as selected rooms or their parts
- inspection of the content of luggage by the security service in relation to the appropriation or theft of property,
- registration of the first and last name as well as the date and time of passage through the individual gates of the access control system at the HCP headquarters.

The surveillance of e-mail boxes may be applied in particular cases of threats to interests of HCP by persons authorised by HCP. Information sent by employees and co-workers of HCP via official e-mail accounts are property of HCP.

At the premises of the HCP facility in Poznań, Poland, address 28. czerwca 1956 no. 223/ 229, inside manufacturing halls, on the outside premises of the company – outside of buildings in the production zone, at entry gates, at the entry to the building of the board as well as at the entry to the property belonging to HCP located in Poznań at the address Zamenhofa 138, HCP conducts visual surveillance with the use of cameras in order to ensure security, for production control, maintenance of information confidentiality, the disclosure of which information could threaten to be damaging to HCP and for the purpose of protection of property. Surveillance does not cover hygiene rooms, cloak rooms, mess rooms, smoking rooms as well as rooms of union bodies. Data from surveillance is stored over 30 days from the day of registration and is processed exclusively for the purposes set out above. If the recordings should be proof in proceedings conducted on the basis of law, or should HCP receive the information that they may be proof in proceedings, then this period is extended until the time of binding conclusion of proceedings. After the expiry of the periods set out above, the image recordings obtained through surveillance, that contain personal data, are destroyed, unless separate provisions do not state otherwise. HCP marks rooms under surveillance in a clear and unequivocal manner via appropriate signs. HCP, conducting visual surveillance with the use of cameras, does not use face recognition technology.

In case of substantiated suspicion of theft or appropriation by the Contractual Partner of property, an authorised security employee may perform their personal inspection.

All inspection activities are carried out with respect to dignity and other personal goods.

Data from visual surveillance is made available to entities providing for HCP services of protection of property and IT services.

PAR. 13. INFORMATION CONCERNING THE PROCESSING OF PERSONAL DATA OF PERSONS INDICATED BY CONTRACTUAL PARTNERS AS CONTACT PERSONS AS WELL AS CONTRACTORS FOR WORKS EXECUTED IN COURSE OF ORDERS (CONTRACTS)

1. HCP, as Controller, processes personal data of persons indicated by Contractual Partners as contact persons and persons executing work in course of orders (contracts) executed for the benefit of HCP in the following scope: first and last name, place of employment, name of position, official phone number, official e-mail address, and, in case of persons entering the premises of HCP, in addition the type, number and series of the identity card and the licence plate number of the vehicle that is used by these persons to enter HCP.

1) The Controller shall process personal data of persons indicated under item no. 1 for the following purposes:

2) With respect to the scope necessary for communication concerning any order submitted by HCP (any concluded contract), and subsequently for the purpose of execution of the order (contract), for archiving (exhibit) purposes in order to secure information for the purpose of legal needs of stating facts and for the purpose of possible determination, enforcement of or defence against claims, being legally substantiated interests executed by the Controller – on the basis of art. 6 section 1 letter f) of the GDPR as set out in par. 12 (GDPR),

3) For the purpose of fulfilment of requests of law enforcement bodies and for the purpose of court proceedings – on the basis of art. 6 section 1 letter c) of the GDPR (legal obligation of the Controller),

4) In relation to art. 46 p. 2 of the Polish act of August 5th, 2010, on the protection of confidential information (meaning, Polish Journal of laws of 2019, item no. 742) (usage of the pass system) and the fulfilment of legal provisions with respect to persons executing work on the premises of HCP – on the basis of art. 6 section 1 letter c) of the GDPR – applies to persons entering the premises of HCP.

5) Assurance of security, protection of information and property (including the use of visual surveillance and an access control system) – on the basis of art. 6 section 1 letter f) of the GDPR – applies to persons entering the premises of HCP.

2. The personal data of persons indicated under item no. 1 processed by the Controller for the purposes set out above may be made available to entities entitled to obtain them pursuant to provisions of the law (including, if required, to entities of the justice system, courts, audit bodies) and entities, to whom the data will have to be transferred for the purpose of execution of the contract that binds these entities with the Controller, in particular entities providing for the Controller services of maintenance and operation of the IT system, legal services, services related to certification, document destruction and auditing of the Controller's financial statements.

3. In the remaining scope, the information indicated in par. 12 p. 1, 2, 6, 7, 8, 9 (save for letters f) and h), 10-12 apply.

4. The Contractual Partner is obliged to provide to persons indicated under p. 1 the information contained in this paragraph.

PAR. 14. MISCELLANEOUS PROVISIONS

1. Affairs not governed [by the present Terms] are governed by the provisions of Polish law.

2. All disputes stemming from the execution of the order shall be settled by common courts of law responsible for HCP.



3. The Contractual Partner may not, without prior written consent of HCP, under pain of nullity, transfer the rights and obligations stemming from the order, to third parties.

4. The Parties state that the addresses indicated in the order are treated as delivery addresses for all correspondence. In case of their change or the change of the organisational form of their business, the parties oblige themselves to send a written notification within seven days from the date of emergence of the change. In case of impossibility of delivery of packages to the indicated address for reasons of the addressee, it is assumed that a delivery is delivered to the addressee effectively with the date of the first notification of package arrival.

5. All potential subcontractors engaged by the Contractual Partner must be approved by HCP before commencement of the works.

6. The Contractual Partner is responsible for actions of their subcontractors as for their own.

7. Neither Party bears responsibility for failure to perform their contractual obligation if it would be the result of circumstances outside of the scope of control of the parties (force majeure). Force majeure constitutes a sudden, unforeseeable event that is independent will of the Parties, preventing the execution of the subject of the order in full or in part permanently or for a certain period of time, that could not be prevented or counteracted with the maintenance of due diligence.

Instances of force majeure are in particular:

- 1) Natural disasters, e. g. fires, floods, earthquakes,
- 2) Commonly occurring infectious diseases
- 3) National strikes
- 4) Actions of legislative or executive state bodies, acts of state force (e. g. martial law, states of emergency); acts of terrorism.

8. The Contractual Partner is obliged to show, upon request, current certificates of payment of social insurance premiums and taxes.

9. Without consent of HCP, the Contractual Partner obliges themselves not to enter into cooperation with customers of HCP, for whom the Contractual Partner is executing the order, under pain of payment of the contractual penalty of PLN 300,000.00 (three hundred thousand PLN), for a period of five years from the date of execution of the last order on the basis of these Terms.

10. If in relation to the execution of the order, the necessity should arise to bestow upon the Contractual Partner the processing of personal data pursuant to art. 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016. on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the Contractual Partner obliges themselves to conclude with HCP a contract of order concerning the processing of personal data.

The present Terms are approved by resolution no. 40/ 19 of 09.12.2019.