

These *General Trading Terms and Conditions for Suppliers of Goods* (hereinafter referred to as the GTTCSG) shall apply to orders for all goods placed with suppliers of goods (hereinafter referred to as the Suppliers) by Bilfinger ISP Poland Sp. z o.o. with its registered office in Krapkowice (hereinafter referred to as Bilfinger ISP Poland).

The GTTCSG shall apply to all Suppliers of goods with whom no individual framework agreements have been concluded.

The GTTCSG shall apply to all orders / contracts of sale concluded between the Supplier and Bilfinger ISP Poland, unless the parties have agreed other sale and delivery terms and conditions in writing. Any other general purchase or sale terms and conditions not expressly accepted by Bilfinger ISP Poland in writing are not binding on Bilfinger ISP Poland.

### 1. Grounds for orders/ contracts of sale

- 1.1 A prerequisite for placing an order/ concluding a contract of sale with the Supplier shall be a written enquiry submitted by Bilfinger ISP Poland and the Supplier's offer.
- 1.2 Any and all agreements and documents related to placed orders/ concluded contracts of sale must be in writing, otherwise invalid.
- 1.3 Orders/ contracts of sale may be made electronically, by fax, by registered letter, or by courier.
- 1.4 Orders/ contracts of sale must be made in writing and signed by persons authorized to represent the parties, including as defined in Article 78 § 1 of the Civil Code.

### 2. Pricing and payments

- 2.1 Prices indicated in an order/ a contract of sale shall be fixed net prices. They include the costs of:

- preparing an offer
- insuring goods
- loading and unloading goods
- transport
- customs
- packaging materials,
- packing,

These rules may be changed by individual agreements defined in an order or a contract of sale.

- 2.2 The consideration defined in an order/ a contract of sale shall satisfy all financial claims of the Supplier and its employees and subcontractors for the performance of the order/ contract of sale.
- 2.3 All payments to the Supplier will be made by Bilfinger ISP Poland only upon receipt of the invoice. Invoices must include the order number, the person commissioning the delivery of goods, the correct, amount of remuneration due as calculated in accordance with the order, and a sufficiently detailed description of the goods delivered, as well as any payments received and the billing address provided by Bilfinger ISP Poland. Invoices and dedicated invoice attachments can be sent electronically to [invoice.isppl@bilfinger.com](mailto:invoice.isppl@bilfinger.com). The payment date is counted from the date of receipt of the invoice by Bilfinger ISP Poland. Bilfinger ISP Poland will make all payments to the Supplier on the first working Wednesday following the agreed payment date (also applies to payments with a discount), by bank transfer to the Supplier's account in the country where the goods are to be delivered in accordance with the order / purchase contract or in the country in which the Supplier has a head office (registered). Any additional costs, expenses related to the performance of the order / purchase contract within the scope of delivery, and not provided for in the content of the order / purchase contract, will be paid by Bilfinger ISP Poland only if previously approved by Bilfinger ISP Poland in writing, otherwise null and void.
- 2.4 Unless otherwise indicated in an order/ a contract of sale, the Supplier shall accept the following payment period:
  - 30 days with a 3% discount
  - 45 days with a 2% discount
  - 60 days without discount
- 2.5 The payment date shall be the date of crediting the bank account of Bilfinger ISP Poland.

### 3. Cancellation of orders/ contracts of sale

- 3.1 Bilfinger ISP Poland may cancel an order/ a contract of sale by the time of the delivery of purchased goods. Such a cancellation must be made in writing. In such a case, the Supplier may demand the reimbursement of costs incurred by the Supplier before such a cancellation.
- 3.2 **Bilfinger ISP Poland** may cancel an order/ a contract of sale with an immediate effect for reasons attributable to the Supplier if:
  - a delivery is delayed for more than 7 days,
  - the Supplier is at risk of insolvency, when a motion for the instigation of insolvency or composition proceedings against the Supplier has been filed or when the Supplier is declared bankrupt,
  - the Supplier does not comply with the OHS and internal regulations adopted on the premises of Bilfinger ISP Poland or on the premises of its customer where Bilfinger ISP Poland performs its works and where goods should be delivered.

### 4. Delivery time

- 4.1 Delivery dates defined in orders/ contracts of sale shall be binding and shall mean the date of delivering goods to the location indicated by Bilfinger ISP Poland.
- 4.2 If there is a risk that such a delivery date is not met, the Supplier shall be obliged to immediately inform Bilfinger ISP Poland about any possible delay in deliveries, indicating expected delivery dates.

### 5. Supply process

- 5.1 Ordered goods shall be delivered by the Supplier to the location indicated in an order/ a contract of sale.
- 5.2 Goods shall be accepted on business days between 7:00 a.m. and 3:00 p.m., unless the parties agree otherwise due to the performance of works or transport conditions.
- 5.3 The Supplier shall be obliged to notify Bilfinger ISP Poland in writing of shipping goods as soon as possible but not later than at the time of shipping such goods. The notification shall include:
  - reference number of an order/ contract of sale
  - manner and date of shipment,
  - specification of goods,
  - form of delivery.
- 5.4 The Supplier shall ensure that all goods delivered have been performed according to the provisions and standards in force and that the Supplier has all licenses and approvals required for placing such goods on the market and using in accordance with their intended use.
- 5.5 Along with goods, the Supplier shall deliver related approvals, quality certificates, manuals etc. created in Polish.
- 5.6 The Supplier shall guarantee that delivered goods have all properties and fully correspond to descriptions published in catalogues delivered to Bilfinger ISP Poland or resulting from a catalogue entry of the Supplier
- 5.7 In the case of justified concerns about the compliance of delivered goods with legal provisions, an order/ a contract of sale, declarations, or guarantees of the Supplier, Bilfinger ISP Poland shall be entitled to have such goods tested by an independent expert at the Supplier's expense. The Supplier shall bear the costs of the test if the results are negative to the Supplier.
- 5.8 A delivery is considered to be successfully performed at the time when Bilfinger ISP Poland accepts goods and documents indicated in an order/ a contract of sale and the GTTCSG (e.g.: approvals, certificates, data sheets etc.) without any reservations. By the time Bilfinger ISP Poland accepts goods, the risk of loss, damage, or destruction of the goods shall be borne by the Suppliers.
- 5.9 A delivery may be rejected if it is not accompanied by a proof of delivery issued by the Supplier. The document shall include:
  - reference number of an order/ contract of sale,
  - shipment specification defining the weight, dimensions and content of packages,
  - relevant approvals, certificates and guarantees, if specified in the order.

Any deviations from the agreed terms and conditions, in particular those concerning delivery addresses, may constitute the basis for the rejection of goods or their return to the Supplier at its expense, and such a delivery shall be regarded as not performed.

- 5.10 Bilfinger ISP Poland shall be obliged to check deliveries only to the minimum extent based on waybills and in respect of the assortment. Bilfinger ISP Poland shall be obliged to notify the Supplier of any items missing or damaged during transportation within 7 business days from the date when they are identified.
- 5.11 The Supplier shall be obliged to pack goods in a manner ensuring their safe transportation, loading, unloading and storage during their shelf life.

## 6. Guarantee and warranty

- 6.1 The Supplier shall guarantee that goods delivered under an order/ a contract of sale are compliant with such an order/ such a contract of sale, their specifications and any other requirement related to the performance of the order/ contract of sale.
- 6.2 The Supplier guarantees that goods traded in by the Supplier are new (except for orders for used goods), of good quality, free of defects and faults, tested, appropriate and usable according to their intended uses and on the terms and conditions defined in orders/ contracts of sales, and properly designed and manufactured of appropriate materials. With regard to the Supplier's obligation to deliver products of the highest quality, it is agreed that the terms "defect", "fault" shall in particular encompass any and all product irregularities in terms of their quality and quantity in relation to the provisions of law, binding standards, any provisions or requirements defined in an order/ a contract of sale, catalogues, specifications, designs and declarations and guarantees of the Supplier.
- 6.3 If quality defects are identified, Bilfinger ISP Poland shall be entitled to demand, at its discretion:
- that the defects discovered be eliminated immediately, but not later than within 7 days
  - that the price of goods be reduced
  - that the goods be replaced with goods free of defects; in such an event the Supplier shall be obliged to collect defective or damaged goods from Bilfinger ISP Poland and deliver goods free of defects to Bilfinger ISP Poland at its own expense
  - that the contract be cancelled.
- 6.4 The time for which the Supplier grants guarantee shall be specified in the order/ contract of sale or guarantee documents. Unless the parties have agreed otherwise in writing, the guarantee for delivered goods shall be 24 months from the date of signing a handover protocol.
- 6.5 Irrespective of rights granted under guarantee, the Supplier shall be liable to Bilfinger ISP Poland under warranty as provided for by the provisions of the Civil Code. The period of warranty granted by the Supplier shall be equal to the period of its guarantee.
- 6.6 Irrespective of other arrangements between the parties, the Supplier shall rectify damage caused to Bilfinger ISP Poland in connection with defects of delivered goods, or due to untrue declarations or guarantees. In addition, the Supplier shall release Bilfinger ISP Poland from any liability arising out of the defectiveness of goods delivered by the Supplier, in particular by the reimbursement or payment of penalties, compensations and incurred costs, including the costs of pending proceedings.
- 6.7 Bilfinger ISP Poland shall be entitled to withhold a payment for goods in the case of a complaint. The payment period shall not start until a decision concerning the complaint is made.

## 7. Contractual penalties

- 7.1 The Supplier's obligation defined in the GTTCSG or in an order/ a contract of sale to pay Bilfinger ISP Poland contractual penalties in the case of non-performance or improper performance of the order/ contract of sale shall neither exclude nor limit the right of Bilfinger ISP Poland to demand that the damage be rectified on general terms and conditions in the scope in which the value of such damage exceeds the amount of a contractual penalty.
- 7.2 Any and all contractual penalties and compensations due to Bilfinger ISP Poland from the Supplier shall be paid by the Supplier to Bilfinger ISP Poland bank account within 14 days from the date of a written demand issued by Bilfinger ISP Poland.
- 7.3 If the Supplier delivers all or some goods (the latter in the event when partial deliveries have been allowed by the parties) with delay, the Supplier shall pay Bilfinger ISP Poland a contractual penalty in the amount of 0,5% of the gross value of the order/ contract of sale for each started day of delay. The application of the contractual penalty shall not limit or exclude other rights of Bilfinger ISP Poland resulting from the order contract of sale or provisions of law, in particular its right to cancel the order/ contract of sale.
- 7.4 If the Supplier terminates an order/ a contract of sale without giving reasons for such termination or for a cause attributable to the Supplier, the Supplier shall pay Bilfinger ISP Poland a contractual penalty in the amount of 20% of the gross value of all goods included in the order/ contract of sale.
- 7.5 If deadlines for deliveries of goods rectified under warranty or goods delivered in the place of defective goods are not met, the Supplier shall pay Bilfinger ISP Poland the contractual penalty defined in section 3 above.
- 7.6 Irrespective of the provisions mentioned above, if a quantity difference of at least 5% (five percent) is established in relation to the order/ contract of sale, Bilfinger ISP Poland shall be entitled to cancel the order/ contract of sale in full or in part at any time, and such an order/ such a contract of sale shall be considered to be cancelled for reasons attributable to the Supplier. In such a case, the Supplier shall pay Bilfinger ISP Poland a contractual penalty in the amount proportional to the order/ contract of sale actually performed.

## 8. Insurance

- 8.1 In special cases, Bilfinger ISP Poland may require the Supplier to present a third-party liability insurance policy and a product insurance policy.
- 8.2 The Supplier shall be obliged to buy a transport insurance policy, if there are risks related to transport and if transport is performed in particularly difficult conditions. The insurance amount shall be not less than 110% of the commercial value of goods delivered.

## 9. Retention of title

- 9.1 The title to the object of sale shall be transferred to Bilfinger ISP Poland at the time when Bilfinger ISP Poland accepts purchased goods, unless the parties agreed another form of the transfer of title.
- 9.2 Any retention of title shall be excluded, regardless of its form.

## 10. Confidentiality and Data Protection

- 10.1 The Parties shall be obliged to keep all order/ contract of sale terms and conditions and information received from the other party or in another manner with relation to such an order/such a contract of sale strictly confidential.
- 10.2 In particular, the Supplier shall be obliged to keep the following secret: information on discounts, payments deadlines, arrangements, product specifications, technological data.
- 10.3 The Parties undertake to keep the content of this agreement confidential, in particular with regard to conditions, and to comply with applicable data protection provisions. Notably, the Parties shall not publicly defame each other.
- 10.4 Each Party shall treat all confidential information which the other Party discloses to it in connection with the agreement as confidential without restrictions. Confidential information within the meaning of this provision shall be information, documents, or data designated as such or which are to be regarded as confidential due to their nature, in particular personal data (within the meaning of the DGSVO). This shall not apply to information which is accessible to the public or which has been in the possession of the other Party prior to its disclosure
- 10.5 The confidentiality obligation shall not apply to the disclosure of information to affiliated companies. Notably information within the framework of the supply chain and procurement management may be passed on to affiliated companies worldwide.
- 10.6 Furthermore, the Parties undertake to grant access to confidential information of the other Party only to those employees and subcontractors and suppliers who are entrusted with the provision of services within the scope of this agreement and with whom appropriate confidentiality and data protection agreements have been concluded. The aforementioned confidentiality obligations shall survive the termination of this agreement for a period of two years. With regard to personal data, the confidentiality obligation is unlimited in time.
- 10.7 To the extent that the Supplier is acting as a data processing agent for the Bilfinger ISP Poland, an agreement shall be concluded in order to ensure that the requirements for contract data processing are complied with.
- 10.8 Without the prior consent of the Bilfinger ISP Poland, the Supplier shall not be entitled to use either the business relationship with the Bilfinger ISP Poland as such or its content for advertising purposes.

## 11. Code of Conduct for Suppliers and Associated Termination Right

- 11.1 **Code of Conduct for Suppliers:** The Supplier is obliged to comply with the Code of Conduct for Suppliers. The current version of the Code of Conduct for Suppliers can be viewed on the website of [Bilfinger ISP Poland](#). The Code of Conduct for Suppliers sets out the applicable minimum standards. If and to the extent compliance with the Code of Conduct for Suppliers would violate applicable law, applicable law shall prevail. Bilfinger ISP Poland shall have the right to amend the Code of Conduct for Suppliers in the event of any changes in legal, administrative or institutional requirements, jurisprudence or ethical business principles. Bilfinger ISP Poland shall inform the Supplier of any amendments to the Code of Conduct for Suppliers.
- 11.2 **Associated Termination Right:** The Supplier acknowledges and agrees that any breach of this Clause 11 (Code of Conduct for Suppliers and Associated Termination Right) will be deemed a material breach of contract entitling Bilfinger ISP Poland to terminate the agreement at any time and with immediate effect, without any obligation to pay any outstanding fees or make any other payment. Bilfinger ISP Poland shall not be obliged to compensate any damage or loss suffered by the Supplier as a result of a termination under this Clause 11.2 (Associated Termination Right).

## 12. Sanctions, Export Control and Origin of Goods

- 12.1 The Bilfinger ISP Poland shall be released from all obligations arising from or in connection with the contract (including compensation for damages) if, after submission of a binding purchase order or conclusion of the contract, impediments occur due to national or international regulations of foreign trade law or an embargo and/or other sanctions which prevent the Bilfinger ISP Poland from fulfilling the contract.
- 12.2 The Supplier is obliged to comply with any German and EU regulations as well as regulations of the USA, the United Kingdom and China applicable to the import, export or re-export of the goods (i.e. commodities, software, technology) being subject of the contract.
- 12.3 Without the prior consent of the Bilfinger ISP Poland, the Supplier shall not be entitled to deliver goods subject to US EAR (Export Administration Regulation) or to incorporate them into deliveries or to involve US persons.
- 12.4 Without the prior consent of the Bilfinger ISP Poland, the Supplier shall furthermore not be entitled to deliver goods subject to Chinese export control law or to incorporate them into deliveries.
- 12.5 The Supplier shall provide the Bilfinger ISP Poland with all information necessary for the export of the goods by transmitting the relevant data for all goods supplied under this order by means of the form "Declaration on Export Restrictions, Customs Tariff Number, Origin of the Goods and Preferences" or other suitable trading documents immediately after receipt of the binding order and free of charge. The Supplier agrees to keep the Bilfinger ISP Poland informed at any time of any changes that may occur by written notice.
- 12.6 The Supplier shall provide the Bilfinger ISP Poland with legally compliant documents proving the origin of the goods without delay and free of charge. For supply transactions within the EU, preference is given to supplier's declarations for goods with preferential originating status. Other ways of transmitting declarations of origin for the relevant supply transaction, e.g. declarations on trading documents, issuance of non-preferential certificates of origin or certificates of origin legalized by the chamber of commerce, shall be released by the Bilfinger ISP Poland immediately after receipt of the order.
- 12.7 The Supplier shall hold the Bilfinger ISP Poland free and harmless from all damages, financial losses and claims by third parties which the Bilfinger ISP Poland may incur as a result of the Supplier having breached any of the above obligations, unless such breach of obligation is not attributable to the Supplier.

## 13. Company status statement

- 13.1 Bilfinger ISP Poland Sp. z o.o declares that he has the status of a large entrepreneur within the meaning of Article 4 (6) of the Act of 8 March 2013 on preventing excessive delays in commercial transactions.

## 14. Final provisions

- 14.1 The Parties shall be subject to Polish law. Any disputes and issues arising from or in relation to an order/ a contract of sale and not resolved in the course of negotiations shall be decided by a competent common court of jurisdiction for Bilfinger ISP Poland.
- 14.2 These GTTCSG shall constitute an integral part of orders/ contracts of sale concluded by Bilfinger ISP Poland with the Supplier. In case of any conflicts or discrepancies, the text of an order/ a contract of sale shall prevail.
- 14.3 Any changes and supplementations of the GTTCSG shall be made in writing, otherwise invalid.