

These *General Trading Terms and Conditions for Service Providers* (hereinafter referred to as the GTTCSP) shall define general terms and conditions of cooperation and concluding contracts between Bilfinger ISP Poland Sp. z o.o. (hereinafter referred to as Bilfinger ISP Poland) and its providers in the scope of services and tasks performed to the benefit of Bilfinger ISP Poland (hereinafter referred to as SP).

The GTTCSP are of essential importance for the conclusion of a contract and placing an order, and are an integral part of each contract/order.

1. Grounds for a contract/ an order

- 1.1 Integral parts of a contract/ an order shall be the following, ranked as presented:
 - contract with the SP, framework agreement with the SP along with individual orders/ order.
 - list of works together with supplementations, drawings, models etc.
 - these GTTCSP and the Code of Conduct for SPs.
 - terms and conditions agreed on by Bilfinger ISP Poland and its client, provided that they refer to the contract between Bilfinger ISP Poland and its subcontractor.
 - relevant technical regulations.
- 1.2 In the case of a conflict between specific provisions of an individual contract/ order and regulations set out in these GTTCSP, the provisions of the individual contract/ order shall prevail.
- 1.3 If any provision of a contract/ order is invalid, it shall not affect the validity of other provisions.

2. Scope of services

- 2.1 Remuneration expressed in unit prices or as a lump sum shall be applicable to all services, including additional services of the SP, which are compliant with the provisions of a contract/ an order and necessary for the achieving the aim of such a contract/ such an order. It specifically applies to any and all considerations, salaries, benefits, costs, licenses, claims, fees and taxes due. Prices shall also include costs borne by the SP in connection with training Bilfinger ISP Poland staff in the area of operating and maintaining equipment delivered or installed by the SP.
- 2.2 The SP shall be obliged to obtain all necessary information, in particular relating to the location of service provision. Costs which may arise because of the unfamiliarity with such a location or conditions observable there shall be borne by the SP.
- 2.3 Bilfinger ISP Poland shall have the right to change its enquiry, plans, and to issue other regulations relating to a contract/ an order.
- 2.4 Services not defined by the Parties but necessary for correct performance of a contract/ an order must be performed by the SP at the Bilfinger ISP Poland request, provided that the SP's company has relevant qualifications.

3. Remuneration

- 3.1 Unless the Parties agree otherwise, contractual prices for works performed shall be fixed and shall exclude VAT.
- 3.2 Consideration shall be paid for complete performance of the works defined in a contract/ an order.
- 3.3 Consideration shall be fixed and not changing by the end of works performed under a contract/ an order.
- 3.4 Consideration shall be calculated based on the prices indicated in a contract/ an order.
- 3.5 Any additional costs, expenses, and fees related to the performance of a contract/ an order and not indicated in such a contract/ such an order shall only be borne by Bilfinger ISP Poland if Bilfinger ISP Poland has accepted individual amounts in writing.
- 3.6 The SP shall not be entitled to the consideration for works performed without an order or in a manner incompliant with a contract/ an order. The SP shall be obliged to remove such works at Bilfinger ISP Poland request within a specified time limit. If such works are not removed, Bilfinger ISP Poland shall commission the performance of the task to a third party and charge the SP with the costs of such performance. The SP shall also be liable for any other related damage suffered by Bilfinger ISP Poland.
- 3.7 Work paid on an hourly basis may exclusively be performed at a written request of Bilfinger ISP Poland and must be reported every day for a given working day; such reports must be signed by Bilfinger ISP Poland. Daily lists of remuneration paid by hour shall be signed by supervisors representing Bilfinger ISP Poland. An hourly rate for work shall be established separately by Bilfinger ISP Poland and the SP.

4. Design documentation

- 4.1 The SP may request Bilfinger ISP Poland to provide it with documents necessary to perform a service and check them upon delivery in respect of their completeness and correctness. Provided that given services involve the SP, the SP shall be obliged to verify and confirm all data. The SP shall be obliged to immediately report any possible inconsistencies to Bilfinger ISP Poland.
- 4.2 The SP shall be obliged to obtain, in due time, complete information on the location of a construction site, access to such a location, and facts necessary to perform its services. In particular, the SP shall be obliged to obtain, on its own responsibility, information about the existence and location of possible power lines, sewage pipes, cables, and other installations in the area of its works.
- 4.3 Any and all documents related to the performance of a contract/ an order and delivered to the SP shall remain the property of Bilfinger ISP Poland. Such documents may only be used for the purposes of the contract concluded with the SP and may not be disseminated or made available to third persons without the prior consent of Bilfinger ISP Poland.
- 4.4 Any and all information acquired by the SP with relation to the conclusion/ performance of a given contract/ order, including the content and terms and conditions of such a contract/ such an order shall be confidential and may only be disclosed to third persons (during and after the performance of a contract/an order) upon the consent of Bilfinger ISP Poland.
- 4.5 The SP shall undertake not to disclose confidential information (Bilfinger ISP Poland secrets) acquired in connection with the performance of a contract/ an order to third persons. Confidential information shall be knowledge, know-how, financial, commercial, technical and operational data, data on public relations, as well as surveys, analysis, studies, and plans concerning the operation of Bilfinger ISP Poland and its customers and partners, as well as any other data except for that which is expressly defined as data which does not constitute Bilfinger ISP Poland secret.
- 4.6 If confidential information (Bilfinger's ISP Poland secrets) defined in point 4.5 is disclosed to third persons, Bilfinger ISP Poland shall not exclude seeking damages in the amount equal to the factual harm suffered as a result of such disclosure of confidential information to third persons.
- 4.7 Bilfinger ISP Poland shall be entitled to use documents prepared by the SP for the purposes of a given investment free of any additional charge.

5. Performance

- 5.1 Bilfinger ISP Poland shall have the right to supervise the performance of services in respect of their conformity with a contract/ an order.
- 5.2 Bilfinger ISP Poland shall be entitled to give the SP instructions necessary to perform a service in accordance with a contract/ an order.
- 5.3 The SP shall be obliged to provide its services in compliance with its contract, relevant regulations and acts and at its sole risk.
- 5.4 If the SP has any reservations concerning the performance of a contract/ an order, quality of materials or their elements delivered by Bilfinger ISP Poland, or services of other subcontractors, the SP shall be obliged to report such reservations to Bilfinger ISP Poland in writing (if possible, before works begin). If the SP does not fulfil the above obligation, the SP shall be fully liable for any damage and costs resulting from its failure to meet its obligations.
- 5.5 Services which are considered to be defective or incompliant with a contract as early as at the time of their performance shall be corrected by the SP at its own expense. If a defect or an irregularity is the SP's fault, the SP shall be obliged to compensate for damage suffered as a consequence of such a defect or such an irregularity.
- 5.6 The SP shall be obliged to present, at Bilfinger ISP Poland request, documents confirming that the SP has no overdue payments payable to the Social Insurance Institution and the Tax Office and copies of monthly reports for insured persons (Polish RMUA) for its employees submitted to the Social Insurance Institution. The same applies to its membership in chambers of commerce, if such membership is required by statute.
- 5.7 The SP shall be liable for safe storage and management of materials and equipment as provided for by law, preventing any environmental pollution (contamination of water, soil, or air) or harm to human health and life. In such a case, Bilfinger ISP Poland shall not bear any liability.
- 5.8 The SP shall bear the costs of accommodation and transport of its employees and storage of materials, unless otherwise agreed by the Parties. The SP shall have the right to raise claims concerning the use of buildings and equipment existing on the construction site.
- 5.9 At the SP's request and to the extent available, Bilfinger ISP Poland may select and offer, for a fee and under a separate lease contract, place for the SP's construction camp. At the SP's request, Bilfinger ISP Poland may provide utilities for the SP's construction camp and indicate relevant connection points. If the SP requires that fees for utilities are charged for the actual consumption, it is obliged to install readers at its own expense.
- 5.10 When performing a contract/ an order, the SP shall employ persons having appropriate professional knowledge, experience and qualifications for proper performance of the contract meeting currently binding standards (contractor's staff). At a written request of Bilfinger ISP Poland, the SP shall send off its employees who do not

- have adequate qualifications, do not use protective clothes and personal protective equipment or cannot produce valid work permits and residence permits issued for a given country, if necessary. In such an event, the SP shall be obliged to replace such employees with new staff meeting requirements of Bilfinger ISP Poland.
- 5.11 The SP shall be liable for providing all permits, certificates, qualifications, and trainings required by law and under a contract and shall be obliged to present them to Bilfinger ISP Poland. Moreover, the SP shall present Bilfinger ISP Poland with work permits and residence permits for a given country, if necessary, and confirmations of social insurance contributions, tax registration and payment of taxes due to competent bodies.
- 5.12 The SP shall not be entitled to assign, in full or in part, rights or obligations arising out of a contract/ an order to any third party without prior written consent of Bilfinger ISP Poland.
- 5.13 The SP undertakes that during the performance of its services it will hire employees from outside the European Union only if they have valid residence and work permits for the EU and are qualified to perform certain tasks.

6. Disposal of waste, keeping construction site in order

- 6.1 Without undue delay, the SP shall present Bilfinger ISP Poland with any permits, certificates, and permissions pertaining to environmental protection and waste disposal that are required by law or under a contract/ an order.
- 6.2 The SP shall be obliged to keep a construction site in order and regularly dispose of any dirt or waste resulting from its activities, at the same time obeying all provisions of the act on waste disposal in force. After the completion of a contract/ an order, the SP shall be obliged to clean the storage area and the area of performing works and bring it to the condition set out in relevant provisions.
- 6.3 If the SP does not fulfil its obligations within a time limit specified by Bilfinger ISP Poland, Bilfinger ISP Poland shall have the right to undertake relevant actions or to commission their performance to third parties, and to charge the SP with the costs of such actions. The SP shall undertake to cover such costs.
- 6.4 The SP shall be liable for any damage and additional costs resulting from its failure to obey regulations concerning environmental protection and waste disposal.
- 6.5 The SP shall be obliged to avoid and, if applicable, immediately eliminate any damage and dirt caused in the course of the traffic of construction vehicles on public and private roads used by such vehicles, including pedestrian paths. It shall also apply to the SP's light goods vehicles. In this case, the SP shall bear liability as for damage caused by the SP. If the SP does not remove damage or dirt within an appropriate time limit set by Bilfinger ISP Poland, Bilfinger ISP Poland shall have the right to remove such damage or dirt on its own or order third parties to do so. In both cases, the costs are borne by the SP.

7. Hindered or stopped performance

- 7.1 If in the SP's opinion its correct performance of service arising out of a contract/ an order is hindered, it shall be obliged to immediately notify Bilfinger ISP Poland in writing.
- 7.2 The SP shall be obliged to make every reasonable effort to make the continuation of works possible. As soon as hindrances cease to exist, it shall be obliged to immediately undertake work and notify Bilfinger ISP Poland.
- 7.3 If despite hindrances the SP may continue some part of works, Bilfinger ISP Poland and the SP shall make an attempt to determine and regulate consequences of the hindrances arisen. If it is not possible, Bilfinger ISP Poland shall decide about regulating consequences of hindrances at its own discretion.
- 7.4 If hindrances have been caused by one party to a contract, the other party shall be entitled to claim damages for documented damage, lost profit, but only in the case of an intentional act or gross violation.
- 7.5 Hindrances typical of construction works shall not entitle any party to seek compensation.
- 7.6 If other subcontractors or third parties hinder the SP from providing its services, without Bilfinger ISP Poland fault, any possible claims for damages of Bilfinger ISP Poland against the SP shall be limited to the amount which Bilfinger ISP Poland may receive from the perpetrator.

8. Termination and cancellation of contract by Bilfinger ISP Poland.

- 8.1 Bilfinger ISP Poland may terminate/ cancel a contract/ an order with immediate effect in the following cases:
- The SP is in delay with the performance of the contract/ order, despite a written demand issued by Bilfinger ISP Poland to perform the contract/ order correctly or despite setting a deadline for the performance of the contract/ order, the SP fails to perform or performs the contract/ order in a manner which gives rise to justified doubts that the SP will not perform the contract/ order within the time agreed on;
 - The SP shall grossly neglect or violate the provisions of the contract/ order.
- 8.2 In the case when for reasons out of Bilfinger ISP Poland control the performance of a contract/ an order is not in Bilfinger ISP Poland interest, Bilfinger ISP Poland shall terminate a contract/ an order on the basis of a declaration.
- 8.3 A contract/ an order may only be terminated in writing, otherwise invalid.
- 8.4 If a contract/ an order is terminated, within 7 days from the termination date, the parties shall prepare a report on works performed but not paid. In such a case, the report shall constitute the basis for the final settlement of the contract/ order, whereas in the case of Bilfinger ISP Poland termination of a contract/ an order for reasons referred to in point 8.1 section 1, the SP shall be entitled to a consideration for that part of the contract/ order which, according to the report created, has been accepted without reservations.
- 8.5 If Bilfinger ISP Poland terminates a contract/ an order, it shall not exclude Bilfinger ISP Poland right to seek supplementary damages on general terms and conditions provided for in the Civil Code for non-performance or improper performance of the contract/ order by the SP.

9 Liability/ insurance

- 9.1 If Bilfinger ISP Poland is held liable by third parties due to damage for which SP is responsible, SP undertakes to repair the damage. This also applies to any penalties imposed by government administration bodies for failure to perform or incorrect performance of statutory obligations imposed on entrepreneurs.
- 9.2 For the entire term of a contract/ an order, the SP shall be obliged to have and maintain a valid professional liability insurance policy. The guarantee amount under the professional insurance policy shall be equal to the value of the contract/ order.
- 9.3 If the performance of a contract/ an obligation is prolonged for reasons attributable to the SP, the cost of all necessary supplementary insurance policies, in particular related to the prolongation of an insurance period, shall be borne by the SP.
- 9.4 On the date of concluding a contract/ an order, the SP shall be obliged to deliver, at Bilfinger ISP Poland request, a copy of insurance policy and premium/ instalment payment receipts. The Insurer as well as general and specific terms and conditions of insurance shall be accepted by Bilfinger ISP Poland.
- 9.5 In the case of no proof of an insurance policy, Bilfinger ISP Poland Sp. z o.o. shall be entitled to terminate a contract or to conclude a third-party liability insurance policy for the SP at its sole expense.

10. Acceptance

- 10.1 The SP shall be obliged to notify Bilfinger ISP Poland that the services provided by the SP have been completed.
- 10.2 Before acceptance, the SP shall be obliged to check its services in terms of whether they are complete and free of defects, and, if necessary, immediately perform finishing works.
- 10.2 Acceptance shall be performed with the aim to assess the completeness and quality of performed works and to confirm the completeness of documents concerning the contract/ order.
- 10.4 Acceptance shall be attended by representatives of Bilfinger ISP Poland and the SP.
- 10.5 Acceptance shall be documented with a work performance protocol signed by both parties.
- 10.6 If the protocol is signed with a positive result with remarks or with a negative result, the SP shall be obliged to eliminate the issues questioned in a manner defined in the protocol.
- 10.7 Acceptance shall be organised on business days.
- 10.8 Acceptance shall be considered to be performed at the time when Bilfinger ISP Poland signs the work performance protocol.
- 10.9 The fact that Bilfinger ISP Poland signs any of acceptance protocols shall not release the SP from its liability for proper performance of obligations arising out of the contract/ obligation, in particular from the obligation to eliminate any defects in the contract performance.
- 10.10 At any time, Bilfinger ISP Poland Sp. z o.o. shall be entitled to control the progress of works performed under a contract/ an order in the scope of the SP's fulfilment of obligations and responsibilities. Bilfinger ISP Poland. control shall not release the SP from any of its obligations arising out of the contract/ order.

11. Rights in case of defects

- 11.1 If during acceptance activities Bilfinger ISP Poland identifies any deficiencies, defects, faults or inconsistencies, including those preventing correct functioning of the object of the contract/ order, the SP shall be obliged to eliminate such deficiencies, defects, faults or inconsistencies within a time limit specified by Bilfinger ISP Poland. In such an event, the acceptance protocol shall be signed as soon as the SP meets its obligations.
- 11.2 In the case of discovering defects, Bilfinger ISP Poland may, at its discretion, demand their rectification or replacement within a time limit specified by Bilfinger ISP Poland. starting on the date of receipt of a related written notification sent by Bilfinger ISP Poland. If Bilfinger ISP Poland exercises any of the above mentioned rights, rights of Bilfinger ISP Poland to cancel a contract/ an order or commission a replacement contractor with a delivery/ repair of services provided shall neither be excluded nor limited.
- 11.3 Should essential defects preventing the use of the object of a contract/ an order be found, Bilfinger ISP Poland shall be entitled to demand a price reduction or that the contract/ order is performed anew.
- 11.4 Irrespective of other arrangements, the SP shall rectify damage caused to Bilfinger ISP Poland and its contractors as a result of defects of works performed, or due to untrue declarations or guarantees. In addition, the SP shall release Bilfinger ISP Poland from any liability arising in connection with defects of goods delivered or

works performed by the SP, in particular by the reimbursement or payment of penalties, compensations and costs of legal actions and administrative proceedings incurred.

- 11.5 Apart from warranty, the SP shall grant a guarantee for the object of a contract/ an order for the term of the contract. The guarantee shall mean that the contractor guarantees that the object of the contract/ order has been performed without any defects and in a proper manner, and in the case of discovering any defects of the object of the contract/ order, the SP shall be held liable for improper performance of an obligation as provided for in the contract/ order and provisions of law.
- 11.6 The SP shall be obliged to remove any and all defects and faults identified during the guarantee and warranty period within technically reasonable time and without undue delay, but not later than 14 days from receiving a written or oral notification of defects and faults, unless another term is agreed on by the parties.
- 11.7 Any defects identified during the guarantee and warranty period shall be removed by the SP free of charge.
- 11.8 Bilfinger ISP Poland shall report defects and faults orally, in writing, by fax, or by e-mail.
- 11.9 If the SP does not take any actions in order to eliminate such defects within 1 day of Bilfinger ISP Poland notification or if the SP does not eliminate defects within a specified time limit, Bilfinger ISP Poland may, without prejudice to other rights to which it is entitled, commission a third party to eliminate such defects at the cost and risk of the SP without the obligation to obtain an approval of a common court.

12. Payment

- 12.1 All payments to SP will be made by Bilfinger ISP Poland only upon receipt of an invoice and a work performance report signed by both parties. Invoices and dedicated invoice attachments can be sent electronically to invoice.isppl@bilfinger.com. Invoices must contain the order number, the person commissioning the work, the correct, due amount of remuneration calculated in accordance with the order and a sufficiently detailed description of the services provided, including the correct service code, in accordance with the nomenclature specified in *Polish Classification of Goods and Services* (PKWiU), as well as any payments received and the address to invoices provided by Bilfinger ISP Poland. The payment date is counted from the date of receipt of the invoice by Bilfinger ISP Poland. Payments will be made by bank transfer to the SP account indicated on the invoice on the first working Wednesday after the payment date set and specified by the parties in the contract / order (also applies to payments with a discount). All payments are made in the form of a bank transfer to the SP account in the country where the services are to be provided under the contract / order or in the country in which the SP has a head office (registered).
- 12.2 The SP shall not be entitled to issue the VAT invoice before Bilfinger ISP Poland signs the relevant acceptance protocol, except for the event when Bilfinger ISP Poland agrees to it in writing.
- 12.3 Unless otherwise indicated in the contract/order, the SP shall accept the the following payment period:
- payment immediately upon the receipt of an invoice with a 4% discount
 - 30 days with a 3% discount
 - 45 days with a 2% discount
 - 60 days without discount
- 12.4 The payment date shall be the date of crediting the bank account of Bilfinger ISP Poland.
- 12.5 In the event of presenting an incorrect VAT invoice, invoices without the service code, according to the nomenclature specified in the *Polish Classification of Goods and Services* (PKWiU) or with the incorrect *Polish Classification of Goods and Services* (PKWiU) code, or an invoice without the documents referred to above, or an invoice issued without any grounds, Bilfinger ISP Poland has the right to withhold payment until the correct invoice / set of documents is presented.
- 12.6 The SP may only transfer receivables arising out of a contract/ an order with a written consent of Bilfinger ISP Poland, otherwise invalid.
- 12.7 The SP shall have the right to charge statutory interest on a payment made with delay.

13. Contractual penalties

- 13.1 The SP's obligation defined in the GTTCSP or in a contract/ an order to pay Bilfinger ISP Poland contractual penalties in the case of non-performance or improper performance of the contract/ order 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.
- 13.2 Any and all contractual penalties and compensations due to Bilfinger ISP Poland from the SP shall be paid by the SP to Bilfinger's ISP Poland bank account within 14 days from the date of a written demand drawn-up by Bilfinger ISP Poland.
- 13.3 If the SP's performance of a contract/ an order is delayed, the SP shall pay Bilfinger ISP Poland a contractual penalty in the amount of 0.2% of the gross value of the contract/ order for each started day of delay.
- 13.4 If the SP terminates a contract/ an order without giving reason or for reasons attributable to the SP, the SP shall pay Bilfinger ISP Poland a contractual penalty in the amount of 10% of net contractual consideration.
- 13.5 In the event that Bilfinger ISP Poland is penalized by an authorized entity for incorrectly entering the service code and it is done by the SP fault, the amount of the penalty will be deducted from the amount to pay Bilfinger ISP Poland current obligations to the SP. If the liabilities do not allow the penalty to be deducted, the SP shall immediately pay the amount of the penalty to Bilfinger ISP Poland account.
- 13.6 If as a result of an improper performance of a contract/ an order the damage exceeds the amount of the contractual penalties charged, Bilfinger ISP Poland shall have the right to seek supplementary damages on terms and conditions provided for in the Civil Code.

14. Occupational safety

- 14.1 The SP shall be obliged to abide by any and all applicable provisions of law and specific terms and conditions and/ or internal regulations adopted by Bilfinger ISP Poland. It particularly refers to meeting requirements related to the provisions in the following fields: construction law, occupational health and safety, fire safety and environmental protection.
- 14.2 In respect of the above, the SP shall take full responsibility for adverse effects of its actions, omissions or negligence in the scope of occupational health and safety, fire safety, and environmental protection for Bilfinger ISP Poland, the construction site, and third parties.
- 14.3 Unless the parties agreed otherwise in a contract/ an order or under a separate written agreement, works may be started as soon as:
- a contract/ an order is drawn up and signed by both parties in which the SP declares that it has read, understood and accepted the terms and conditions defined in the contract/ order and in the GTTCSP,
 - the following employee qualifications for carrying out tasks related to the performance of the contract/ order required by the applicable provisions of law are presented:
 - professional qualifications (e.g. welding certificates, working at heights training certificates, scaffolding qualifications),
 - valid medical certificates for hired employees,
 - valid OHS initial and periodic trainings,
 - copies of valid decisions/ permits issued by competent administrative bodies are submitted,
 - all employees hired for the purposes of performing the order are trained in the scope of the identification and elimination or minimising of dangers typical of their positions and place of carrying out works,
 - the SP appoints its representative supervising works and OHS coordinator,
 - approvals/ certificates relating to the equipment to be used by Bilfinger ISP Poland for the purposes of contract/ order performance (e.g. safety equipment, crane slings, scaffoldings) are presented at Bilfinger's ISP Poland request.
- 14.4 The SP shall be strictly obliged to equip its employees with personal protective equipment (protective helmets, goggles, footwear etc.) in compliance with the OHS regulations being in force on the construction site.
- 14.5 The SP shall be obliged to immediately inform Bilfinger ISP Poland about any accident at work (immediately orally and in writing within 12 hours) and to secure the place of accident. Bilfinger ISP Poland shall reserve its right to participate in the investigation concerning the circumstances and causes of such an accident, if the accident at work happened in connection with the performance of the contract/ order.
- 14.6 The SP shall be obliged to immediately provide Bilfinger ISP Poland with documents concerning any event regarded as a potential accident at work which occurred during the performance of works for Bilfinger ISP Poland.
- 14.7 The SP shall be obliged to comply with the 5S principles when performing contracts for Bilfinger ISP Poland.
- 14.8 The SP shall be subject to the penalty card system adopted in Bilfinger ISP Poland related to employees' violations of occupational safety requirements. The amount of penalties imposed on the SP under the penalty card system shall be deducted from the amount indicated in the invoice for services provided by the SP.
- 14.9 If as a consequence of recurring or gross violation of the regulations referred to above Bilfinger ISP Poland exercises its right to stop the performance of works or cancel/ terminate the contract/ order, the sole responsibility shall be borne by the SP.

15. Jurisdiction/ governing law

- 15.1 The Parties shall be subject to Polish law. Any disputes which cannot be resolved by negotiation between the Parties shall be decided by the court having local jurisdiction over Bilfinger ISP Poland.
- 15.2 These GTTCSP shall constitute an integral part of the contract/ order concluded by the SP and Bilfinger ISP Poland. In case of conflicts or discrepancies, the text of the contract/ order shall prevail.
- 15.3 Any changes and supplementations of the GTTCSP shall be made in writing, otherwise invalid.

16. Severability clause

- 16.1 If the provisions of these GTTCSP, the contract/ order are or become ineffective and/or unenforceable in full or in part, it shall not affect the validity of other provisions.

The same applies if the GTTCSP or the contract/ order do/does not provide relevant information. The ineffective or unenforceable provision or the gap shall be replaced/supplemented with an appropriate regulation having a meaning possibly close, if possible, to the original intent of the Parties as well as the meaning and aim of the GTTCSP, the contract/ order, if such a regulation is taken into consideration when making an agreement or following adoption of the provision.

17. Code of Conduct for Suppliers and Associated Termination Right

- 17.1 **Code of Conduct for Suppliers:** The SP 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 SP any amendments to the Code of Conduct for Suppliers.
- 17.2 **Associated Termination Right:** The SP acknowledges and agrees that any breach of this Clause 17 (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 / order 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 17.2 (Associated Termination Right).

18. Sanctions, Export Control and Origin of Goods

- 18.1 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.
- 18.2 The SP 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.
- 18.3 Without the prior consent of the Bilfinger ISP Poland, the SP 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.
- 18.4 Without the prior consent of the Bilfinger ISP Poland, the SP shall furthermore not be entitled to deliver goods subject to Chinese export control law or to incorporate them into deliveries.
- 18.5 The SP 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 SP agrees to keep the Bilfinger ISP Poland informed at any time of any changes that may occur by written notice.
- 18.6 The SP 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.
- 18.7 The SP 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 SP having breached any of the above obligations, unless such breach of obligation is not attributable to the SP.

19. Company status statement

- 19.1 Bilfinger ISP Poland 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.

20. Confidentiality and Data Protection

- 20.1 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.
- 20.2 In particular, the Supplier shall be obliged to keep the following secret: information on discounts, payments deadlines, arrangements, product specifications, technological data.
- 20.3 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.
- 20.4 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 DSGVO). 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.
- 20.5 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.
- 20.6 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.
- 20.7 To the extent that the SP 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.
- 20.8 Without the prior consent of the Bilfinger ISP Poland, the SP shall not be entitled to use either the business relationship with the Bilfinger ISP Poland as such or its content for advertising purposes.