

§ 1. Definitions

Whenever the provisions of these General Terms and Conditions of Purchase refer to:

- 1) Purchaser - shall be understood as HYDRAPRES S.A., Bydgoszcz, Poland;
- 2) Contract - shall be understood as any agreement obliging the Purchaser to perform a non-monetary service to the Purchaser, including a contract for sale, supply, work, provision of services, transfer of rights;
- 3) Supplier - means the other party to the Contract concluded with the Purchaser;
- 4) Price - shall be understood as the monetary consideration of the Purchaser stipulated by the Contract to the Supplier;
- 5) GTCP - means these General Terms and Conditions of Purchase;
- 6) sub-supplier - shall be understood as an entity entrusted with the performance of any part or all the provision, the obligation to perform which is charged to the Supplier, not excluding the so-called sub-sub-suppliers;
- 7) Party - shall mean the Supplier or the Purchaser, collectively referred to as the Parties;
- 8) provision - shall be understood as a non-monetary benefit, which the Contract obliges the Supplier to perform, in the first instance the delivery of goods or the effect of the service provided;
- 9) goods - shall mean an item (including a product, product component, material, etc.) which the Contract obliges the Supplier to make and/or deliver.

§ 2. Preliminary Provisions

1. The GTCP shall apply to all Contracts concluded by the Purchaser.
2. If any other general terms and conditions apply to the Contract, the GTCP shall take precedence. The Supplier's general terms and conditions, insofar as they conflict with the GTCP, shall not apply between the Parties. For the avoidance of doubt, it is assumed that the Article 385⁴ § 1 of the Civil Code shall not apply.
3. Should any provisions of these GTCP conflict with the Contract, the Parties shall remain bound by the provisions of the GTCP to the remaining extent.
4. If the legal relationship resulting from the Contract is continuous, amendments to these GTCP shall be binding on the Supplier from the first day of the month following the Supplier's notification of the amendment, unless the Supplier has terminated the Contract at the earliest notice.

§ 3. Contract Conclusion

1. The contract is concluded because of an order being placed by the Purchaser and accepted by the Supplier, or because of a contract document being signed by the Supplier and the Purchaser.
2. If consecutive deliveries of the same type/assortment of goods are ordered from the Supplier, the Purchaser's orders shall be binding on the Supplier without the need for express confirmation of acceptance, provided that the order is based on the previously agreed framework terms of supply, including the agreed price, and does not exceed the previously estimated quantities.
3. Any order accepted with changes reserved by the Supplier requires explicit confirmation (acceptance of the changes) from the Purchaser.
4. Orders (statement of acceptance and other notices, respectively) may be submitted by the Parties in writing or by e-mail.
5. Order confirmations and, respectively, other notifications, shall be deemed to have been effectively made on behalf of the Supplier if they are made by a person who has previously (in previous orders, respectively other notifications) acted for the Supplier and the Supplier has not disputed these actions or even implicitly considered them to have been made on the Supplier behalf, until the Purchaser has been expressly notified of the revocation of the powers (authorisations) for this person. This rule shall apply mutatis mutandis to correspondence sent from an e-mail address from which notices were previously sent on behalf of the Supplier - until the notice is given that this address is no longer valid.

§ 4. Terms of Contract

6. The Supplier undertakes to perform the Contract with the highest professional diligence, in accordance with current knowledge, applicable laws, technical conditions and norms, rules of art, good practices, standards, as well as with the use of tools, materials, machines, means of transport with valid technical inspections, appropriate approvals, permits, permissions, certificates, legalisation certificates, etc.
7. The Supplier shall be bound by the Purchaser's instructions as to the performance of provision. The Supplier shall not be liable for any de-

fects or other negative consequences of complying with the Purchaser's guidelines only if the Supplier has warned the Purchaser of the negative consequences of complying with the guidelines given before complying with them.

8. Should the object of the Contract is the successive or serial supply of goods of a particular type/assortment, the commencement of the supply of goods or a change in any of the characteristics of the goods or the manner of their manufacture, including design, material, or the sub-supplier, shall require the clear prior qualitative acceptance of the trial lot (for newly ordered goods or the goods affected by the change, respectively).
9. The Purchaser shall have the right to inspect the Supplier or its sub-suppliers at any place and at any time in order to verify the progress of the Contract, the quality of the materials, goods, products and raw materials used, tools, machinery, techniques and methods used in the Contract performance.
10. Irrespective of quality control, the Supplier shall make it possible for the Purchaser, upon any request made at least 14 days in advance, to carry out a quantitative stock-taking (inventory) of goods manufactured to secure the Purchaser's needs and of materials/components belonging to the Purchaser for the goods packaging and transport. Any variations in the quantity of such materials/elements (the difference between the quantity of materials/elements sent to the Purchaser by the Supplier and returned on delivery shall not exceed 0.5% in respect of each type of such materials/elements. Exceeding this quantity deviation limit entitles the Purchaser to claim reimbursement from the Supplier for the cost of purchasing the missing quantity of materials/elements for packaging or transporting the goods unless the shortfall has been made up by the Supplier's own efforts and cost.
11. The Supplier may only use a sub-supplier for the performance of the Contract if the Purchaser has given its prior consent, which consent must be given in writing or electronically, otherwise null and void.
12. The Supplier shall be liable for any actions or negligence of its sub-suppliers as for its own actions or negligence.

§ 5. Delivery and Acceptance

1. The delivery of the Contract object (or the result, respectively) shall take place in its entirety, unless the Contract provides otherwise. If the subject matter of the Contract is issued in parts, the performance may be deemed to have been performed and accepted upon acceptance of the last part.
2. Unless the Contract expressly states otherwise, deliveries are made according to the Ex Works (ex-warehouse of the Supplier).
3. Ownership of the Contract object or a part thereof shall pass to the Purchaser on delivery of its whole or the relevant part, as the case may be.
4. The handing over of the provision or part thereof shall be documented by a delivery note, waybill or other similar document bearing the signature of the Purchaser.
5. All required documents relating to the provision shall be issued to the Purchaser together with the provision (including the shipping specification, bearing the order number and list of shipping contents, unit and bulk specifications, technical and design documentation, technical drawings, approvals, legalisations, certificates, etc.). Documentation submitted to the Purchaser must be complete.
6. The Purchaser shall be entitled to refuse to accept the provision issued to it in the event of its non-compliance with the Contract or quantitative shortcomings, not excluding shortcomings in the documentation referred to in Section 4, which shall be tantamount to non-performance of the Contract by the Supplier.
7. If the Contract provides for acceptance of the provision after verification of its compliance with the Contract, the acceptance shall be performed at the place and date indicated by the Purchaser and shall be documented by a separate acceptance protocol bearing the signature of the Purchaser. If non-compliance of the performance with the Contract becomes apparent during the acceptance, the Purchaser shall be entitled to refuse acceptance. In the case of non-substantial discrepancies, the Purchaser may make an acceptance and set a deadline for the rectification of the discrepancies found.

§ 6. Packaging, Marking and Securing of Goods

1. The Supplier shall be responsible for proper marking and packaging the goods in a manner that will accurately protect the goods both during loading, transport and unloading and during storage in the Purchaser's warehouse. In particular, the packaging of the goods must be such as to protect them from any damage due to handling, loading with typical equipment, including forklifts, or shifting or jostling of the cargo during transport, as well as from the effects of precipitation, air temperature and other forces of nature which are not of an extraordinary

nature (catastrophes). Packaging must also be appropriate to the specific characteristics of the goods and the requirements stated in the Supplier's instructions/guidelines. Critical (sensitive) surfaces of the goods, such as visible or treated surfaces, must be additionally protected against impact during loading, transport, and removal, in particular by using additional packaging materials such as bubble wrap. Any packaging aids must not protrude beyond the outline of the main container.

2. The Purchaser has the right to demand that detailed packaging and transport instructions for the goods, specifying the type of containers, packaging aids and other protective measures, including against corrosion, be agreed between the Parties. In this case, delivery shall take place once such instructions have been agreed between the Parties' logistics services. At the request of the Purchaser, the Supplier shall also carry out a packaging trial/test and simulation of the goods transport, and document the results.
3. The Supplier shall not be entitled to claim reimbursement of any additional costs for securing the goods during transport, loading, packaging, storage, use of necessary packaging or protective devices, including special racks, containers or loading units, carrying out packaging or transport tests/tests, etc., unless the Contract expressly stipulates otherwise.
4. In the case of serial or consecutive deliveries of goods, as a matter of principle, the Supplier shall use standard, reusable packaging, while observing the validity/life period for this type of packaging. In the event of any deviations (deliveries in alternate packaging), the prior consent from the Purchaser shall be required (one day before the delivery date at the latest). Any substitute packaging used must in any case provide the same degree of protection, adequate to that provided by the agreed standard packaging.
5. Both unit and bulk packaging must be appropriately labelled. All labels must be placed in such a way that they can be easily removed.
6. The Purchaser shall have the right to refuse to accept goods delivered in defective or unsuitable packaging, damaged containers or containers incorrectly labelled, and to claim reimbursement of the additional costs incurred because of these irregularities.

§ 7. Price

1. The Price includes the equivalent of, and all costs associated with the provision, in particular the manufacture, packaging, assembly, disassembly, loading, unloading, handling, transport, insurance of the consignment, the engagement of sub-suppliers, carriers, own employees, their accommodation, travel, etc., as well as the costs associated with the performance. The Supplier may not demand any increase in the Price, even though the extent or cost of the performance of the Contract could not have been foreseen at the time the Contract was concluded.
2. Due to the savings and benefits of long-term deliveries of goods of the same range, in the case of deliveries of goods of the same type made over a period exceeding one calendar year, the price of the goods so delivered, as agreed between the Parties, shall be automatically reduced by 3% at the beginning of each subsequent calendar year.
3. The Parties declare that they are active VAT payers. To the price expressed in net value the Supplier shall add VAT at the rate resulting from the applicable legislation.
4. The Price payment period shall be 60 days from the date of delivery to the Purchaser of an invoice issued and sent in accordance with the terms of the Contract and applicable legislation. Any errors or deficiencies and improper delivery (not excluding a breach of the requirement set out in Section 4 below) shall suspend the maturity of the Price, as shall the failure to rectify any deficiencies, faults or other non-compliance with the Contract.
5. The Supplier shall send electronic invoices to the Purchaser at the Purchaser's e-mail address indicated for this purpose.
6. The Supplier shall include the Contract number and/or Purchase Order number on the invoice.
7. The basis for the invoice is the completed provision or its part that, according to clear terms in the Contract, entitles the Supplier to claim partial payment.
8. The Price shall be paid by bank transfer to the Supplier's account indicated in the Contract and, in the event of a change therein, to the Supplier's account indicated in the last notification sent to the Purchaser. The Purchaser shall be entitled to pay the part of the Price corresponding to the VAT amount to the Supplier's VAT account under the so-called "split payment mechanism", even if the application of this mechanism for the payment to be made would not be obligatory pursuant to the applicable legislation.
9. If the Supplier's bank account is subject to the list of entities maintained by the Head of the National Tax Administration, and it is not disclosed in this list, the Purchaser may withhold payment of the Price

by notifying the Supplier. In this case, the deadline for payment shall be extended to 7 days from the date of notification to the Purchaser of the account relevant for the payment of the Price and disclosed in the list.

10. The Supplier may not claim interest for the delay period resulting from the circumstances described in Section 8.
11. The date of the Price payment shall be the date on which the Purchaser's bank account is debited.
12. The Purchaser shall be entitled to deduct its own (reciprocal) pecuniary claim against the Supplier from the Price, even if this claim is not yet due.
13. If the applicable regulations make the rights or obligations of the Purchaser, as a taxpayer or payer of tax arising from the performance or payment of the Price, conditional on obtaining a specific statement, certificate, information or other document concerning the Supplier, the Purchaser shall be entitled to withhold payment of the Price, or the relevant part thereof, until such statement, certificate, information or document is obtained from the Supplier. The provisions of Section 9 sentence. 2 and Section 10 of this Article shall apply mutatis mutandis.
14. The provisions of Section 13 shall apply to the Supplier who does not have its registered office or management on the territory of the Republic of Poland, obliging it to deliver to the Purchaser before the first payment date a valid tax residency certificate and a declaration that it is the actual owner of the Price to be paid to it.
15. If the provision is delivered in parts (in stages, periodically or continuously over a period of time) and the Contract does not specify which part of the Price corresponds to which part of the provision, in the event of termination of the Contract, the Supplier shall only retain the right to a proportionate part of the Price, i.e. such part as corresponds to the ratio of the value of the provision delivered to the date of termination of the Contract to the value of the total provisions stipulated in the Contract.

§ 8. Statements, Guarantees, Complaints

1. The Supplier shall ensure that the details concerning the Supplier's entity included in the Contract are up-to-date and true, including the tax status under which the Supplier performs the Contract, and shall notify the Purchaser immediately of any changes in this respect.
2. By concluding the Contract and throughout its performance, the Supplier shall ensure that it is entitled to freely dispose of the provision object, and that this object is not encumbered by any third-party rights or enforcement seizures, that the performance does not interfere with any third-party claims and is not intended to harm them, and that it has been released for sale in the European Union and the European Economic Area in accordance with the legal provisions, with the exception of cases in which, under the Contract, the Purchaser is responsible for taking steps to release the object of the Contract for sale. The Supplier also ensures that the provision object is not of criminal origin and that it has not been traded as part of a so-called 'tax carousel' and that it is not involved in tax fraud.
3. The Supplier guarantees the required quality, completeness, and full compliance of the provision with the Contract and that the delivered provision object or part thereof is new, unused, free of legal and physical defects and marked with the manufacturer's symbols. Regarding goods delivered following acceptance of a test batch, the Supplier shall guarantee strict conformity of the properties and manner of manufacture of the goods with that which was subject to examination by the Purchaser as part of the quality verification of the test batch.
4. Should the Agreement specify individual quality targets for goods of a particular type/assortment in DPPM figures (defective parts per million), the Supplier shall in any case be obliged to maintain a DPPM value of no more than 25. If the 25 DPPM level is exceeded, notwithstanding any other warranty or guarantee obligations, the Supplier shall be obliged to present and implement an appropriate remedial programme to the Purchaser.
5. The period of the quality guarantee is 24 months from the date of release and, if the Contract provides for acceptance of provision, from the date of acceptance. If the provision is delivered in parts, the deadline shall be calculated from the date of acceptance of the last part of the provision.
6. The Purchaser shall be entitled to complain about the provision object throughout the guarantee period, within 14 days of the discovery of a defect, fault, or non-compliance of the provision object with the Contract. Neither the notification of deficiencies, defects, or non-conformities, nor the submission of claims related thereto, shall require the use of any Supplier's forms (templates).
7. The Purchaser may take the action mentioned in Section 6 in writing, by e-mail or in any other way.
8. The Supplier shall be obliged to investigate the complaint, including, if necessary, an examination of the provision object at the Purchaser's



- premises, within 7 days of its notification. If this time limit expires without effect, the complaint shall be deemed as justified.
9. Each Party shall bear the costs of its own actions covered by the complaint procedure, with the proviso that if the validity of the complaint is confirmed, the Supplier shall be obliged to reimburse the Purchaser for the costs of the complaint procedure, including the costs of any tests/examinations commissioned to determine the causes of the defects/faults.
 10. If the provision object is faulty, the Purchaser shall, at its discretion, be entitled to:
 - a. require the Supplier to rectify a defect or deliver a defect-free item at the Supplier's expense and risk as soon as possible, or
 - b. demand a reduction in the Price or withdraw from the Contract with the right to claim damages.
 11. The Supplier shall rectify defects or replace the provision object with a defect-free one within 14 days of the complaint.
 12. As soon as a defect has been remedied or the provision object has been replaced, the period of warranty for defects and quality guarantee shall start to run anew in relation to the repaired or replaced part, or, if a major defect has been remedied, in relation to the entire provision object.
 13. The rights under the guarantee and the exercise thereof shall in no way limit the rights of the Purchaser under the mandatory warranty for defects.
 14. Should the Agreement specify individual quality targets for goods of a particular type/assortment in DPPM figures (defective parts per million), the Supplier shall in any case be obliged to maintain a DPPM value of no more than 25. If the 25 DPPM level is exceeded, notwithstanding any other warranty or guarantee obligations, the Supplier shall be obliged to present and implement an appropriate remedial programme to the Purchaser.
 15. In the event that any third party makes a claim against the Purchaser for infringement of its rights to the subject matter of the Contract or any part thereof, the Supplier shall, at the Purchaser's discretion, at its own expense and effort: (i) obtains for the Purchaser the rights necessary for the use of the provision object to the extent provided for in the Contract and pays the Purchaser for any damage resulting from the restriction of the use of the subject matter of the Contract resulting from the dispute, as well as the costs incurred by the Purchaser for participating in the dispute and awarded in the relevant procedure or third-party claims recognised by the Purchaser in agreement with the Supplier, or (ii) deliver the provision object free of legal defects, (iii) develop solutions that do not infringe on the rights of third parties and that ensure the use of the provision object to the extent provided for in the Contract, bearing the costs of their implementation.

§ 9. Responsibility

1. The Purchaser shall only be liable to the Supplier for direct material damage up to the maximum amount of the total Net Price, and if the provision object is delivered in parts - up to the Net Price of the respective part of the provision object.
2. The Purchaser shall be entitled to demand payment of contractual penalties from the Supplier in the event of:
 - a. a delay in provision delivery - in the amount of 0.2% of the total Net Price, and if the provision is delivered in parts - in the amount of 0.2% of the Net Price of a given part of the provision object for each started day of delay,
 - b. delay in rectifying a defect (non-compliance with the Contract) - in the amount of 0.2% of the total Net Price for each commenced day of delay,
 - c. withdraw from the Contract in whole or in part by the Purchaser for reasons attributable to the Supplier - in the amount of 10% of the total Net Price.

The Parties agree that the total amount of the contractual penalties charged pursuant to Section 2(a) or 2(b) above may not exceed 100% of the total Net Price.

3. The Purchaser shall be entitled to claim from the Supplier, on general principles, compensation for damages exceeding the amount of the stipulated contractual penalties.
4. The Purchaser shall be entitled to claim payment of the stipulated contractual penalties at its own discretion, including jointly the contractual penalty for withdrawal from the Contract and for delay up to the date of withdrawal.
5. The Supplier shall pay the accrued contractual penalty within 7 days of the relevant request (note).
6. The Supplier shall be liable to the Purchaser for any damages, including for any costs (losses) and benefits lost because of the Supplier's non-performance or improper performance of its obligations under tax law, including for the Purchaser's loss or inability to deduct the VAT charged in an invoice issued by the Supplier.

7. In the event of a delay in the performance of the Contract in whole or in part, not excluding obligations under warranty or guarantee, the Purchaser shall have the right to exercise substitute performance, i.e. to perform the obligation in person or with the assistance of another entity, at the Supplier's expense and risk without the need to obtain a court authorisation after having informed the Supplier of its intention to exercise this entitlement and requesting immediate performance of the Contract. The Supplier shall reimburse the Purchaser for all costs incurred by the Purchaser in connection with the replacement performance.
8. The Supplier shall provide and produce at any request of the Purchaser a document confirming that the Supplier's liability insurance contract required by the Contract has been concluded.

§ 10. Intellectual Property Rights

1. By entering the Contract and thereafter throughout the term of the Contract, the Supplier warrants that it is or will be entitled to dispose of the copyright, to the extent consistent with the Contract, including the subsequent paragraphs of the GTCP, in all works that constitute the provision object or are performed and released to the Purchaser by the Supplier under the Contract.
2. With the handover of the work or a part thereof to the Purchaser, the entire copyright in the works created under the Contract shall be transferred to the Purchaser, without any limitation in time or territory. The transfer of copyrights shall cover all fields of exploitation known on the date of conclusion of the Contract, not excluding any of those described in Article 50 of the Act on Copyright and Related Rights (reproduction, preservation, trade, and distribution of the work - in all forms and techniques). In the first instance, the transfer of economic copyright in works covers the following fields of exploitation:
 - 1) direct use of copies of the work in the Purchaser's own operations, including as blueprints, templates, instructions, and other materials implemented for use by the Purchaser's employees and services,
 - 2) recording and reproducing the work by any technique, including printing or reproduction, as well as magnetic recording and digital technique, by placing in correspondence, letters, studies, and other documents (written or digital), on advertising materials, business cards, recording and reproducing the digital recording of the work in the memory of a computer, other devices, on any digital carrier,
 - 3) marketing, lending, or leasing the original or copies of the work;
 - 4) making the work available to the public in such a way that everyone can have access to it at a place and time of their own choosing, disseminating the work in any other way, including through display, distribution and distribution of advertising and information materials, placing and using on websites, making available on the Internet and any other ICT networks, displaying, reproducing, transmitting and broadcasting (emission), including in television programmes (broadcasts, advertisements and other multimedia works), Internet channels (services), social networks,
 - 5) further disposing of, licensing or otherwise authorising the use of the work, as well as collecting benefits,and shall also include
 - 6) irrevocable right to: make, dispose of and use the developments (adaptations, modifications, compilations, optimisations, translations, rearrangements or any other changes to the work, including its use in part or in whole and its combination with other works) in all fields of exploitation specified above (exercise of subsidiary rights); and to further permit the exercise of subsidiary rights, including the disposal and use of the developments in all fields of exploitation specified above.
3. In addition, the Supplier shall be obliged not to exercise, by itself and to ensure that no third parties exercise their moral rights in the works, including the right to mark the work with their name and to oppose interference with the content and form of the work and not to supervise the use of the work, and at the same time grants the Purchaser an irrevocable authorisation to exercise the moral rights of the creator of the works.
4. To the extent that the work will be performed by subcontractors, employees or other persons used by the Supplier, the Supplier guarantees the effective transfer of rights to the Purchaser to the extent described in Sections 2-3.
5. If, in connection with the Supplier's performance of the contract, solutions are created that have the appearance of an invention, industrial design or utility model, the industrial property rights to such solutions shall vest in the Purchaser.
6. In doing so, the Supplier shall indemnify and hold the Purchaser harmless against all claims made by the creators of the solutions referred to

in section 5, including compensation for the use of these solutions by the Purchaser.

- The Supplier shall not be entitled to any remuneration or other type of consideration for the services described in the preceding paragraphs, including the transfer of economic copyrights, unless expressly agreed between the Parties in writing under pain of nullity.
- The Purchaser shall be entitled to refer to the fact of cooperation with the Supplier, including the use of the Supplier's trademarks in its own information and marketing materials.

§ 11. Confidentiality

- The parties to the Contract shall keep the provisions of the Contract, as well as any information acquired in connection with its execution, confidential, including:
 - personal data within the meaning of the GDPR regulations,
 - information constituting the Party's business secrets.
- The Parties shall use the information listed in Section 1 above only for the purpose of the Contract performance.
- The obligation of confidentiality shall apply to information, which is generally known, or information made available at the request of an authority which, according to the applicable legislation, is entitled to request the disclosure of such information.
- The obligation of confidentiality shall apply for as long as the information remains confidential, in accordance with the legal provisions in force in this regard, but for a period of no less than 5 years from the date of transmission.
- Each Party may only disclose the information referred to in Section 1 above to persons who will be involved in the performance of the Contract. Each Party undertakes to inform such persons of their obligations under the preceding sections and to undertake to comply with them. The Party shall be liable for any breach of confidentiality by such persons.
- The obligation of confidentiality shall cease to the extent that the disclosing Party consents in writing to the disclosure.

§ 12. Personal Data Protection

- Each Party to the Agreement shall process the personal data provided by the other Party in a manner consistent with the applicable provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR).
- The Purchaser (as a data controller) entrusts the Supplier with the processing of the personal data it has collected in accordance with applicable laws and regulations, located in the Supplier's ICT system, including data concerning the Employees and contractors of the Purchaser.
- The Supplier, for the purposes and to the extent not exceeding the activities necessary for the execution of the Contract, is authorised to process the entrusted data in electronic form.
- The Supplier shall process the entrusted personal data only for purposes related to the performance of the Contract and only to the extent necessary to fulfil its purposes.
- The personal data entrusted to it under the Contract will be processed at the Supplier's premises. If the Supplier processes the data at another location, it shall inform the Purchaser of this in writing before processing at the other location.
- The Supplier undertakes to apply technical and organisational measures aimed at ensuring adequate protection of the personal data entrusted for processing, appropriate to the risks and the category of data protected, against their disclosure to unauthorised persons, acquisition by an unauthorised person, processing in breach of the law, and against alteration, loss, damage, or destruction.
- Only the Supplier's employees with a personal data processing authorisation may be allowed to process personal data provided under the Contract.
- The Supplier is furthermore obliged to:
 - provide the Purchaser, at its every request, with information on the processing of the personal data entrusted. In particular, the Supplier undertakes to provide immediate information on any breach of its obligations regarding the protection of personal data by the Supplier, its employees, associates or third parties to whom the Supplier has entrusted data processing;
 - inform the Purchaser without delay of any action relating to the personal data covered by this Contract before the Inspector General for Personal Data Protection, government offices, the police or the courts;
 - enable the Purchaser to carry out an inspection at the sites where the entrusted personal data are processed, at the date agreed by the Parties, but no later than within 7 calendar days of the date

on which the Purchaser notifies the Supplier of its intention to carry out an inspection, to verify the correctness of the processing and securing of the personal data;

- return to the Purchaser upon termination of the Contract any media containing the entrusted personal data or to permanently remove them from the media which cannot be returned to the Purchaser (unless the obligation to store the data results from generally applicable laws). The obligation to delete data also applies to any copies of data made by the Supplier.
- The Supplier shall, in the event of a personal data breach being identified, immediately report this to the Purchaser, no later than within 24 hours of the breach being identified.

§ 13. Force Majeure

- A Party shall not be liable for non-performance or improper performance of the Contract caused by a force majeure event (obstacle), if it immediately notifies the other Party of the event and documents the occurrence of the event and the duration of the obstacle.
- Force majeure is defined as events beyond the control of the Parties under its influence, e.g. earthquake, fire, flood, hurricane, explosion/explosion, action of the elements, accident, war, threat of war, mobilisation, riot, rebellion, sabotage, terrorist attack, insurrection, civil unrest or requisition, epidemics, riots, declared general strikes in the relevant business sectors, roadblocks, imposed embargoes, official decisions of authorities and public administrations.
- If the period of force majeure lasts longer than 30 days, the Parties may at their discretion (i) jointly agree on a further course of action to fulfil their obligations under the Contract or (ii) withdraw from the Contract.

§ 14. Correspondence

- Any current agreements, instructions, notifications, notices, etc., concerning the execution of the Contract may be made in writing or by e-mail to the addresses of the Parties indicated in the Agreement and, in the case of written notification of a change in the data indicated in the Agreement, to the address last indicated by the Party.
- Persons designated by a Party in the Contract as its representatives or coordinators shall be deemed to be authorised to make and receive on behalf of the Party the representations referred to in Section 1.
- The use of e-mail does not apply to declarations on the amendment, termination, dissolution, withdrawal from the Contract concluded in writing, nor to changes to the bank account for the payment of the Price. These actions must be in writing under pain of nullity.
- The provisions of Section 3 also apply to any additions or amendments to the Contract concluded in writing, except for amendments to the GTCP, which may also be effectively notified to the Supplier by e-mail.

§ 15. Code of Ethical Conduct

The Supplier shall comply with the principles arising from the provisions of the Hydrapres S.A. Code of Ethics, which is an integral part of these GTCP, and to respect the principles of honesty, respect for human dignity, employee health and safety, care for the environment, and against corruption, exploitation, forced labour and discrimination. The Code is published at: https://hydrapres.pl/images/kodeks-etyczny/code_of_conduct.pdf

§ 16. Final Provisions

- The Supplier may not assign any of its rights and obligations under the Contract without the prior consent of the Purchaser in writing, under pain of nullity.
- The Parties agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, made in Vienna on 11 April 1980.
- If any provision of the Contract or the GTCP is found to be invalid, in whole or in part, this shall not affect the validity of the remaining provisions of the Contract or the GTCP. The Parties shall replace such a provision with another provision that corresponds to the meaning and purpose of the affected provision.
- Any disputes arising out of or in connection with the Contract shall be settled exclusively by the Polish common court with jurisdiction over the registered office of the Purchaser.
- The Contract shall be governed by the law of Poland.
- If the Contract has been drawn up in two language versions, the Polish version shall be binding to resolve any discrepancies between them.