

# GENERAL TERMS AND CONDITIONS OF PURCHASE (hereinafter referred to as GTCP)

adopted by Resolution of the Management Board of  
Uni-Bitumen Sp. z o.o. with its main office in Gdansk

## § 1

### General provisions

1. These GTCP shall apply to the purchase of goods, that are raw materials, intermediates, components for processing in the production process and goods for further resale.
2. Provisions different than those provided for in GTCP shall be null and void unless agreed in the form of a document by the Parties.
3. Any other agreements on contractual or order conditions made between the Parties in any other form than in the form of a document shall be replaced with these GTCP, which shall prevail over such arrangements.

## § 2

### Definitions

The terms indicated below shall have the following meanings:

<b>Good/Goods</b>	mean raw materials, intermediates or components required for the production process or products to be further resold by the to Uni-Bitumen;
<b>Uni-Bitumen</b>	means Uni-Bitumen Sp. z o.o. with its main office in Gdansk, post code 80-718, at ul. Elbląska 135, entered into the Register of Entrepreneurs by the District Court Gdańsk-North, 7th Commercial Division of the National Court Register under National Court Register No. 0000888602, with a share capital of PLN 2.900.000,000, Tax ID (NIP) 954-282-46-18, Enterprise ID (REGON) 388400227, Waste Database (BDO) No. 000578450, which has the status of a large enterprise within the meaning of art. 4c of the Act of 8.03.2013 on counteracting excessive delays in commercial transactions;
<b>Supplier</b>	means an entity delivering Goods to Uni-Bitumen;
<b>Delivery</b>	means the delivery of Goods to Uni-Bitumen at the Place of Delivery and in a manner allowing Uni-Bitumen to collect the Goods in accordance with the Order and the provisions of these GTCP;
<b>Order</b>	means a declaration of intent of Uni-Bitumen specifying the type and quantity of Goods or of Goods and services, type of Delivery, type of payment, that is aimed directly at concluding a contract between Uni-Bitumen and the Supplier;
<b>Place of delivery</b>	shall mean the place where the Supplier shall deliver Goods as indicated by Uni-Bitumen in the Order.

- Delivery document** shall mean a document confirming the Delivery (depending on the mean of transport: delivery note, CMR, CIM, internal receipt or other equivalent);
- Business days** shall mean all days, excluding Sundays and public holidays in Poland;
- Packed goods** shall mean Goods put in unit packaging of any kind (for example in bags, canisters, barrels, IBC containers, DPPL), whose nominal quantity, equal for the entire batch, is measured without participation of Uni-Bitumen and may not be changed without damaging the packaging.

### § 3 RFQ, Orders

1. A request for quotation (RFQ) made by Uni-Bitumen shall include a question about the possibility of delivery of the Goods in the designated assortment and quantity within the designated period, as well as a request for price indication. Uni-Bitumen shall also indicate in the RFQ the date by which the Supplier should respond to it.
2. In the response to the RFQ, the Supplier shall be obliged to send Uni-Bitumen, in addition to the proposed commercial terms and conditions, the material safety data sheet and the technical specification. In case of any changes to the content of the documents referred to in the preceding sentence, the Supplier shall immediately submit to Uni-Bitumen their updated copies.
3. The Parties may agree on guaranteed quantities (that is total quantity of Goods to be delivered in a given period) that the Supplier undertakes to sell and deliver to Uni-Bitumen. Guaranteed quantities shall be binding. The Supplier shall be ready to deliver the guaranteed quantities in a given month, counting from its first day, unless the Parties have agreed otherwise, and Uni-Bitumen undertakes to collect the Goods in the quantity resulting from the guaranteed quantities and to pay their price.
4. In case of a failure to deliver the guaranteed quantities in accordance with the Order, Uni-Bitumen shall charge the Supplier with a contractual penalty of 5% of the net value of the given batch of the Goods for each consecutive day of the delay, however, of no more than 30% of the net value of the given batch of the Goods. § 5 section 4 of GTCP shall apply.
5. Unless otherwise agreed pursuant to § 1 section 2 of the GTCP, Uni-Bitumen shall send the Order to the Supplier in the form of a document from the personal e-mail box of an employee of Uni-Bitumen no later than 2 business days before the date of the Delivery.
6. The Supplier shall acknowledge receipt of the Order no later than by 3 p.m. on the day it is received. If the Order is not accepted in any part, the Supplier shall be obliged to inform Uni-Bitumen about its refusal to accept the Order or about the scope of the Order that cannot be fulfilled.
7. An Order placed on a business day after 1 p.m. or on Saturday or on a statutory holiday shall be considered to be received by the Supplier on the next business day.
4. Uni-Bitumen may change the quantity of the Goods indicated in the Order or the Place of Delivery within 2 days before the planned date of the Delivery.
5. The Supplier is obliged to inform Uni-Bitumen about the exact quantity of the Goods loaded on each mean of transport no later than on the day following the day of loading the Goods, if the quantity is different than the quantity indicated in the Order submitted by Uni-Bitumen.
6. The Supplier undertakes to comply with the applicable laws, regulations and other documents of law currently in force in Poland and abroad.
7. In case of excise goods, the Supplier undertakes to comply with the provisions of the tax law in respect of the production, movement and consumption of excise goods, in particular their manufacture, refining, processing, denaturing, bottling, acceptance, storage, delivery, transport and destruction, and in respect of marking and colouring, use of excise stamps and marking the goods with excise stamps.

8. In case of intra-community deliveries, the Supplier undertakes to issue and submit to Uni-Bitumen all documents required for correct documentation and settlement of the Goods delivery as part of an intra-community transaction.
9. The Supplier undertakes to compensate Uni-Bitumen for any negative financial consequences resulting from the Supplier's failure to comply with the requirements of the EU legislation, in particular regarding VAT and excise duty.

#### **§ 4**

##### **Certificates, declarations of conformity**

1. The Goods supplied to Uni-Bitumen must meet the quality requirements set out in the provisions of the applicable law, the Order and the GTCP as well as be admitted for trading and use in Poland and have a valid quality certificate required by the Polish law (in particular approvals, attestations and certificates).
2. The documents referred to in section 1 above shall be delivered to Uni-Bitumen with every Delivery and upon every request of Uni-Bitumen no later than 3 days from the date of the request. The quality certificate shall confirm that the Goods comply with quality requirements and shall be drawn up in Polish or translated into Polish from the original document issued by the manufacturer.
3. Failure by the Supplier to provide the documents referred to in this paragraph, upon delivery of the Goods, shall entitle the Recipient to refuse to accept them and to return the Goods at the expense and risk of the Supplier.
4. The Supplier is obliged to provide, before the planned delivery, for acceptance by Uni-Bitumen, the technical specification, after any change or update to it, by e-mail or post to the address of Uni-Bitumen.

#### **§ 5**

##### **Delivery**

1. Unless agreed otherwise, Deliveries shall be made at the Supplier's cost on DDP place of delivery terms (according to Incoterms 2010).
2. The ownership of the Goods shall be transferred at the moment of their collection by Uni-Bitumen. The risk of accidental loss or damage to the Goods shall pass to Uni-Bitumen at the moment resulting from the agreed Delivery terms, and in case of any doubts, at the moment indicated in the first sentence.
3. In case of a delay in the Delivery exceeding 3 (three) days, the Supplier shall be obliged to pay Uni-Bitumen for each started day of the delay a contractual penalty in the amount of 5% of the net value of the given batch of Goods, but no more than 30% of the net value of the given batch of the Goods, within 7 days from the delivery of the debit note. Payment of contractual penalties for a delay does not release the Supplier from the obligation to deliver the Goods, unless the Parties agree otherwise.
4. If the amount of the damage exceeds the amount of the reserved contractual penalties, Uni-Bitumen shall have the right to claim compensation in its full amount under general rules of law. Uni-Bitumen is also entitled to claim compensation for non-performance or improper performance of the Order in cases for which no contractual penalties have been provided for in these GTCP or in the Order.
5. The acceptance of the Goods at the Place of Delivery shall be performed by a person authorised by Uni-Bitumen, initially verifying the quantity of the Goods, their packaging, correctness and completeness of the documentation provided in accordance with § 4 of the GTCP, as well as confirming the Delivery Documents in two copies, one of which is intended for the Supplier.
6. Acceptance of the Goods does not include checking of the quality of the Goods, unless the Parties agree otherwise and an authorised representative of the Supplier is present during the acceptance activities.

7. The initial quantitative acceptance of the Goods by Uni-Bitumen does not exclude the rights under the warranty for defects nor the quality guarantee.
8. At each request of Uni-Bitumen, the Supplier shall submit samples of the Goods sold to Uni-Bitumen to the person or independent external entity indicated by Uni-Bitumen.
9. In every case when the assessment shows an inconsistency of the Goods with the quality requirements, the inspection costs (of tests, samples delivery and collection and conduction of laboratory tests) shall be covered by the Supplier. Payment shall be made after the aforementioned costs have been documented by Uni-Bitumen, within 7 days of the date of delivery of the accounting document to the Supplier. In every case when the assessment does not show any inconsistencies of the Goods with the quality requirements, the costs of inspection (tests, samples delivery and collection and conduction of laboratory tests) shall be covered by Uni-Bitumen.
10. The Supplier shall inform Uni-Bitumen about any changes to the source of origin of the Goods delivered immediately and each time before the planned Delivery.
11. The Supplier is obliged to quote the Uni-Bitumen's Order number on the Delivery document and on the quality certificate.
12. If Uni-Bitumen refuses to collect the Goods, the Supplier shall be obliged to immediately remove them from Uni-Bitumen's premises. The Supplier's failure to collect the Goods shall entitle Uni-Bitumen to require that the Supplier reimburses the costs of storing the Goods or to have a third party store the Goods at the risk and cost of the Supplier, an in case of perishable or dangerous Good - to dispose of them at the cost and risk of the Supplier, to which the Supplier hereby agrees.

## **§ 6 Packaging**

1. Provisions of this paragraph shall apply to Packed goods.
2. The Supplier shall pack the Goods in a way making it possible to verify the Delivery's compliance in terms of quantity and assortment with the Orders and the Delivery documents without damaging the packaging.
3. Any packaging intended for the transport of dangerous goods must be compliant with the ADR requirements.
4. The Supplier is obliged to pack the Goods delivered in a way protecting them against damage during transportation, unloading and storing, taking into consideration the specificity of the Goods delivered, as well as allowing for their safe unloading, and to adjust the packaging to the requirements set by applicable legal regulations.
5. Packed goods shall be accepted based on weight bills or other documents confirming the quantity measured on the Supplier's calibrated scales, with the reservation that Uni-Bitumen shall have the right to check the weight of the Goods.
6. Uni-Bitumen has the right to refuse to accept a Delivery if it does not comply with any of the requirements set out in this paragraph. In such a case, the Delivery shall be deemed as non-performed, while Uni-Bitumen shall be entitled to demand payment of contractual penalties in the amount of PLN 1,500.00 for each infringement separately. Provisions of § 5 section 4 of GTPC shall apply.
7. In case of deliveries of raw materials purchased in bulk, Uni-Bitumen reserves the right to refuse to accept deliveries in packages of less than 800 kg. The allowed tonnage of one unit of Big Bag packaging is between 800 and 1000 kg.
8. In case of delivery of Goods in a manner preventing safe unloading of packaging, in particular in the case of discovery of damage, tilting of the packaging (of a Big Bag type) or its slipping off the pallet, Uni-Bitumen has the right to refuse to accept the Goods due to the fault of the Supplier, deeming the delivery defective, while the Supplier shall be obliged to collect the defective batch of the Goods at its own cost and risk and to subsequently deliver Goods in compliance with the provisions of the GTCP. Provisions of § 5 section 12 of GTPC shall apply.

9. The Supplier undertakes to collect empty packaging at the time indicated by Uni-Bitumen, unless the Parties agree otherwise.

## **§ 7**

### **Invoicing**

1. Subject to provisions of section 2 below, the Supplier shall issue an invoice after each Delivery no later than within 7 (seven) days from the Delivery date. If the acceptance activities connected with the given Delivery shall last longer than for one day, the last day of such activities shall be deemed as the date of the Delivery.
2. The Supplier shall issue an invoice on the basis of Delivery Documents confirmed by Uni-Bitumen.
3. Each time, Uni-Bitumen shall verify the compliance of the issued invoice with the quantity of the Goods delivered and the prices established.
4. In case of an intra-community transaction, the Supplier shall issue and submit to Uni-Bitumen all documents required for correct documentation and settlement of the Delivery of the Goods as part of the intra-community transaction. In case of non-compliance with the above terms, the Supplier undertakes to compensate Uni-Bitumen for any negative financial consequences arising from it.
5. Uni-Bitumen accepts electronic transmission of invoices, corrective invoices, duplicate invoices and debit notes (hereinafter also referred to as "invoices").
6. The Supplier is obliged to send invoices via e-mail, in the PDF format. The Supplier guarantees the authenticity of origin, integrity of the content and legibility of the invoices.
7. Electronic invoices shall be sent to the following e-mail address:  
[faktura@uni-bitumen.pl](mailto:faktura@uni-bitumen.pl)
8. The moment of the receipt of the invoice sent by the Supplier shall be understood as the moment Uni-Bitumen receives an e-mail, which shall be confirmed to the sender with a message sent from the e-mail server of Uni-Bitumen.
9. Uni-Bitumen reserves the right to withdraw its consent referred to in section 5 at any moment, which shall result in the loss of the right to send electronic invoices.
10. Uni-Bitumen shall accept invoices sent in a paper form only if technical or formal obstacles shall make it impossible for the Supplier to send invoices by e-mail, about which the Supplier shall notify Uni-Bitumen before sending of the paper invoices.
11. The Parties declare that if it becomes necessary to issue a corrective invoice, they shall mutually agree on the conditions of the transaction leading to the reduction of the tax base, while the issuance of the corrective invoice shall be a confirmation of such an agreement, while the date of issuance of such an invoice shall be deemed to be the moment of such an agreement.
12. The Parties declare that if it becomes necessary to issue a corrective invoice, they shall mutually agree on the conditions of the transaction leading to the reduction of the tax base, while the issuance of the corrective invoice shall be a confirmation of such an agreement, while the date of issuance of such an invoice shall be deemed to be the moment of such an agreement.
13. The Supplier shall send a corrective invoice within 7 days from the date of receiving Uni-Bitumen's notice about an inconsistency between the invoice sent and the delivery made.
14. In case of a domestic supplier (with a tax ID with the "PL" prefix (NIP)), the remuneration shall be paid by a bank transfer, using the split payment mechanism, to the Supplier's bank account indicated to Uni-Bitumen in writing (or in the form of a document, that is a scanned letter sent by e-mail) within the deadline agreed upon by the Parties, counting from the day of receiving a correct, reliable and timely invoice issued according to the provisions of the VAT Act, executive regulations and the provisions of this Agreement. The Supplier is obliged to quote the number of the Order and indicate the representative of Uni-Bitumen. The Supplier undertakes to compensate Uni-Bitumen for any negative financial consequences, including the loss by Uni-Bitumen of the right to deduct VAT, resulting from the breach of the above mentioned terms or resulting from the occurrence of circumstances referred to in Article 88 section 3a or Article 96 sections 9 and 9a of the VAT Act; for the liability incurred by Uni-Bitumen under Article 117ba of the Act of 29 August 1997 - Tax

- Ordinance and due to the lack of possibility to post the expense as a tax deductible expense or due to the necessity to reduce the tax deductible expenses or increase the revenue pursuant to the rules specified in Article 15d of the Corporate Income Tax Act of 15 February 1992.
15. In case of a domestic supplier (with a tax ID with the "PL" prefix (NIP)), due to the application of the split payment mechanism, VAT shall only be paid in Polish currency to a bank account kept in accordance with the Polish banking law.
  16. The domestic supplier (with a tax ID with the "PL" prefix (NIP)), declares that the bank account number listed in the Table (Supplier information):
    - a) is included in the list referred to in Article 96b of the VAT Act,
    - b) is valid, and in case of a change in the number of the bank account to which the payment is to be made, the Supplier shall immediately (but no later than within 3 day from the date of such a change) notify Uni-Bitumen about the fact, while the notification shall be null and void unless made in writing.
  17. In case of other suppliers, the remuneration shall be paid by a transfer to the bank account of the Supplier indicated to Uni-Bitumen in a writing (or in a form of a document - a scan of the letter, sent by e-mail) within the term established by the Parties, calculated from the day of receiving a correct, reliable and punctually issued invoice. The Supplier is obliged to quote the number of the Order and indicate the representative of Uni-Bitumen.
  18. The change of the bank account number shall require a notification (which shall be null and void unless made in writing) made by the Supplier in relation to such a change, signed in accordance with the principles of its representation. The Supplier shall be obliged to immediately submit an appropriate notice to Uni-Bitumen, which shall be null and void unless made in writing, on the new bank account number and stating since when the new account number shall be applicable and if the previously indicated account is to be closed. If the account number indicated on the invoice is incorrect, the Supplier shall bear all the related costs and consequences.

## **§ 8**

### **Complaints**

1. A defect in the Goods shall be understood as a defect within the meaning of the provisions of the Civil Code on warranty for defects, and in particular as:
  - a) non-compliance of the Goods with the quality parameters,
  - b) clamping, contamination or dusting of the Goods to an extent making it impossible to use them for production purposes,
  - c) faulty packaging of the Goods,
  - d) non-compliance of the Goods in terms of quantity,
  - e) other physical defects of the Goods (quality or quantity defects),
  - f) legal defects of the Goods.
2. In case any quantity shortages of the Goods are found during the acceptance process, the Supplier undertakes to supplement them within 2 (two) business days, whereby  
  
for each day of a delay in making the Delivery in the full quantity resulting from the Order, Uni-Bitumen shall charge the Supplier with a contractual penalty of 5% of the net value of the given batch of the Goods, however, no more than 30% of the net value of the given batch of the Goods. § 5 section 4 of GTCP shall apply.
3. In case surplus quantities of the Goods are found, the Supplier shall be obliged to collect them at its own cost and risk, unless Uni-Bitumen accepts the surplus amounts.
4. If quality defects of the Goods are found in the course of the acceptance process, Uni-Bitumen shall be entitled to refuse to accept the Goods in its entirety or part. The Supplier shall remove, at its own cost and risk, the Goods not collected by Uni-Bitumen, and shall deliver Goods that are free of defects within 2 (two) business days, however, for each day of delay in the performance of the Delivery in accordance with the Order Uni-Bitumen shall charge the Supplier with a contractual penalty of 5% of the net value of a given batch of Goods, however no more than 30% of the net value of a given batch of Goods. § 5 section 4 of GTCP shall apply.

5. If quality defects are found in the Goods delivered, the Supplier shall remove, at its own cost and risk, the Goods which Uni-Bitumen collected and shall deliver Goods that are free from defects within 2 (two) business days, however, for each day of delay in the performance of the Delivery in accordance with the Order Uni-Bitumen shall charge the Supplier with a contractual penalty of 5% of the net value of a given batch of Goods, however no more than 30% of the net value of a given batch of Goods. § 5 section 4 of GTCP shall apply.
6. In cases indicated in sections 2 and 3, a complaint report shall be drawn up, including a description of the defect recognised by the Supplier. The person performing the delivery on behalf of the Supplier shall be authorised to make declarations of intent regarding the acknowledgement of defects.
7. In case defects of the Goods are found after their collection is made, Uni-Bitumen may make a complaint to the Supplier within 14 days from the finding the defect.
8. Complaints shall be made in writing or in the form of a document, which shall include e-mail or fax. At the request of the Supplier, Uni-Bitumen shall send the delivery note/CMR number, quality certificates and photos of the Goods or a report from the Goods examination.
9. In case of a complaint, Uni-Bitumen is obliged to secure the faulty batch of the Goods in order to allow the representative of the Supplier or a third party to evaluate them, to draw up a weighing report or a report on Goods quantity inconsistencies.
10. The Supplier shall respond to the complaint of Uni-Bitumen within 3 (three) business days in a form described in section 6. Failure to respond to the complaint within this period shall mean that the complaint has been accepted in its full extent.
11. If the complaint of Uni-Bitumen proves to be justified, the Delivery is deemed as non-performed to the extent covered by the complaint. In such a case Uni-Bitumen shall be entitled, in particular, to demand contractual penalties for a delay in the Delivery pursuant to the provisions set out in § 5 sections 3 - 4 of the GTCP, calculated until the date of delivery of free from defects Goods in an appropriate quantity, and the Supplier shall be obliged to deliver the free of defects Goods and to remove the defective Goods from Uni-Bitumen's premises within 2(two) business days from the date of deeming the complaint justified. In case of a delay in removing defective Goods in relation to the time limit specified in the preceding sentence, Uni-Bitumen shall charge the Supplier with a contractual penalty of 5% of the net value of a given batch of the Goods for each consecutive day of the delay, however, no more than 30% of the net value of a given batch of the Goods.
12. If the Supplier fails to deliver Goods that are free from defects in accordance with sections 2, 3 or 9 within 3 (three) business days from the date of issuance of the complaint protocol referred to in section 4 above, or if the complaint is considered justified, as well as in case of unjustified refusal to accept the complaint, Uni-Bitumen shall have the right to withdraw from the given Order in its entirety or in its unfulfilled part at its own discretion. A statement on withdrawal from the Order does not have to be preceded with Uni-Bitumen's indication of an additional term for performance and may be submitted within 14 days from the day on which the reason for the withdrawal occurred, but not later than 30 days from the delivery date indicated in the Order.
13. The Supplier is obliged to cover all costs related to a justified complaint, including the costs of returning faulty Goods, costs of re-Delivery and costs related to storing, securing or disposing of the faulty Goods. The Supplier shall pay those receivables to Uni-Bitumen after Uni-Bitumen provides evidence of their amount within 7 days from the date of receiving an applicable accounting document.
14. Uni-Bitumen is obliged to cover all costs related to an unjustified complaint, after they have been documented by the Supplier, within 7 days from the date of receipt of an appropriate accounting document.
15. Whenever the provisions of this paragraph impose an obligation on the Supplier to collect defective Goods, the provisions of § 5 section 12 of the GTCP shall apply.
16. During the complaint procedure, Uni-Bitumen may withhold all payments due to the Supplier; and if the complaint proves unjustified, it shall pay the amount due plus interest.

17. Uni-Bitumen may demand a representative of the Supplier to be present during the activities relating to the complaint procedure. Failure of the Supplier's representative to be present during the activities referred to in the preceding sentence shall be understood as the acceptance by the Supplier of the results and conclusions of these activities, provided that Uni-Bitumen notified the Supplier of the date of the activities at least three days in advance.

## **§ 9**

### **Force majeure**

1. None of the Parties shall be responsible for delayed or improper fulfilment of its obligations, if the delayed or improper fulfilment of obligations is caused by force majeure. By force majeure the Parties understand extraordinary events, independent of the Parties' will, which could not have been foreseen at the time of placing the Order and the occurrence of which could not have been prevented by using economically justified means, such as floods, fires, hurricanes, earthquakes, epidemics, pandemics, epidemic and pandemic threats, natural disasters, states of emergency, introduction of isolation measures in connection with confirmation of an infectious disease or other measures or restrictions in connection with counteracting such disease (not excluding effects of COVID-19, SARS-CoV-2 or its mutations unknown at the time of placing the Order). Downtime caused by disputes between the Supplier and any individual, group or organisation, legal entity or other organisational unit, e.g. strikes, demonstrations etc., shall not be considered as a force majeure event. Force majeure shall also not be deemed to be downtime caused by the introduction of measures or restrictions connected with the prevention of an infectious disease, including those relating to COVID-19, SARS-CoV-2 or its mutation, a state of epidemic, a state of epidemic emergency, a state of a natural disaster, a state of emergency, the imposition of isolation measures in connection with the discovery of an infectious disease known or ascertainable with due diligence at the time of placing the Order.
2. The Party is obliged to immediately inform the other Party about the occurrence, expected term of, propose manner of handling and cessation of a force majeure event.
3. In such a case, the Parties shall establish new terms and conditions for the Order fulfilment which shall take into account, in particular, an appropriate postponement of the deadline, immediately after the force majeure event ceases to exist.
4. In the event that a force majeure event or its effects last longer than 30 days, the Parties shall be entitled to terminate the Order at a 2 weeks' notice. The Order's termination notice shall be null and void unless made in writing or in the form of a document (for example a signed scanned document in the PDF format). Neither Party shall be entitled to claim any compensation from the other Party for damage caused by force majeure.

## **§ 10**

### **Environmental protection**

1. The Supplier is obliged to comply with regulations of the applicable general and local law and requirements set out in permits, licences and other legal requirements concerning environmental contamination and environmental protection.
2. Goods supplied by the Supplier must be compliant with the applicable regulations on the labelling of packaging of hazardous substances and mixtures and certain mixtures and on the criteria and method of classification of chemical substances and mixtures thereof.
3. The Supplier is also obliged to strictly comply with the applicable provisions of on waste and waste packaging management, in particular, when releasing packed products, the Supplier undertakes to limit the amount and the negative impact on the environment of the substances used to produce their packaging and the generated waste packaging in such a way that:
  - a) the packaging does not contain harmful substances in amounts posing a threat to the product, to the environment and to human health,
  - b) the maximum sum of the contents of lead, cadmium, mercury and hexavalent chromium in the

packaging does not exceed 100 mg/kg.

4. The Supplier introducing packaging on the market is also obliged to limit the amount and negative influence on the environment of the substances used to produce the packaging and to generate waste packaging in such a way that the volume and weight of the packaging is limited as much as it is required for it to still serve the packaging's function and to provide product safety, taking into account the user's expectations.
5. The Supplier's acceptance of the provisions set out in sections 3 and 4 of this paragraph shall be construed as an unequivocal confirmation of compliance with the requirements.
6. The Goods being the subject of the Delivery shall not be used for industrial heating nor for heating of households.

## **§ 11**

### **Health and safety**

1. The Supplier undertakes to implement Commission Regulation (EU) 2015/830 of 28 May 2015 amending Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), hereinafter referred to as the REACH Regulation, establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC, as amended, and to apply Polish law concerning chemicals. This shall mean that the Supplier undertakes, among others, to provide efficient and reliable flow of information on threats upwards and downwards the delivery chain, and that the Supplier shall immediately update appropriate documentation and send it electronically to Uni-Bitumen.
2. The Supplier is obliged to provide Uni-Bitumen immediately with any information concerning the Goods, which can affect the method of their use, quality, their characteristics, safety or environmental protection.
3. The Supplier is obliged to provide the full registration number for the substance/substances constituting the mixture which apply to the Goods, in accordance with the REACH Regulation.
4. The Supplier shall ensure that transportation of the Goods and their unloading shall comply with the requirements of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) drawn up at Geneva or the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID) constituting Annex no. C to the Convention concerning International Carriage by Rail (COTIF) drawn up in Bern.
5. The Supplier shall ensure that drivers operating the vehicles hold required authorisations, medical tests and are trained within the scope of safety regulations related to the transported dangerous materials, which are required by appropriate law in case of deliveries of dangerous materials, according to ADR.
6. The Supplier is obliged to register and report accidents at work, occupational diseases and near misses among the employees during performance of deliveries to Uni-Bitumen. Such reports must be made within a term no longer than 10 days from the day of obtaining information on such an incident.
7. The Supplier is obliged to provide a Safety Material Sheet or information sheet for a substance/mixture components for which the Safety Material Sheet is not required in Polish language, before the first delivery or after making any change or updated to the Safety Material Sheet, electronically or by mail to the address of the main office of Uni-Bitumen.
8. The Safety Material Sheet delivered before the first delivery shall be compliant with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH).
9. The Supplier declares that it and the entities which it confers with the performance of the Order or with the assistance of which it performs the Order are familiar with the specification and properties of the Goods to the extent enabling them due and safe performance of the Order.
10. The Supplier is obliged to observe the principles and standards of conduct currently applicable on

the premises of Uni-Bitumen, in particular those contained in the Guide on Rules of Conduct at the premises of Uni-Bitumen (Annex No. 1), the Penalty table for employees of external companies (Annex No. 2) and other documents made available or provided by an authorised person by Uni-Bitumen -to the Supplier or an authorised contact person of the Supplier.

11. The Supplier declares that it is familiar with the Guide on Rules of Conduct at the premises of Uni-Bitumen and the Penalty table for employees of external companies and hereby agrees to the sanctions indicated therein. If the Supplier employees' right to enter the Uni-Bitumen premises are revoked, all consequences shall be borne by the Supplier.
12. To the maximum extent allowed by the law, the Supplier hereby releases Uni-Bitumen from liability resulting from:
  - a) death, disease or injury of the Supplier, its employees or other persons, whose services the Supplier uses to perform the Order or to whom the Supplier confers performance of the Order,
  - b) damage or loss of property belonging to the Supplier, its employees or other persons, whose services the Supplier uses to perform the Order or to whom the Supplier confers performance of the Order,
  - c) events resulting from or related to the deliveries made to Uni-Bitumen.
13. The Supplier hereby undertakes to protect, indemnify and hold Uni-Bitumen harmless from all obligations, damages and claims resulting from the events mentioned in the previous sentence and to cover all the costs incurred by Uni-Bitumen in relation to the defence against such a liability, regardless of the type of proceedings carried out.

## **§ 12**

### **Applicable law and resolution of disputes**

1. Any matters not regulated in these GTCP shall be governed by the applicable provisions of the Polish law, in particular the provisions of the Civil Code.
2. In case no agreement is reached, disputes resulting from or related to the Delivery shall be solved by a common court having jurisdiction over the Uni-Bitumen's main office.
3. Provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the cooperation between the Parties regulated by these GTCP.

## **§ 13**

### **Confidentiality clause**

1. During the term of the cooperation and 5 (five) years following its termination, the Supplier shall be obliged to keep secret all non-public information concerning Uni-Bitumen that it shall obtain in relation to the conclusion or performance of the Contract, including financial, technical, technological, legal and organisation data and the content of this Contract. The Supplier acknowledges that the information constitutes trade secret of Uni-Bitumen within the meaning of Art. 11 of the Act of 16.04.1993 on combating unfair competition.
2. The obligation referred to in section 1 above shall not apply to information that:
  - a) is known publicly or – for a reason other than the Supplier's action – has become known to the public; or
  - b) has already been in the Supplier's possession before the date of starting the cooperation. The above shall not apply to a situation where the Supplier received the information in relation to performance of other agreements binding the Parties currently or in the past; or during negotiations concerning this Order or its conclusion; or
  - c) the information is to be announced or disclosed pursuant to law or an order of a public authority, to the extent that such disclosure is legally required by the provisions of law.
3. If it is found that the Supplier infringed the confidentiality obligation, Uni-Bitumen shall be entitled to demand that the Supplier pays a contractual penalty in the amount of PLN 10,000.00 (in words: ten thousand zlotys and zero groszy) for each infringement. It does not exclude the right of Uni-Bitumen to claim supplementary compensation.

## **§ 14**

### **Personal data protection**

1. Each of the Parties shall be obliged to observe the generally effective legal regulations pertaining to personal data protection, in particular, Regulation of the European Parliament and of the Council (UE) 2016/679 of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and shall be obliged to ensure protection of the aforementioned data by undertaking adequate technical and organisational measures, and shall be fully liable for damage caused in relation to personal data processing.
2. The Supplier hereby confirms that all personal data provided to Uni-Bitumen has been collected legally, reliably and transparently.
3. The Supplier confirms that it has fulfilled all obligations towards the persons whose data it transmits and towards Uni-Bitumen in relation with the applicable data protection regulations.
4. Information on the processing of personal data provided to Uni-Bitumen by the Supplier can be found on the website of the [https://uni-bitumen.pl/1788/logistyka/dokumenty\\_zakupowe](https://uni-bitumen.pl/1788/logistyka/dokumenty_zakupowe)

## **§ 15**

### **CSR clauses**

1. The Supplier is obliged to comply with the requirements set out in the CSR Standards for Group Contractors of Uni-Bitumen available on the following website [uni-bitumen.pl](http://uni-bitumen.pl)

## **§ 16**

### **Final provisions**

1. The Supplier is not entitled to transfer or encumber any rights to which it is entitled towards Uni-Bitumen in relation to making Deliveries without prior consent of Uni-Bitumen, which shall be null and void unless made in writing.
2. Uni-Bitumen shall be entitled to change the provisions of GTCP unilaterally pursuant to the requirements of Article 384 of the Civil Code. The fulfilment of Orders shall be each time governed by the GTCP applicable at the moment of placing the Order.
3. Uni-Bitumen declares that it has a status of a large enterprise within the meaning of Article 4c of the Act of 8.03.2013 on counteracting excessive delays in commercial transactions.
4. The content of these GTCP shall apply as of the date of their adoption for application by the Management Board of Uni-Bitumen Sp. z o.o.