

# GENERAL TERMS AND CONDITIONS OF SUPPLY OF BITUMEN BY A TANK TRUCK (hereinafter the GTCS)

## §1. General requirements

1. These GTCS apply to all kinds of bitumen and other bitumen product sales contracts concluded with the Supplier, unless the Parties agree otherwise in writing under the pain of nullity.
2. These GTCS apply in all matters not settled in the contract with the Supplier, unless the contract provides otherwise.

## §2. Definitions

The following terms used in these GTCS shall mean as follows:

1. Product - bitumen or other bitumen goods manufactured and sold or offered by the Supplier.
2. Supplier – Uni-Bitumen Sp. z o.o. with its seat in Gdansk, alternatively referred to as Uni-Bitumen.
3. Recipient - an entity buying products from the Supplier.
4. Place of delivery - a place to which the Supplier undertakes to supply Products as part of the contract performance. The Place of delivery is specified in the order.
5. Portal - an internet service for placing orders, specified in the Terms and Rules of e-sales.
6. Business day - every day of the week, except Saturdays and Sundays and public holidays in Poland.
7. Plant - the production plant or place from which the Supplier makes deliveries of Products.

## §3. Orders

1. Products shall be delivered each time based on an order of the Recipient. The Recipient shall send orders until 9.00 of the business day prior to the day of the delivery, ensuring that the order is submitted 21 hours prior to the delivery hour and subject to provisions of sections 5, 7 and 8 of this paragraph. The Supplier may modify the order or refuse to execute it, informing the Recipient about the modifications introduced at latest until 14.00 (2 pm) of the business day preceding the delivery day. In case of no modification or no refusal to execute the order, the order is deemed to be accepted for execution in accordance with its content.
2. Orders received after 9.00, and until 14.00 of a business day preceding the day of the delivery may be modified or rejected on the same day until 17.00 (5 pm). Orders that are received after 14.00 of the business day preceding the delivery day may be modified or rejected until 9.00 of the next business day. In case of no modification or no refusal to execute the order in the above cases, the order is deemed to be accepted for execution in accordance with its content. In case of a modification or a refusal to execute the order, the Recipient shall be informed about the modifications introduced or about the rejection until, respectively, 17.00 or 9.00.
3. Orders shall be made via the Portal or by e-mail ([bitumen@uni-bitumen.pl](mailto:bitumen@uni-bitumen.pl)). The order shall include: the Buyer's VAT number (preceded by a two-letter symbol to identify the country), the Place of Delivery, the Product, the Quantity of the ordered Product, the requested delivery date and the type of the contract and number of the agreement under which the delivery is to be made.

4. The Recipient may receive notifications about the order status. The notifications shall be sent electronically to the e-mail address indicated in the order.
  5. In case of deliveries made to Places of deliveries which are located more than 500 km away from the plant from which the delivery is to be made, specified by the Supplier or in case of deliveries of modified bitumen, the Recipient is obliged to send orders to the Supplier until 14.00 two business days before the delivery date, ensuring that the order is submitted 42 hours prior to the delivery hour.
  6. The Recipient may cancel delivery of all or part of the Products covered by a given order, via the Portal online service or via e-mail, as referred to in section 3 above:
    - 1) In case of EXW orders, up to the start of loading. It is not possible to cancel an order once the loading has started. If loading activities are interrupted due to the Recipient's request, the Supplier shall be entitled to claim payment of the price resulting from the order in question.
    - 2) In case of CPT orders:
      - a) at no cost - until the loading begins,
      - b) after commencement of the product loading - for a fee, in accordance with §4 section 4 below.
- Cancelling the entire or part of the order for Products which are described as "products available only on a special order" in the Uni-Bitumen Price List, regardless of the form of the order fulfilment, is prohibited.
7. The Recipient is obliged to send orders for industrial bitumen to the Supplier at latest on 10.00 (10 am) on the Friday preceding the week in which the deliveries are to be made.
  8. The possibility and dates of delivery of an order for Products which are described as "products available only on a special order" in the Uni-Bitumen Price List requires separate arrangements to be made with the Supplier, however, the minimum deadline for sending such an order is 7 days before the order completion date.

#### **§4. Deliveries**

1. The deliveries will be made with tank trucks with a loading capacity up to 27 Mg according to the Recipient's order. The amount of the bitumen indicated in the order is for reference purposes only. The basis for settlement of the amount of the bitumen delivered to the Recipient is the difference between the gross weight of the unloaded truck and its tare weight, based on the measurement done in the loading place. Standard differences between the amount of the Product ordered and actually delivered resulting from the technology used to load the Product or from its natural characteristics, as it has been said in the previous sentence, will not be deemed as non-performance or improper performance of the Supplier's obligations.
2. The deliveries will be made based on "CPT" terms of International Commercial Terms Incoterms 2020 with the reservation that the Supplier shall be liable towards the Recipient for a punctual delivery to the Place of delivery. Before starting the unloading, the Recipient shall be obliged to verify information provided in the release document or/and CMR transport note.
3. In case of deliveries made based on EXW terms (Incoterms 2020) and filling of the tank trucks by the driver, the Recipient becomes the filler within the meaning of ADR. In addition, the Recipient shall ensure that the filling person holds a qualification certificate issued by the Transport Technical Supervision for operation of devices for filling and emptying transport containers (NO) for dangerous materials of class 9 according to ADR, and has undergone training within the scope of independent operation of a filling system.
4. The cancellation fee for an order executed on a CPT basis, after the loading of the Product has commenced, is (for each tanker truck) PLN 1250 + VAT (for foreign contractors - EUR 300 + VAT).

With the consent of the Supplier, the delivery covered by the cancellation may be made to a different Place of delivery indicated by the Recipient (redirecting). In such a case, the Recipient shall not bear the cost of cancelling the order, including the fee in accordance with the first sentence of the this section 4, but shall

bear the cost of the redirection. The cost of the redirected order will be determined in accordance with the Supplier's calculation of the costs of redirecting to the new Place of delivery.

5. If the unloading takes more than 3 hours from the hour indicated in the order or from the moment of arrival of a given mean of transport used for unloading in case of delayed deliveries, the Recipient shall be obliged to pay a contractual penalty for each started hour of delay in the amount of EUR 50, but in total no more than EUR 2400. The Recipient acknowledges that in the case indicated in the previous sentence, the Supplier shall be obliged to pay the contractual penalty to the carrier due to withstanding transport. The aforementioned does not apply to deliveries made under EXW terms (Incoterms 2020).
6. In case of deliveries including recycling (WR), the provisions indicated in §4 section 5 shall not apply. For this special kind of delivery, the amount of the fee for withholding and using the mean of transport shall be each time agreed via e-mail with the Recipient before the delivery is made.
7. In case of a delay in the delivery exceeding the agreed delivery hour by more than 8 h, the Supplier shall pay a contractual penalty to the Recipient for the delay in the amount of EUR 50 per each subsequent hour of the delay, but in total no more than EUR 2400. If an order accepted for execution was placed with infringement of the deadlines set out in §3 sections 1, 5, 6 or 7, the penalty shall be only charged after 12 hours of delay, for each subsequent hour of the delay started. The Supplier is not responsible for delays attributable to the Recipient, especially those resulting from the used-up credit limit of the Recipient, delayed payment of the advanced payment or of the overdue liabilities etc., as well as for delays resulting from the fault of third persons for whom the Supplier is not liable.
8. Deliveries outside European Union are not covered by punctual delivery warranties, and contractual penalties for delays by the Supplier do not apply to them.
9. A Party is obliged to notify the other Party of the occurrence of an event entitling it to charge contractual penalties referred to in these GTCS no later than 60 days from the date of the occurrence of the event entitling it to charge a penalty, under pain of losing the right to charge the contractual penalty. A contractual penalty shall be payable within 14 days from delivery of a claim concerning it to the Party obliged to pay it.
10. In case of CPT deliveries, the Recipient is obliged to unload the delivery and confirm the receipt of the Product delivered on the delivery note. The delivery note shall include a legible signature of the person authorised to collect the Products, the date and hour of the unloading and the stamp. If the Recipient does not confirm collection of the Product, it is assumed that the Product has been delivered and released at the moment of the delivery by the carrier, and the document confirming the release of the goods shall be the carrier's documentation. In case the Recipient does not confirm on the delivery note the collection of the delivered Products and if the Supplier does not receive, until the 10th of the month following the month of sales, a written confirmation of the collection of the Products delivered, the Recipient shall be obliged to compensate the Supplier for any negative consequences, including financial ones, related thereto.
11. In case of deliveries to foreign customers, it is prohibited to resell the purchased Products in Poland. The above shall mean, in particular, an obligation to reimburse the Supplier all costs borne by it due to the Recipient's failure to provide appropriate or timely documentation of the delivery within 7 days from delivery of a payment request to the Recipient.
12. The right of ownership to the Products shall be transferred to the Recipient at the moment of their release. The risk of loss, deterioration or destruction of Products is transferred on the Recipient at the same moment. The moment of release is determined according to the Incoterms formula (2020) applicable to a given delivery.

## **§5. Price calculated according to the Price List**

1. For deliveries to countries that are specified in the Price List by the Supplier, the basis for the price calculation shall be deemed by the Parties as the price specified for the given Product in the given production Plant of the Supplier and for the given country of delivery in the *Bitumen Price List of Uni-Bitumen Sp. z o.o.* as of the day of filling of the Product, increased by the spot sales differential applicable on the filling day, subject to the

provisions of this paragraph. The plant for which the price is calculated is determined by the Supplier, taking into account the Place of delivery. The value of the spot differential is indicated in *Bitumen Price List of Uni-Bitumen Sp. z o.o.* appropriate for the target country of delivery.

2. The CPT price will be calculated by increasing the EXW price by transportation costs to each of the Places of delivery from the Plant determined by the Supplier.
3. By placing an order, the Recipient accepts the price calculation and the costs of transport from the Plant indicated by the Supplier.
4. Placing of an order by the Recipient shall be equal to the acceptance of the Supplier's Plant/s from which the deliveries of specific Products to specific Places of deliveries shall be made and costs of transportation to specific Places of delivery.
5. If it is agreed that the delivery is a partial load delivery (for less than 24 Mg), the total transport costs shall be calculated as for a 24 Mg delivery. Delivery of a partial load is done under the filling level conditions set out in ADR.
6. The Supplier has the right to make deliveries from a Plant other than the one indicated for the given Place of delivery in the price calculation. Such a change will not affect the calculation of the transaction price. The product price shall be in such a case calculated according to the price list applicable on the date of filling in the Plant appropriate for the given Place of delivery.
7. The Supplier may grant additional discounts, periodically or until further notice, according to its internal Commercial Policy. The Recipient is not entitled to claim discounts.
8. The Supplier is entitled to change at any time the Plants from which the deliveries to specific Places of deliveries shall be made, as well as to change the transportation costs to specific Places of deliveries.

### **§6. Price calculated without the Price list**

1. If the Supplier has not established a Price list for a given country of delivery, the Supplier shall establish the price individually. The offered price, unless otherwise indicated, shall be a CPT price for 1 Mg of the Product, assuming that the term of payment is 30 days and that the delivery is a full load delivery.
2. If the agreed invoicing currency will be different than the currency of the offer, the prices will be calculated based on the average currency rates of the National Bank of Poland applicable on the day of sales. If there is no direct exchange rate, the price will be calculated based on cross rates. The day of sales should be understood as the day of releasing the Product to the Recipient or to a carrier - depending on the Incoterms (2020) formula adopted for the given delivery.
3. In case of a partial load delivery (for less than 24 Mg), the price may be subject to a change.

### **§7. Payment**

1. The Recipient is obliged to pay the price to the Supplier, without setting any amounts off, within the term agreed on, calculated from the day of sales of the Products (within the meaning of the last sentence of § 6 section 2), subject to provisions of §7 sections 2-4.
2. Upon the Recipient's request, the Supplier may agree to a delayed term of payment, by determining an amount of the buyer's credit limit. The Supplier may make the award of the buyer's credit dependant on a security provided by the Recipient in a form and of a content acceptable by the Supplier.

3. The Parties agree that a standard delayed term of payment shall be 30 days. If the following terms of payment are agreed, the Recipient shall be entitled to the following price discounts/increases per 1 Mg:
  - advanced payment – discount EUR 5
  - from 1 to 4 days – discount EUR 2,5
  - from 4 to 7 days – discount EUR 2
  - from 8 to 14 days – discount EUR 1
  - from 15 to 21 days – discount EUR 0,5
  - from 31 to 45 days – increase by EUR 3,5
  - from 46 to 60 days – increase by EUR 7.
4. The Recipient has the right to change the accepted term of payment in relation to future deliveries. The change shall be made at latest on the last day of the month following the month in which the Supplier received an appropriate declaration in this regard from the Recipient. The declaration may be made in writing or in documentary form by e-mail. The Recipient shall not be able to change the term of payment, if the Supplier did not give its consent according to section 2.
5. If the consent for a delayed term of payment depends on provision of a security by the Recipient, the payments shall be done as advances payments until the Supplier receives the security.
6. The price shall be paid by a bank transfer to the bank account of the Supplier indicated on the invoice.
7. In the bank transfer order, the Recipient shall quote the number of the invoice to which the payment relates or should send a list of invoice numbers and amounts paid, if the complete description of them would be too long to be quoted in the transfer's reference.
8. The Parties agree that regardless of the form of payment, the day of payment shall be deemed as the day on which the funds are credited to the Supplier's bank account.
9. If the Recipient fails to make timely payment, the Supplier may charge statutory interest for delays in commercial transactions, calculated from the due date of the monetary consideration until the date of actual payment.
10. In case of intra-community deliveries of goods or export, the Recipient shall provide the Supplier, until the day of the month following the month of sale, with a certified copy of CMR, on which receipt of goods shall be confirmed with a signature and company stamp or a legible signature together with indication of the full name of the Recipient and additionally, for export deliveries, with a document confirming the movement of goods outside the territory of the European Union (SAD, IE-599). The Recipient undertakes to compensate the Supplier for any negative consequences, including financial ones, related to the lack of proper or timely documentation of the delivery, within 7 days from the delivery of the request for payment by the Supplier to the Buyer.

### **§8. Buyer's credit**

1. The Supplier may grant the Recipient with a buyer's credit limit at an amount chosen at the Supplier's sole discretion, considering, among others, the amount of the security granted by the Recipient and the financial standing of the Recipient.
2. The amount of the liabilities for deliveries made, for which payment still has not been made, even if is still not due according to the term of payment indicated in the invoice, may not exceed the amount of the buyer's credit awarded.
3. Any discounts and the amount of the buyer's credit limit resulting from the payment security submitted in a form of a bank guarantee shall expiry 14 days before the expiry of the validity period of the bank guarantee provided

to secure payment + the currently applicable term of payment left before the expiry of the guarantee. The period of 14 days referred to in the preceding sentence may be extended in justified cases.

4. Orders of the Recipient shall be executed solely if the amount of the unused buyer's credit is equal or less than the amount of the order.
5. The Supplier shall have the right to cancel the granted buyer's credit in part or in whole or to demand additional security for the credit limit granted, without justification, in particular if:
  - punctual payment of amounts due is under threat due to the bad financial condition of the Recipient,
  - there is a significant reduction of the value of the securities provided,
  - any documents or information, based on which the Supplier made a decision on granting the credit limit, proved to be untrue, unreliable or false,
  - there is a delay in payment for the Products purchased that exceeds 7 days,
  - interests due to a delay in payment for the Products purchased have not been paid,
  - entries concerning the Recipient appear in the National Debt Register, or other similar Register
  - the Recipient takes actions aimed at declaring its legally valid insolvency,
  - the Recipient sales significant assets,
  - there are judicial or administrative proceedings conducted against the Recipient, which due to the object or value may have a significant impact on the client's business
  - there are criminal or fiscal proceedings conducted against the Recipient,
  - there are any other circumstances which are significant to the Supplier, including limitation or withdrawal of the credit limit by the entity insuring the Supplier's liabilities.
6. A notice about a change or cancellation of a credit limit shall be deemed to be validly sent if it is sent to the e-mail address indicated by the Buyer for the purpose of correspondence concerning the balance of liabilities and the use of the credit limit.

## **§9. Responsibility**

1. The responsibility of the Supplier for non-compliance of the Product with the declared technical parameters depends on fulfilment of the following conditions:
  - the non-compliance results from circumstances solely attributable to the Supplier;
  - the Recipient has submitted a quality complaint on time and under rules provided for in section 2, and, in addition, upon the Supplier's request, the Recipient provided results of tests of the Product in question, if such tests have been conducted.
2. Any potential complaints questioning the quality of the supplied Product should be delivered to the Supplier in writing or in a document form via e-mail, no later than within 48 hours from the moment of the delivery. The Recipient is obliged to secure a sample of the Product in question, which is to be collected before or during the truck unloading and to draw up a protocol from the sample collection. The driver is not authorised to collect samples. Collection of the samples from the tank may be carried out by a representative of the Recipient after meeting the requirements of the applicable law, including ensuring safety of works at heights by, among others, providing the possibility of entering the tank via a gangway, provided that the driver's consent is obtained each time. The recommended method for collection of samples, due to safety reasons, is installation of sample collecting nozzles on the unloading pipes, which is to be done by the Recipient's representative. In case of a dispute, the analysis that should finally resolve it shall be conducted by a laboratory accredited by the Polish Accreditation Centre. Costs of an analysis conducted as a result of an unfounded complaint shall be incurred by the Recipient, and if the complaint is justified - by the Supplier. Quantity complaints shall be submitted in

writing or in documentary form at latest on the first business day after the day of delivery of the Product. The basis for reviewing quantity complaints is the Recipient's protocol (annotations on the proof of release) confirmed by the carrier making the delivery.

3. In justified circumstances, making quality complaints outside the deadline indicated in section 2 shall be allowed. However, in such a case, the liability of the Supplier shall be only limited to exchange of the faulty Product for one that is compliant with the technical parameters.
4. Neither of the Parties shall be deemed responsible for violation of its obligations (excluding the obligation to pay for delivered Products), if such violations are caused by Force Majeure, i.e. accidental or natural events, impossible to foresee at the time the order is made and which could not have been avoided, i.e. could not be prevented despite due care and diligence, such as natural disasters (forces of nature) and extraordinary social events in the form of various disruptions of public life. The Parties shall understand Force Majeure as extraordinary events beyond the will and control of the Parties, which could not have been foreseen at the time the Contract entered into and which could not have been prevented using economically justified measures, i.e. in particular flood, fire, hurricane, earthquake, epidemics, epidemic emergencies, natural disasters, national emergencies, downtime caused by limitations or measures undertaken in relation to or in order to combat phenomena considered by the World Health Organisation or by state authorities as pandemics or epidemics (including those related to COVID-19, the SARS-CoV-2 virus or its mutations). In case of a force majeure event concerning the Supplier, the date of the delivery shall be postponed by a period equal to the Supplier's delay in execution of the order due to the force majeure. In no case the Supplier shall be obliged to buy Products from third parties in order to execute the Recipient's order. None of the Parties shall be obliged to end strikes and other disputes with employees in a way contrary to its best interest.
5. If the amount of damage due to non-performance or improper performance exceeds the amount of contractual penalties reserved anywhere in these General Terms of Supply, contract or order, the Parties shall retain the right to claim compensation in its full amount, under general terms, however, the Supplier's liability towards the Recipient in each case is limited to the price of the delivery of the Products in relation to which the damage was caused and to the liability for the actual damage (loss).

## **§10. Personal data protection**

1. For the needs of performance of this Contract, the Parties, as independent data controllers, shall mutually exchange personal data of their representatives or agents, indicated in the Contract, and other persons, according to the needs resulting from provisions of the Contract, covering the following data categories: identification data (among others: first and last name, data disclosed in public registers), contact details (e.g. business e-mail address, business phone number, the company of the entity represented).
2. The Parties undertake to inform persons indicated in the point above within one month after obtaining their personal data or at the first contact with the given data subject, of the need to share their data for the needs of the Contract, performance, fulfil the information obligation on behalf of the other Party, including inform on the purpose and scope of data sharing indicated in this clause and the source of the personal data.
3. Each of the Parties undertakes to protect personal data by providing appropriate technical and organisational measures required by applicable data protection regulations as well as shall be fully liable for damages made due to processing of personal data.
4. The data controller within the meaning of Art. 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 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 – hereinafter referred to as the "GDPR") of the data submitted for the needs of conclusion and execution of the Contract is Uni-Bitumen Sp. z o. o. with its main office at Cypriana Kamila Norwida 2, 80-280 Gdansk,

5. Uni-Bitumen Sp. z o.o. has appointed a Data Protection Inspector who can be contacted in all matters concerning the processing of personal data and the exercise of rights related to the processing of personal data in writing to the following e-mail address: odo@uni-bitumen.pl, or by mail to: Uni-Bitumen Sp. z o.o. at Cypriana Kamila Norwida 2, 80-280 Gdansk with a note „Inspektor ochrony danych”/”Data Protection Inspector”.
6. The collected personal data shall be processed for purposes related to conclusion and performance of the Contract, its processing and any potential exercise of or opposition to claims resulting from it, as well as in relation with performance of legal obligations of Uni-Bitumen Sp. z o.o.
7. The legal basis for processing of the personal data by Uni-Bitumen Sp. z o.o. for the purposes indicated above is:
  1. undertaking actions to conclude and perform the Contract (including among others identification) pursuant to Art. 6 (1b) of the GDPR, when the party to the Contract is a natural person,
  2. fulfilling legal obligations of Uni-Bitumen Sp. z o.o. pursuant to Art. 6(1c) of the GDPR related to,
    - a) tax and accounting regulations,
    - b) compliance with requests from law enforcement authorities and for the purposes of judicial proceedings, in the event of a request for data from the relevant authorities,
  3. legal interest of Uni-Bitumen Sp. z o.o. pursuant to Art. 6 (1f) of the GDPR, including:
    - a) conclusion and implementation of the Contract between the Parties,
    - b) archiving as part of fulfilment of the legally justified interest consisting in safeguarding information in the event of a legal need to prove facts, as well as for the purpose of possible determination, investigation or making claims or defence against claims.
8. The personal data received from the other Party may be transferred to the following categories of recipients:
  1. other data processors processing the personal data at the Uni-Bitumen Sp. z o.o. request, including processors handling IT systems used for the needs of the Contract, providing accounting, archiving and maintenance services,
  2. entities providing services to Uni-Bitumen Sp. z o.o., including courier and postal companies (in connection with the necessity of making the notifications specified in the Contract, legal and financial advisers and auditors of Uni-Bitumen Sp. z o.o.) (in connection with the provision of consulting services on the conclusion, execution and enforcement of claims under this Contract),

whereby such processors shall process the data based on an agreement concluded with Uni-Bitumen Sp. z o.o. and solely according to its instructions. Data may be also made available to entities authorised for that purpose based on law, including tax administration authorities.

9. The data shall be processed during the performance of the Contract, and after its termination, during the statute of limitations period concerning claims made under the Contract as well as the period provided for in legal regulations, including accounting regulations and regulations concerning financial reporting.
10. Each person whose data are exchanged between the Parties in relation to conclusion and performance of the Agreement shall have the right to access their data as well as the right to demand that they are rectified or deleted or their processing limited and the right to object to the data processing due to that person’s special situation in case Uni-Bitumen Sp. z o.o. processes the data based on its legitimate interest. Such an objection may be sent at any time to the following e-mail address: odo@uni-bitumen.pl or by mail to the address: Uni-Bitumen Sp. z o.o. at Cypriana Kamila Norwida 2, 135 80-280 Gdansk with a note „Inspektor ochrony danych”/”Data Protection Inspector”.
11. Each person shall have also the right to lodge a complaint to a supervisory authority (in Poland: to the President of the Office of Personal Data Protection, at: Urząd Ochrony Danych Osobowych [Office for Personal Data Protection], ul. Stawki 2, 00-193 Warszawa [Warsaw]), if they consider that the processing of their personal data violates the applicable provisions on the personal data protection.
12. If a natural person is a party to the Contract, the provision of personal data for the purpose of concluding the Contract pursuant to Article 6(1)(b) of the GDPR is voluntary, however, refusal to provide such data may

result in inability to conclude and perform the Contract. The provision of personal data is mandatory for the processing purposes carried out on the basis of a legal obligation of Uni-Bitumen Sp. z o.o.

13. The personal data will not be subjected to profiling nor automated decision-making

## **§11. Final provisions**

1. The Recipient is not entitled to transfer or encumber any rights to which it is entitled from the Supplier in relation to placing and performance of a contract/order without prior consent of the Supplier, which shall be null and void unless made in writing.
2. Current performance declarations, safety data sheets, information on mixture components for which a safety data sheet is not required and information on a substance for which a safety data sheet is not required are available on [www.lotosasfalt.pl](http://www.lotosasfalt.pl).
3. The Supplier will supply products with the CE mark affixed on the delivery documents in accordance with legal requirements and progress on the harmonisation of European standards or specific groups of bitumen ad bituminous binders.
4. By placing an order and accepting these GTCS the Recipient declares that the Products purchased will be used for purposes other than heating and that they will not be used as additives or admixtures for heating fuels, for internal combustion engines or as additives or admixtures for motor fuels.
5. The Supplier is entitled to change the provisions of the GTCS unilaterally, which the Recipient hereby accepts. The fulfilment of the Recipient's orders shall be each time governed by the GTCS applicable at the moment of the delivery. The above does not apply to orders submitted as part of a contract concluded between the Supplier and the Recipient for an indefinite time, in which case the GTCS applicable on the day of delivery shall apply, unless the Parties agreed otherwise. In case of contracts concluded between the Supplier and the Recipient for an indefinite or definite period of time, which provide for a possibility of terminating upon notice, provisions of art. 384<sup>1</sup> of the Civil Code shall apply.
6. All disputes resulting from the order/contract, to which the GTCS apply, that are not solved amicably, shall be resolved by a common court having jurisdiction over the Supplier's seat. The only law governing orders/contracts to which these GTCS apply is the law of Poland, and, in particular, provisions of the UN Convention on the international sales of goods will not apply to them.
7. These GTCS does not apply to sales to consumers.
8. The content of the GTCS reading as above is applicable from 01.04.2023.