

General Terms and Conditions of the Purchase of Goods and Services Ecol Sp. z o.o.

§1 General terms and conditions.

The following General Terms and Conditions of the Purchase of Goods and Services (GTCPGS) shall apply and shall constitute an integral part of all agreements on the purchase of goods and services concluded by Ecol Sp. z o.o., unless their application is explicitly excluded by the parties hereto.

- 1.** The definitions used in the GTCPGS shall have the following meaning:
 - 1.1** Goods – shall mean any and all things, rights and other assets being the subject of the order submitted by Ecol Sp. z o.o. or the subject of an agreement concluded in writing.
 - 1.2** Services – shall mean any and all benefits, services not being classified as goods, provided by the Suppliers for the benefit of Ecol Sp. o.o.
 - 1.3** Supplier – shall mean a natural person, a legal person or unincorporated organisational unit, as well as any other entity with which Ecol Sp. z o.o. concluded an agreement on delivery or sale of Goods, as well as an agreement on provision of Services to the benefit of Ecol Sp. z o.o., or any other agreement of similar nature;
 - 1.4** Agreement – shall mean the agreement on delivery, sale, as well as the agreement on provision of Services to the benefit of Ecol Sp. z o.o., or any other agreement of similar nature.
 - 1.5** Order – the confirmation of the Agreement conclusion, submitted to the Supplier by Ecol Sp. z o.o., in accordance with the template, constituting the enclosure no. 1 to the following GTCPGS.
 - 1.6** Purchase Price – the value indicated in monetary units, which Ecol Sp. z o.o. shall be obliged to pay for the delivery of Goods or Services, in compliance with the Order or the provisions of the GTCPGS; the price shall not include the tax on goods and services, should the sale/delivery of Goods/Services, under the binding provisions of the law, be subject to the tax on goods and services.

§2 Application.

- 2.1** The following GTCPGS shall apply to all agreements on sale or delivery of Goods, as well as to any agreements on provision of Services to the benefit of Ecol Sp. z o.o., and they shall constitute an integral part of every order submitted by Ecol Sp. z o.o. to the Supplier, unless agreed otherwise in a separate written agreement.
- 2.2** The GTCPGS shall apply to any agreements made in writing, to the extent not set forth in the said agreements, unless the written provisions of the agreements explicitly exclude all or some of the GTCPGS provisions.
- 2.3** The type of Goods to be delivered, their quantity, price and required specifications, as well as type of Services to be provided to the benefit of Ecol Sp. z o.o., their prices and required specifications shall be determined in the Order and/or any other written documentation which Ecol Sp. z o.o. shall make available to the Supplier. The Order and any other documents shall take into account arrangements of the Parties made in the course of negotiations aiming at the conclusion of the Agreement and the placement of the Order.

§3 Order.

- 3.1** Orders shall be placed by Ecol Sp. z o.o. in writing, on the basis of a relevant quotation and information provided by the Supplier, prior to the placement of the Order. The Order shall take into account all needs of Ecol Sp. z o.o. related to the Goods and Services and shall include all arrangements made with the Supplier.
- 3.2** The Order may be placed by Ecol Sp. z o.o. also in the electronic form, particularly via e-mails or fax messages. The Order submitted in the electronic form should be, at the same time, confirmed by a written order sent to the Supplier's address.
- 3.3** The acceptance of every order for processing should be confirmed by the Supplier within 3 days from its receipt. The written confirmation shall mean a paper document, a fax message or an e-mail sent by the Supplier to Ecol Sp. z o.o. Signing of the order shall be understood as acknowledging the following GTCPGS and accepting the order for processing. Should the Supplier fail to submit the said confirmation within the

given period, Ecol Sp. z o.o. shall treat it as the acceptance by the Supplier of the order for processing under conditions and within the time period as specified in the order and compliant with the GTCPGS.

- 3.4 The Order may be accepted and confirmed by the Supplier solely without any reservations. All conditions or provisions as set forth by the Supplier in the Order confirmation, which modify, supplement or differ in any way from the conditions determined in the Order and the following GTCPGS, shall be unacceptable and shall be considered as non-reserved, whereas the agreement shall be considered as concluded under the conditions stipulated in the Order submitted by Ecol Sp. z o.o.
- 3.5 Ecol Sp. z o.o. shall be entitled to change the conditions of the Order during its processing. The Supplier shall make best efforts to fulfil the demand, however, the Supplier shall be obliged to promptly notify Ecol Sp. z o.o. of any difficulties or obstacles to the processing of the changed Order, and agree with Ecol Sp. z o.o. on terms and conditions for processing of the changed Order. The Parties hereto shall mutually agree on any changes to the Purchase Price, provided that they result from the said changes to the Order.
- 3.6 Any Changes to the Order by the Supplier, during the Order processing, shall be subject to a prior, written consent of Ecol Sp. z o.o. The consent of Ecol sp. z o.o. may be transferred to the Supplier by electronic means.
- 3.7 Pursuant to the Agreement the Supplier shall supply new Goods. The new Goods shall be understood as unused Goods, manufactured not earlier than within 24 months prior to the Delivery Date.

§4 Purchase Price and payment conditions.

- 4.1 Unless agreed otherwise, the Purchase Price indicated in the Order shall cover packaging, all taxes (except the tax on goods and services, if applicable), charges, duties, transport charges (pursuant to the delivery conditions agreed upon) and any other fees applicable to the delivery of Goods / provision of Services. The Purchase Price shall also cover any costs of additional services related to the delivery of Goods, provided by the Supplier pursuant to a given Order, including, in particular, charges related to transport, assembly, start-up, technical assistance and training.
- 4.2 The payments terms, including payment deadlines, shall be stipulated in the Order.
- 4.3 The payment deadline shall be calculated from the day on which Ecol Sp. z o.o. receives a duly issued invoice. In case of unduly issued invoices, the payment deadline shall be calculated from the day on which Ecol Sp. z o.o. receives corrective invoices, and shall be extended by the time which lapsed between a day of receipt of a VAT invoice and a day of receipt of a corrective invoice.
- 4.4 The Supplier shall issue invoices on the basis of the document, as stipulated in the § 5 item 5.5 below.
- 4.5 The condition for approval the invoice as correct and making it available for payment is to provide PKWiU (Polish Classification of Goods and Services) code or the CN (Combined Nomenclature) code of the goods or service being the subject of the order.

§5 Delivery and delivery date.

- 5.1 Unless agreed otherwise in writing, the date for delivery of Goods / provision of Services shall be set forth in the Order. Provided that there are no changes to the Order pursuant to § 3 above, the date for delivery of Goods / provision of Services, as stipulated in the Order, shall be of a definitive character, and the Supplier shall be liable for any delays in the processing of the Order. The liability of the Supplier shall cover any losses incurred by Ecol Sp. z o.o., as well as any benefits lost by Ecol Sp. z o.o. due to the delays as set forth in the preceding sentence.
- 5.2 The above mentioned liability of the Supplier shall not exempt the Supplier from the obligation to deliver Goods / provide Services. The Supplier shall be obliged to promptly notify Ecol Sp. z o.o. of any circumstances that might affect the delay of delivery of Goods / provision of Services.
- 5.3 Along with the delivery of Goods/ provision of Services, the Supplier shall submit any technical documentation and certificates required in relation to the Goods and Services, in compliance with the binding legal regulations and/or other documents determined in the Order. A failure to fulfil the obligation set forth in the preceding sentence shall be equal to a delayed performance of an obligation by the Supplier, which may result in the withdrawal from the agreement on delivery of Goods / provision of Services, with reference to which the obligation, as set forth in the following item, is breached, without defining an additional period. Should that be the case, Ecol Sp. z o.o. shall be entitled to withdraw from the agreement within 14 days from the moment in which the Supplier breaches the obligation set forth in the item.
- 5.4 The ordered Goods shall be delivered to the seat of Ecol Sp. z o.o. or to any other place indicated in the Order or agreed upon in writing between Ecol Sp. z o.o. and the Supplier. Unloading of the Goods shall be

permitted solely upon a prior consent of people indicated by Ecol Sp. z o.o. and shall be performed in locations selected for the purpose.

- 5.5 An employee or any other person indicated by Ecol Sp. z o.o. shall carry out an inspection of the Good delivery and receipt. The completion of the delivery or provision of services may be confirmed in particular by a delivery document, hand-over document, e.g. Stock Issue Confirmation, bill of lading, acceptance certificate.
- 5.6 The employee of the Supplier, carrying out the delivery of Goods / provision of Services, shall be the representative of the Supplier, authorised to make and take statements on behalf of the Supplier, which statements shall refer to the performance of the Agreement.
- 5.7 Should the delivery of Goods / provision of Services be carried out in parts, any dates and locations for the execution of particular parts of the delivery of Goods / provision of Services as well as relevant quantities of Goods shall be determined in the Order or shall be agreed upon with Ecol Sp. z o.o. in writing. The process of agreeing may also be performed by electronic means.
- 5.8 Should the delivered Goods / provided Services be faulty, defective or non-compliant with the requirements as set forth in § 2 item 2.3., Ecol Sp. z o.o. shall, at its own discretion, be entitled to refuse the acceptance of the Delivery, in whole or in part, and to set for the Supplier an additional date for the delivery of Goods / provision of Services free of any defects and being in compliance with the requirements as set forth in § 2 item 2.3. The costs of acceptance of the faulty Goods / Services and re-delivery of Goods / re-provision of Services shall be borne by the Supplier.
- 5.9 Unless agreed otherwise, any advantages and risk related to an accidental loss or damage to the Goods / provided Services shall be transferred to Ecol Sp. z o.o. upon the confirmation of the release of Goods / provision of Services by means of a relevant document, in compliance with the conditions set forth in the Order.
- 5.10 Pursuant to the Agreement, the Supplier shall undertake to release to the Recipient and transfer to the benefit of the Recipient the ownership of Goods or provide Services, while the Recipient shall undertake to accept the Goods and pay, to the benefit of the Supplier, the Purchase Price or to pay the Purchase Price for provided Services.

§6 Guarantee.

- 6.1 The completion of the Order shall result in granting by the Supplier of a guarantee and warranty for supplied Goods / provided Services within the period as set forth in the Order.
- 6.2 The guarantee period runs from the date as set forth in the Order. Should the date be not set forth, the guarantee period shall run from the date as set forth in § 5 item 5.9. Should the Order fail to indicate the Guarantee Period, the latter shall last for 2 years for delivered Goods. However, the period in question shall not be shorter than the guarantee period granted by the Manufacturer of Goods, and 2 years as to the provided Services.
- 6.3 Ecol Sp. z o.o. shall notify the Supplier of any detected faults and defects in delivered goods / provided services. The faults detected upon the receipt and within the guarantee period shall be removed by the Supplier within the period of no longer than 7 days, unless the Supplier agrees with Ecol Sp. z o.o. on a different time period for the removal of faults and defects.
- 6.4 Ecol Sp. z o.o shall reserve itself the right to return, at the Supplier's expense, any and all faulty goods/services or to demand their repair or replacement. The Supplier shall take all necessary steps to ensure that all faulty goods are replaced or repaired with due care, at the Supplier's expense.
- 6.5 Should the Supplier fail to remove the reported fault or defect within the given time, Ecol Sp. z o.o. may remove the defect at the Supplier's expense and risk. The foregoing shall not breach the rights of Ecol Sp. z o.o. as to contractual penalties, additional compensation and suspension of payment of invoices issued by the Supplier, nor shall it exempt the Supplier from their liability under the guarantee.
- 6.6 The Supplier shall provide Ecol Sp. z o.o. with a guarantee instrument on the day of delivery of Goods / provision of Services at the latest.
- 6.7 Notwithstanding the rights under the guarantee, the Supplier shall be liable towards the Awarding Entity under the warranty, in compliance with the provisions of the Civil Code.
- 6.8 Transporting or shipping of the Goods, with reference to the exercise by Ecol Sp. z o.o. of its rights under the guarantee, shall be made at the Supplier's expense and efforts.

§7 Contractual penalties

- 7.1 A liability for non-performance or undue performance of the order shall be determined in the form of contractual penalties, imposed under the following circumstances, and amounting to:
The Supplier shall pay to the benefit of Ecol Sp. z o.o. contractual penalties:

- 7.1.1** for withdrawing from performance of the accepted order, in whole or in part, which order was not executed due to the reasons attributable to the Supplier or by the Supplier due to the reasons beyond the control of Ecol Sp. z o.o. – in the amount of 20% of gross value of the entire subject of the order;
- 7.1.2** for delayed Good delivery date / Service provision date in the amount of 1% of the Order value, for each day of the delay, it shall also apply to intermediate deadlines (binding for partial deliveries of the Order); guarantee and warranty period, for the defects, in the amount of 1% of the Order value, for each day of the delay, counted from the lapse of the deadline determined for the removal of defects, as set forth in § 6 item 6.3.
- 7.2** Ecol Sp. z o.o. shall be entitled to deduct receivables for charged penalties against the receivables of the Supplier, resulting from the Order. Should the Supplier fail to timely execute the subject of the Order or should the Supplier fail to fulfil the obligation stipulated in § 5 of the GTCPGS, Ecol Sp. z o.o. may – without renouncing the right to charge contractual penalties and supplementary damages - exercise one or more rights stipulated below:
- 7.2.1** to purchase goods from an entity, at the Supplier's expense and risk, in compliance with the rules as set forth in item 7.5;
- 7.2.2** to withdraw from the order due to the reasons attributable to the Supplier, without setting an additional date, upon a written notice sent to the Supplier. Ecol Sp. z o.o. shall be entitled to withdraw from the agreement within 14 days from the date of the scheduled Order execution.
- 7.3** Should the contractual penalty be insufficient to cover the incurred loss, Ecol Sp. z o.o. may claim supplementary damages pursuant to general terms and conditions.
- 7.4** Should the Supplier breach the regulations as to the OHS, fire prevention and environmental protection or internal provisions, at any site of the delivery of Goods / provision of Services, Ecol Sp. z o.o. may charge to the Supplier the costs resulting from the said breach; the Supplier may in particular be charged with penalties compliant with the penalty table in force at the site of the delivery of Goods / provision of Services. The Supplier shall be obliged to pay the penalty determined in the penalty table or being an equivalent of the costs incurred by Ecol Sp. z o.o. within 14 days from the day on which Ecol Sp. z o.o. issues a debit note.
- 7.5.** Should the Supplier fail to timely perform the subject of the Order, Ecol sp. z o.o. shall be entitled, without an additional request, to make substitute purchase at the expense and risk of the Supplier, pursuant to the provisions of art. 479 of the Civil Code. Ecol sp. z o.o. shall notify the Supplier of the issuance of the order and completion of the substitute purchase, whereas the orders, within the scope covered by the substitute purchase, shall be deemed completed and shall not be subject, in that extent, to the execution of the Parties. Having made the substitute purchase, Ecol sp. z o.o. shall charge to the Supplier any costs related to the substitute purchase, in particular the difference in price.

§8 Confidentiality.

- 8.1** Any and all information acquired by the Supplier in connection with the processing of the Order, including information resulting from the content of the Order and other submitted documents, and particularly any and all organisational, commercial and technical information related to Ecol Sp. z o.o., which have not been made public, shall be regarded by the Parties as confidential and as such shall not be disclosed to any third parties. The obligation shall not apply to the situations in which the obligation to provide the information results from mandatory regulations of law.
- 8.2** The Supplier undertakes, in particular, to treat as confidential any information related to the trade volume, applied prices, discounts, product specifications, logistics arrangements, technological data, or otherwise Ecol Sp. z o.o. shall withdraw from the order due to the reasons attributable to the Supplier.
- 8.3** The Supplier undertakes not to use the confidential information for any other purposes than the performance of orders. The Supplier undertakes to ensure that the confidential information is properly and adequately protected. The obligation to maintain confidentiality of the information shall remain in force upon the completion of the order and may be withdrawn by means of a written consent of Ecol Sp. z o.o., or otherwise null and void.
- 8.4** Ecol Sp. z o.o. undertakes to maintain confidentiality of any information supplied by the Supplier, which the Supplier indicated and classified as confidential.

§9 Miscellaneous provisions.

- 9.1** Rights and obligations arising from the Order shall not be transferred to a third party without a previous consent of Ecol Sp. z o.o.
- 9.2** Any and all quotations, orders, agreements and the following GTCPGS shall be governed by the law of

Poland. Any disputes between Ecol Sp. z o.o. and the Supplier, arising from or in connection with the processing of the order shall be settled by a competent court having jurisdiction over the seat of Ecol Sp. z o.o.

- 9.3** The Supplier undertakes to run their business activity in line with ethical standards and professional integrity rules, comply with the rules and regulations, and principles related to the organisation and the safety at the site of delivery of Goods / provision of Services, in compliance with binding provisions on human rights and occupational health and safety, labour law, competition protection, combating unfair competition and antitrust.
- 9.4** The Supplier declares to be familiar with the provisions related to the environmental protection and OHS. The Supplier also declares to be aware of the Integrated Management System policy related to the quality, environment and OHS in Ecol Sp. z o.o. and undertakes to adhere to it.
- 9.5** The Supplier shall be obliged to ensure, within the scope of the relevant liability, that any people operating the means of transport and other machines should hold appropriate qualifications, be trained as to the occupational health and safety, in compliance with the regulations being in force at the site of delivery of Goods / provision of Services, and be notified of workplace hazards, occupational risks connected to the work performed, and they should also have, if required, valid medical certificates, including psychometric ones. The Supplier shall be always obliged to make any relevant documents available for inspection to Ecol Sp. z o.o. or a person indicated by Ecol.
- 9.6** On the request of Ecol Sp. z o.o., the Supplier shall be obliged to provide any operators of means of transport or other machines and oblige them to unconditionally wear safety helmets, warning vests, safety footwear and required personal protection equipment, adequate to identified hazards, at the site of delivery of Goods / provision of Services.
- 9.7** The Supplier shall be obliged to notify Ecol Sp. z o.o. of any breakdowns, accidents and other incidents that may be detrimental to the injured person's health, and which occurred during the provision of the Services.
- 9.8** The Supplier shall be obliged to hold a valid insurance policy against civil liability. The Supplier shall be obliged to submit, on every request of Ecol Sp. z o.o. and within the period indicated by Ecol Sp. z o.o., for its inspection, the insurance policy mentioned in the preceding sentence.
- 9.9** The Supplier shall assume all liability towards Ecol Sp. z o.o. and any third parties for any damage to the property, health or life made by the Supplier, their employees or third parties acting on the Supplier's behalf in relation to the order provision.
- 9.10** The Supplier shall be obliged to maintain the site where Goods are to be delivered/ Services are to be provided in such a condition, during the delivery of Goods / performance of Services, that shall not hinder proper operation of a company belonging to a person to the benefit of whom the Supplier carries out deliveries of Goods / performs Services. The Supplier shall be obliged not to cause a threat to the occupational health and safety, fire safety and environmental protection. While staying at the premises of Ecol Sp. z o.o., the Supplier shall be obliged to adhere to the instructions of the people, appointed by Ecol Sp. z o.o. to be in charge of organising work and safety.
- 9.11** The Supplier shall be obliged to store materials and equipment necessary for the supply of the Goods / provision of the Services at the place determined by Ecol Sp. z o.o. or by a person indicated by it. The Supplier shall be obliged to tidy up the site of the Good delivery / Service provision, as well as to secure their own equipment and materials.
- 9.12** Ecol Sp. z o.o. declares that it has the status of large entrepreneur within the meaning of the Act of 8 March 2013 on payment terms in commercial transactions in the wording given by the Act of 19 July 2019 amending certain acts in order to limit payment blockages.
- 9.13** Any changes and amendments to the order, any conformations and GTCPGS shall be made in writing, or else be null and void.

§10 Information clause.

- 10.1** Ecol Sp. z o.o. with headquarters in Rybnik, ul. Podmiejska 71A, informs that it is the Provider's data provider.
- 10.2** For contact with the Data Protection Officer at Ecol Sp o.o. the following e-mail address is used: ecol@ecol.com.pl.
- 10.3** The personal data of the Supplier are processed for the following purposes:
 - 10.3.1** taking action to conclude and perform the contract, to which the Supplier is a party,
 - 10.3.2** service, investigation and defense in the event of mutual claims.
- 10.4** The legal basis for processing by Ecol Sp z o.o. personal data of the Supplier for the purpose indicated in paragraph 3 above is:

- 10.4.1** taking action to conclude and perform the contract (in accordance with Article 6 (1) (b) of the GDPR) to which the Supplier is a party;
- 10.4.2** compliance with legal obligations (in accordance with Article 6 (1) (c) of the GDPR) related to the payment of taxes, including maintaining and keeping tax records and documents related to the keeping of tax books and keeping accounting records. The legal basis for the processing of data is the legal obligations arising from tax regulations (Tax Ordinance, Act on Value Added Tax, Act on Corporate Income Tax) and the Accounting Act (Accounting Act).
- 10.4.3** legally justified interest of Ecol Sp z o.o. (in accordance with Article 6 (1) (f) of the GDPR) - to handle, investigate and defend in the event of mutual claims;
- 10.5** Personal data of the Supplier may be disclosed by Ecol Sp z o.o. entities cooperating with it (recipients), only to the extent necessary for the proper implementation of the concluded contracts, as well as in a situation where such an obligation will result from the generally applicable provisions of law binding on Ecol sp. o.o.
- 10.6** The personal data of the Supplier are processed during the term of the contract, and after the period of its binding until the mutual claims arising from this contract expire, as well as for a period resulting from generally applicable laws.
- 10.7** Providing personal data was and is voluntary, but necessary for the conclusion and performance of the contract.
- 10.8** The supplier has the right to access their data, the right to rectify it, delete it, limit the processing and the right to transfer its data, as well as the right to raise objections, in cases where Ecol Sp z o.o. processes the Provider's personal data based on its legitimate interest.
- 10.9** The Supplier has the right to lodge a complaint to the President of the Office for Personal Data Protection.
- 10.10** Supplier data will not be transferred outside the European Economic Area or to an international organization.
- 10.11** Supplier data will not be the basis for issuing decisions in an automated way including profiling.

The following terms and conditions shall enter into force on 1 October, 2020