

## § 1. PRELIMINARY PROVISIONS

*[ Conditions for the execution of Deliveries ]*

1. These General Terms & Conditions for the Provision of Services, Deliveries and Construction Works for Górka Cement Sp. z o.o. (hereinafter referred to as „**General Terms & Conditions**”) constitute an integral part of every order placed by GÓRKA CEMENT Sp. z o.o. (hereinafter referred to as the „**Ordering Party**”) for the sale or delivery to the Ordering Party of supplies, raw materials, parts, prefabricated products, articles or devices and any related services, as well as construction works, offered or delivered by an entity hereinafter referred to as the „**Supplier/Contractor**” or, respectively, the „**Supplier**” or the „**Contractor**”.
2. The use of the following terms in these General Terms & Conditions shall be understood as follows:
  - „**Order**” means an order placed with the Supplier/Contractor by the Ordering Party for the purchase of Goods, Services or Construction Works, including orders placed electronically;
  - „**Contract**” means a written agreement and/or an Order for the purchase of Goods, Services or Construction Works with Supplier/Contractor by the Ordering Party and any other documents submitted by the Ordering Party in order to be included in the Contract, such as, among others any specifications (which include the specifications from Suppliers/Contractors when the Ordering Party expressly agrees to the use of such specifications or places an Order based on such specifications);
  - „**Goods**” means items delivered by the Supplier in accordance with the Order, including any materials, documents and other elements provided by the Supplier, arising in connection with the Services provided, in any form or on any medium, including, but not limited to, data, diagrams, drawings, reports and specifications;
  - „**Deliveries**” means the delivery of Goods by the Supplier in accordance with the Order;
  - „**Services**” means services provided by the Supplier or the Contractor in accordance with the Order, including in particular any works in the field of assembly, disassembly, operation and maintenance of machines and devices provided to the Ordering Party;
  - „**Construction Works**” means construction, as well as works consisting in the extension, demolition, reconstruction, renovation of buildings within the meaning of the Construction Law, together with any related works, carried out by the Contractor for the Ordering Party;
  - „**Subject of the Order**” is specified in the content of the Order and/or other documentation constituting the Contract;
  - „**Party**” means the Ordering Party/Supplier/Contractor, respectively, being parties to the concluded Contract;
4. The Supplier undertakes to notify each delivery at least 1 day in advance.
5. In the event of an unadvised Delivery, the Ordering Party has the right to send back the delivery at the Supplier's expense, or to accept it and store the Goods at the Supplier's expense and responsibility.
6. Partial deliveries will be accepted after prior written agreement.
7. If the Supplier finds that the agreed delivery date cannot be met for any reason, he shall immediately notify the Ordering Party in writing and indicate a new delivery date. If the Ordering Party accepts in writing (including by e-mail) the date provided by the Supplier or sets a different date, then the Supplier shall make the delivery in accordance with the new arrangements.
8. The Goods will be delivered by the Supplier to the place and on the terms specified in the Order.

*[ Conditions for the execution of Services and Construction Works ]*

9. The Contractor may request a change in the date of completion of the Subject of the Order in the following cases:
  - a) interruption in the performance of works for reasons attributable to the Ordering Party,
  - b) introduction of additional works, provided that it affects the date of completion of the works depending on the specificity of the performed works,
  - c) occurrence of weather conditions preventing the execution of works, unless their occurrence was impossible to predict
 – respectively by the number of days of the obstacle reported by the Contractor and confirmed by the Ordering Party.

## § 4. REMUNERATION

*[ General provisions ]*

1. The Contractor declares that the remuneration specified in the Contract includes all factors necessary to perform the Subject of the Order.
2. The Ordering Party is obliged to pay the invoice issued by the Supplier/Contractor in accordance with the payment terms specified in the Contract. The Ordering Party reserves the right to make deductions or withhold payments for Goods, Services or Construction Works that have not been completed in accordance with the Contract.
3. Provided that the Goods, Services or Construction Works and the delivered invoice comply with the specification and content of the Order, payments shall be made by the Ordering Party in the form of a bank transfer to the Supplier's/Contractor's account indicated on the invoice, within 30 days from the date of issuing the invoice or faultless delivery of the Goods, completion of the Services or acceptance of the Construction Works without reservations, whichever occurs later, unless the Parties agree otherwise in writing.
4. The date of payment shall be the date of debiting the Ordering Party's account. If the invoice does not contain the information required by law or agreed by the Parties, it may be sent back to the Supplier/Contractor. In this case, such an invoice is considered undelivered, and thus the payment deadline does not start. The deadline for payment of incorrectly issued invoices is counted from the moment of delivery to the Ordering Party of correctly issued invoices or corrective notes.
5. If all or part of the Subject of the Order has been performed by a subcontractor, the condition for payment of the Contractor's remuneration for this part of the Subject of the Order will be the submission to the Ordering Party of the subcontractor's written statement on the performance of the Contractor's financial obligations towards its subcontractor for the implementation of a given part of the Subject of the Order.
6. The Ordering Party declares that it is a large entrepreneur within the meaning of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions (i.e. Journal of Laws of March 8, 2021, item 424, as amended).
7. If the remuneration due is subject to withholding tax within the meaning of the provisions of the Corporate Income Tax Act and if the total amount of the net remuneration under the contract exceeds PLN 10,000, PLN, the Contractor (foreign entity) is obliged to send to the Ordering Party:
  - a. the original of the Residence Certificate valid as at the date of payment of remuneration,
  - b. a signed up-to-date Declaration of the Beneficial Owner according to the specified document pattern,
  - c. completed up-to-date diagnostic questionnaire according to the specified document pattern.
8. The statement of the Contractor (foreign entity) referred to in section 7 above shall be considered valid if it was signed not earlier than three months before the

## § 2. SCOPE OF APPLICATION OF THE GENERAL TERMS & CONDITIONS

1. These General Terms & Conditions apply to all Contracts, unless otherwise specified in the Contract.
2. If the general terms and conditions of sale or other contract patterns from the Supplier/Contractor are in part or in full inconsistent with these General Terms & Conditions, then these General Terms & Conditions shall be binding, unless the Parties agree otherwise.
3. If there is a conflict between the General Terms & Conditions and the content of the Order/Contract, the conditions set out in the Order/ Contract shall apply.
4. Unless otherwise stipulated in the Order/Contract, the Supplier/Contractor is obliged to provide all materials, labour, tools and machines necessary to perform the Subject of the Order.
5. Orders for Goods, Services or Construction Works will be placed in writing. Orders shall be confirmed in writing by the Supplier/Contractor within 3 business days from the date of the Order. A paper document or an e-mail sent by the Supplier/Contractor to the Ordering Party is considered a written confirmation.
6. Any amendment or addition to any of the provisions of the Order and/or the General Terms & Conditions require express written confirmation by the Ordering Party.

## § 3. COMPLETION DATES AND PLACE OF DELIVERY OF THE GOODS, PERFORMANCE OF SERVICES AND CONSTRUCTION WORKS

1. The completion dates of deliveries of Goods, performance of Services and Construction Works are specified in the Order and mean the date of delivery of the Goods to the place of delivery indicated in the Order or, respectively, the date of performance of the Service or Construction Works.
2. The Supplier/Contractor undertakes to comply with the completion dates indicated in the Order.
3. The Supplier/Contractor is responsible for damages resulting from the delay in the performance of the Contract.



we are the part of



payment of remuneration. The payment of remuneration is suspended until the documents referred to in section 7 points a-c are obtained from the Contractor (foreign entity).

*[ Remuneration for Construction Works ]*

9. If the Contract provides for partial acceptances, the settlement for the works performed will be made with partial monthly invoices, in proportion to the progress of works in a given month, issued after the Ordering Party signs the partial acceptance protocol without reservations and with the final invoice issued after the Ordering Party signs the final acceptance protocol without reservations or on the basis of invoices issued in accordance with the staging specified differently in the Order, depending on the content of the Order.
10. If the Order does not provide for partial acceptances, the entire remuneration shall be paid after the final acceptance without reservations.

**§ 5. TERMS OF IMPLEMENTATION OF THE CONTRACT**

*[ Conditions for the Delivery of Goods ]*

1. Each Delivery shall be accompanied by a set of shipping documents and a bill of lading. These documents shall include the Order number, Order date, as well as the specification of the goods shipped, quantity, and details of the packaging.
2. The delivery of the Goods shall be accompanied by: warranty cards, technical documentation related to the goods, such as: operating and maintenance manuals, training manuals, drawings, technical data sheets, product safety data sheets, plant inspection certificates, certificates of conformity and other necessary attestations.
3. All Goods ordered and purchased by the Ordering Party shall meet the requirements regarding environmental protection. In the case of chemical substances and hazardous materials, it is required to provide up-to-date Safety Data Sheets. The Supplier is obliged to make every effort to perform the Order in accordance with Polish and international environmental requirements.
4. The Ordering Party may refuse to accept the delivery if, due to the incompleteness of the shipping documents/bill of lading, it is impossible or excessively difficult to assign the delivery to the appropriate order.
5. The Supplier is liable for damages resulting from loss or damage to the delivery caused by improper labeling, packaging or identification of the shipment, as well as for any damage caused to the property of the Ordering Party in connection with the execution of the Delivery, if they occurred for reasons attributable to the Supplier.
6. The transfer of the risk of accidental loss or damage to the goods from the Supplier to the Ordering Party takes place at the moment of faultless documented receipt of the delivery item by the Ordering Party at the agreed place.
7. In the event that the Goods do not meet the specifications, the Ordering Party is entitled to return the Goods, including all or part of the Delivery, to the Supplier at the Supplier's cost and risk or may notify the Supplier that the Goods have been rejected and are stored at the Supplier's risk and expense.
8. The Supplier represents and warrants that the Goods delivered by it are free from any physical or legal defects, in particular that they do not infringe any intellectual property rights of third parties, in particular any proprietary copyrights, trademark protection rights, patents or design registration industrial/utility rights. The Supplier undertakes to protect the Ordering Party at its own expense or to cover any damages, including direct and indirect, arising in connection with the delivery of defective Goods.
9. The Supplier's personnel and subcontractors engaged by it are obliged to comply with internal regulations that are in force at the premises of the Ordering Party.

*[ Conditions for the provision of Services and Construction Works ]*

**Obligations of the Contractor**

10. The Contractor is obliged to carry out the Construction Works constituting the Subject of the Contract in accordance with applicable regulations, standards and technical conditions, rules of technical knowledge, as well as instructions provided by the supervision of the Ordering Party (supervision inspector / authorized employee).
11. The area located on the premises of the Ordering Party's plant, where the Construction Works covered by the Subject of the Order will be carried out, hereinafter referred to as the "Work Site", will be handed over to the Contractor by the Ordering Party in a protocol.
12. The Contractor states that before concluding the Contract he got acquainted with the local conditions in which the works will be carried out, the possibilities of supplying energy, water and other media and took the above into account in the calculation of the offer price.
13. All materials used by the Contractor shall comply with the requirements of applicable law and relevant standards as well as the terms of the Order.

14. When carrying out the works covered by the Subject of the Contract, the Contractor shall comply with the instructions of the Supervision Inspector and/or the Ordering Party's representative.
15. The Contractor shall provide the Ordering Party with a list of all persons/employees envisaged for the performance of the Contract. For persons who, while performing the Order, have to enter the premises of the Ordering Party's plant, it is necessary to present their list containing their names and surnames, as well as ID card numbers (or equivalent documents) and indicate the authorities issuing these documents.
16. The Contractor will implement the Subject of the Order using employees who are in possession of in particular:
  - a) appropriate authorizations and qualifications,
  - b) up-to-date medical examinations,
  - c) up-to-date training in health & safety and fire protection,
  - d) work clothes or vests with reflective (warning) elements.
17. The Contractor ensures that:
  - a) he will comply with any instructions of the Supervision Inspector or an authorized employee of the Employer, who, at the Contractor's request, are obliged to confirm them in writing,
  - b) he will employ the necessary works management (construction/works manager) at least for the duration of the execution of the Subject of the Order,
  - c) he will inform the Ordering Party of any problems or circumstances that may affect the quality of the works, increase the price or delay the date of completion of the works,
  - d) he will provide the Ordering Party with the "Contractor's Statement on Health & Safety" and sign the "Contract/Order Information Sheet".
18. The Contractor shall organize on his own social and technical facilities for his works, subject to § 5 section 25.
19. The Contractor will organize workplaces and perform all works in accordance with applicable law and internal regulations in the field of health & safety and fire protection in force on the premises of the Ordering Party.
20. During the execution of the works, the Contractor is responsible for the Work Site and he shall keep it free of obstacles, store materials and equipment in the agreed places and in proper order, and remove unnecessary items.
21. The Contractor is fully responsible for damages caused to the property of the Ordering Party as a result of the activities of the Contractor or its subcontractors.
22. The Contractor is responsible for environmental protection at the Work Site and in its immediate vicinity.
23. The Contractor is obliged to remove and dispose of all waste generated during the performance of the Subject of the Order, in accordance with the requirements of applicable Waste Act.
24. The Contractor shall take appropriate measures to secure the roads leading to the Work Site, and after the completion of the Order, until the final acceptance date, he will tidy up the area where he performed the works.

**Obligations of the Ordering Party**

25. The Ordering Party is obliged to hand over the Works Site after the conclusion of the Contract by the parties and within the time limit enabling the implementation of the subject of the Contract.
26. The Ordering Party shall provide and make available to the Contractor a media collection point necessary to perform the subject of the Contract.
27. Upon the request of the Contractor, the Ordering Party will provide a site plan, including an indication of underground utilities, provided that it has knowledge in this area.
28. The Ordering Party shall inform the Contractor about the applicable work order and discipline, including:
  - a) the rules applicable at the premises of the Ordering Party,
  - b) occurring technical threats,
  - c) the manner of reporting accidents and hazards.

**Subcontractors**

29. If the Contractor engages subcontractors, the Employer's consent is required, pursuant to the provisions of Art. 647(1) of the Civil Code.
30. Subcontracting a part of the works to subcontractors does not release the Contractor from liability towards the Ordering Party for the performance of this part of the works. The contractor is responsible for the acts, defaults and negligence of subcontractors and its employees as much as for its own.

**§ 6. ACCEPTANCE OF THE SUBJECT OF THE ORDER**

*[ Acceptance of Goods and Services ]*

1. Delivery of Goods or performance of Services shall not be deemed tantamount to acceptance of such Goods or Services by the Ordering Party. The Purchaser shall be entitled to a reasonable period of time to inspect or test the Goods and/or



we are the part of



Services and to notify the Supplier/Contractor of any defects. If a defect in the Goods and/or Services was not, for reasonable reasons, detectable during the inspection, the Ordering Party shall have a reasonable period of time to report such defect after its discovery or to reject the Goods and/or Services.

- The parties may agree on a specific acceptance procedure, and in such a case the acceptance shall be documented by the Ordering Party's written statement of acceptance. The Supplier/Contractor shall notify the Ordering Party in advance in writing about the readiness of the Goods or Services for acceptance.

*[ Acceptance of Construction Works ]*

- If the Subject of the Order is to be completed within 30 days from the commencement of works, only the final acceptance will apply. In the event that the Order is executed in more than 30 days, the Parties may apply partial acceptances. In each case, the acceptance of works which are to be covered or removed from sight shall apply.
- The Ordering Party shall accept works which are to be covered or removed from sight on an ongoing basis during the execution of the works, at the latest within 2 working days from the date of receipt of the Contractor's notification.
- The Ordering Party shall carry out a partial acceptance of the works in accordance with the schedule set out in the Order within 3 working days from the date of receipt of the notification from the Contractor about the completion of these works together with a set of required documents.
- The final acceptance consists in assessing the completeness and quality of the entire Order. The Ordering Party shall carry out the final acceptance within 5 working days from the date of receipt of the notification from the Contractor about the completion of the order along with a set of required documents.
- If, in the course of the acceptance procedure, some defects are found:
  - that can be removed – The Ordering Party may refuse the acceptance until the defects are removed,
  - not suitable for removal - the Ordering Party may exercise the rights specified in section 8 below.
- If in the course of acceptance or during the contractual or statutory warranty period any defects that cannot be removed have been found, the Ordering Party is entitled to:
  - if the defects make it possible to use the subject of the Contract in accordance with its intended purpose - reduce the remuneration for this item in accordance with the lost utility, aesthetic and technical value and demand removal of defects, setting an appropriate deadline for the Contractor;
  - if the defects make it impossible to use the subject of the Contract in accordance with its intended purpose:
    - withdraw from the Contract,
    - demand implementation of the subject of the Contract for the second time, while retaining the right to demand that the Contractor repair the damage resulting from the delay.

**§ 7. CONTRACTUAL AND STATUTORY WARRANTY**

- The Supplier/Contractor grants the Ordering Party a guarantee for the Subject of the Order, on the terms set out below, ensuring that it has been made in accordance with the Contract, applicable standards and laws.
- Unless otherwise stipulated in the Contract, the contractual and statutory warranty period is 12 months from the date of Delivery, performance of the Service, performance of Construction Works or signing of the final acceptance protocol of the Subject of the Order without reservations, whichever happened later.
- If during the warranty period the Ordering Party finds that the Subject of the Order has defects, it is entitled to submit a notification to the Supplier/Contractor via e-mail or in writing. The Supplier/Contractor undertakes to immediately confirm in writing or by e-mail the receipt of the notification. If the Supplier/Contractor does not confirm receipt of the notification within 2 working days from the submission of the notification by the Ordering Party, it is considered that the Supplier/Contractor submitted such confirmation upon the expiry of this period.
- The Supplier undertakes to immediately, but not later than within 7 working days from the date of sending the notification by the Ordering Party, remove the defect, and if this was not possible - deliver a new, defect-free item covered by the warranty or an appropriate part of it and make assembly and, if applicable, commissioning of the item.
- In justified cases, in particular for technological reasons, the Ordering Party, at the request of the Supplier/Contractor, may agree in writing to extend the deadline provided for in section 4 above.
- The Supplier/Contractor shall take all necessary steps to replace or repair the defective Goods and/or remove the defect or otherwise achieve compliance of the Subject of the Order with the Contract. The Supplier/Contractor shall, at its own expense, dismantle the defective Goods and assemble and launch a defect-free/new item covered by the warranty. In a situation where it is possible to

remove the defect of the Goods by repairing them, and dismantling them would be impossible or too time-consuming, the Supplier/Contractor - with the consent of the Ordering Party - may repair the Goods at the place of their location/installation.

- If the Supplier/Contractor delivers a new, defect-free item to the Ordering Party instead of a defective item covered by the warranty, or makes significant repairs to the item covered by the warranty, the warranty period starts anew from the moment of delivery of a new, defect-free item covered by the warranty or return of the repaired item. If the Supplier/Contractor replaced part of the item covered by the warranty, the preceding sentence shall apply accordingly to the replaced part. In other cases, the warranty period is extended by the time during which, due to a defect in the item covered by the warranty, the Ordering Party could not use it.
- If the Supplier/Contractor replaces a defective item covered by the warranty or its defective part with a new one, the Supplier/Contractor is obliged to collect the defective item covered by the warranty or its defective part from the Ordering Party.
- If during the warranty period the item covered by the warranty or its part is the subject of a complaint twice, at the third complaint it is subject to replacement with a new one, free from defects, regardless of the possibility and admissibility of its repair. The provisions of this paragraph do not exclude the possibility of requesting the replacement of a defective item covered by the warranty with a new one, free from defects already at the first or second complaint.
- In the event that the Supplier/Contractor fails to meet the deadline for removing the defect of the item covered by the warranty, he shall provide the Ordering Party at his own expense, for the time of removing the defect, including by delivering a new item covered by the warranty or its part, a replacement device with parameters and properties not worse than the item covered by the warranty, perform installation and commissioning and train the Ordering Party's employees in its operation within 2 working days from the date of failure to meet the deadline for removing defects.
- If the Supplier refuses to remove the defect of the item covered by the warranty or its part or fails to remove it within the period provided for in paragraph 4 or specified on the basis of sec. 5 of this paragraph and fails to provide the Ordering Party with a replacement device, the Ordering Party shall be entitled to remove the reported defect independently or through a third party at the expense and risk of the Supplier/Contractor.
- The Supplier/Contractor is responsible for any damage caused during the removal of defects and damage which arose in connection with the occurrence of the defect.
- The above provisions do not exclude or limit the Ordering Party's rights under the statutory warranty for defects, to which it is entitled under general rules. In particular, the Supplier/Contractor is liable to the Ordering Party if the completed Subject of the Order has defects that reduce its value or usefulness due to the purpose specified in the Contract.
- The Supplier/Contractor grants the Purchaser a statutory warranty for the entire Subject of the Order for a period of 12 months from the date of signing the acceptance protocol without reservations or for a period equal to the period of the contractual guarantee provided, if it is longer.
- The Supplier/Contractor undertakes to remove defects reported by the Ordering Party entitled under statutory warranty at its own expense within 7 working days from the date of their notification by the Ordering Party, unless a longer period has been agreed individually with the Supplier/Contractor.
- Any declarations of the Supplier/Contractor regarding the exclusion of statutory or contractual warranty remain ineffective towards the Ordering Party.

**§ 8. INSURANCE**

If the Supplier performs the service on the premises of the Ordering Party, the Supplier is obliged to provide the Ordering Party with the relevant third party liability insurance for its activities and to confirm that the policy has been fully paid. The minimum policy value is PLN 200,000.

**§ 9. CONTRACTUAL PENALTIES**

- In the absence of other provisions of the Contract, liability for non-performance or improper performance of the Order is established in the form of contractual penalties in the following cases and amounts:  
The Supplier/Contractor shall pay the Ordering Party a contractual penalty:
  - for withdrawing from the Contract by the Ordering Party for reasons attributable to the Supplier/Contractor or by the Supplier/Contractor for reasons beyond the Ordering Party's control - in the amount of 20% of the value of the Order;
  - for delay in performance of the Contract within the time limits specified therein for reasons for which the Supplier/Contractor is responsible - in the amount of 0.2% of the value of the Contract for each day of delay,



we are the part of



- c. for delay in removing defects found upon acceptance or during the statutory or contractual warranty period - in the amount of 0.5% of the value of the Contract for each day of delay calculated from the expiry of the deadline set by the Ordering Party for the removal of defects.
2. In the event of withdrawal from the Contract by one of the parties due to the fault of the Ordering Party, the Ordering Party is obliged to pay the Supplier/Contractor a contractual penalty in the amount of 20% of the value of the Contract.
3. For each breach of health & safety and fire protection regulations in force at the Ordering Party's premises, the Supplier/Contractor shall pay the Ordering Party a contractual penalty in the amount of PLN 500, with the proviso that the Supplier/Contractor shall also cover any damages to the Ordering Party, including reimbursing the amounts of any fines charged to the Ordering Party by any authorities administrative, in connection with the violation of applicable health and safety and fire regulations by the Supplier/Contractor or its subcontractors.
4. If the representatives of the Ordering Party find out that there are employees of the Contractor or its subcontractors on the premises of the Ordering Party who are under the influence of alcohol, drugs or other intoxicants, or if it is found that they smoke cigarettes outside the places designated for this purpose, the Contractor shall pay a contractual penalty in the amount of PLN 1 000 PLN (one thousand zlotys) for each noticed case (for each person).
5. The Ordering Party has the right to deduct contractual penalties from the Supplier's/Contractor's remuneration. If the amount of damage suffered by the Ordering Party exceeds the amount of contractual penalties charged to the Supplier/Contractor, the Ordering Party may claim supplementary compensation on general terms.
6. If the Supplier's/Contractor's delay exceeds 30 days, the Ordering Party may, within 120 days from the completion date indicated in the Contract, withdraw from the Contract, retaining the right to contractual penalties accrued until the date of withdrawal from the Contract and any supplementary compensation, and may deduct these amounts from the remuneration due to the Supplier /Contractor. Such a withdrawal shall be treated as a withdrawal due to the fault of the Contractor.

#### § 10. FORCE MAJEURE

Neither Party shall be liable for non-performance or improper performance of the Contract in the event of unforeseen circumstances, independent of the Party's will, which the Party could not prevent with due diligence, resulting from the action of natural forces, and which occurred after the conclusion of the Contract, preventing its performance in whole or in part. The Party is obliged to inform the other Party about the occurrence of circumstances considered "force majeure" within 3 days from the occurrence of "force majeure".

#### § 11. TERMINATION AND WITHDRAWAL FROM THE CONTRACT

1. The Ordering Party may terminate the Contract without giving any reason in whole or in part by giving written notice to the Supplier/Contractor fourteen (14) calendar days in advance. In such a situation, the Ordering Party shall pay the Supplier/Contractor the value of the delivered/completed but not yet paid Goods, Services and/or Construction Works (provided that they are in accordance with the Contract) as well as proven, justified direct costs incurred by the Supplier in connection with the Goods, Services and/or Construction Works that have not been delivered or performed, however in no case will such payment exceed the agreed price under the Contract. The Supplier/Contractor will not be entitled to any additional remuneration.
2. The Ordering Party may withdraw from the Contract:
  - a. if the Supplier/Contractor has not commenced its works or interrupted the works for reasons beyond the Ordering Party's control and has not resumed them despite the Ordering Party's requests for a period longer than 14 days,
  - b. if the Supplier/Contractor does not perform the Order in accordance with the Contract or improperly performs its contractual obligations, despite a written request for proper performance of the Contract and the ineffective expiry of the additional period set for the Contractor, not shorter than 7 days.
3. Notwithstanding the provisions of sec. 2, the Ordering Party has the right to withdraw from the Contract if the Supplier/Contractor persistently violates the contractual provisions, in particular in the case of charging the Supplier/Contractor a contractual penalty twice.
4. The Ordering Party may withdraw from the contract after the occurrence of the conditions specified in paragraph 2 or 3 within 120 days from the expiry of the time limit specified in the summons referred to in section 2 point (a) or (b).
5. Withdrawal from the Contract shall be made in writing under pain of nullity of such withdrawal and it shall contain a justification.
6. After termination or withdrawal from the Contract, the Supplier/Contractor shall immediately return to the Ordering Party at its own expense all items owned by the Ordering Party and shall provide the Ordering Party with complete

documentation regarding the delivered Goods and/or performed Services or Construction Works.

#### § 12. CONFIDENTIALITY

1. Any information obtained by the Supplier/Contractor in connection with the performance of the Contract, including in particular any organizational, commercial and technical information regarding the Ordering Party that are not publicly available, shall be considered by the Parties as confidential information and as such shall not be disclosed to third parties. This obligation does not apply to situations where the obligation to provide information results from mandatory provisions of law.
2. In particular, the Supplier/Contractor undertakes to treat as confidential any information regarding the volume of trade, applicable prices, discounts, product specifications, logistic agreements, technological data, under pain of withdrawal by the Ordering Party from the order for reasons attributable to the Supplier/Contractor.
3. The Supplier/Contractor declares that it will not use confidential information for purposes other than for the performance of the Contract and that it will provide such information with adequate protection appropriate to its confidential nature.
4. The obligation to keep confidential information secret remains in force after the Contract has been completed and may be waived only with the written consent of the Ordering Party, under pain of nullity.

#### § 13. ECONOMIC SANCTIONS

1. The Supplier/Contractor represents and warrants that none of the goods, materials, equipment, components, parts, technologies or services that are included in the Goods and/or Services or that are provided in connection with the Goods and/or Services originate from any country or a region subject to a comprehensive embargo maintained by any public authority which, in its sole discretion, may impose penalties or other measures on it. If any Goods and/or Services are or will be subject to export restrictions, it is the Supplier's/Contractor's responsibility to promptly provide the Ordering Party in writing with details of such restrictions.
2. The Supplier/Contractor represents and warrants that he is not a person subject to economic or financial sanctions imposed by any public authority, national or international.

#### § 14. PERSONAL DATA

The administrator of personal data is Górka Cement Sp. z o.o. with its registered office at ul. Lipcowa 58, 32-540 Trzebinia. The data will be processed for the purpose of performance of the Contract, its settlement and possible debt collection and pursuing claims. Processing of data is necessary for the performance of the contract (Article 6 section 1 point b of the Regulation on the protection of personal data), as well as for possible debt collection and pursuing claims, which is the legitimate interest of the data administrator (Article 6 section 1 point f of the Regulation on the protection of personal data). Providing data is a condition for the performance of the Contract, and failure to provide them will prevent its conclusion. The data will be processed for the duration of the Contract, and after its termination until the limitation period for any claims. In the event of consent to the sending of commercial information by electronic means, the data will be processed until the consent is withdrawn. The administrator of your personal data may engage external service providers to process personal data on its behalf (e.g. entities providing accounting, distribution services, etc.). Each person has the right to request access to their personal data, rectification, deletion, limitation of processing and its transfer. Each person has the right to object to the processing of their personal data, including for marketing purposes, to lodge a complaint with the President of the Office for Personal Data Protection and to withdraw consent at any time, without affecting the lawfulness of processing which was made on the basis of consent before its withdrawal.

#### § 15. FINAL PROVISIONS

1. The Contractor's transfer of the Supplier's/Contractor's receivables and claims arising from the Contract requires the consent of the Ordering Party expressed in writing.
2. The invalidity or unenforceability of any provision of the Contract will not adversely affect the validity or enforceability of the remaining terms.
3. In matters not covered by these General Terms & Conditions the relevant provisions of Polish law shall apply.
4. Any disputes arising from the provisions of the Contract shall be resolved by the court competent for the seat of the Ordering Party.
5. The General Terms & Conditions for the Provision of Services, Deliveries and Construction Works for GÓRKA CEMENT shall apply from December 1, 2022.



we are the part of

