

**GENERAL PURCHASE TERMS AND CONDITIONS****§ 1 Application scope**

- 1) These terms and conditions (hereinafter referred to as: GPTC) shall apply to the relations between Euroglas Polska Sp. z o.o. with its registered office in Osiedle Niewiadów (hereinafter referred to as the Buyer or the Customer, respectively) and the seller/contractor of specific works, services or deliveries provided to the Buyer (hereinafter referred to as: the Seller) for the purpose of an agreement/order for the sale of goods, services, works or deliveries. The GPTC shall also apply to all future business relations, even if they have not yet been expressly agreed. Any deviating general commercial terms and conditions of the Seller (including purchase/sales ones), which the Buyer does not expressly confirm or even which he does not expressly deny shall not be binding upon the Buyer. The GPTC shall prevail over any other contractual provisions of the Buyer and the Seller, and in the event of a contradiction between the order and these terms and conditions, these GPTC shall apply.
- 2) All agreements concluded between the Buyer and the Seller in connection with the conclusion of an agreement for the sale/delivery/performance of certain services or works are included in these agreements, these GPTC and the Buyer's proposals and are made in writing.
- 3) Individual agreements concluded between the contracting parties (including additional agreements to these GPTC signed between the parties according to the amendments and/or exclusions form to the GPTC) always take precedence over these general purchase terms and conditions.
- 4) The Seller's GPTC shall not apply.

**§2 Internal company principles**

- 1) The Seller undertakes to comply with the internal rules of the Buyer's company and the regulations in force at the Customer's premises as set out in I-FU-9-1\_D1 Specific regulations for Visitors and External Businesses - Appendix 1 and I-FU-9-1\_D2 Specific regulations for Shipping Companies and Drivers - Appendix 2. These documents are available upon request. By concluding an agreement with the Buyer, the Seller thereby confirms that he has acquainted himself with these documents and these GPTC.

**§ 3 Proposal and agreement conclusion**

- 1) The Buyer shall have the time to conclude the relevant agreement/place a relevant order in accordance with the provisions of the Seller's proposal. If the Seller does not accept these terms and conditions applicable to the order, the Buyer shall have the right to withdraw from the agreement within a period of up to 1 month from the date on which the Seller has declared to the Buyer that he does not accept the GPTC.
- 2) Drawings, plans and other documents attached to the order shall remain the property of the Buyer, who hereby reserves all copyright to these documents. If the Seller does not confirm the Buyer's order within the deadline specified in section 2 (1), these documents shall be immediately returned to the Buyer.

**§ 4 Payments**

- 1) The price stated by the Buyer in the order shall be binding and shall include the costs of delivery to the Buyer, unless the Parties have agreed otherwise in writing. The price includes the packaging costs. The price stated in the order does not include the amount of value added tax (VAT). For proper identification of the transactions between the Parties, all invoices from the Seller must include the order number specified by the Buyer.

The Buyer shall pay within 30 days of receipt of the invoice or within the period stated on the invoice, unless agreed otherwise in writing with the Seller.

- 2) The Seller, who provides the Buyer with certain services, does not have its registered office in the territory of the Republic of Poland and therefore he shall send to the Buyer, together with the first invoice, the original of a current tax residence certificate (documenting the taxpayer's registered office for tax purposes in a given country) issued by the competent tax authority, pursuant to Article 26 of the Act of 15 February 1992 on Corporate Income Tax (Polish Journal of Laws no. 21, item 86, as amended),  
In the event of failure to provide a residence certificate, in relation to certain types of services, a flat-rate income tax of 20% of the amount due (as at the date of the transfer) may be charged - in accordance with Article 21 of the aforementioned Act.
- 3) The Buyer shall have full statutory rights of deduction and retention. The Seller shall not be authorised to transfer rights or claims from the contractual relationship onto any third parties without the prior written consent of the Buyer.
- 4) If the Buyer is required to make an advance payment of more than EUR 20,000 or CHF 20,000, the Seller must additionally provide a bank guarantee for the return of the advance payment, which shall be irrevocable, unconditional and payable at the Buyer's first request in the event of the Seller's failure to perform the agreement.
- 5) Euroglas Poland Sp. z o. o. in accordance with art. 4c of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions, declares to be a large entrepreneur as stated in Art. 4 point 6 of above mentioned the act.

#### **§ 5 Delivery terms**

- 1) The delivery period or date specified by the Buyer in the order shall be binding time for the Seller.
- 2) If the Seller fails to meet the delivery date and notifies the Buyer of the delay and possible acceptance of the delayed delivery by the Buyer (if any), the Buyer shall have the right to withdraw from the order within 1 month of being notified of the delayed delivery.
- 3) If the Buyer is in arrears with the payment, the Seller shall be entitled to statutory interest in accordance with applicable legislation.

#### **§ 6 Shipment**

- 1) The notice of shipment must be given to the Buyer in due time with sufficient advance. Unless otherwise agreed, delivery shall take place on DAP terms (Incoterms 2010): Euroglas Polska Sp. z o.o. 97-225 Ujazd, Osiedle Niewiadów 65
- 2) Consignment notes and delivery notes must bear the signature of the Seller, the carrier and a unique designation of the contents, including the order number specified by the Buyer. If these provisions are not complied with, the Seller shall be liable and shall bear the resulting costs.

#### **§ 7 Guarantee/complaint**

- 1) The Buyer shall examine the goods delivered by the Seller for any possible deviations in quality and quantity within a reasonable period of time, but not shorter than 2 weeks from the date of delivery. A complaint concerning apparent defects is made in due time if it is submitted within seven working days of the discovery of defects or quantitative or qualitative non-compliances. The complaint concerning hidden defects is made in due time if it is submitted by the Buyer within seven working days of their discovery. Defective goods / products shall be sent back by the Buyer to the Seller at the Seller's expense.
- 2) The Buyer shall be entitled to statutory warranty claims against the Seller, who shall be liable to the Buyer to the extent permitted by law. The warranty period for physical defects of the goods is set at 48 months from the date of transfer of risk to the Buyer, unless agreed otherwise.

- 3) The Seller must rectify the defects immediately. The Seller shall bear all expenses necessary to repair defects, damage or make a replacement delivery.

#### **§ 8 Seller's liability / insurance coverage**

- 1) If any claims for damages are lodged by any third parties against the Buyer as a result of damage/defects to the product for which the Seller is responsible, the Seller shall compensate the Buyer for the resulting damage, including any third-party claims and/or costs of purposeful defence or proceedings costs incurred by the Buyer.
- 2) If the Buyer has to pay any sums and/or carry out any remedial action due to the damage as specified in § 8 (1), the Seller shall reimburse the Buyer for any costs arising from or in connection with the remedial action carried out by the Buyer.
- 3) It is agreed that the Buyer shall, as far as possible and reasonable, inform the Seller of the content and scope of (i) the claims of the third party, (ii) the remedial action, (iii) any letters received in connection with the claims of the third party. The Buyer shall give the Seller the opportunity to express his position in writing without prejudice to the Buyer's retention of any recourse claims to which he is entitled under the law and/or these GPTC.
- 4) The Seller shall take out liability insurance for the goods, services, construction services or performance of the delivery, which shall cover at least the replacement value of the goods, services, construction services or deliveries without prejudice to the retention by the Buyer of any recourse he may have under the law and/or these GPTC.

The amount of the minimum sum insured shall always be decided by the value of the agreement between the parties (including, the value of the order placed by the Buyer). The sum insured shall not be less than the value of the Seller's remuneration under this agreement or order.

- 5) If a claim is made against the Buyer by a third party because the Seller's delivery infringes upon such a third party's statutory property rights, the Seller undertakes to indemnify the Buyer and hold him harmless in relation to these claims, and also cover all necessary expenses incurred by the Buyer in connection with the third party's claim and the defence against these claims, unless the Seller is not at fault.

The Buyer shall not be entitled to recognise the claims of a third party without the written consent of the Seller and/or enter into an agreement with the third party regarding such claims. The warranty period for legal defects of the goods is set at 48 months from the date of transfer of risk to the Buyer, unless agreed otherwise.

#### **§ 9 Agreed condition, quality and documentation**

- 1) The Seller shall supply brand new products, goods, equipment or systems that comply with established rules and are state-of-the-art.

The conditions of use must be known to the Buyer and the goods and/or services to be supplied must function in accordance with the intended use of the products, goods, equipment or system in question. The applicable safety regulations and agreed specifications must be complied with. The accompanying documentation must comply with currently applicable legislation and standards.

- 2) The Seller shall systematically assure appropriate quality by taking appropriate measures, planning, defining and monitoring the quality of the goods delivered/sold and/or of the services or works performed in accordance with cost-effectiveness principles. The Seller shall keep appropriate documents and records on the basis of which it is possible to verify the quality assurance measures taken, and to make them available to the Buyer upon request.
- 3) The period of storage for safety equipment within the meaning of the relevant regulations

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shall be at least 11 years after the delivery. The Seller shall oblige subcontractors or co-suppliers to do the same as far as this is legally permissible. The Seller shall document its services continuously and comprehensively as part of the final acceptance in order to transmit the results to the Buyer in the form of a soft and a hard copy. The delivered software must be carefully documented, and the source code provided to the Buyer. Encryption of user software in the automation equipment or in the control technology is not permitted.

#### **§ 10 EC Machinery Directive, CE marking, declaration of conformity and manufacturer's declaration**

In accordance with Directive 2006/42/EC, all delivery components must be manufactured and labelled. This obligation covers the following items:

- a) all components and the entire scope of delivery should be executed in accordance with this Directive,
- b) the CE markings should be affixed in a visible place,
- c) the operating instructions should be provided in Polish in accordance with the Directive,
- d) the declaration of conformity should be drawn up in Polish in accordance with the Directive,
- e) manufacturer's declarations, if any, should be drawn up in Polish and certificates from approved testing and certification bodies for the machinery / machinery group should be prepared in accordance with these guidelines,
- f) a hazard analysis should be submitted,
- g) all the measures required by the EC Machinery Directive to ensure compliance with this directive should be in place and included in the price.

#### **§ 11 OHS and EP requirements**

Euroglas Polska Sp. z o.o. has a Quality Management System, an Occupational Health and Safety Management System and an Environmental Management System in place. In order to achieve the intended effects in terms of environmental protection, service providers carrying out works on the premises of our plant are obliged to comply with the following principles:

- a) the service provider is obliged to sort waste;
- b) no hazardous waste may be mixed with non-hazardous waste in containers;
- c) waste generated in the course of works is the property of the Service Provider, with the exception of waste indicated by Euroglas Polska Sp. z o.o. as being the property of Euroglas Polska Sp. z o.o.
- d) the service provider is obliged to systematically remove the generated waste, so that there are no spills, etc.
- e) the service provider is obliged to dispose of the waste in accordance with the applicable regulations. Upon the request of Euroglas Polska Sp. z o.o. The service provider shall provide copies of documents confirming that the waste has been disposed of in accordance with applicable legislation;
- f) the service provider shall be liable for any environmental damage resulting from its activities on the premises of Euroglas Polska Sp. z o.o.
- g) the service provider's coordinator is obliged to supervise proper handling of the generated waste.

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In order to achieve the intended effects in terms of Occupational Health and Safety, the Seller shall provide the Buyer with the necessary documents confirming compliance with the regulations in terms of Occupational Health and Safety, including: current periodic training of his employees, medical examinations confirming their admittance to work at the designated position where a given service is to be performed, as well as confirmation that his employees have been provided with all the personal and collective protective equipment necessary to perform a given service applicable on the territory of Euroglas Polska.

The Seller shall provide documents related to the safe use of goods/ equipment/ raw materials, i.e.:

- a) B safety certificate,
- b) current safety data sheets for the substance or preparation (MSDS / SDS)
- c) confirmation of conformity of the product with the currently valid Polish Standard,
- d) operating instructions - in Polish,
- e) technical documentation related to the proper and safe use of machinery and equipment, including household appliances - in Polish,
- f) appropriate labelling (as required by law) with safety signs for the equipment's safety systems, including pictograms for chemical substances and preparations on the packaging of the goods.

### **§ 12 Proprietary rights / copyright**

- 1) All parts, drawings, samples, models and other documents received from the Buyer shall remain the property of the Buyer. The Seller may only use them outside the scope of this agreement and / or pass them on to third parties or make them available to third parties after having obtained the written consent of the Buyer. After the execution of the relevant agreement, the Seller shall immediately return the aforementioned documents to the Buyer at his own expense.
- 2) The documents provided by the Seller, including any documents in an electronic form, may be used by entities within the Glas Trösch Group without restriction.

### **§ 13 Confidentiality/ personal data protection**

- 1) The Seller shall keep the concluded agreement and its content confidential and shall not disclose it to any third parties. If the Seller receives documents from the Buyer that are marked as confidential, the Seller undertakes to keep them strictly confidential. To this end, the Seller is responsible to take all appropriate organisational and technical measures to ensure confidentiality. The Seller shall comply with confidentiality obligations in relation to its subcontractors, partners, representatives and other persons entrusted with the processing of services..
- 2) Statutory data protection laws shall be applied independently without restriction by both contracting parties. The Seller shall pass this regulation obligatorily onto his subcontractors with an obligation of compliance. An analogous obligation shall apply to the transfer of this regulation onto the representatives and/or agents of the contractor/Seller.
- 3) All services, machines and equipment are supplied without brand names or logos of the respective brand manufacturer/importer/distributor. All publications must be approved by Euroglas Polska Sp. z o.o. in writing before they are disseminated.
- 4) In the event of breach of the provisions of this section 13, the party guilty of the breach shall pay to the other party a contractual penalty in the amount of EUR 65,000 per each identified violation of this clause

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#### **§ 14 Governing law**

The relations between the contracting parties shall be governed exclusively in accordance with the applicable substantive and procedural law of the Republic of Poland.

#### **§ 15 Place of jurisdiction / place of performance**

The place of jurisdiction shall be Łódź. Any disputes between the parties shall be settled by the common court having material jurisdiction in the city indicated above.

The place of service provision / performance of the agreement shall be the registered office of Euroglas Polska Sp. z o.o., i.e.: 97-225 Ujazd, Osiedle Niewiadów 65

#### **§ 16 GDPR**

The personal data controller is Euroglas Polska Sp. z o.o. 97-225 Ujazd, Osiedle Niewiadów 65; e-mail address: [ochrona.danych@euroglas.com](mailto:ochrona.danych@euroglas.com), Phone no.: 514 600 304. The function of Personal Data Protection Officer at Euroglas Polska is performed by Mr Mariusz Marcinkowski. Full information on the data processing is available at the website [www.euroglas.com](http://www.euroglas.com).

Effective from: 16/06/2023, until further notice. The GPCT of 25/11/2021 shall expire upon the publication hereof.

**TABLE OF AMENDMENTS AND/OR  
EXCLUSIONS CONCERNING GENERAL  
PURCHASE TERMS AND CONDITIONS**

**§ 1 Scope of amendments**

5) The undersigned Parties hereby confirm that the following amendments are made to the General Purchase Terms and Conditions of Euroglas Polska Sp. z o.o. With its registered seat in Osiedle Niewiadów:

Section (§) no.	Scope of amendment or determination that it does not apply
§ 1	
§ 2	
§ 3	
§ 4	
§ 5	
§ 6	
§ 7	
§ 8	
§ 9	
§ 10	
§ 11	
§ 12	
§ 13	
§ 14	
§ 15	
§ 16	
§ 17	

6) In the remaining scope, the GPTC shall apply.

Signatures of the Parties with the date and stamps: