

**GENERAL TERMS AND CONDITIONS OF CONTRACTS OF CELSA 'HUTA OSTROWIEC' SP. Z O.O.**

**Preamble**

(1) Subject to Clause 2, these General Terms and Conditions shall apply to all contracts for the purchase of goods by Steelworks, agreements for the delivery of Goods to Steelworks, contracts for the carriage of Goods and agreements for business cooperation concluded by Steelworks with Contractors, including actions related to or preceding the conclusion of these contracts and orders for goods and services placed by Steelworks, unless Steelworks and Contractor agree otherwise in the agreement concluded between them.

**PART I: DEFINITIONS AND GENERAL PROVISIONS**

**Definitions**

For the purposes of the T&Cs, the following terms shall have the meaning ascribed to them in this section:

**Loading operations** - all activities aiming at placing the transported goods inside the substituted means of transport, taking into account their proper placement and protection inside the means of transport, the unloading of the goods after the transport, as well as tidying up the means of transport in the event of its contamination as a result of the above activities;

**Working Day** – all days except Saturdays, Sundays and public holidays in Poland;

**Written form** - means the written form within the meaning of Article 78 of the Civil Code; the submission of a statement by means of electronic media, facsimile or electronic mail shall also be deemed equivalent to the Written Form;

**Steelworks** – means CELSA 'HUTA OSTROWIEC' sp. z o.o. with its registered office in Ostrowiec Świętokrzyski (address: ul. Samsonowicza 2), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Kielce, 10th Commercial Division of the National Court Register, under number 123124, NIP: 5272312319, share capital: PLN 222,445,000;

**Incoterms 2020** - International Commercial Terms; a set of international rules setting out the terms of purchase and delivery, published by the International Chamber of Commerce in its 2020 version;

**Confidentiality** – means the information referred to in § 30 of the T&Cs;

**Contractor** - means an entity conducting business activity, which is a party to the Agreement concluded by Huta; the Agreement should specify its full name, address, tax identification number or other equivalent identification number, the number under which it is registered in the Register of Entrepreneurs of the National Court Register or other relevant register, as well as details of its Contracting Party's Representative (name and surname, function/position, delivery address, e-mail, fax);

**Civil Code or KC** – means the Act of 23 April 1964 Civil Code;

**Waybill** – it shall be understood as a transport document issued by the Steelworks, which, after confirmation by the Contracting Party, constitutes proof of acceptance of the Goods specified therein for transport, performance of transport and receipt of the Goods in question; it may also be an electronic transmission or a computer printout;

**Hazardous materials** – means hazardous materials as defined in Commission Decision 2000/532/EC of 3 May 2000. 2000/532/EC (the so-called European Waste Catalogue);

**Offer** – denotes an offer within the meaning of Articles 66 and 66<sup>1</sup> of the Civil Code;

**OWU** – means this document;

**Subcontractor** – means any entity whose services or supplies you use in the performance of the Agreement;

**Transport Law** – Law of 15 November 1984 Transport law;

**Representative** – means a person designated by the Company and the Contracting Party as its and its representative responsible for the performance of the Agreement and contact with the other Party, respectively; when appointing the Representative, the Parties shall specify in writing the name, function/position, e-mail, fax and address for servicing; any change of the Representative shall be made in writing and in accordance with the procedure specified in §23 sect. 1 of this part I of the GTC.

**Force Majeure** - means circumstances not caused by and beyond the control of either Party, unforeseeable at the time of the conclusion of the Agreement, which cannot be overcome without considerable difficulty and expense and which prevent or significantly impede the performance of the Parties' obligations under the Agreement, in particular exceptional events relating to wars whether declared or not, civil wars and riots, acts of terrorism and serious threats of terrorism, any action taken by public authorities in connection with the threat of terrorism, embargoes and import or export restrictions, acts of civil or military authorities, sanctions, boycotts, fire, floods, accidents, strikes, epidemics or epidemic threats; Force Majeure shall not include strikes by Contractor's or Subcontractor's personnel.

**Parties** – stands for Steelworks and Contractor;

**Agreement** – means any individual agreement concluded between the Steelworks and the Contracting Party; the Agreement is also understood to mean the Order sent by the Steelworks to the Contracting Party and accepted by the Contracting Party in writing; in addition, the Agreement may be concluded in particular as a result of the following:

- a) submission of an Offer by the Counterparty in response to the Steelworks Request for Proposal and its acceptance by the Steelworks;
- b) the submission of the Offer on the Contractor's own initiative and its acceptance by the Steelworks;

**Good** – means all kinds of goods, products, equipment, instruments, tools that constitute the subject matter of the Agreement and that are precisely defined therein;

**Order** – means an order placed with the Contracting Party by the Steelworks, in particular an order placed on the basis of the Agreement binding it with the Contracting Party and an order placed without prior conclusion of the Agreement, on the order form used by the Steelworks; an Order shall specify the service or Goods as well as its quantity, mechanical properties or technical parameters, and, depending on the circumstances of a given case, the date of performance of the service or delivery of the Goods, details of the Steelworks Representative, the date on which it was submitted, and the Agreement on the basis of which it was submitted (if such an Agreement was concluded); the Order shall also bear an individual number; the Order shall be accepted in writing, however, if the Order is not refused within 5 working days, it shall be deemed accepted.

**Request for Quotation** - it is an invitation issued by the Steelworks to submit Offers or any other type of statement aimed at obtaining information by the Steelworks on the possibility and terms of concluding an Agreement; it should specify the service or Goods and its quantity, mechanical properties or technical parameters, data of the Steelworks' Representative, as well as contain the T&Cs in the form of an attachment; the Offer Inquiry does not constitute an offer within the meaning of Article 66 of the Civil Code.

**General provisions**

The provisions of this Part I of the T&Cs apply to all Purchase, Supply, Carriage and Business Cooperation Agreements concluded by Huta.

**§1**

**[Scope of application of the T&Cs]**

1. These T&Cs form an integral part of any Agreement, the Smelter Offer and the Request for Proposal. Any Offers submitted by the Smelter shall contain the proviso that the Offer may only be accepted without reservations relating to the content of these GTC.
2. If only individual terms and conditions of the T&Cs are contractually excluded, the remaining terms and conditions remain valid and in force.

**§2**

**[Conflict of Agreement and T&Cs]**

In the event of a contradiction between the content of the Agreement and the content of the GTCs, the provisions of the Agreement shall prevail.

**§3**

**[Exclusion of a concurrence of patterns]**

The provisions of the GTCs exclude the use of other model contracts, rules and general terms and conditions by the Contracting Party. Terms and conditions other than these GTCs shall not be binding on Smelter unless expressly accepted by Smelter in Writing. Acceptance of the Goods or services by the Steelworks without express reservation or payment by the Steelworks for the purchased Goods or services shall in no way imply acceptance of the model contracts, terms and conditions, general terms and conditions or other documents of similar application used by the Counterparty. In the event that the Counterparty, when submitting an Offer, attaches its own model agreements or regulations to it, the response of the Steelworks shall be tantamount to the exclusion of their application and shall indicate that these GTCs shall apply. Such a response shall be deemed to be the submission of a new Offer by Smelter. Such Offer shall contain the reservation that it may only be accepted without reservations relating to the content of these GTCs.

**§4**

**[Amendments and supplements to the T&Cs]**

1. All changes and additions to the T&Cs must be made in writing..
2. The Steelworks shall deliver the amended provisions of the T&Cs to the Contracting Party in accordance with § 23 of this Part I of the T&Cs. The amendments shall become binding if the Contracting Party does not terminate the Agreement within 7 days.

**§5**

**[Salvatorio clause]**

Should one or more provisions of the T&Cs or the Agreement prove to be invalid or unenforceable, the remainder of the Agreement, the Offer or the Request for

Proposal shall continue to be fully binding. The Parties shall promptly endeavour to replace the invalid terms or provisions of the Agreement with lawful and enforceable terms. Such terms and conditions shall be as close as possible to those previously agreed.

#### **§6**

##### **[Offer. Provision of the T&Cs to the Contractor]**

1. The provisions of the GTCs shall apply to Offers submitted in response to Requests for Proposals, Offers submitted to the Steelworks at the Contracting Party's initiative, as well as to Offers submitted by the Steelworks to the Contracting Party. At the conclusion of the first Agreement with the Steelworks, the Contracting Party shall sign a declaration on the application of the GTCs to a given Agreement as well as to any Agreements concluded with the Steelworks in the future.
2. The offers prepared by the Contracting Party in response to the Request for Proposals should be complete and contain all information necessary to assess whether the Goods offered by the Contracting Party meet the requirements indicated in the Request for Proposals.
3. If, in the Request for Quotation, the Steelworks has strictly specified the requirements to be met by the Goods, the Contracting Party is obliged to indicate any discrepancies between the requirements specified in the content of the Request for Quotation and the content of its Bid and the reasons for deviating from these requirements.
4. The submission of an Offer by the Contractor in response to the Request for Proposals, each time including the GTCs as an appendix or an explicit reference to the GTCs as an integral part of the Request for Proposals and the Agreement, shall constitute acceptance of the GTCs. A disclaimer to this effect shall be included in the Request for Proposals.
5. In the case of Offers made on the Contracting Party's initiative, the Steelworks attaches the T&Cs to the statement of acceptance of the Offer. Thus, the acceptance of such Counterparty Offer shall constitute the submission of a new Offer by the Steelworks and shall require its acceptance by the Counterparty. Such Offer shall contain the reservation that it may only be accepted without reservations referring to the content of these GTCs.
6. Tenders should be sent to the address indicated in the Request for Proposals, referring to the Request for Proposals number. Tenders should be valid for a period of at least 45 days.
7. Failure to select a particular Offer will not require any justification from the Steelworks, nor will it entitle the Counterparty to any claim on this account.
8. In the case of the acquisition of products, equipment or services that have or may have an impact on the ICZM, the Steelworks advises that the energy performance may be one of the evaluation criteria in the acquisition process, which the Contractor should take into account at the Offer stage.

#### **§7**

##### **[Electronic offer]**

The parties hereby agree that the validity of an Offer submitted in electronic form does not require confirmation of receipt of the Offer by Huta or fulfilment of the obligations set out in Article 66<sup>1</sup> § 2 and § 3 of the Civil Code.

#### **§8**

##### **[Disclaimer]**

It is stipulated that the response of the Steelworks to the Counterparty's Offer made subject to amendments or additions, including in particular an amendment consisting in the application of these GTCs to the subject matter of the Offer, which do not materially change the content of the Offer, shall be deemed to be its acceptance, unless

- a) the Counterparty has indicated in the content of the Offer that it can only be accepted by the Smelter without reservations; in such a case, the Smelter's response to the Counterparty's Offer shall be deemed to be a new Offer in the content of which the Smelter has included a reservation that it can only be accepted without reservations;
- b) The Counterparty immediately objects to the inclusion of the Smelter's objections in the Agreement, in which case the Agreement between the Counterparty and the Steelworks shall be deemed not to have been concluded;
- c) Smelter, in responding to the Offer, expressly makes its acceptance of the Offer conditional on the Contracting Authority's consent to the incorporation of its proposed reservations into the Agreement and fails to obtain such consent promptly after service of the response.

#### **§9**

##### **[Conclusion of Agreement]**

The Agreement shall be concluded in Written Form, it being sufficient to exchange documents, each of which is signed by one of the Parties, in particular by the Contracting Party sending the signed Purchase Order to Huta. The application of Articles 68<sup>2</sup> and 69 of the Civil Code shall be excluded, i.e. in no case shall the failure of a Party to respond promptly to the Offer submitted to it or to proceed with the execution of the Offer without accepting it in the Written Form be deemed an effective conclusion of the Agreement.

#### **§10**

##### **[Moment of concluding Agreement]**

Unless otherwise stipulated in the Agreement, the conclusion of the Agreement shall come into effect upon the submission to the Contracting Party or the Steelworks, as the case may be, of a statement in Writing to the Steelworks or the Contracting Party, as the case may be, of acceptance of the Offer in accordance with §23(2) of this Part I of the GTC.

#### **§11**

##### **[Validity of Agreement]**

1. The Agreement shall indicate in each case whether the Agreement has been concluded for a fixed term or for an indefinite term.
2. In the case of Contracts of indefinite duration, each Party shall be entitled to terminate the Agreement at 30 days' notice, unless the Parties have agreed a different notice period in the Agreement.

#### **§12**

##### **[Integrity clause]**

The content of the Agreement consists only of the arrangements made in the Written Form. The assessment of the content and scope of the obligations under the Agreement shall be based on the arrangements made by the Parties in Written Form.

#### **§13**

##### **[Due diligence]**

The Counterparty declares that it is a professional entity engaged in the performance of activities covered by the Agreement and undertakes to exercise due professional diligence in the performance of such activities, to observe the provisions of law and the principles of technical knowledge and good practice.

#### **§14**

##### **[Invoices]**

1. The invoice is based on the Contractor's delivery of the Goods or services in accordance with the Agreement.
2. The Contractor undertakes to issue invoices in accordance with the applicable law. The invoice must contain, in particular, the tax identification number (NIP) or any other corresponding tax identification number of the Contracting Party, as well as the designation of the Agreement or the number and date of the Order, as well as a full description of the Goods or services and the price agreed in the Agreement, with the amount of VAT indicated separately. In the event that the Goods are exempt from duty or taxation or duty or tax is not charged for any other reason, this circumstance shall be indicated on the invoice together with the legal basis.
3. The Contractor shall send invoices to the address indicated in the Contract or Order, with the address indicated in the Order prevailing in the event of discrepancies.

#### **§15**

##### **[Self-factoring]**

1. In the event that the Agreement stipulates that invoices will be issued by Smelter as the purchaser of the Goods from a VAT payer, the Parties shall be obliged to conclude a separate self-invoicing agreement authorising Steelworks to issue invoices, correction invoices and duplicate invoices on behalf of and for the account of the Contractor during the term of the Agreement in connection with the purchase of the Goods under the Agreement. The content of this agreement will comply with all the requirements provided by tax law.
2. The contractor undertakes to accept invoices issued by the Steelworks in the form of a signature in accordance with the applicable regulations

#### **§16**

##### **[Transaction statements]**

1. If the Agreement is not limited to a single performance, the Contracting Party and, in the case of self-invoicing, Smelter, may, twice per calendar month, compile a statement of transactions for the purchase of Goods or services, the performance of which commenced on or before the 15th (fifteenth) and the last day of the relevant month, respectively. These statements, if produced, shall be sent electronically to the other Party within 5 Business Days of the expiry of the relevant period.
2. Supplemented and corrected statements must be returned no later than 5 Business Days. Failure to reply to the statement within 5 working days shall be deemed acceptance of the statement.
3. The approved statement of transactions for the purchase of goods or services will be the basis for issuing a VAT invoice in accordance with §14..

#### **§17**

##### **[Exclusion of liability]**

The Steelworks shall not be liable for any tax arrears of the Contracting Party. In particular, failure to meet invoice issuance deadlines, regardless of the reasons for such states of affairs, shall not relieve the Counterparty of its obligation to settle VAT on time.

#### **§18**

##### **[Archiving of invoices]**

The parties are obliged to archive and store invoices for a period of at least 5 years from the end of the calendar year in which the deadline for payment of the tax expired.

**§19****[Price]**

1. The price of the Goods or services is derived from the Agreement. Unless otherwise stated in the Agreement, the price is a fixed value, includes all costs and taxes and is not subject to any variation.
2. Any discounts or rebates to the Steelworks must be reserved in the Agreement.
3. The Steelworks shall not be obliged to pay the Counterparty any additional fees or reimburse the Counterparty for any costs unless otherwise agreed by the Parties in Writing.

**§20****[Payment terms and conditions]**

1. Unless otherwise provided for in the Agreement or these T&Cs, the payment period shall be 90 days from the date of receipt of a correctly issued invoice by Huta. If the Parties have agreed in the Agreement on a payment schedule, the Steelworks shall make payments in accordance with such schedule.
2. In the case of early acceptance of the Goods or services, the payment term shall apply in accordance with the agreed date of delivery of the Goods or services.
3. The Contracting Party may charge the Steelworks with interest in the amount of 3% for delay in payment if the delay exceeds 30 days, however, the total amount of interest due to the Contracting Party may not exceed 5% of the price due for the Goods or service under the Agreement, respectively. In the remaining scope, the application of Article 481 section 1 of the Civil Code shall be excluded, i.e. the Contracting Party shall not be entitled to claim further interest for delay on the part of the Steelworks.
4. Subject to other, more specific provisions of these GTCs, in the event of material default in the Contractor's performance of the Agreement, the Steelworks shall be entitled to withhold the payment due to the Contractor until the Agreement has been duly performed, which shall not exclude further rights of the Steelworks under common law.
5. Payment of the price of the Goods or services shall be made upon receipt by the Steelworks of a statement in Writing from the Contracting Party's Subcontractors to the effect that the Contracting Party is not in default of payments arising from work performed by them in connection with the Contract. Such statement shall be an attachment to the invoice issued by the Contracting Party. In the case of self-invoicing, payment shall be made on the date indicated in §20(1) of this Part I of the T&C, provided that the Contracting Party provides the Steelworks with the statements of the Subcontractors no later than 10 Business Days before that date.
6. The Steelworks is entitled to withhold payment of the price to the Counterparty until the Counterparty has paid the payments set out above, confirmed on the indicated statements of the Subcontractors.

**§21****[Method of payment]**

1. Payment of the agreed price of the Goods or services shall be made to the bank account indicated by the Counterparty. The payment date shall be the date on which the bank account of Huta.
2. The Counterparty shall notify any change of bank or bank account number immediately, no later than within 3 Business Days of the change, in accordance with the procedure set out in §23 of this Part I of the T&Cs.
3. The payment made by the Steelworks to the Contractor's previous bank account in view of the Contractor's failure to provide the Steelworks with information on the change of this account shall be deemed to have been fulfilled by the Steelworks. The Counterparty shall not be entitled to raise any claims against Huta on this account.

**§22****[Place of performance]**

Unless the Agreement provides otherwise, the place of performance, including in particular the place of delivery of the Goods covered by the Agreement, shall be the place where the registered office of the Steelworks is located at the time of performance.

**§23****[Notifications]**

1. All correspondence between the Parties relating to the conclusion or performance of the Agreement shall be made in writing, by fax or e-mail to the numbers or addresses of the Representatives.
2. Any correspondence sent to a Party shall be deemed to have been delivered on the same day if sent between 9:00 a.m. and 5:00 p.m. (Central European Time), on a Business Day at the place of receipt, or, if sent at any other time, at 9:00 a.m. on the next Business Day at the place of receipt.
3. For the avoidance of doubt, the Parties confirm that any representations shall be deemed to have been made (delivered) at the time when they have reached the other Party's Representative in such a way that the other Party could have familiarised itself with their content. In the case of declarations made in electronic

form, they shall be deemed to have been made at the moment when they have been entered into the means of electronic communication in such a way that the other Party could have familiarised themselves with their content, provided that the sender of the e-mail does not immediately receive feedback from the servers involved in the message delivery process that the message cannot be delivered.

**§24****[Amendment and termination of Agreement]**

Amendments to the Agreement, as well as withdrawal from, termination or dissolution of the Agreement must be made in writing.

**§25****[Subcontractors]**

1. Unless otherwise agreed in Written Form, the Contractor shall not be entitled to use Subcontractors during the performance of the Agreement without the prior consent of the Steelworks, expressed in Written Form. The Contractor shall not commence performance involving a Subcontractor without such approval.
2. If the Contractor intends to use a Subcontractor, the Contractor shall provide the Steelworks with a draft agreement with the Subcontractor, specifying in detail the scope of the subcontracted work, the amount and payment dates of the remuneration due to the Subcontractor.
3. If an Agreement is concluded with a Subcontractor, both the Contracting Party (as for its own acts and omissions) and the Subcontractor itself shall be liable for the acts and omissions of the Subcontractors. This liability is joint and several liability within the meaning of Article 366 of the Civil Code.
4. The subcontractor is obliged to confirm in writing the acceptance of the activities entrusted to it for execution. The confirmation should specify the delegated activities, as well as the deadline for their performance, and confirm the acceptance of the obligation not to disclose Confidential Information within the meaning of §30 of this Part I of the T&Cs.
5. The Contractor shall be fully responsible for settlements with the Subcontractors and shall pay, together with any interest and costs due, any legally awarded receivables and amounts claimed by the Subcontractors against the Steelworks.

**§26****[Contractual penalties]**

1. Unless otherwise provided for in the Agreement, in the event of a delay in the delivery of the Goods or the performance of the service in accordance with the Agreement, the Contractor shall pay to Huta a contractual penalty of 0.5% of the price of the Goods or service, for each day of delay.
2. Unless otherwise stipulated in the Agreement, if Confidential Information is disclosed contrary to § 30 of this Part I of the T&Cs, the Contractor shall pay a contractual penalty of 15% of the price of the Goods or service.
3. The steelworks shall be entitled to claim payment of damages in excess of the liquidated damages.

**§27****[Deductions]**

In the event that there are prerequisites for the payment of contractual penalties by the Smelter, the Smelter shall be entitled to deduct the contractual penalties due to the Smelter from the payments due to the Contractor for the Goods or services, whether due or not. The Counterparty hereby authorises the Steelworks to make such deductions.

**§28****[Cession]**

1. The Counterparty shall not be allowed to transfer to third parties the rights and obligations under the Agreement concluded with the Smelter without the prior written consent of the Steelworks.
2. The Steelworks may dispose of its rights and obligations under the Agreement without the Contracting Party's consent. The Steelworks shall notify the Counterparty within 7 Business Days.

**§29****[Intellectual property]**

The Steelworks shall be entitled to all rights, including intellectual property rights, in all fields of exploitation, in relation to all sketches, calculations and other documents as well as models and specimens provided to the Contractor in connection with the conclusion and performance of the Agreement. The objects of these rights may not be made available to third parties without the prior consent of the Steelworks, expressed in Written Form. The Counterparty may only use them for the purpose of performing the Agreement concluded with the Steelworks and, once the Agreement has been executed, they shall be returned without delay, but no later than within 5 Business Days of the execution or termination of the Agreement, without further request on the part of the Steelworks.

**§30****[Confidentiality]**

Each Party undertakes to keep confidential any and all relevant information of a technical, economic or commercial nature obtained in the course of the

negotiations conducted between the Parties and in the course of the implementation of the Agreement, unless the obligation to disclose specific information to designated persons or institutions results from mandatory provisions of law. The Parties are also obliged to keep the fact of concluding the Agreement confidential. The obligation of confidentiality shall continue to exist after the execution of the Agreement, unless the information covered by it has become generally available.

### **§31**

#### **[Representation of Parties]**

1. It is agreed that the declarations of will shall be submitted, both on behalf of Huta and on behalf of the Contractor, only by entities indicated in the National Court Register, the Companies Act or other relevant register as persons authorised to represent, respectively, Huta or the Contractor, or by duly authorised proxies.
2. The parties undertake to enclose an extract from the KRS, CEIDG or other relevant register or a power of attorney as an annex to the Agreement.

### **§32**

#### **[Contractor's financial status]**

1. At the request of the Steelworks, the Counterparty shall promptly provide information on its financial status.
2. The Steelworks undertakes to keep the information provided by the Counterparty confidential and not to use it for any purpose other than to verify the financial situation of the Counterparty in the context of its ability to duly perform the Agreement.

### **§33**

#### **[Liability insurance]**

The Contractor shall currently have liability insurance with a reputable Insurance Company covering the damage it may cause to the Steelworks in connection with the non-performance or improper performance of its obligations under the Agreement and insurance for the property entrusted to the Contractor by the Steelworks under the Agreement.

### **§34**

#### **[Applicable law]**

1. The conclusion and interpretation of the Agreements and these GTCs as well as the indication of the rights and obligations of the Parties and the correctness of the performance of the Parties' obligations shall be governed exclusively by Polish law.
2. The application of the United Nations Convention of 11 April 1980 on Agreements for the International Sale of Goods is excluded.

### **§35**

#### **[Amicable settlement of disputes]**

In the event of a dispute between the Parties arising in connection with the Agreement, the Parties shall first take reasonable steps to resolve such dispute amicably between the Parties.

### **§36**

#### **[Jurisdiction of the court]**

Any disputes arising during the course of or in connection with the Agreement, including its conclusion, which are not resolved amicably within 60 calendar days from the commencement of the procedure shall be subject to the jurisdiction of the common court having jurisdiction over the registered office of the Steelworks. Notwithstanding the foregoing, the Steelworks shall be entitled to sue the Counterparty before the court of the Counterparty's registered office/residence.

### **§37**

#### **[Disclaimer]**

These T&Cs do not apply to Agreements already concluded by the Steelworks.

## **PART II: GENERAL CONDITIONS FOR BUSINESS COOPERATION AGREEMENTS**

### **§1**

#### **[Completion of performance]**

1. The contractor represents and warrants that it has the knowledge, experience and required authorisations to perform the services that are the subject of the Agreement.
2. The Contracting Party undertakes to perform the services constituting the subject matter of the Agreement in accordance with the applicable legal regulations, the Agreement, the principles of technical knowledge and the internal standards in force at the Steelworks. The Steelworks shall be obliged to inform the Contracting Party about such standards by providing them in a Written Form.
3. The Agreement specifies the technical requirements for the performance of the services covered by the Agreement and the permissible framework for deviation from these assumptions, in the event of which the services are deemed to have been performed in accordance with the technical requirements and the Steelworks is obliged to accept the services performed, retaining, however, the right to reduce the price accordingly.
4. The steelworks may request accurate and precise information about the service provided and any required safety instructions, technical specifications, etc.

5. The documentation necessary for the proper execution of the Agreement shall be attached to the Agreement in each case.

### **§2**

#### **[Place of performance]**

The contractor may provide services to the Steelworks at the Steelworks site, provided that this is provided for in the Agreement.

### **§3**

#### **[Term of performance]**

The deadline for the performance of the contractual services may be extended as a result of:

- a) action of a Force Majeure,
- b) the suspension of the performance of services by the Steelworks in the event that the services are provided on the premises of the Steelworks, insofar as such suspension of work by the Steelworks prevents the performance of the Agreement.

### **§4**

#### **[Cooperation]**

1. The parties are obliged to co-operate in the performance of the services constituting the subject of the Agreement.
2. The contractor is obliged to perform its services in such a way as not to hinder or harm other persons performing work or providing services at the Steelworks site

### **§5**

#### **[Materials and equipment]**

1. In the event that, in performing the services covered by the Agreement, the Contracting Party uses materials and equipment belonging to the Steelworks, they shall remain its sole property. The Contracting Party shall be obliged to remedy any damage that the Steelworks incurs as a result of their damage, loss or destruction in the period from their handover to the Contracting Party until the date of their return to the Steelworks.
2. In addition, if the Contracting Party performs the services covered by the Agreement outside the plant of the Steelworks, using the materials provided by the Steelworks, any metal production waste obtained while performing the services shall become the property of the Contracting Party and its value shall be deducted from the price due to the Contracting Party for the performance of the service. The value of the waste will be determined as the difference between the weight of the materials provided to the Contracting Party by the Steelworks and the weight of the work performed by the Contracting Party.
3. Both the handover of materials and equipment to the Contracting Party and their return to the Steelworks shall be made on the basis of a protocol in Written Form. The return shall take place immediately after the termination of the Agreement, without further request from the Steelworks.
4. In the event that the Contractor uses its own materials and equipment to perform the services that are the subject of the Agreement, it is obliged to submit a list of such materials and equipment, specifying the technical parameters, to the Steelworks for approval.
5. Only products and materials which comply with the legal regulations are permitted to be used.
6. The contractor is obliged to ensure, by means of the markings and records used, the full identification of the products used by it in the performance of the Agreement.
7. In the event that the Counterparty performs services on the premises of the Steelworks, the Steelworks shall be obliged to provide appropriate conditions for the storage and protection of products, materials and equipment belonging to the Counterparty and used by it to perform the services covered by the Agreement.
8. The contractor retains ownership of its materials and equipment. The risk of accidental loss or damage to these materials and equipment shall be borne by the Contractor.

### **§6**

#### **[Supervision of service provision]**

1. At any time during the term of the Agreement, the Steelworks shall have the right to require the Contracting Party to provide or make available any documents and information concerning the Contracting Party's performance of its obligations under the Agreement. To this end, the Representative of the Steelworks shall inspect, accompanied by the Representative of the Counterparty, the work performed for the Steelworks.
2. The Steelworks shall inform the Contracting Party in Writing, stating the name of its Representative and the day and time, of its intention to carry out an inspection at least 1 (in words: one) Business Day prior to its scheduled date. If the Counterparty does not appoint its Representative, the inspection shall take place without its participation, to which the Counterparty agrees.
3. An inspection report shall be drawn up and signed by the Steelworks Representative and the Contractor's Representative if he was present at the inspection.
4. In the event that the Counterparty fails to duly perform its obligation under the Agreement, the Steelworks shall be entitled to call upon the Counterparty to



change the manner in which the services are performed within a set deadline. If the deadline expires without effect, the Steelworks shall be entitled to withdraw from the Agreement in part or in whole or to terminate it with immediate effect and to demand a contractual penalty of 20% of the price of the services.

5. In the event of withdrawal from the Agreement in its entirety, the Steelworks will not be obliged to pay any part of the consideration.

**§7**

**[Safety concerns]**

1. The Steelworks shall be obliged to ensure safe and hygienic working conditions for the Contractor performing the services under the Agreement at the facility of the Steelworks or the place designated by the Steelworks. In particular, the Steelworks shall be obliged to:

- ensure observance of health and safety rules and regulations, issue orders to rectify deficiencies in this respect and monitor compliance with these orders,
- ensure the enforcement of orders, speeches, decisions and decrees issued by working conditions supervisors,
- inform you of the risks to health and life, the protective and preventive measures taken to eliminate or reduce them, including the rules of conduct in the event of accidents and other situations endangering your health and life,
- provide the necessary resources for emergency first aid, fire fighting and evacuation of persons on the Steelworks site;
- provide you with appropriate personal protective equipment in sufficient quantity.

2. The costs associated with ensuring safe and hygienic conditions for the provision of services by the Contractor under the conditions set out in clause 1 shall be included in the remuneration payable to the Contractor.

3. The Counterparty, while on the premises of the Steelworks in connection with the performance of its obligations under the Agreement, is obliged to make every effort to ensure safe and hygienic working conditions and to minimise the frequency of accidents at work, in particular it is obliged to comply with the requirements of the law, internal safety standards applied by CELSA GroupTM and CELSA Huta Ostrowiec and industry practices in the field of health and safety at work. You have the right to request to be shown the above regulations and instructions.

4. The Contractor shall submit a risk analysis document to the Steelworks, the subject of which will be an assessment of the hazards and risks associated with the provision of the services covered by the Agreement.

5. The Steelworks is entitled to demand contractual penalties from the Contractor for failure to comply with health and safety regulations and rules during the performance of services on the premises of the Steelworks. The penalties shall amount to:

- 500 PLN – for the first infringement,
- 1.000 PLN – for each subsequent infringement.

6. In the event of a persistent breach of health and safety regulations and rules by the Contractor, the Steelworks shall be entitled to withdraw from the Agreement or to terminate it with immediate effect, irrespective of the possibility of a renewed demand for payment of the contractual penalty.

**§8**

**[Acceptance of service]**

Acceptance of the completed service shall take place within 7 Business Days from the date of written notification of service completion, through the drawing up of an acceptance protocol signed by representatives of the Steelworks and the Contracting Party.

**§9**

**[Contractor's environmental responsibilities in the provision of services at Steelworks site]**

1. If the Contractor performs the services covered by the Agreement on the premises of the Smelter, it is obliged to comply with the applicable legislation related to environmental protection, taking into account the requirements of the internal environmental regulations in force within CELSA Group TM.

2. In the situation referred to in clause 1, the Contractor shall provide the services covered by the Contract in a manner that takes into account the protection of the soil, land, air and acoustic state of the environment and safeguards against environmental failures or incidents, in particular:

- emissions associated with the performance of the contracted services must not exceed the permissible levels laid down by general legislation;
- the discharged wastewater will be directed to an industrial wastewater collector and will not exceed the permissible levels laid down by generally applicable regulations;
- all accidental spills and spillages are immediately cleaned up and discharged to the appropriate sewerage facilities.

3. In the situation referred to in clause 1, the Contractor shall be obliged to limit the negative impact of the performed services on the environment and to monitor and measure this impact.

4. The Counterparty shall be fully liable for any violation of environmental regulations at the Smelter site, air, water and ground pollution and noise emissions in excess of the legally permissible standards, caused by its own act or omission or by the acts or omissions of persons for whom it is liable under the law, the provisions of the Agreement or on any other basis.

5. The contractor is obliged to comply with the regulations for handling Hazardous Materials.

6. The Contractor shall store and dispose of all waste generated in connection with the performance of the Agreement in a manner that complies with the law. The costs related thereto shall be borne by the Contracting Party. It is forbidden to abandon as well as dispose of Hazardous Materials on the premises of the Steelworks.

7. The Contractor undertakes to obtain all concessions, licences and permits as required by law for the performance of the services constituting the subject matter of the Agreement, to present copies thereof to the Steelworks, to keep them up to date throughout the term of the Agreement and to present updating documents to the Steelworks without separate request from the Steelworks.

8. In the event of the occurrence of any environmental hazard on the premises of the Steelworks, the Contractor is obliged to immediately notify the Steelworks or the entity designated by the Steelworks.

9. The Steelworks shall be entitled to demand contractual penalties from the Contractor for failure to comply with environmental laws and regulations during the performance of services on the Steelworks site. The penalties shall amount to:

- 1.000 PLN – for the first infringement,
- 2.000 PLN – for each subsequent infringement.

10. In the event of persistent breaches of the aforementioned rules and regulations, the Steelworks shall have the right to withdraw from or terminate the Contract with immediate effect, notwithstanding the possibility of a renewed claim for liquidated damages.

**§10**

**[Insurance]**

The Contractor is obliged to have valid third party liability insurance with a reputable Insurance Company covering liability for damages resulting from improper performance or non-performance of the Agreement. The insurance is to cover damages arising during the insurance period.

**§11**

**[Payment of price]**

The price for the performance of the services covered by the Agreement shall be payable upon acceptance of the services pursuant to §8 of this part of the GTCs, in accordance with §20-22 of Part I of the GTCs, with the proviso that 10% of the price shall be withheld by the Steelworks pending acceptance of the goods by a third party with whom the Steelworks has concluded a contract in connection with which it has entrusted the performance of certain services to the Contractor under the Agreement. This does not exclude further rights of the Steelworks to withhold payment, resulting from the provisions of generally applicable law.

**§12**

**[Intellectual property]**

1. All intellectual property rights, such as rights to an invention, whether patented or not, rights to utility models, designs or other copyrighted material, as well as know-how created by the Contracting Party in the course of performing its obligations under the Agreement, shall vest exclusively in Huta.

2. Such information provided by the Steelworks to the Counterparty in connection with the performance of the Agreement shall be the property of the Steelworks or of the third party that provided such data to the Steelworks for the purpose of performing the contract between it and the Steelworks. The Counterparty shall not use such information for any purpose other than the performance of the Agreement. In no event shall the provision of such information be deemed to be a transfer of rights to such information, the granting of a licence or the transfer of the right to use such information in a broader scope than specified above, under any title whatsoever.

**§13**

**[Disclaimer]**

The Counterparty shall not, without the prior written consent of the Steelworks, use the name of the Steelworks' business, the Steelworks' trademarks, service marks, company name or any other terms individualising the Steelworks in the course of trade in any press releases, advertising material for purposes or information material, provided that the Steelworks may withdraw such consent at its discretion.