



(-) [logo] PAK SERWIS
PRZEDSIĘBIORSTWO REMONTOWE

GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP) of 1 November 2025 PRZEDSIĘBIORSTWO REMONTOWE PAK SERWIS Sp. z o.o.

§ 1. [Glossary]

1. **General Terms and Conditions of Purchase** in Przedsiębiorstwo Remontowe PAK SERWIS Sp. z o.o., hereinafter referred to as the General Terms and Conditions of Purchase (GTCP), as of the date of adoption, shall apply to all contracts, the subject matter of which is the purchase (delivery) of goods, including actions related to or preceding the conclusion of such contracts, where one party is Przedsiębiorstwo Remontowe PAK SERWIS Sp. z o.o. with its registered office in Konin at 158 Przemysłowa Street, entered into the Register of Entrepreneurs kept by the District Court for Poznań Nowe Miasto and Wilda in Poznań, 9th Commercial Division of the National Court Register under the KRS [National Court Register] number 0000090150, Tax Identification Number (NIP) 6652432183, National Business Registry Number (REGON) 311093802, share capital PLN 15,532,358, hereinafter referred to as the **Ordering Party**.
2. The GTCP constitute an integral part of the Order awarded by the Ordering Party.
3. The GTCP may be amended, modified or excluded from application solely by the Ordering Party. Any introduced changes are binding only for a particular Order and shall not apply to any other Orders awarded by the Ordering Party. Order execution terms amended in accordance with the above rule shall take precedence over the content of these General Terms and Conditions of Purchase.
4. The Supplier undertakes to execute the Order in accordance with the terms and conditions expressly specified therein. In case of doubt, the Supplier should ask the Ordering Party for instructions, failing which the Supplier shall not be entitled to rely on them. If such instructions are received, the Supplier shall be bound by them.
5. All and any agreements and documents related to the Order shall be made in writing or in electronic form, or else they shall be null and void, and they must include the Order number assigned by the Ordering Party, which must be included in each document produced in connection with its execution (e.g. acceptance protocol, invoice, shipping documents, etc.).
6. **Purchasing Platform** – means the purchasing system.
7. **Supplier** means the Bidder selected in a tender procedure or otherwise, with whom the Ordering Party has concluded a contract for the provision of, *inter alia*, Sale, Orders, Supplies, Services or Construction Works, Contracts for specific work, regardless of the name used in the Contract to designate the Bidder as Supplier, Seller, Forwarder, Order Acceptor, Order Recipient, Service Provider or Contractor, or any other legally or customarily accepted name to designate the Bidder as a party to the contract concluded with the Ordering Party.
8. **Goods** means any service, product, work, material or existing or future product that, at the time of delivery to the Ordering Party, constitutes the exclusive property of the Supplier, authorised for legal circulation, along with documentation and property and non-property rights that the Supplier is required to provide as part of the Order.
Service means, *inter alia*, any work and services in the field of construction, transport, assembly, disassembly, waste and sewage collection, property management, operation and maintenance of machinery and equipment, as well as any other services provided to the Ordering Party and any activities performed under the contract of mandate.
9. **Subject of the Order or Subject of the Contract** – means jointly all deliveries, Services or Construction Works, goods, rights and obligations that are specified in the Order, the GTCP or are required by law to be provided by the Supplier for the proper performance of the Order.
10. **Request for Proposal** means an invitation addressed to the Supplier by the Ordering Party to submit bids as part of a competitive tendering conducted by the Ordering Party.
11. **Proposal** means the Supplier's offer within the meaning of the Civil Code submitted directly to the Ordering Party in writing, in electronic form or via the Purchasing Platform.

§ 2. [Priority of Application]

1. Unless otherwise agreed in writing between the Ordering Party and the Supplier, application of any contract models, general terms and conditions of sale, or regulations of the Supplier is excluded. Contract models, general

terms and conditions of sale or regulations of the Supplier shall not apply even if the Ordering Party has not expressly objected to their inclusion. Receipt of goods by the Ordering Party without an express reservation or payment made by the Ordering Party for the purchased goods with no objection shall in no event be tantamount to the acceptance of contract models, general terms and conditions of sale, or regulations of the Supplier. Employees of the ordering Party are not authorised to incorporate any contract model of the Supplier into the Order/purchase contract or to acknowledge its validity, even in part, unless their power of attorney expressly states otherwise.

2. In the event of any discrepancies between the content of the contract concluded by the Ordering Party with the Supplier and the content of the GTCP, the provisions of the contract shall prevail.

§ 3. [Requests for Proposal and Proposal]

1. If, in the request for proposal, the Ordering Party has strictly defined the requirements to be met by the goods, the Supplier shall indicate any discrepancies between the requirements specified in the request for proposal and the content of the proposal submitted by the Supplier, as well as the reasons for the Supplier's departure from the requirements or conditions indicated by the Ordering Party.
2. Unless agreed otherwise, the Ordering Party allows for the submission of variant or alternative proposals that deviate from the terms specified in the Request for Proposal. However, in the event of submission of a variant or alternative proposal, such deviation should be clearly indicated.
3. Proposals shall be drawn up in Polish. A proposal must be complete, and it must contain all information necessary to evaluate whether the goods offered by the Supplier meet the requirements specified in the request for proposal. The Supplier shall submit the offer specifying the period of validity of the Proposal.

§ 4. [Order]

1. The subject of the Order may include, *inter alia*, the purchase, delivery or provision of services, execution of work, construction works for the Ordering Party within the scope indicated in the Order document and in additional documents related thereto (provided they have been issued and attached).
2. After making the final selection of the proposals, the Ordering Party places an Order with the selected Supplier in writing or in electronic form.
3. The Supplier may request changes to the Order. The Ordering Party shall not be bound by a partially accepted Order. Under the circumstances, the Ordering Party may either conclude a contract or send another Order to the Supplier, taking into account the Supplier's comments.
4. The Ordering Party shall have the right to amend the content of the Order in respect of the Order previously sent to the Supplier. In the event of significant changes, the Parties will agree in writing on their incorporation into the Order.
5. The Supplier represents that it has become familiar with the Order and considers it a sufficient basis for its execution without any changes or supplements.
6. The Order sent to the Supplier shall include, in particular:
 - a) precise identification of the Parties: name of the Supplier, legal form of its business, address, Tax Identification Number (NIP), description and specification of the features of the goods ordered,
 - b) specification of the quantity of goods to be delivered, unit price or total price,
 - c) specification of dates of receipt of the goods on the premises of the Ordering Party, and if the goods are to be released to the Ordering Party in stages – specification of individual dates of release, detailing the quantity of the goods to be delivered on a given date,
 - d) specification of the place and method of delivery of the goods in accordance with the arrangements made in the Order or in the Contract,
 - e) guarantee period,
 - f) required documents referred to in § 10 of the GTCP,
 - g) the place, date and method of delivery of the goods,

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Tax Identification Number (NIP) 665-243-183
Share capital PLN 15,532,358.00 paid-up in full
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- h) if the goods are also to be manufactured by the Supplier, the Order may specify the type of materials of which they are to be made, and the technical documentation shall be submitted to the Ordering Party together, at the latest, with the released goods.

§ 5. [Obligations of the Supplier]

1. In the cases specified in the Order or Contract, the Supplier undertakes to manufacture the goods and to transfer their ownership to the Ordering Party, and to release the goods being the subject of the Order to the Ordering Party. In the case of rendering a service, the Supplier undertakes to provide the Ordering Party with a specific service or to perform work or construction works at the time and place specified by the Ordering Party.
2. The Supplier shall deliver new, defect-free goods, consistent with the Order or Contract, along with complete documentation in Polish (such as guarantee cards, user manuals, safety data sheets, declarations of conformity, certificates, etc.), unless otherwise specified in the Order. The Goods which form the subject of the Order or Contract should include all parts and components necessary for their proper, correct and failure-free operation, even if they have not been expressly specified in the Order or Contract.
3. The Supplier shall insure the goods for the duration of loading, transport and unloading at the location designated by the Ordering Party as the place of receipt of the goods, unless other delivery terms are specified in the Order. The Supplier shall be liable for the accidental loss or destruction of the goods not released to the Ordering Party.
4. The Supplier shall immediately and regularly notify the Ordering Party about all significant matters pertaining to the execution of the Order and ensure the participation of their duly authorised representative in all discussions relating to the execution of the Order.
5. Any difficulties or obstacles to the proper implementation of the Order or Contract shall be immediately reported by the Supplier to the Ordering Party in writing. Failure to report the same will deprive the Supplier of the right to any claims arising therefrom.
6. During the execution of the Order, the Supplier shall hold valid civil liability insurance within the scope of its business or professional activity, and, upon the request of the Ordering Party, it shall produce evidence that such an insurance contract has been concluded.
7. The Supplier represents that all materials used to fulfil the Order or Contract will be new and fully functional, and that they will have the necessary attestations and permits required by applicable regulations.

§ 6. [Legal Disclaimers]

1. The Supplier may assign its receivables under the Order only subject to the prior written consent of the Ordering Party, or else such assignment will be invalid.
2. All the rights, including intellectual property rights, to and in all drawings, sketches, calculations and other documents, as well as models and templates provided to the Supplier in connection with the execution of the Order or Contract shall be vested in the Ordering Party. The objects of the said rights may not be made available to any third parties without the prior written consent of the Ordering Party. The Supplier may use them solely for the purpose of performing the contract concluded with the Ordering Party, and after its performance, they must be returned immediately without having to make a separate request by the Ordering Party. Copying and forwarding of such documents in any form whatsoever without the prior written consent of the Ordering Party is forbidden. For each breach of this obligation the Supplier shall pay the Ordering Party a contractual penalty of 10% of the net value of the Order, which, however, does not exclude the possibility of claiming damages exceeding the amount of the agreed contractual penalty.
3. As part of the contractual remuneration/price, the Supplier shall transfer to the Ordering Party all copyrights in the documentation (provided such documentation is prepared in connection with the Contract by the Supplier or its subcontractors) in the following fields of use: recording (including digital recording), recording and reproduction of works, using mechanical techniques (including printing, reprographic methods), electronic, magnetic

and digital techniques, public presentation and dissemination thereof, including performance, exhibition, reproduction, broadcast and

4. rebroadcast, dissemination via electronic mail, uploading to computer networks, making the works available to everyone at any time and place, introduction into commercial circulation, lending, renting or leasing the Work in original or copies, and using it for repair or expansion purposes. The Supplier also consents to the exercise of derivative rights regarding the above documentation, as well as to the introduction of any changes thereto. The Supplier will also transfer to the Ordering Party the ownership of the media on which the documentation is recorded. The transfer of ownership of the media and the essential copyrights to the work recorded thereon will occur each time the relevant media are released to the Ordering Party for the first time.
5. The Supplier assures the Ordering Party that the delivery of the subject of the Order will not infringe upon patent rights or other protected rights or technologies of third parties. The Supplier is fully liable for any breach of patent rights, industrial property rights, or technologies of third parties. If any third party files any claims against the Ordering Party or the Investor for infringement of patent rights, industrial property rights, or technologies, the Supplier shall take the necessary measures to reject the claims against the Ordering Party or the Investor, and it shall bear all costs associated with such rejection, including the costs of third parties whose patent rights or other protected rights have been infringed. The Ordering Party shall immediately inform the Supplier of any third party claims.
6. The risk and ownership rights will be transferred as a result of and at the time of receipt of the Subject of the Order by the Ordering Party at the Destination or another place agreed by the Parties, which will be confirmed by the representatives of the Parties by signing the Acceptance Protocol.

§ 7. [Price]

1. The price specified in the Order is fixed and invariable, and it will not be adjusted due to any additional costs, unless the Parties agree otherwise in the Order or Contract. The price constitutes the Supplier's full remuneration for the full and complete manufacture, sale and delivery of the Subject of the Order, and includes all materials, equipment and tools necessary to manufacture the Subject of the Order, fees, expenses, profit, and other costs associated with the execution of the Subject of the Order. Furthermore, the Contract Price includes all cost items related to the work that are necessary to bring the work covered by this Agreement to a state of completion acceptable to the Ordering Party. Despite the lack of clear specification of individual work elements in the Order, they will be included in the lump sum Contract Price if they are necessary to achieve the state of completion.
2. Unless otherwise agreed, the price for the execution of the Subject of the Order is determined under the DDP (Delivery Duty Paid) Place of Destination INCOTERMS®2020 rules.
3. The remuneration includes the payment due to the Supplier for the transfer of intellectual property rights, including copyrights, licences and ownership rights to the media on which the Works were recorded, as well as granting permission to exercise personal copyrights and related rights on behalf of the Supplier or undertaking not to exercise personal copyrights, as well as conducting training for the Ordering Party if they are included in the subject of the Order.

8. [Place of Delivery]

1. The Supplier shall deliver the goods to the place indicated in the Order under the terms DDP Place of Destination according to INCOTERMS®2020, unless the Order provides for a different receipt of delivery.
2. During the term of the Contract, the Ordering Party may change the place of release of the goods, informing the Supplier thereof no later than seven (7) days before the date of Order execution specified in the Order or Contract.
3. The Supplier shall deliver the goods to the construction site undamaged, free of corrosion and properly packed, and protect them from moisture, corrosion, rain, the effects of shocks and any other harmful conditions, in a manner appropriate to the type of delivery, so that the goods will not suffer any damage as a result of handling, unloading, storage and assembly.

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If, due to inadequate packaging and/or insufficient preservation of the goods, any shortages or damage occur, the Supplier shall be responsible for their deliveries and shall immediately, at its own expense, remove the damage or shortages through repair or replacement delivery. The Supplier shall, at its own expense, provide and use means of transport appropriate to the type of goods being transported, including normal-sized or oversized goods. Transport on the construction site will be conducted in accordance with the regulations and instructions in force on the Investor's premises.

4. Unless otherwise agreed, loading, shipment, transport and unloading of the goods ordered by the Ordering Party shall be made at the cost and risk of the Supplier.

§ 9. [Delivery Date]

1. The Supplier shall deliver the goods on the date and at the place indicated in the Order or Contract.
2. If the Order or the sales (delivery) contract stipulates that the Supplier is obliged to release, i.e. deliver the goods to the Ordering Party at a specific time, without precise specification of the dates of delivery stages, the Ordering Party shall have the right to set the dates of the individual delivery stages and the quantity of goods during the execution of the Order.
3. The Supplier shall be liable for failure to deliver the goods on time, unless the receipt of delivery is specified otherwise in the Order.
4. The Supplier shall not be released from liability for a delay in delivery if it is caused by a delay on the part of a Subcontractor/subsupplier.
5. In the event of a change in the deadlines for completing individual stages of the Order or Contract or the final time limit for their completion, or if the Parties agree on new dates of performance of the obligations arising from the Order or Contract - this shall be without prejudice to the rights of the Ordering Party to seek compensation for damage sustained as a result of the Supplier's failure to meet the deadlines.
6. If, for reasons attributable to the Supplier, there is a risk that the Supplier will fail to meet the deadline for the performance of work/delivery of goods specified in the Order or Contract, the Ordering Party has the right to demand that the Supplier take all necessary measures to meet the contractual obligations and present a recovery programme (additional staff, equipment, extended working hours or work on non-working days, etc.). If this is the case, the Supplier shall have no right to demand any additional remuneration for the activities performed.
7. If the Supplier fails to meet the demands referred to in the previous paragraph and thus fails to eliminate the risk of failure to meet the deadline within the time specified by the Ordering Party, the Ordering Party, without prior court consent, has the right to commission a third party to perform the work at the Supplier's cost and risk, to the extent that there is a risk of delay (substitute performance).

§ 10. [Type of Goods]

1. The Supplier shall deliver to the Ordering Party new, unused goods that meet the quality requirements according to the applicable standards/regulations.
2. The supplier shall deliver (sell) goods of the highest quality, free from any physical and legal defects.
3. If certificates, attestations or quality marks, or any other marks confirming the quality of the goods are issued to accompany the delivered (sold) goods, the Supplier shall deliver the said documents to the Ordering Party no later than on the day of delivery, or else the payment will be withheld.
4. All and any technical documentation (drawings, plans, calculations, spare parts lists, programmes, etc.) that is or may be particularly necessary for the purposes of assembly, operation, use, repair, manufacture, or purchase of spare parts, as well as for obtaining permits required by law, will be handed over to the Ordering Party by the Supplier in due time in the appropriate form and in such a number of copies as the Ordering Party requests. However, such documentation shall not be handed over later than within the time limit agreed upon in the Order or Contract.
5. If the Subject of the Order is manufactured from the Supplier's materials, the Supplier guarantees that all materials used to perform the work will have the required certificates and approvals, and will be new and free from any defects. If any inspection or test reveals that the materials and/or work are

defective and/or do not comply with the terms of the Contract, the Ordering Party may reject the materials, upon which the Supplier shall immediately remedy the defect or deficiency or replace the materials with those that comply with the Contract at its own expense.

6. If additional work not specified in the Subject of the Order is required and becomes necessary during the performance of the Contract, the Supplier shall immediately notify the Ordering Party of the same in writing. The Parties shall determine the scope of work and the additional remuneration due for such work. Settlement of additional work will be included in the final settlement. The cost of any additional work performed without meeting the above requirements shall be borne by the Supplier.

§ 11. [Acceptance of the Goods]

1. On the day of delivery of the goods, the Ordering Party shall proceed to the acceptance procedure in accordance with the provisions of § 9 and this paragraph.
2. If any of the following is found during the acceptance procedure:
 - a) defects, shortages or faults in the goods,
 - b) non-compliance with the Order,
 - c) damage to the goods,
 - d) incomplete goods,
 - e) or the document referred to in § 10 is missing,the Ordering Party may refuse to accept the goods until the goods are delivered free from defects, shortages, faults, complete, undamaged or until any of the documents referred to in § 10 is delivered, setting, at the same time, the deadline for the Supplier to deliver the goods or the missing documents.
3. The delivery of goods by the Supplier that are not free from defects shall not be deemed as performance of an obligation, and the Ordering Party is not obliged to accept goods that are not free from legal and physical defects.
4. Proper release (delivery) of the goods is confirmed by a goods acceptance protocol "without reservations", issued by the Ordering Party. The acceptance protocol forms the basis for issuing a VAT invoice by the Supplier.
5. The date on which the authorised representatives of the Ordering Party and the Supplier sign, without any reservations, the goods acceptance protocol shall be deemed as the date of completion of the Order, whereby if, as part of the Order execution, the Supplier is obliged to obtain any permits/authorisations or provide the Ordering Party with certain documents, it is understood that the aforementioned protocol shall be signed after the prior delivery of the said permits, authorisations or documents to the Ordering Party.

§ 12. [Payment]

1. The Ordering Party declares that it is a VAT payer assigned the Tax Identification Number (NIP) 665-24-32-183.
2. Payment shall be made within the time limit specified in the Order, based on the delivered VAT invoice, issued correctly in accordance with the Order or Contract. In the event of an incorrectly issued VAT invoice by the Supplier (contrary to the applicable regulations), the time specified in the Order shall run from the moment the corrected or missing documents are delivered.
3. Payment shall be made in accordance with the arrangements contained in the Order, by wire transfer, into the account number of the Supplier stated on the VAT invoice.
4. Suspension of the release (delivery) of the goods by the Seller in view of mutual claims against the Ordering Party shall be permissible only if mutual claims are undisputed (of which the Ordering Party has been effectively notified) or if they have been confirmed by a final and binding court decision.
5. Invoices based on prices denominated in foreign currencies will have their invoice amounts converted into Polish zloty at the current average exchange rate for that currency, calculated and announced by the National Bank of Poland as at the date of issuance of the invoice. If, as at the date of issuance of the invoice, the current average exchange rate for the foreign currency has not been calculated and announced, the most recently calculated and announced exchange rate shall be used as the basis for conversion, unless the Parties agree otherwise in the Order/Contract.

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6. Payment of the agreed purchase price for the goods shall be made into the bank account. The Supplier is obligated to provide the bank name and account number on the invoice. The Supplier shall immediately notify the Ordering Party of any changes to the bank or account number. Letters regarding changes of the bank account or bank account number should include the signatures of the persons authorised to represent the Supplier, as well as information regarding the authorised contact person.
7. Payment shall be made only into a bank account that, on the date the transfer is ordered, is entered on the list of entities referred to in Article 96b, section 1 of the Value Added Tax Act, hereinafter referred to as the "list". If the list does not include any of the Supplier's bank accounts, the Ordering Party reserves the right to withhold payment until the Supplier's bank account appears on the list, to which the Supplier consents. Withholding payment does not constitute a delay that entitles the Supplier to charge interest.
8. If the transfer is made into an account other than the one included on the list on the date the transfer was ordered, the Ordering Party will report this fact to the head officer of the tax office competent for the Supplier within three days from the date the transfer was ordered.

§ 13. [Subcontractors]

1. The Supplier may entrust the performance of part of the obligations arising from a given supply contract to third parties only after obtaining the written consent of the Ordering Party, or else it shall be null and void.
2. The Supplier shall be liable towards the Ordering Party for any actions performed by the Subcontractor.
3. The Ordering Party may request the Supplier to provide a list of all of the Supplier's subcontractors.
4. In the event of inability to complete the order or in the event of delays for reasons attributable to the subcontractor, the Supplier shall immediately notify the Ordering Party of the same.
5. If even a portion of the work is entrusted to subcontractors, the Supplier undertakes and guarantees that payments to subcontractors will be made timely and properly and that it will not expose the Ordering Party to any liability in this respect. If the Supplier exposes the Ordering Party to joint and several liability on account of failure to pay subcontractors due amounts, the Ordering Party is entitled to claim full compensation from the Supplier for the damage incurred, particularly in connection with the obligation to pay remuneration to subcontractors. In particular, if, before the due date of any payment for the benefit of the Supplier, the Ordering Party is obligated to pay subcontractors any amounts arising from the Supplier's failure to perform its obligations, the amount payable to the Supplier will be adequately reduced by the amounts due to the subcontractors.
6. If subcontractors are entrusted with the execution of works, the Supplier shall coordinate the activities of the subcontractors. The Supplier shall bear full responsibility for its subcontractors' actions or omissions, as if they were its own. The Supplier will repair any damage and/or indemnify the Ordering Party, assuming the obligation to compensate third parties for any damage caused by the subcontractors' acts or omissions thereof.

§ 14. [Warranty]

1. The Ordering Party and the Supplier agree on the following scope of rights and obligations under the warranty for defects:
 - a. If the subject of delivery is unfit for use in whole or in part, the Supplier shall promptly and as soon as possible remove the defects free of charge, or deliver defect-free goods free of charge within the time limit agreed with the Ordering Party, at the discretion of the Ordering Party. Furthermore, the Supplier shall bear direct costs of defect removal.
 - b. In the event of emergency, the Ordering Party is entitled to carry out the repair itself or to commission it to a third party, and claim the repair costs from the Supplier.
2. Warranty claims shall expire after 24 months from the delivery of the subject of the Order, unless a different period is indicated in the Order.
3. If any defects or faults occur during the warranty period, the Supplier shall respond immediately in accordance with the deadline specified in the

notification, which will be provided in writing by the Ordering Party to the Supplier. If the Supplier fails to remove the defects or faults within the specified time limit, the Ordering Party has the right, without prior court decision, to remove any defects or faults itself or to have them repaired at the Supplier's expense and risk, without prejudice to the Ordering Party's rights under warranty.

4. If, in fulfilling its obligations under the warranty, the Supplier makes major changes to the subject of the Order or manufactures a new subject of the Order in place of the defective one, the warranty period shall begin anew from the time of repair or manufacture of the new subject of the Order. In other cases, the warranty period shall be extended by the time during which the Ordering Party was unable to use the subject of the Order due to the defect.
5. If the Order does not contain a provision regarding the warranty period, the Ordering Party and the Supplier agree that the Supplier shall be liable towards the Ordering Party for the goods under the warranty in line with the general rules.

§ 15. [Guarantee]

1. The Supplier shall grant a 24-month guarantee for the goods sold, unless the parties agree on a different period in the Order or Contract, without having to provide a separate guarantee document.
2. If the Order does not contain a provision regarding the guarantee period, the Ordering Party and the Supplier agree that the Supplier shall be liable towards the Ordering Party for the goods covered by the warranty under the general rules.
3. As part of the guarantee granted, the Supplier shall remove defects in the delivered goods immediately, taking into account the technical possibilities of removing the same.
4. The Ordering Party has the right to report defects to the Supplier by telephone, in writing or via electronic means.
5. If, in fulfilling its guarantee obligations, the Supplier makes major changes to the subject of the order or replaces the defective item with a new one, the guarantee period shall run anew from the date of repair or manufacture of a new subject of the order. In other cases, the guarantee period shall be extended by the period during which the Ordering Party was unable to use the subject of the order due to the defect.
6. In the event of any claims regarding the scope of the Contract during the warranty period, the Supplier shall respond immediately in accordance with the deadline specified in the notification, which will be sent in writing by the Ordering Party to the Supplier. If the Supplier fails to repair the subject of the contract within the specified time limit, the Ordering Party has the right to remove any defects itself or have them removed at the Supplier's expense and risk, without prejudice to the Ordering Party's rights under guarantee.

§ 16. [Contractual Penalties]

1. In the event of failure to deliver the ordered goods within the time specified in the Order or Contract, the Supplier shall pay the Ordering Party a contractual penalty of 0.5% of the net value of the Order for each day of delay, however, not more than 15% of the net value of the Order.
2. In the event of failure to timely perform the obligations arising from the guarantee or warranty, the Supplier shall pay the Ordering Party a contractual penalty of 0.5% of the net value of the Order for each day of delay in removing defects in the subject of the order, however, not more than 15% of the net value of the Order.
3. In the event of withdrawal of the Supplier from the execution of the Order for reasons not attributable to the Ordering Party or in the event of withdrawal of the Ordering Party from the execution of the Order for reasons attributable to the Supplier, the Supplier shall pay the Ordering Party a contractual penalty of 20% of the net value of the Order.
4. The Ordering Party has the right to withdraw from the Order/Contract within 30 days if the goods are not delivered within the time specified in the Order/Contract.
5. The contractual penalties provided for in the foregoing points do not exclude the possibility for the Ordering Party to seek compensation exceeding the amount of the contractual penalties.

(-) [graphic sign]
Przedsiębiorstwo Remontowe PAK SERWIS Sp. z o.o.
62-510 Konin, 158 Przemysłowa St.
Tel. +48 63 247 16 00
Fax: +48 63 247 16 01
e-mail: pakserwis@pakserwis.com.pl

District Court Poznań-Nowe Miasto and Wilda in Poznań
National Court Register (KRS) 000090150
Tax Identification Number (NIP) 665-24-32-183
Share capital PLN 15,532,358.00 paid-up in full
Website: www.pakserwis.pl

Capital Group ZE PAK S.A.

(-) [logo]
TESTING LABORATORY
RECOGNISED
BY THE OFFICE OF
TECHNICAL INSPECTION
(UDT)

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CERTIFICATION
OF MANAGEMENT
SYSTEMS
ISO 9001, ISO 14001
ISO 4001, ISO 3834

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OF MANAGEMENT
SYSTEMS
DNV
SCC**

GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP) of 1 November 2025 PRZEDSIĘBIORSTWO REMONTOWE PAK SERWIS Sp. z o.o.

§ 17. [Suspension]

1. The Ordering Party may at any time instruct the Supplier (subject to a written justification) to suspend all or part of the delivery. The delivery completion date will then be extended by the period for which the deliveries were suspended. Unless otherwise instructed by the Ordering Party, the Supplier warrants that, in compliance with the Ordering Party's suspension order, it will be ready to resume deliveries within five (5) days of receiving the resumption order from the Ordering Party.
2. All proven and documented costs incurred by the Supplier in carrying out the request to suspend deliveries will be estimated and submitted to the Ordering Party for approval, unless the request was caused by force majeure event or an action or omission thereof by the Supplier.
3. In the event of withdrawal from the contract due to suspension, neither Party shall be entitled to charge contractual penalties for withdrawal.

§ 18. [Withdrawal]

1. The Ordering Party reserves the right to withdraw from the execution of the Order in whole or in part within 60 days from the expiry of the date justifying withdrawal from the contract in the event that:
 - a) the Supplier is so late in proceeding to commence or execute the Order that it is highly unlikely that it will be able to complete it within the agreed deadline;
 - b) the Supplier performs the Order in a defective manner or in a manner inconsistent with the contract, despite the Ordering Party's request to change the manner of execution within the specified time limit;
 - c) the Supplier has interrupted the execution of deliveries for reasons attributable to the Supplier and does not make them for a period of 7 working days;
 - d) the Supplier, without justified reasons, has not commenced and does not continue deliveries despite an additional request from the Ordering Party;
 - e) the suspension of the delivery of the goods by the Ordering Party lasts longer than 60 days;
 - f) the operation of Force Majeure affecting one of the Parties lasts longer than 60 days.
2. In the event of withdrawal from the execution of the Order by either Party, regardless of the legal basis for withdrawal, the rights and obligations arising from provisions, such as, *inter alia*, those concerning contractual penalties, copyrights, guarantees, warranties, or confidentiality, remain in force and are binding upon the Parties.

§ 19. [Conclusion of a Contract]

The conclusion of a Contract with the Supplier, as well as any amendments, reservations and notices of termination thereof shall be made in writing to be valid, or else they shall be null and void.

§ 20. [Confidentiality Declaration]

The Supplier shall maintain the confidentiality of any obtained information that constitutes or may constitute a business secret of the Ordering Party. This obligation applies to the Supplier even after the Order or Contract has been completed. This obligation does not apply to information that has already been in lawful possession of the Supplier or that is or becomes generally known to the Supplier without the Supplier violating the General Terms and Conditions or the Contract. In the event of a breach of the confidentiality obligation by the Supplier, the Ordering Party reserves the right to withdraw from the Order for reasons attributable to the Supplier.

§ 21. [Personal Data Protection]

1. The Parties undertake to process personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) - GDPR.
2. The Parties undertake to share personal data solely for the purpose of performing their tasks specified in the Contract and for the duration of performance of its subject matter. The Parties declare that each of them acts as a controller of personal data obtained from the other Party in connection with the performance of the Contract.

3. Data may be made available to other entities processing personal data on the basis of legal provisions or specific regulations of entities for the purpose of and to the extent necessary to perform this Contract and will be stored for the required/necessary period, taking into account the limitation period and tax regulations.
4. The Parties undertake to keep confidential all information obtained in connection with access to personal data of the other party and to exercise the required due diligence in securing the provided personal data.
5. If, during the performance of the Contract, a need to process personal data by any of the Parties arises, the Parties undertake to conclude an agreement on entrusting the processing of personal data.
6. The Supplier shall become acquainted with the information regarding the processing of personal data by the Ordering Party, which is available on the website:

<https://www.zepak.com.pl/pl/o-firmie/rodo.html>

The supplier is obliged to fulfill the disclosure requirements arising from Articles 13 and 14 of the GDPR towards natural persons being data subjects.

§ 22. [Final Provisions]

1. If any individual provisions of the Order or the GTCP become ineffective, this shall not affect the validity of the remaining provisions of the GTCP.
2. In matters not settled by these terms and conditions, the provisions of the Civil Code shall apply.
3. The Ordering Party, acting in pursuance of Article 4c of the Act on Counteracting Excessive Delays in Commercial Transactions of 8 March 2013 (consolidated text: Journal of Laws of 2023, sec. 1790, as amended), declares that it has the status of a large enterprise within the meaning of Article 4, sec. 6) of the said Act.
4. The Supplier is obligated to be familiar with and comply with all environmental protection regulations while carrying out work, including the Waste Act of 27 April 2001 (Journal of Laws No. 62, sec. 628, as amended). Fees and penalties for exceeding the standards specified in the relevant environmental protection regulations while carrying out work shall be borne by the Supplier. Any penalties imposed on the Ordering Party for violating the aforementioned regulations will be deducted from the Supplier's remuneration. The Supplier is the waste producer, unless the Parties have agreed otherwise.
5. Bringing alcoholic beverages and their consumption on the work site/construction site is prohibited. If an employee of the Supplier or Subcontractor is found to be under the influence of alcohol or an employee of the Supplier or Subcontractor is caught bringing an alcoholic beverage onto the work site/construction site, the Supplier will pay the Ordering Party a fine of PLN 5,000 for each disclosed employee. An alcoholic beverage is a product intended for consumption containing ethyl alcohol of agricultural origin in a concentration exceeding 0.5% alcohol by volume. The state of intoxication after alcohol consumption occurs when the alcohol content in the body is or leads to:
 - a) blood alcohol concentration from 0.2‰ to 0.5‰ or
 - b) the presence of 0.1 mg to 0.25 mg of alcohol in 1 dm³ of exhaled air.
6. Any disputes that may arise between the Parties will be resolved by common Courts having jurisdiction over the registered office of the Ordering Party.
7. **These General Terms and Conditions are effective as of 01-11-2025.**

(-) [signature]

Dariusz Szymczak
President of the Board



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Capital Group ZE PAK S.A.

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[graphic
sign]

I, the undersigned Mariola Maroszek, Duly Sworn Translator of the English Language, appointed by the Minister of Justice by virtue of the letter No DO-V-0191-1236/05 of 14 July 2005 and entered in the Register of Sworn Translators under the No. TP/1270/05, hereby certify that the above text is a true and complete translation of a five-page document submitted to me in the Polish language.

*Witness my hand this first day of October
two thousand and twenty-five /01.10.2025/.*

Bielsko-Biała, Reg. No. 942/ 2025

SWORN TRANSLATOR
OF THE ENGLISH LANGUAGE
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A handwritten signature in blue ink, appearing to read "Mariola Maroszek".