

GENERAL TERMS AND CONDITIONS OF PURCHASES AND ORDERS

hereinafter the (“General Terms and Conditions”)

I. CONFIRMATIONS AND DELIVERY DATE

- 1.1 These General Terms and Conditions shall apply to the purchases and orders, hereinafter jointly referred to as the (“orders”), placed by the PCC Apakor Sp. z o.o. referred to as the (“**Ordering Party**”). These General Terms and Conditions are available at: <http://www.apakor.eu/>.
- 1.2 Provisions, which differ from these General Terms and Conditions or statutory provisions, in particular those set out in the terms and conditions of sales of a supplier/contractor, hereinafter the (“**Supplier or Contractor**”), shall be binding upon the Ordering Party only if confirmed by the Ordering Party in accordance with its representation rules. Purchases or orders free from any objections shall not mean that the Ordering Party has acknowledged the different provisions. Whenever orders are referred to in these General Terms and Conditions, they shall be understood as an agreement concluded on the basis of applicable legal regulations, in particular the Civil Code.
- 1.3 Whenever materials are referred to in these General Terms and Conditions, they shall be understood as machines, equipment, tools, spare parts or any other items not listed earlier, which are the sole subject of the order or an element thereof.
- 1.4 The Supplier/Contractor guarantees that the subject of the order shall be completed by the date specified in the order or set by the Ordering Party.
- 1.5 Subject to clause 2.3, if the sole subject of the order is delivery or purchase of material, the order shall be considered to be fulfilled upon the Ordering Party’s receipt of the material that is the subject of such order at a place defined by the Ordering Party. In other cases, the date of delivery of the order – subject to clause 2.3 – shall be considered the date, when the authorised representatives of both parties sign a report on the final receipt of the subject of the order without any comments.
- 1.6 If the sole subject of the order is delivery or purchase of material, the delivery of the material shall be made to the warehouses of the Ordering Party, as indicated in the specific items of the order, unless the content of the order provides otherwise. The warehouses of the Ordering Party are open on working days, Monday to Friday, from 7.00 a.m. to 2.00 p.m. for materials, which do not require the customs clearance. If the material requires customs clearance, it should be delivered by 10.00 a.m.
- 1.7 Any conditions applicable to the order shall always refer to INCOTERMS 2010. Unless the order provides otherwise, the deliveries shall be carried out according to the following rules:
 - a) if the organization of the transport is the responsibility of the Supplier/Contractor:
 - INCOTERMS 2010: DDP;
 - b) if the organization of the transport is the responsibility of the Ordering Party:

- INCOTERMS 2010: FCA.

- 1.8 The Ordering Party shall have the right to withdraw from the agreement after 2 months from the date of order placement, if the Supplier/Contractor fails to proceed on with the agreement performance within 7 days from the date of the agreement.
- 1.9 Any benefits, charges and risks, including the risk of loss and damage of the subject of the order, and the risk of damage caused by the subject of the order, shall be transferred to the Ordering Party not earlier than on the date of receipt. If the subject of the order comprises hazardous materials, the title to the materials shall be transferred to the Ordering Party not earlier than upon the receipt thereof, as confirmed by relevant report signed by the Ordering Party.

II. REQUIRED DOCUMENTS

- 2.1 If the subject of the order is, *inter alia*, delivery or purchase of materials, the following documents should be delivered with the material (irrespective of the documents used for the settlement and payment between the parties): complete technical documentation necessary for the proper installation of the material at the place of use and for the proper start-up, operation, and maintenance, including, *inter alia*, the construction and installation drawings with the necessary details concerning the mechanical, control and measurement, and electrical part, etc., material quality certificates, certificates of analyses, material quality, tests, approvals and declarations of conformity, as required by the Polish and EU law, operation and maintenance manuals, and instructions for the proper storage of material.
- 2.2 For purchases made in Poland, the Supplier/Contractor shall be obliged to include the specification of the subject of the order in the shipment, and if the specification cannot be delivered, with the consent of the Ordering Party - a copy of the invoice. For purchases made outside Poland, together with the material, the Supplier/Contractor shall be obliged to deliver the document that allows applying the preferential or reduced customs duties.
- 2.3 The order shall be deemed to have been completed at the time of delivery of the subject of the order and all documents listed in clauses 2.1 and 2.2 or specified in the order.

III. INVOICES

- 3.1 For orders, the subject of which are items other than only delivery or purchase, such as e.g. installation, start-up, the basis to issue the VAT invoice by the Supplier/Contractor for order completion, shall be the final acceptance report referred to in clause 5, and a written declaration of possible subcontractors that there are no unsettled payments for works subcontracted by the Supplier/Contractor.

IV. SUBCONTRACTING

- 4.1 The Supplier/Contractor may subcontract the work connected with the order using subcontractors and/or other persons acting on its behalf, with the prior written, otherwise null and void, consent of the Ordering Party. The consent to employ the subcontractors shall not affect the liability of the Supplier/Contractor

for performance of the order using third parties. The Supplier/Contractor shall be liable for the acts or omissions of its subcontractors as for its own acts or omissions.

- 4.2 The Supplier/Contractor shall be fully liable for the damage caused by its subcontractors during the completion of the order.
- 4.3 If the Ordering Party makes payment directly to a subcontractor, the Ordering Party shall have the right to claim from the Supplier/Contractor the full amount (recourse) paid by it for work performed by the subcontractors.

V. QUALITY, SAFETY, ENVIRONMENT

- 5.1 The Supplier/Contractor guarantees that the subject of the order does not pose a hazard to safety, health and the environment.
- 5.2 All the components/parts used to make the subject of the order must have the quality certificates, permits, declarations of conformity (certificate, technical approval, material quality certificates) required by the applicable regulations and standards, and they must be new and fully operational.
- 5.3 The Supplier/Contractor shall be liable for the quality of the materials delivered, the work performed and, if applicable, for the compliance of the performance with the design documentation, the recommendations of the technical and design author's supervision, with the applicable technical conditions for the performance of the work, including installation and construction work.
- 5.4 If the subject of the order is preparation of documentation or a design, the Supplier/Contractor shall be fully liable for any errors in the documentation or the design, in particular those causing the necessity to perform any additional works. In particular, the Supplier/Contractor shall be charged with the costs of performing these additional works, such costs calculated on the basis of the invoices for their performance, increased by additional costs of 15% of the value of these works - as the cost of organizing the additional works directly by the Ordering Party.
- 5.5 The Ordering Party reserves the right to verify the received/completed subject of the order (in particular its quality and quantity), in particular for its compliance with the order, specification and/or the quality certificate of the Supplier/Contractor.
- 5.6 If the subject of the order is only the delivery or purchase of material, and the result of the verification (in particular the quality and quantity verification) of the material as performed by the Ordering Party, shows any non-conformity of the material with the order, specification or quality certificate of the Supplier/Contractor, the Ordering Party shall inform the Supplier/Contractor, within 30 days from the date of receipt of the material (and in the case of latent defects - within 30 days from the discovery of the defect) of this fact by fax or e-mail or a letter sent by registered mail or courier.
- 5.7 The Supplier/Contractor guarantees that the subject of the order shall be performed (including, if applicable, delivered/assembled/installed) in accordance with the applicable Polish regulations, including

OH&S and fire safety, and UDT/PED/TDT/ATEX regulations and standards in force in the European Union.

5.8 If the subject of the order is, *inter alia*, or only, the work carried out on the premises of the Ordering Party:

- a) The Supplier/Contractor shall be liable for the safety of the work performed, and in particular for the safe conditions of driving and movement for the vehicles, employees and third parties present within the area of the works, in accordance with the regulations and procedures currently existing in this respect on Ordering Party's premises.
- b) The Supplier/Contractor, and any potential subcontractors, shall be obliged to read and understand the OH&S and fire-fighting regulations and procedures currently existing on the Ordering Party's premises, as available at: https://www.pcc.rokita.pl/bazy/www.nsf/id/PL_Bezpieczenstwo including the knowledge compendium: https://www.pcc.rokita.pl/bazy/www.nsf/id/PL_Bezpieczenstwo_Kompendium_bhp

Before proceeding on with the work on PCC Site, the Supplier/Contractor shall be obliged to enrol and send its employees and subcontractors and/or persons acting on behalf of the Supplier/Contractor to the basic H&SE and fire-fighting induction training. These persons must undergo the workplace safety training. The enrolment should be submitted to the Ordering Party's representative indicated in the order.

- c) The Supplier/Contractor shall be obliged to keep proper order on Ordering Party's premises during the work performance.

5.9 The Supplier/Contractor hereby warrants and guarantees that no applicable patents or other industrial property rights, copyrights and other related rights or know-how of third parties exist that could be infringed by the Ordering Party due to the use or disposal of the acquired subject of the order.

5.10 If applicable, the intellectual property rights to the subject of the order are specified in Appendix 1 to the order.

5.11 The producer of the waste generated during the work carried out in order to perform the subject of the order shall be the Ordering Party, unless the detailed terms of the order provide otherwise. The Supplier/Contractor shall be obliged to transport and collect the waste selectively at the place designated by the Ordering Party. However, the post-materials and post-substances waste used by the Supplier/Contractor in the course of work, and asbestos waste, shall be an exception. The producer of this waste shall be always the Supplier/Contractor. If the Supplier/Contractor is the waste producer, then the Supplier/Contractor shall be obliged to obtain the Ordering Party's consent for waste disposal prior to its removal from the Ordering Party's premises, and shall be obliged to provide the Ordering Party with the copy of the controlled waste transfer note (WTN), in which a waste management company has confirmed acceptance of such waste, within 3 days from the date of this waste removal from the PCC premises. If the Supplier/Contractor fails to provide WTN on time, the Ordering Party shall have the right to withhold

payment of remuneration for works performed on the basis of the order. Until WTN is provided, this period shall not be treated as a delay in performance of the payment obligation by the Ordering Party.

VI. WARRANTIES AND GUARANTEES

- 6.1 The Supplier/Contractor shall provide the warranty on the subject of the order for the period set in the order. If the warranty period is longer than two years, the parties shall extend the period for Ordering Party's claims under the statutory warranty for the duration of the warranty given by the Supplier/Contractor. The Ordering Party may exercise its statutory warranty rights regardless of the Supplier/Contractor's warranty rights. The period of the Supplier/Contractor's warranty and the statutory warranty shall start from the date of order completion in accordance with clause 5 above.
- 6.2 The Supplier/Contractor warrants and guarantees that the subject of the order meets the requirements specified in the Ordering Party's order, is free from any defects which would reduce its value or usefulness with respect to the purpose arising from the order or the purpose of the subject of the order.
- 6.3 The Supplier/Contractor warrants and guarantees that all elements/parts delivered to the Ordering Party in the course of the order performance are new, unused, manufactured in compliance with the latest technological progress achievements and meet the highest standards of quality, safety and environmental protection applicable to the materials and workmanship, unless the order requires otherwise. The Supplier/Contractor further warrants and guarantees that the subject of the order shall be free from defects, including defects in materials, construction, legal defects, defects resulting from the quality of workmanship and other failures, and therefore shall allow to achieve the technical parameters specified by the manufacturer, as well as those arising from the technical documentation (if applicable) and its purpose.
- 6.4 The Supplier/Contractor warrants and guarantees that no asbestos or other substances hazardous to the environment, health or safety shall be used to complete the order.
- 6.5 Under the warranty, the Ordering Party shall have the right, at its own discretion, to require repair of the defect or delivery of the subject of the order or a part thereof free from defects, or to require a reduction in or return of the purchase price, or to require a supplementary delivery or provision of other services.
- 6.6 If the Supplier/Contractor fails to proceed on with the performance of its obligations arising from the warranty and/or statutory warranty within 3 working days from the Ordering Party's notice about the defect/warranty claim (by fax, e-mail, registered letter or courier), and fails to perform them in the shortest time possible, the Ordering Party shall be authorized to exercise the warranty rights at the expense and risk of the Supplier/Contractor, without the obligation to obtain the court's consent to do so. In this situation, the Ordering Party shall not lose any warranty or statutory warranty rights; provided, however, that the Ordering Party shall be obliged to inform the Supplier/Contractor in advance about the repair being undertaken by the Ordering Party or commissioned to third parties. Unless otherwise agreed, the Parties agree that the period for defect repair shall be 14 days from the date of defect notice.

- 6.7 If, in the course of performing its obligations under the warranty, the Supplier/Contractor made essential changes to the subject of the order, or made a new subject of the order instead of the defective one, the warranty period shall run anew from the time of repair or performance of the new subject of the order. In other cases, the warranty period shall be extended by the time when the Ordering Party was unable to use the subject of the order due to the defect.
- 6.8 To the extent not provided for in these General Terms and Conditions, the provisions of the Polish Civil Code concerning the sales warranties shall apply, and other applicable legal regulations.

VII. CONFIDENTIALITY

- 7.1 Any commercial and technical information obtained by the Supplier/Contractor in connection with the order completion, the Supplier/Contractor shall be obliged to treat as confidential, i.e. not to be disclosed to third parties without the prior written consent of the Ordering Party or used for any purpose other than the performance of the order. The obligation of confidentiality shall survive the completion of the order. If the Supplier/Contractor infringes the obligation of confidentiality, the Ordering Party reserves the right to withdraw from the order, by fault of the Supplier/Contractor, within 3 months of receiving the information about the infringement.
- 7.2 The Supplier/Contractor acknowledges that the Ordering Party is a company of PCC Capital Group. The Supplier/Contractor acknowledges that PCC Rokita S.A. and PCC EXOL S.A., as issuers of securities admitted to trading on the Warsaw Stock Exchange, are subject to a number of regulations existing in the European Union and concerning the protection of the confidential information on the capital market; and in particular to the provisions of Regulation (EU) No. 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, the Polish Financial Instruments Act of 29 July 2005 and the Polish Act on the Public Offering and the Terms of Placing the Financial Instruments in the Organized Trade System and on the Public Companies of 29 July 2005. Consequently, the information resulting from the performance of the agreement made with the Supplier/Contractor may be confidential information within the meaning of Article 7 of the Market Abuse Regulation. Any disclosure and use of confidential information in a manner inconsistent with this agreement is prohibited. The prohibition to disclose the confidential information shall not apply if the information must be disclosed due to performance of the obligations resulting from the provisions of the generally applicable law, in particular, it shall not apply to the Ordering Party in connection with its obligation to immediately disclose to the public the confidential information directly related to the Ordering Party, the content of which, as well as the very fact of publication, the Ordering Party is not obliged to consult with the Supplier/Contractor.

VIII. CONTRACTUAL PENALTIES

- 8.1 The Supplier/Contractor shall pay the Ordering Party a contractual penalty for withdrawal from the agreement, the conclusion of which was effected by the Supplier/Contractor's acceptance of the order, by any of the parties for reasons attributable to the Supplier/Contractor, as well as in the case of withdrawal

from this agreement by the Supplier/Contractor for reasons beyond the control of the Ordering Party - in the amount of 20% of the net value of the order.

- 8.2 If the performance of the order is delayed, the Supplier/Contractor shall be obliged to pay the Ordering Party a contractual penalty of 0.5% of the net value of the order, for each day of delay commenced, not more than 20% of the net value of the order. The contractual penalty shall be paid at the first written request of the Ordering Party.
- 8.3 Each time the Supplier/Contractor fails to comply with the Ordering Party's OH&S, fire-fighting, environmental protection and internal regulations on the premises of the Ordering Party's plant or on the PCC Site, the Ordering Party may impose a contractual penalty on the Supplier/Contractor – in the amount of PLN 1000 (say: one thousand zlotys).

IX. SOBRIETY; SMOKING BAN

- 9.1 The obligation of sobriety is imposed on PCC Site. The obligation of sobriety includes the prohibition to bring in the alcohol on PCC Site, prohibition to drink alcohol on PCC Site, prohibition to enter PCC Site in the state of intoxication, and the prohibition to stay on PCC Site in the state of intoxication. For the purposes of these General Terms and Conditions, the state of intoxication means when the alcohol content in the body is, or leads to alcohol concentration in blood in excess of 0.00 ‰, presence of alcohol in the exhaled air in excess of 0.00 mg.
- 9.2 The above shall apply mutatis mutandis to drugs or other intoxicants and psychotropic substances. If the Supplier/Contractor and/or its employees and/or persons acting on its behalf fail to comply with the obligation of sobriety, the Ordering Party reserves the right to withdraw from the agreement, the conclusion of which was effected by the Supplier/Contractor's acceptance of the order, by fault of the Supplier/Contractor, within 3 months of receiving the information about the infringement, and the right to charge the contractual penalty of 5% of the net value of the order; however, not more than PLN 10,000 and not less than PLN 5,000 for each case of finding the infringement of the obligation of sobriety with regard to alcohol, and to charge the contractual penalty of PLN 20,000 for each case of finding the state after taking drugs or other intoxicating and psychotropic substances, and this person, depending on the circumstances in which it is found, shall not be admitted to the PCC Site, or shall be ordered to leave the Site. The security service protecting the PCC Site shall be authorized to carry out the control within the scope described in this section.
- 9.3 Smoking is not allowed within PCC Site subject to places explicitly designated for this purpose. The Contractor represents that it shall oblige its employees and/or other persons acting on its behalf to observe the said prohibition on smoking on PCC Site outside the places explicitly designated for this purpose, and guarantees that the above-mentioned persons shall observe this prohibition. In case if the above-mentioned prohibition is not observed, the Ordering Party reserves the right to charge a contractual penalty of 5% of the net value of the order; however not more than PLN 10,000 and not less than PLN 5,000 for each

case of finding by the Contracting Party's employees and/or other persons acting on its behalf a violation by the Contractor and/or other persons acting on the basis of its request of a smoking prohibition within the PCC Site, outside the places expressly designated for this purpose.

X. THEFT

10.1 If the Supplier/Contractor and/or any employee of the Supplier/Contractor and/or other persons used by the Supplier/Contractor to complete the order, have committed or attempted to commit a crime/offense against property, in particular theft/appropriation/destruction of property of the Ordering Party or any other entity conducting business on PCC Site, the Ordering Party reserves the right to withdraw from the agreement, the conclusion of which was effected by the Supplier/Contractor's acceptance of the order, by fault of the Supplier/Contractor, within 3 months of receiving the information about the infringement, and to charge a contractual penalty of PLN 10,000 for each of the above-mentioned incidents.

XI. PRINCIPLES OF SUSTAINABLE DEVELOPMENT

11.1 The issues concerning the ethical culture of the PCC Group companies have been included in the existing Supplier Code of Conduct (<http://files.pcc.pl/KodeksPostepowaniaEtycznegoDostawcow>).

XII. REACH

12.1 If the delivered material or an element thereof is subject to the Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) (as amended) and/or Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 (as amended), the supplier shall confirm the fulfilment of all the requirements and obligations resulting from the above legal regulations. In particular, the Supplier shall confirm that the delivered material or an element thereof has been registered in accordance with REACH and the registration covers the Ordering Party's applications.

XIII. PERSONAL DATA

13.1 The Ordering Party is the data controller for the personal data provided by the Supplier/Contractor in connection with the conclusion and performance of the agreement, e.g. the contact persons and employees/co-workers. The contact with the Ordering Party regarding the personal data protection is possible at the address of the Ordering Party.

13.2 Additional information on the principles of personal data processing by the Ordering Party can be found on the website at <https://odo.pcc.pl/>.

XIV. FINAL PROVISIONS

14.1 In case of a gross violation/breach of the General Terms and Conditions by the Supplier/Contractor and/or failure to observe the internal regulations of the PCC Group companies and other legal regulations, the Ordering Party may withdraw from the agreement, the conclusion of which was effected by the

Supplier/Contractor's acceptance of the order, by fault of the Supplier/Contractor, within 3 months of receiving the information about the infringement.

14.2 The Party unable to fulfil its obligations due to the Force Majeure circumstances should notify the other Party of this fact within 3 days. Force Majeure shall be understood as any extraordinary, external events, which the Party could not foresee or avoid, in particular war, riots, fire, flood, earthquake or other fortuitous events, as well as acts of public authority, and national or industrial strikes. The other Party should be also informed when the circumstances considered to be Force Majeure cease. If the aforementioned circumstances last longer than 1 month, the Parties should jointly decide about further performance of the order.

14.3 The Ordering Party shall be entitled to make a deduction, *inter alia*, for non-performance or improper performance of the subject of the order and failure to repair the defects and faults during the warranty period, including contractual penalties, before the deadlines for payment, on the basis of a unilateral declaration of will.

14.4 The Polish law shall govern these General Terms and Conditions. The application of the UN Convention on Contracts for the International Sale of Goods, made in Vienna on 11 April 1980, shall be excluded (OJ 1997.45.286). If the Supplier/Contractor is seated:

- a) on the territory of Poland, any disputes, which may arise in connection with the order, and which shall not be solved amicably between the Parties, shall be settled by a common court having jurisdiction over the seat of the Ordering Party,
- b) outside Poland, any disputes which may arise in connection with the contract, and which shall not be resolved amicably between the Parties, shall be settled by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw – in accordance with the rules of procedure before that court. Each Party shall be obliged to voluntarily and immediately comply with the decision of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw.

14.5 The Supplier/Contractor shall not be entitled to assign its rights and obligations arising from the agreement, the conclusion of which was effected by the Supplier/Contractor's acceptance of the order, to third parties without the prior written, otherwise null and void, consent of the Ordering Party.

14.6 The Ordering Party shall be entitled to claim damages in excess of the contractual penalties stipulated in the order or these General Terms and Conditions.

14.7 The Ordering Party shall be only liable for direct and actual losses of the Supplier/Contractor (no liability for indirect damage and lost profits); however, this liability shall be limited to the net value of the order in question.

14.8 These General Terms and Conditions shall be effective as from 14.11.2018.