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Department: Procurement

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Air Liquide Polska Sp. z o.o.

General Terms and Conditions for Orders

I. Scope of application

These General Terms and Conditions for Orders Placed by Air Liquide Polska Sp. z o.o. (hereinafter referred to as the 'GTC') shall apply to any and all orders placed by Air Liquide Polska Sp. z o.o. (hereinafter referred to as 'AL'), both as part of regular commercial relations and as single orders, irrespective of the object of the order, which may in particular constitute a delivery of goods, sale of goods, or the provision of services to AL (hereinafter referred to as the 'Object of the Order'). The application of any contract templates or general terms and conditions of the contractor (hereinafter referred to as the 'Contractor') shall be excluded with respect to orders placed by AL, including if a reference to such documents is contained in any document presented by the Contractor, also if signed by AL. Regardless of the above, if a contract template or the Contractor's general terms and conditions do apply, then in the event of any discrepancies between the Contractor's documents and AL's GTC, AL's GTC shall prevail.

II. Placing and accepting orders

AL shall place orders using the order form in writing, by fax, or by email. The Contractor's reservations made at the moment of accepting the order shall not bind AL. The acceptance of an order with simultaneous reservations shall be deemed to be an acceptance without reservations. The acceptance of the Order by the Contractor shall mean full acceptance of the GTC.

III. Payments

1. AL shall make payments for the performance of the Object of the Order by bank transfers into the bank account specified by the Contractor on the VAT invoice, within 45 days from receiving the VAT invoice – unless a longer term of payment had been agreed on. The payment shall be made if the VAT invoice is in accordance with the Order.
2. Unless the parties have specified otherwise, the price indicated in the Order shall cover the costs of hand-over, packaging, transport insurance, and transport of the Object of the Order and its collection by AL, as well as any and all other costs related to the performance of the Object of the Order.
3. Unless the parties have specified otherwise, the price indicated in the Order shall be expressed in PLN.
4. The VAT invoice issued by the Contractor shall contain the number of the Order it concerns.

IV. Entrusting the performance of the object of the order to a third party

The Contractor shall only entrust the performance of a part or the whole of the Object of the Order to a third party (hereinafter referred to as the 'Subcontractor') if provided with AL's prior written consent. In such case, the Contractor shall be liable for the actions and inactions of the Subcontractor as for his own actions and inactions, and in particular for any damage caused by the Subcontractor while performing the Object of the Order.

V. Materials entrusted by AL

The Contractor shall be fully liable for the materials and devices entrusted to him by AL in connection with the performance of the Object of the Order and shall store them with due diligence, use them in accordance with their intended purpose, and return them in a non-deteriorated condition, except for normal wear and tear resulting from their use in order to perform the Object of the Order. In the event of damaging the materials or devices, the Contractor shall, at AL's discretion, immediately repair them or cover the expected costs of repair or purchase of new materials or tools, as indicated by AL. In the event of losing the materials or devices, the Contractor shall cover the expected costs of purchase of new materials or tools, as indicated by AL. The preceding provisions shall be without prejudice to AL's claims for the redress of damage resulting from damage to or loss of the materials or devices, to be carried out in line with the general principles.

VI. Indemnity and insurance

1. In the event of any damage caused in connection with the performance of the Object of the Order, the Contractor shall carry out any and all necessary actions in order to indemnify AL against potential liability.
2. When accepting the Order, the Contractor shall present AL with a valid civil liability insurance policy securing him against the financial consequences of civil liability, including product liability he could suffer in connection with bodily injury or damage to property caused in the course of performing the Order.

VII. Quality inspection

The Contractor shall meet the quality requirements specified in the Order. AL shall have the right, at any time, to inspect the quality of the material and the manner of performing the Object of the Order, and in the event of them being in discordance with the Order or, in the opinion of AL, threatening the quality of the performance of the Object of the Order, AL shall have the right to withdraw from the agreement.

VII. Delivery

If the Order concerns a delivery or sale of goods, the goods shall be suitably packaged and secured and delivered by the Contractor at the time, to the place, and in the manner specified in the Order.

IX. Guarantee

1. The Contractor guarantees that the Object of the Order, as performed by him:
 - Shall be free from physical and legal defects;
 - Shall be performed with utmost diligence, in accordance with the Order and generally applicable legal regulations;

- Shall be free for the period of twenty four months from the performance of the Object of the Order and its acceptance by AL, of any defects resulting from faults in design, manufacture, or defects in the materials used to manufacture it.
2. If any defects are discovered before the lapse of the time specified in section IX.1, AL shall inform the Contractor of this fact, and the Contractor shall immediately remove the defects or replace the Object of the Order with another one that shall be free of defects at his own expense (including the cost of transport of the defective Object of the Order from and to AL) and risk.
 3. The fact of AL following the recommendations or instructions from the Contractor or the persons through which he acts with respect to transport, storage, handling or use of the Object of the Order, including its potentially hazardous nature and the safety measures to be employed when using the Object of the order, shall take place at the exclusive risk and responsibility of the Contractor.

X. Intellectual property

1. The Contractor represents that, at the moment of handing over the Object of the Order to AL, he shall hold any and all rights thereto, and the Object of the Order shall not be the object of any third party rights, including but not limited to rights of ownership of the Object of the Order and any of the materials or procedures used, under intellectual property rights, patents, utility models, registered designs, copyrights, trademarks, or similar rights (hereinafter collectively referred to as the 'Intellectual Property Rights').
2. The parties shall immediately notify each other of any claims with respect to the Intellectual Property Rights made to the Contractor or to AL, as well as of any proceedings instigated against the Contractor or AL on this basis. The Contractor shall reimburse AL for any and all damage suffered in connection with such claims or proceedings.
3. The Contractor shall take, at his expense, all necessary and appropriate actions, in particular to negotiate a settlement with a third party. Should any claim of a third party be recognised by the Contractor or awarded in a court ruling, the Contractor shall be solely liable for carrying out, independently and excluding AL, any and all financial settlements thereunder.
4. Any and all industrial property rights arising in connection with the Contractor carrying out the Order shall rest with AL, unless the parties agree otherwise.
5. At the moment of payment of the remuneration for the performance of the Object of the Order, the Contractor shall transfer to AL, unless the parties agree otherwise, the author's economic rights to the Object of the Order in terms of:
 - a) Fixing and reproducing the Object of the Order – production of copies of the Object of the Order using a specific technology, including printing, reprography, magnetic recording, and digital technology;
 - b) Trading in the original or the copies on which the Object of the Order has been fixed – introduction to trading, lending for use, or hire of the original or the copies;
 - c) Disseminating the Object of the Order in a manner other than specified in section X.5.a) – public performance, displaying, screening, playback, broadcasting and rebroadcasting, as well as making the Object of the Order publicly available in such a manner that anyone may access it at the place and time of their choice; as well as the exclusive right to grant the right to produce derivative works with respect to the Object of the Order.

XI. Special tools or accessories

On the completion of the Order that required the Contractor to use special tools or accessories, or which were manufactured specially for the purpose of the performance of the Order, AL shall acquire the ownership thereof, unless the parties agree otherwise.

XII. Modification or cancellation of the order

AL shall have the right to modify or cancel the Order within 48 hours from its placement, by means of a unilateral representation made to the Contractor in any form, including by telephone, even if the Order has been placed in writing. The cancellation of the Order shall bind the Contractor from the moment of receiving AL's representation in this respect. Modification of the Order shall bind the Contractor if he does not reject the modification within 24 hours from receiving AL's representation. In the event of modification rejection by the Contractor, the Order shall be deemed to have been cancelled. Modification or cancellation of the Order shall not be a basis for any claims from the Contractor to AL.

XIII. Liquidated damages

1. In the event of a delay in the performance of the Object of the Order, the Contractor shall pay to AL liquidated damages in the amount of 1.5% of the gross value of the Order for every commenced week of delay.
2. Irrespective of the provisions of section XIII.1, in the event of a delay in the performance of the Object of the Order, AL shall have the right to commission the performance of the Object of the Order to a third party, at the Contractor's expense and risk. AL shall inform the Contractor of commissioning the performance of the Object of the Order to a third party.
3. AL shall have the right to demand that the Contractor pays liquidated damages in the amount of 3% of the gross value of the Order or 3% of the value of the Contractor's remuneration from the month previous to the month when the violation was found, but not less than PLN 3,000.00 (for each violation) if the persons used by the Contractor to perform the Order:
 - a) Fail to use collective or personal protective equipment;
 - b) Work on the premises of AL without the necessary permission from AL;
 - c) Commence work without the Contractor making a prior notification to the AL of these persons being able to work and having completed the necessary training, together with presenting the shift manager at the AL facility with a list of these persons in every separate case;
 - d) Move heavy equipment into the AL facility without a prior notification of this fact to the shift manager at the AL facility;
 - e) Commence the performance of the Order without having completed the relevant health and safety training carried out by AL employees;
 - f) Smoke in areas where smoking is prohibited;
 - g) Stay in prohibited places without an AL representative;
 - h) Commence the performance of the Object of the Order without consulting AL;
 - i) Use inoperative equipment;
 - j) Violate other regulations and legal provisions in terms of health and safety in force at the AL facility.
4. If the damage exceeds the stipulated liquidated damages, AL shall have the right to claim supplementary compensation in line with the general principles.
5. If a violation of the rules indicated in point. 3 occurs three times, AL is entitled to withdraw and/or terminate the agreement with the immediate effect.

XIV. Confidentiality

1. The Contractor shall keep confidential any and all information regarding AL, including but not limited to commercial and technical information, that he has obtained in the course of performing the Object of the Order, except for the information that is publicly disclosed by AL and the information that has been previously shared with the right to disseminate it ('Confidential Information').

2. Any and all materials, documents, and information provided in order to perform the Object of the Order shall remain the property of AL. The Contractor shall store any and all information expressed in a physical form (including materials in writing and computer data carriers) in a manner preventing access thereto from unauthorised persons and shall return it immediately on the completion of the Order.
3. The obligation to keep Confidential Information confidential shall apply in the course of the performance of the Order and for 5 years after its completion.
4. The Contractor shall ensure that the confidentiality obligation is observed by his employees, representatives, and any and all other entities cooperating with the Contractor that have access to Confidential Information.
5. The Contractor shall not have the right to refer, including by means of placing in his advertising materials, to information on performing AL's Order without AL' prior written consent.

XV. Safety guidelines

The Contractor shall observe the work regulations and safety standards in force at AL, as well as the legal regulations in terms of health and safety and environmental protection.

XVI. Other terms and conditions

1. The Contractor is obliged to abide the Supplied Code of Conduct (hereinafter: Code), which current version is available under the following link <https://przemysl.air-liquide.pl/en/about-us/terms-and-conditions>. The modification of the Code does not require the amendment of the Order and is performed through the publishing on the website of AL. In case of breach of the Code, point XIII 3-5 apply.
2. The Contractor also agrees to comply with the laws and regulations applicable to the execute its contractual obligations with AL, in particular as concerns anti-corruption, and to adhere the rules of behavior provided in the Anti-Corruption In-house Code of Conduct (available under the following link <https://przemysl.air-liquide.pl/en/about-us/terms-and-conditions>) and certifies that it has implemented and will continue to implement policies and procedures to foster compliance with the anti-corruption and anti-bribery laws and regulations. The Order and the GTC specify the full details of the agreement between AL and the Contractor.
3. The Orders and the GTC shall be governed by the laws of Poland.
4. Any and all modifications of the Order or the GTC shall be null and void unless made in writing.
5. Any and all disputes arising out of the Order that are not settled amicably shall be resolved by the competent courts having jurisdiction over the registered office of AL.