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Air Liquide Polska Sp. z o.o.

General Terms and Conditions for Orders

I. Scope

1. These General Terms and Conditions for Orders of Air Liquide Polska Sp. z o.o. (hereinafter: "GTCO") apply to each order placed by Air Liquide Polska Sp. z o.o. (hereinafter: "AL" or "the Ordering Party"), both as part of permanent business relations and in the case of individual orders, regardless of the subject of the order, which may be, in particular, the supply of goods, the sale of goods or the provision of services to AL, (hereinafter: "Subject of the Order"). The application to the AL's order of any provisions of agreement templates or general terms and conditions of business of the order contractor (hereinafter: "Contractor") is excluded, including in the event that a reference to such documents would be included in any document submitted by the Contractor, including a document signed by AL. Notwithstanding the above provision, in the event that the Contractor's model contract or general terms and conditions would be applicable, then in the event of any discrepancy between the Contractor's document and the AL's GTCO, the AL's GTCO shall prevail.
2. These General Terms and Conditions for Orders (GTCO) apply only if the Contractor is an entrepreneur within the meaning of the Act of 6 March 2018 – Entrepreneurs' Law (Dz. U. 2018, item 646, as amended) and acts in the course of its commercial, professional and business activities, and the contract entered into is of a professional nature for the Client within the meaning of Article 385(5) of the Civil Code.

II. Placing and accepting an order

1. AL places orders in writing or by email, using an order form. Any objections submitted by the Contractor upon acceptance of the order shall not be binding on AL. Accepting the order while submitting objections at the same time shall be considered as accepting the order without objections. Acceptance of the order by the Contractor shall be deemed to constitute the acceptance of the GTCO in their entirety.
2. Offers and quotations submitted by the Contractor shall not entitle to remuneration and shall not create any obligations on the part of the Ordering Party.
3. When submitting its offer, the Contractor shall clearly indicate any inconsistencies (discrepancies) between the offer and the Ordering Party's offer inquiry. In a situation in which the Contractor has a solution that is an alternative to the one mentioned in the offer inquiry, and that is technologically or economically more favourable, the Contractor shall additionally present it to the Ordering Party.

III. Payments

1. AL shall make the payment for the performance of the Subject of the Order by wire transfer, to the bank account indicated by the Contractor on the VAT invoice, within 45 days from receipt of the VAT invoice by AL, unless another payment term has been agreed upon. Payments are made if the VAT invoice presented for processing is in accordance with the order.
2. Unless otherwise agreed by the Parties, the price indicated in the order shall include the costs of issuance, packaging, insurance for the time of transportation and the transport of the Subject of the Order and its collection by AL, as well as all other costs related to the execution of the Subject of the Order.
3. Unless otherwise agreed by the Parties, the price indicated in the order shall be expressed in Polish zloty.
4. The VAT invoice issued by the Contractor shall include the order number to which it relates.

IV. Entrusting the execution of the Subject of the Order to a third party

Entrustment by the Contractor of the execution of the Subject of the Order, in whole or in part, to a third party (hereinafter: "Subcontractor") requires the prior written approval of AL. In such a case, the Contractor shall be responsible for the acts and omissions of the Subcontractor as for its own acts and omissions, and in particular shall be liable for damages caused by the Subcontractor in the execution of the Subject of the Order.

V. Materials entrusted by AL

The Contractor shall be fully responsible for the materials and equipment entrusted to it by AL in connection with the execution of the Subject of the Order, and agrees to store them with due care, use them for their intended purpose, and return them in a condition not deteriorated beyond the wear and tear resulting from proper use as part of the performance of the Subject of the Order. In the event of damage to materials or equipment, the Contractor shall, at AL's option, repair them promptly or pay the anticipated cost of repair or purchase of new materials or equipment as indicated by AL. In the event of loss of materials or equipment, the Contractor shall pay the anticipated cost of purchasing new materials or equipment as indicated by AL. The preceding sentences do not prejudice AL's claims for compensation for a damage resulting from an injury to or loss of materials or equipment, under general rules.

VI. Indemnification and insurance

1. In the event of any damage caused in connection with the performance of the Subject of the Order, the Contractor shall do everything necessary to indemnify AL against any liability.
2. The Contractor, upon accepting the Order, shall present AL with a valid third-party liability insurance policy with evidence of premium payment, indemnifying it against the financial consequences of civil liability, including product liability, in relation to which it could be held liable due to personal injury or property damage caused in the performance of the Order (including product liability).

VII. Quality check

The Contractor shall meet the quality requirements specified in the order. AL shall have the right to inspect, at any time, the quality of the material and the manner of execution of the Subject of the Order, and if they do not comply with the order or, in AL's opinion, jeopardise the quality of execution of the Subject of the Order, to withdraw from the contract.

VII. Delivery

In the event that the Order concerns the delivery or sale of goods, the goods, properly packaged and protected, shall be delivered by the Contractor at the time, to the place and in the manner indicated in the Order.

Together with the delivery of goods, the Contractor shall be obliged to provide all necessary instructions in Polish, certificates, as well as safety data sheets, in accordance with the legal regulations in force in the territory of the Republic of Poland.

IX. Guarantee

1. The Contractor shall guarantee that the Subject of the Order executed by him:
 - is free from physical and legal defects;
 - has been executed with the utmost care, in accordance with the order and generally applicable laws;
 - no defects resulting from improper design, workmanship, or defects in the materials used in its construction will become apparent within twenty-four months from the execution of the Subject of the Order and its acceptance by AL.
2. If defects are discovered within the period specified in item 1, AL shall inform the Contractor of this fact, and the Contractor shall immediately remove the defects or replace the Subject of the Order with a defect-free one at its own expense (including the cost of transporting the defective Subject of the Order both ways) and risk.
3. AL's adherence to the advice or recommendations of the Contractor or its agents regarding the transportation, storage, handling or use of the Subject of the Order, including the ones addressing its potential hazardous nature and the precautions to be observed when using the Subject of the Order, shall take place at the sole risk and responsibility of the Contractor.
4. Any warranty exclusions shall not apply to the Subject of the Order.

X. Intellectual property

1. The Contractor declares that full rights to the Subject of the Order executed by it at the time of its transfer to AL shall be vested in the Contractor, and the Subject of the Order shall not be subject to any rights of third parties, in particular ownership rights to the Subject of the Order and to any materials and procedures used, arising from intellectual property rights, patents, utility models, registered design, copyrights, trademarks or similar rights (collectively, "Intellectual Property Rights").
2. The Parties undertake to immediately inform each other of any claims relating to Intellectual Property Rights made against the Contractor or AL, as well as of any proceedings initiated against the Contractor or AL on such grounds. The Contractor agrees to indemnify AL for any damages incurred in connection with such claim or proceeding.
3. The Contractor shall take all appropriate steps at its own expense, in particular, conduct settlement negotiations with the third party. If any claim by a third party is recognised by the Contractor or awarded by a court judgement, the Contractor alone shall, without AL's participation, be obliged to make all resulting settlements.
4. All industrial property rights that arise in connection with the Contractor's execution of the order shall be vested in AL, unless otherwise agreed by the Parties.
5. Upon identification of the work being the Subject of the Order (or part thereof), the Contractor shall transfer to AL, unless otherwise agreed by the Parties, the proprietary copyrights in the Subject of the Order to the extent of:

- a. recording and reproduction of the Subject of the Order – production of copies of the Subject of the Order using a specific technique, including printing, reprographics, magnetic recording and digital technique;
- b. circulation of the original copy or copies on which the Subject of the Order has been recorded – by placing on the market, letting for use or leasing of the original copy or copies;
- c. distribution of the Subject of the Order in a manner other than specified in letter a) – public performance, exhibition, screening, reproduction, as well as broadcasting and retransmission, and making the Subject of the Order available to the public in such a way that anyone can have access to it in a place and time of their own choosing, as well as the exclusive right to authorise the exercise of the dependent copyright on the Subject of the Order.

XI. Special instruments or accessories

Upon completion by the Contractor of an order that involved the use by the Contractor of special instruments or accessories, or special instruments or accessories that were made specifically for the purpose of completing the order, AL shall acquire ownership thereof, unless otherwise agreed by the Parties.

XII. Change or withdrawal of order

AL shall be entitled to change or withdraw the order within 48 hours of its placement, by unilateral statement submitted to the Contractor in any form, including by telephone, even if the order was placed in writing. Withdrawal of the order binds the Contractor upon receipt of AL's statement in this regard. The change of the order shall be binding on the Contractor if the Contractor does not reject the change within 24 hours of receipt of the statement concerning the change from AL. If the Contractor rejects the change, the order shall be considered as withdrawn. The change or withdrawal of the order shall not give rise to any claim by the Contractor against AL.

XIII. Contractual penalties

1. In the event of a delay in the execution of the Subject of the Order, the Contractor shall pay AL a contractual penalty for each commenced week of delay in the amount of 1,5% of the gross order value.
2. Notwithstanding the provisions of item 1, in the event of a delay in the execution of the Subject of the Order, AL shall be entitled to entrust the execution of the Subject of the Order to a third party at the expense and risk of the Contractor. AL shall inform the Contractor of the aforementioned entrustment of execution of the Subject of the Order.
3. AL shall have the right to require the Contractor to pay a contractual penalty in the amount of 3% of the gross value of the order or 3% of the remuneration due to the Contractor in the month preceding the month in which the violation was found, but not less than PLN 3 000.00 (for each case of violation) in the case in which the persons through which the Contractor executes the order:
 - a. do not use collective or personal protective equipment;
 - b. work without the required AL permit at the AL plant;
 - c. proceed with the work without the Contractor's prior declaration to AL confirming that these persons are fit to work and have the appropriate training, together and the submission of a list of these persons to the shift manager at the AL plant each time;
 - d. enter the AL plant site with heavy equipment without first notifying the AL plant shift manager;
 - e. proceed with the execution of the order without prior adequate health and safety training by AL staff;
 - f. smoke in an unauthorised place;
 - g. stay in unauthorised areas without an AL representative;

- h. commence the execution of the Subject of the Order without consulting AL;
 - i. work with faulty equipment;
 - j. work under the influence of drugs or alcohol;
 - k. do not use fall protection equipment when working at height;
 - l. pass under suspended loads;
 - m. fail to adequately secure loads on vehicles;
 - n. do not wear seat belts while riding in motor vehicles;
 - o. do not carry a gas detector if necessary;
 - p. do not have valid permits for hazardous work;
 - r. do not use the isolation procedure before working on systems that may be live;
 - s. omit elements important for safety (EIS) without authorisation and preventive measures;
 - t. enter restricted areas without permission;
 - u. violate other AL health and safety rules and regulations.
4. In the event that the amount of the damage exceeds the amount of the stipulated contractual penalty, AL shall have the right to claim additional compensation under general rules.
 5. In case of violation of the rules referred to in item 3, AL shall be entitled to withdraw from or terminate the agreement with immediate effect.

XIV. Confidentiality

1. The Contractor undertakes to keep confidential all information concerning AL, in particular commercial and technical information, which came into its possession during the execution of the Subject of the Order, with the exception of information that will be made public by AL and information that has previously been made available with the right of dissemination ("confidential information").
2. All materials, documents and information provided for the execution of the Subject of the Order shall remain the property of AL. The Contractor agrees to store all information disclosed in tangible form (including written materials and computer storage media), in a manner that prevents access by unauthorised persons, and return it immediately after the execution of the order.
3. The obligation to keep confidential information confidential shall exist both during the execution of the order and for a period of 5 years after its execution.
4. The Contractor shall ensure that the obligation of confidentiality is also observed by its employees, representatives and any other persons cooperating with the Contractor that are familiar with confidential information.
5. The Contractor shall not have the right to refer, including in its advertising materials, to information about the performance of the order for AL, without the prior written consent of AL.

XV. Safety rules

The Contractor shall comply with the working conditions and safety standards in force in AL, as well as with the legal regulations on occupational health and safety and environmental protection. The Contractor declares that it has familiarised itself with the document [Contractor's Health and Safety Obligations](#) and [Life-Saving Principles](#) applicable to the Contractor, which are attached to these GTCO, and undertakes to comply with the rules indicated in these documents.

XVI. Other terms

1. The Contractor shall comply with the Supplier Code of Conduct (hereinafter: "the Code"), the current version of which is available at: <https://pl.airliquide.com/o-nas/warunki-i-zasady-wspolpracy-z-dostawcami>.

The amendment of the Code does not require the conclusion of an amending annex to the Order and is made by publication on AL's website. In the event of a violation of the Code, the provisions of section XIII(3-5) shall apply.

2. The Contractor also undertakes to comply with the laws and regulations applicable to the execution of the order, particularly in the context of anti-corruption, and to abide by the rules of conduct provided for in Air Liquide's Code of Conduct (available at: <https://pl.airliquide.com/o-nas/warunki-i-zasady-wspolpracy-z-dostawcami>) and certifies that it has implemented and will apply policies and procedures to promote compliance with anti-corruption laws.
3. AL provides the Contractor with the ability to use the Ethicall system to report ethical violations, including violations related to the principles indicated in the Code of Conduct. The Contractor (and its employees) is authorised to report violations by calling 00 800 7233 2255 or by using the following website: www.safecall.co.uk/airliquide.
4. Pursuant to Articles 13(1) and (2) and Article 14 of the GDPR, AL informs that it processes personal data disclosed by the Contractor, based on the principles detailed in the information clauses available on the Controller's website: <https://pl.airliquide.com/o-nas/materialy-informacyjne/pozostale-informacje>. The Contractor, authorising anyone to act on its behalf or for its benefit, undertakes to inform such persons that in connection with the execution of this Agreement, their personal data has been transferred to another Controller, namely AL, and to acquaint them with the information on the processing of personal data available on the website: <https://pl.airliquide.com/o-nas/materialy-informacyjne/pozostale-informacje>.
5. The Contractor, upon submission of its offer, declares to AL that: (i) it does not cooperate directly or indirectly with entities (i.e., legal and natural persons or other organisations) subject to restrictive measures (hereinafter collectively referred to as "sanctions") imposed by the European Union or the Republic of Poland; (ii) it does not use products purchased in the territory of Russia, Belarus and in the areas of Ukrainian territory that are not controlled by the government for the execution of the Subject of the Order; (vii) it is not subject to the restrictive measures (sanctions) referred to in item (i).
6. The Order and the GTCO fully define the terms of the agreement between AL and the Contractor.
7. The Order and the GTCO shall be governed by Polish law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11th April 1980 ("CISG"), regardless of whether the Client is located in a country that is a party to the CISG agreement.
8. Any changes to the order or the GTCO shall be made in writing in order to be valid.
9. Any disputes arising from the order that are not resolved amicably shall be settled by the competent courts having jurisdiction over AL's registered office.