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Department: Purchasing Department

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ALKAT Sp. z o.o.

General Terms and Conditions of Orders

I. Scope

1. These General Terms and Conditions of Orders of Alkat Sp. z o.o. (hereinafter: GTCO) apply to each order placed by Alkat 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 AL's order of any provisions of agreement templates or general commercial terms of the order contractor (hereinafter: Contractor) is excluded, including in the event that a reference to such documents would be found in any document submitted by the Contractor, including a document signed by AL. Regardless of the above provision, in the event that the Contractor's agreement templates or general commercial terms of the order would be applicable, then in the event of any discrepancies between the Contractor's document and the AL's GTCO, the AL's GTCO shall prevail.
2. These General Terms and Conditions of Orders shall 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 Contractor within the meaning of Art. 385(5) of the Civil Code.

II. Placing and accepting an order

1. AL places orders in writing or by e-mail, using an order form. Any objections submitted by the Contractor upon acceptance of the order shall not be binding. 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 or commencement of the order execution (depending on which event occurs first) is considered acceptance of the GTCO in full.
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 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 execution of the Subject of the Order by wire transfer to the bank account indicated by the Contractor on the VAT invoice, disclosed on the so-called White List, 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 and section 4 below.
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, in addition to the statutory elements, 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 prior written or electronic consent of AL, within the meaning of Art. 78(1) of the Civil Code. In such a case, the Contractor shall be liable for the actions and omissions of the Subcontractor as for its own actions and omissions, and in particular it shall be liable for damage caused by the Subcontractor in the execution of the Subject of the Order, regardless of whether AL has expressed/not expressed consent to entrust the Subject of the Order to the Subcontractor.

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 execution 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 cover 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 of new materials or equipment as indicated by AL. The preceding sentences do not prejudice AL's claims for compensation for damage resulting from a damage to or loss of materials or equipment, under general terms.

VI. Indemnity and Insurance

1. In the event of any damage caused in connection with the execution of the Subject Matter of the Order, the Contractor shall take all necessary actions to indemnify AL against any liability.
2. The Contractor, upon accepting the Order and upon each request from AL, shall present AL with a valid third-party civil 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 execution of the Order (including product liability).

VII. Quality check

The Contractor is obliged to 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 the execution of the Subject of the Order, to withdraw from the contract on general terms or within 45 days from the date of finding the irregularity.

VII. Delivery

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

The Contractor, together with the delivery of the goods, shall provide all necessary instructions in Polish, certificates, as well as safety data sheets and other documents concerning the goods, in accordance with the legal regulations in force in the territory of Poland and the European Union.

IX. Guarantee

1. The Contractor guarantees that the Subject Matter of the Order executed by him:
 - a) is free from physical and legal defects;
 - b) Has been executed with the utmost care, in accordance with the order and generally applicable laws;
 - c) no defects resulting from improper design, workmanship or defects in materials used for 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 point 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 in both ways) and risk.
3. Any adherence by AL to the advice or recommendations of the Contractor or its agents regarding the transportation, storage, handling or use of the Subject of the Order, addressing its potential hazardous nature and the precautions to be taken when using the Subject of the Order, shall take place at the sole risk and responsibility of the Contractor.
4. Any warranty exclusions do not apply to the Subject Matter of the Order.

X. Intellectual property

1. The Contractor declares and warrants that full rights to the Subject of the Order executed by him, 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 referred to as "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 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 a claim or proceedings.

3. The Contractor shall take all appropriate steps at its own expense, in particular conduct settlement negotiations with the third party. If any claim of the third party is recognized by the Contractor or awarded by a court judgment, the Contractor alone shall, without AL's participation, be obliged to make all resulting settlements.
4. Unless otherwise agreed by the Parties, AL shall be entitled to all industrial property rights that arose in connection with the execution of the order and/or the Subject of the Order by the Contractor, including the right to obtain legal protection of the subject of property and the right to freely use it for commercial purposes, as well as to make any changes, alterations, updates, additions, combinations and other modifications. Additionally, the Contractor shall cooperate with AL in the transfer of industrial property rights, in particular by providing documentation and additional know-how related, for example, to the functioning and construction of the subject of the aforementioned rights. After the execution of the order and/or the Subject of the Order, the Contractor shall not have the right to disclose or use the aforementioned subject of industrial property rights.
5. Upon identification of the work being the Subject of the Order (or a part thereof), the Contractor shall transfer to AL, as part of the agreed remuneration, unless otherwise agreed by the Parties, the proprietary copyrights to the Subject of the Order (or a part thereof), including the right to use the Subject of the Order (or a part thereof) and to exercise it in any adaptations (derivative copyrights), without time or territorial restrictions, in all fields of exploitation known at the time of identification of the work that is the Subject of the Order (or a part thereof), in particular to the extent of:
 - a) recording and reproduction of the Subject of the Order (or its part) – production of copies of the Subject of the Order (or its part) using a specific technique, including printing, reprographic, magnetic recording and digital technology;
 - b) trade of the original or copies on which the Subject of the Order (or part thereof) was recorded – placing on the market, letting for use or leasing of the original copy or copies;
 - c) distribution of the Subject of the Order (or part thereof) in a manner other than that specified in letter a) – public performance, exhibition, screening, reproduction, as well as broadcasting and retransmission, and making the Subject of the Order (or part thereof) available to the public in such a way that anyone can have access to it at a place and time of their own choosing, as well as the exclusive right to authorize the exercise of dependent copyright to the Subject of the Order (or part thereof);
 - d) freely interfere with the content and form of the Subject of the Order (or part thereof) and distribute the Subject of the Order (or part thereof), changed in any manner and by any means;
 - e) use of the Subject of the Order (or part thereof) in a manner other than indicated above, in accordance with its intended purpose.

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, without separate remuneration, unless otherwise agreed by the Parties.

XII. Change or withdrawal of an 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. The 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 is deemed to be 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. Regardless of the provisions of item 1 above, in the event of a delay in the execution of the Subject of the Order, AL shall be entitled to transfer the execution of the Subject of the Order to a third party at the cost and risk of the Contractor, without the need to obtain prior court authorization in this regard. AL shall inform the Contractor of the aforementioned entrustment of the 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 order value 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 with the assistance of whom the Contractor executes the order:
 - a) do not use collective or individual protective equipment;
 - b) work without the required AL permit on the AL plant premises;
 - c) proceed with the work without the Contractor's prior declaration to AL confirming that these persons are fit to work and have undergone appropriate training, together with the submission of a list of these persons to the shift manager at the AL plant each time;
 - d) enter the AL plant premises with heavy equipment without first notifying the shift manager of the AL plant;
 - e) proceed with the execution of the order without prior adequate health and safety training by AL staff;
 - f) smoke in 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 heights ;
 - 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 to perform hazardous work;
 - r) do not use an isolation procedure before working on systems that may be live or have another source of energy;
 - s) omit elements important for safety (EIS) without authorization and preventive measures;
 - t) enter restricted areas without permission;
 - u) violate other health and safety rules and regulations in force on the premises of AL;
 - w) violation of the declarations referred to in points XVI 1, 4 and 5.
4. In the event that the amount of AL's damage exceeds the amount of the reserved contractual penalty, AL shall have the right to claim additional compensation under general rules.
5. In case of violation of the principles referred to in item 3 above, AL shall be entitled, at its own discretion, to withdraw within one month of receiving information about the violation or to terminate the contract with immediate effect, which does not exclude AL's right to simultaneously charge the above-mentioned contractual penalties.

XIV. Confidentiality

1. The Contractor undertakes to keep confidential all information concerning AL and its affiliated companies, 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 purpose of execution 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 to them by unauthorized persons, and return them 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 followed by its employees, representatives and any other entities 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 on the execution of the order for AL, without prior written or electronic consent of AL, within the meaning of Art. 78(1) of the Civil Code.

XV. Safety rules

1. The Contractor shall strictly comply with generally applicable laws, in particular with those regarding occupational health and safety (BHP) and environmental protection, as well as working conditions and safety standards applicable at AL, referred to in item 2 below.
2. The Contractor declares that, in addition to being familiar with the generally applicable laws, he has become familiar with the safety standards in force at AL, i.e. HSE Requirements for Contractors and Life Saving Principles, which constitute an integral part of the GTCO and bind the Contractor. A change to the aforementioned AL documents does not constitute a change to the order and is binding on the Contractor from the date of publication on the AL website at: <https://pl.airliquide.com/o-nas/bezpieczenstwo-jakosc-i-srodowisko/materiały-w-zakresie-bezpieczenstwa-dla-podwykonawców>
3. The Contractor declares and warrants that it has the appropriate knowledge, experience, technical resources and trained staff that it will use to execute the order for AL and each time warrants that the execution of any order for AL will be carried out in compliance with generally applicable laws, in particular in the field of occupational health and safety (BFP) and environmental protection, as well as in accordance with the above-mentioned AL safety standards referred to in item 2 above.
4. The Contractor declares and warrants that before each commencement of any work for AL, it will independently, at its own expense and risk, perform a detailed inspection of the place and work zone. This inspection will concern in particular, but not exclusively, determining the possibility of safe commencement of work and conducting it in accordance with generally applicable legal regulations, in particular in the field of occupational health and safety (BHP) and environmental protection, as well as with the safety standards applicable at AL, referred to in item 2 above.
5. In the event of circumstances preventing the Contractor from starting to perform the work, the Contractor warrants that it will immediately report to AL any objections and comments regarding the place and work zone. After reviewing the Contractor's objections and comments, if they are justified, AL shall take the necessary actions to enable the Contractor to safely start performing the work related to the Subject of the Order. In the absence of any objections and/or comments reported to AL, it is assumed that the place and work zone provide the Contractor with the possibility of proper and safe execution of the order and carrying

out the work in accordance with generally applicable legal regulations, in particular in the field of occupational health and safety (BHP) and environmental protection, as well as with the safety standards applicable at AL, referred to in item 2 above.

6. The Contractor, in a work permit or other adequate document, confirms the fulfillment of the above obligations and assumes responsibility for the transferred work site and area. The transfer of the work site and area does not exclude other obligations or responsibilities of the Contractor. The takeover of the work site and area by the Contractor, referred to above, constitutes the basis for starting work in accordance with the order and is obligatory before the actual commencement of any activities related to the execution of the Subject of the Order.
7. AL reserves the right to suspend the Contractor's work until the Contractor fulfills the above obligations, and any negative consequences resulting from failure to fulfill these obligations shall be borne by the Contractor.
8. The above issues, i.e. items 1 – 7 above, concern in particular, but not exclusively: work at heights, electrical work, as well as other work in special conditions or of a special nature, including work considered to be particularly hazardous. Exclusion of the above issues may only occur with the prior consent of AL, written or electronic, within the meaning of Art. 78(1) of the Civil Code.

XVI. Other terms

1. The Contractor shall comply with the Supplier Code of Ethics (hereinafter: the Code), the current version of which is available at <https://pl.airliquide.com/o-nas/warunki-i-zasady-wspolpracy-z-dostawcami>. A change to the Code does not constitute a change to the order and is binding from the date of publication on the AL website. In the event of a breach of the Code, the provisions of point XIII 3-5 shall apply.
2. AL has implemented a whistleblowing system through which any stakeholder (internal and external) can report any event or conduct that is inconsistent, in particular, with applicable laws or the Air Liquide Group Code of Conduct¹.
3. Pursuant to Article 13 paragraphs 1 and 2 and Article 14 of the GDPR, AL informs that it processes personal data disclosed by the Contractor based on the principles described in detail in the information clauses available on the administrator's website: <https://pl.airliquide.com/o-nas/materialy-informacyjne/pozostale-informacje>. The Contractor, authorizing anyone to act on its behalf or for its benefit, undertakes to inform these persons that in connection with the execution of the order for AL, their personal data have been transferred to another administrator, namely AL, and to familiarize them with the information on the processing of personal data on the website: <https://pl.airliquide.com/o-nas/materialy-informacyjne/pozostale-informacje>.
4. The Contractor, upon submission of the offer, declares to AL that: (i) it does not cooperate directly or indirectly with entities (i.e. legal and natural persons or other organizations) subject to restrictive measures (hereinafter collectively referred to as "sanctions") imposed by the European Union, France, the USA or the Republic of Poland; (ii) it does not use products purchased in the territory of Russia, Belarus and non-government-controlled areas of the territory of Ukraine for the purpose of execution of the Subject of the Order; (iii) it is not subject to restrictive measures (sanctions) referred to in point (i).
5. The Contractor also undertakes to comply with generally applicable laws and regulations applicable to the execution of the order, particularly in the context of anti-corruption, anti-money laundering and sustainable development regulations. The Contractor, upon submission of the bid, declares and warrants that it has established, and shall maintain and enforce throughout the execution of the contract, appropriate internal control systems, policies and mechanisms (including due diligence processes designed to identify, prevent and remedy any actual or potential adverse impacts on human rights and the environment) that are

¹ <https://www.safecall.co.uk/en/clients/ethical>

appropriate to the size of the company, the nature and context of its operations, to ensure compliance with applicable anti-corruption, anti-money laundering, sustainable development and sanctions regulations by itself and its affiliates.

6. AL shall have the right to conduct, at its own expense, an audit of the Contractor's compliance with the obligations specified in items 1, 4 and 5 above. Such an audit may take place upon prior written notice to the Contractor and may be conducted by AL itself or through an external auditor designated by AL. The Contractor shall provide AL or the auditor with access to all data, documents and other information, as well as any assistance requested in connection with the audit. In the event of a breach of the Contractor's obligations specified in items 1, 4 and 5 above or the impossibility of conducting the audit, the provisions of items XIII 3-5 shall apply.
7. The Order and the General Terms and Conditions exhaustively define the terms and conditions of the contract between AL and the Contractor.
8. Orders and the General Terms and Conditions are subject to Polish law, excluding the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods ("CISG"), regardless of whether the Contractor has its registered office in a country that is a party to the CISG agreement or not.
9. Any changes to the order or the General Terms and Conditions shall be made in writing to be valid, subject to point XII.
10. Any disputes arising from the order that are not resolved amicably will be resolved by the courts having jurisdiction for the registered office of AL.