

General provisions

1. The General Terms and Conditions of Purchase (GTCP) apply to orders placed by ADAMA MANUFACTURING POLAND S.A., hereinafter referred to as the Ordering Party, and concern the purchase of services offered by the entity, hereinafter referred to as the Contractor.
2. According to the e-mail sent, if the contractual templates contradict each other, then either we do not conclude the contract or we switch to the general terms and conditions of the Civil Code. To be considered whether we leave such a provision.
3. By executing the Order, the Contractor assumes all obligations arising from the GTCP.
4. The Ordering Party declares that it is a large entrepreneur within the meaning of the Act on Counteracting Excessive Delays in Commercial Transactions (Journal of Laws 2022.893, i.e. of 25.04.2022).

Confirmations

1. The Contractor is obliged to confirm acceptance of the Order for execution in writing or by e-mail on the terms specified in the Order and in the GTCP.
2. The Contractor guarantees that the subject of the Order will be completed within the time limit specified in the Order. The date of completion of the Order shall be deemed to be the date on which the authorised representatives of both Parties sign, without any reservations, the final acceptance report of the works, provided that if, as part of the execution of the Order, the Contractor is required to obtain any permits/authorisations or to provide the Ordering Party with specific documents, it is understood that the signing of the report referred to above will take place after the delivery of the permits/authorisations/documents in question to the Ordering Party.

Invoices

3. The basis for issuing a VAT invoice is the proper performance of the service by the Contractor. The VAT invoice should be accompanied by the report referred to in section 2 above.
4. In invoices based on prices expressed in foreign currencies, the amounts shown on the invoice will be converted at the exchange rate of the day preceding the invoice date.
5. The Contractor is obliged to include the Ordering Party's Order number and the Contractor's number, assigned by the Ordering Party in the Order, on the invoice. The lack of numbers may be the basis for returning the invoice.

Services

6. If the work forming the subject of the Order is carried out on the Ordering Party's premises, the Contractor shall be responsible for the safety of the work performed, and in particular for the safe conditions of movement of employees and third parties within the area of the work performed, in accordance with the currently applicable health and safety regulations in this respect.
7. If the work covered by the Order is carried out on the Ordering Party's premises, the Contractor is obliged to maintain proper order on the Ordering Party's premises.
8. In the course of performing these works, the Contractor declares that all materials/equipment that it will use during the construction works shall:
 - a) be approved in writing by the Ordering Party,
 - b) have the necessary certificates and permits required by applicable regulations, and c) be new and fully functional.
9. In accordance with the Waste Act, the Contractor is the producer of waste (except for metal waste) that is generated during construction, demolition, renovation, cleaning of tanks or equipment, as well as cleaning, maintenance and repair work. The Contractor will submit the BDO (Waste Management Database) waste transfer notes in accordance with applicable regulations together with the as-built documentation.
10. If the Order concerns the preparation of documentation or a design, the Contractor shall be fully liable for any errors in the documentation or design, in particular those requiring any additional work. In particular, the Contractor shall be charged with the costs of performing these additional works, calculated according to the value of the invoices for their performance, increased by additional costs in the amount of 15% of the value of these works – as costs of organising additional works directly by the Ordering Party.

Warranties

11. Defects found upon acceptance and during the warranty/guarantee period shall be removed by the Contractor within the time limit set by the Ordering Party. The Contractor shall provide a warranty for the work covered by the Order for the period indicated in the Order in accordance with the warranty conditions indicated in the Order. If the warranty period is longer than one year, the Parties shall extend the period during which the Ordering Party may exercise its statutory warranty rights by the duration of the warranty period. The Ordering Party may exercise the rights under the warranty independently of the rights under the guarantee. The warranty and guarantee period starts from the day the Order is completed.
12. If the Contractor does not fulfil its obligations arising from the warranty and/or guarantee within 3 days of receiving written notification of a defect from the Ordering Party (by fax, e-mail, registered letter) and does not remove it within 10 days of the notification date or another date accepted by the Ordering Party, the Ordering Party is entitled to carry out the necessary

repair at the Contractor's expense and responsibility without the need to send a separate request to the Contractor. In such a situation, the Ordering Party does not lose its warranty rights, but is obliged to inform the Contractor beforehand that the Ordering Party will undertake the repair or commission a third party to carry out the repair at the Contractor's expense.

13. The Contractor is obliged to start removing the failure within 48 hours from the moment of receiving the notification from the Ordering Party and to finish removing the failure within 96 hours from the moment of the notification. A failure is considered to be a defect that prevents the normal use of the object of the contract in accordance with its intended purpose or that causes damage to the object of the contract or the remaining property of the Ordering Party. If the Contractor does not start removing the failure within 48 hours and does not remove the failure within 96 hours, the Ordering Party has the right to commission another company to remove the defect and charge the costs to the Contractor.
14. The time of reporting the defect and/or fault shall be the time when the Ordering Party informed the Contractor about the defect and/or fault. The time of completing the removal of the defect and/or fault shall be the day of signing the acceptance report of the defect and/or fault removal by the Ordering Party with a positive result.
15. If, in the fulfilment of its warranty obligations, the Contractor has made significant changes to the object of the contract or has provided a new subject of the contract instead of the defective one, the warranty period shall start anew from the time of repair or provision of the new subject of the contract. In all other cases, the warranty period shall be extended by the time during which the Ordering Party was unable to use the subject of the contract due to the defect.

Penalties

16. The Contractor shall pay the Ordering Party a contractual penalty for the Ordering Party's withdrawal from the Order for reasons for which the Contractor is responsible, as well as in the event of the Contractor's withdrawal from the Order for reasons beyond the Ordering Party's control – in the amount of 20% of the net remuneration due to the Contractor for the execution of the Order. In the event of a delay in the execution of the subject of the order in relation to the date indicated in the Order, the Contractor is obliged to pay the Ordering Party a contractual penalty in the amount of 0.5% of the net remuneration due to the Contractor for the net execution of the Order, for each commenced day of delay, not more than 20% of the net remuneration due to the Contractor for the net execution of the Order. The contractual penalty shall be paid upon the Ordering Party's first written request. The Ordering Party is entitled to claim damages exceeding the amount of the stipulated contractual penalty.
17. The Contractor shall pay the Ordering Party a contractual penalty for the untimely removal of a defect and/or fault in the amount of 0.2% of the net remuneration due to the Contractor for the net execution of the Order for each commenced day of delay. The contractual penalty shall be paid upon the Ordering Party's first written request. The Ordering Party is entitled to claim damages exceeding the amount of the stipulated contractual penalty.

Confidentiality

18. All commercial and technical information obtained by the Contractor in connection with the execution of the Order shall be treated by the Contractor as confidential, i.e. such information may not be disclosed to third parties without the prior written consent of the Ordering Party or used for any purpose other than the execution of the Order. The confidentiality obligation remains in force for five years after the Order has been completed. In the event that the Contractor violates the confidentiality obligation, the Ordering Party reserves the right to withdraw from the Order due to the Contractor's fault.

Sobriety

19. Sobriety must be observed on the Ordering Party's premises, understood as a ban on the bringing in and consumption of alcohol, drugs and other intoxicants, and a ban on entering the Ordering Party's premises while under the influence of alcohol or other substances or under the influence of drugs or other intoxicants. In the event that the Contractor and/or its employees and/or persons acting on its behalf are found to be under the influence of alcohol (on ADAMA's premises, the limit is 0.00 per mille of alcohol in the blood), drugs or other intoxicating substances, the Ordering Party reserves the right to withdraw from the Order due to the Contractor's fault and/or the right to impose a penalty of PLN 20,000 for each of the aforementioned cases.

Theft

20. In the event that the Contractor and/or any of the Contractor's employees and/or other persons with whose assistance the Contractor performs the Order have committed or attempted to commit theft/misappropriation of the Ordering Party's property, the Ordering Party reserves the right to withdraw from the Order through the Contractor's fault, which will result in the possibility of claiming a contractual penalty.

Final provisions

21. A Party that is unable to fulfil its obligations due to Force Majeure must inform the other Party within 3 days. Force Majeure is understood to mean any extraordinary, external event that the Party could not have foreseen or avoided, in particular war, riots, fire, flood, earthquake or other fortuitous events, as well as acts of public authority, national or industry-wide strikes. The other Party should also be informed when the circumstances considered to be Force Majeure cease to exist. If the circumstances mentioned last longer than 1 month, the Parties should jointly decide on the further execution of the Order.
22. A large entrepreneur cannot effectively limit the transfer of receivables if payment has not been made on time.
23. These General Terms and Conditions shall be effective from 15.04.2024.