



## **General terms and conditions for the purchase of services used in ADAMA MNUFACTURING POLAND S.A.**

### **General**

1. The General Terms and Conditions of Purchase (GTC) apply to orders placed by ADAMA MANUFACTURING POLAND S.A., hereinafter referred to as the Contracting Authority and refer to the purchase of services offered by an entity, hereinafter referred to as the Contractor.
2. If the General Terms and Conditions of Sale or other model contracts issued by the Contractor in whole or in part contradict these GTC, then these GTC shall be binding, unless the parties agree otherwise.
3. By executing the Order, the Contractor assumes the obligations arising from the GTC in full.
4. The Contracting Authority declares that it is a large enterprise within the meaning of the Act on Excessive Counteracting delays in commercial transactions (Journal of Laws 2022.893, i.e. of 25.04.2022).

### **Acknowledgments**

1. The Contractor is obliged to confirm in writing or by e-mail the acceptance of the Order under the conditions specified in this Order and in the GTC.
2. The Contractor guarantees that the subject of the Order will be completed within the time specified in the Order. The date of completion of the Order is considered to be the date on which the authorized representatives of both Parties sign, without any reservations, the protocol of final acceptance of the works, whereby if the Contractor is obliged to obtain any permits/permits or provide the Ordering Party with certain documents as part of the performance of the Order, it is understood that the signing of the protocol referred to above will take place after the delivery of the permits/permits/documents in question to the Ordering Party.

### **Invoices**

3. The basis for issuing a VAT invoice is the correct performance of the service by the Contractor and the signed protocol referred to in paragraph 2 above.
4. In invoices based on prices expressed in foreign currencies, the amounts shown on the invoice will be converted into zlotys according to the average exchange rate of this currency calculated and announced by the National Bank of Polish on the day preceding the issuance of the invoice.
5. The Contractor is obliged to include on the invoice the number of the Ordering Party and the number of the Contractor assigned to it by the Ordering Party in the Order. Lack of numbers can be grounds for withholding invoice payments.

### **Services**

6. If the works being the subject of the Contract are performed on the premises of the Ordering Party, the Contractor is responsible for the safety of the works performed, and in particular for the safe conditions of movement of employees and third parties within the scope of the works performed, in accordance with the guidelines contained in the basic requirements of the safety system in force on the premises of the PCC Rokita S.A. and Adama Manufacturing Poland S.A. Group in Brzeg Dolny for subcontractors and suppliers of goods and services (HSE compendium) subcontractor), available at: <https://www.adama.com/poland-manufacturing/pl/news/zakupy-techniczne>
7. If the works being the subject of the Order are performed on the premises of the Ordering Party, the Contractor is obliged to maintain proper order on the premises of the Ordering Party.
8. In the course of performing works for the Ordering Party, the Contractor declares that:
  - a) the delivered machines and equipment will be fully operational, will have the required attestations, certificates and approvals for use, in accordance with the applicable regulations and standards, including the Machinery Directive 2006/42/EC and the provisions of the Labour Code, and will be accepted in writing by the Ordering Party
  - b) The materials used will be brand new, free from physical and legal defects, will have the required attestations and certificates and approvals for use in accordance with the required regulations and standards, and will be accepted in writing by the Ordering Party.
9. The Contractor, in accordance with the provisions of the Waste Act, is a producer of waste (except metal waste) that will be generated during works carried out in the field of construction, demolition, renovation of facilities, cleaning of tanks or equipment, as well as cleaning, maintenance and repairs. The contractor, together with the as-built documentation, will hand over the waste transfer cards of the BDO system in accordance with the applicable regulations.
10. If the Order concerns the preparation of documentation or a project, the Contractor shall be fully responsible for any errors in the documentation or in the design, in particular those resulting in the need to perform any additional works. In particular, the Contractor will be charged with the costs of performing these additional works, calculated according to the value of invoices for their performance, increased by additional costs in the amount of 15% of the value of these works - as costs of organizing additional works directly by the Ordering Party.



## **Warranties**

11. Defects found at the time of acceptance and during the warranty/warranty period shall be removed by the Contractor within the period set by the Ordering Party. The Contractor provides a guarantee for the works covered by the Order for the period specified in the Order in accordance with the terms of the guarantee indicated in the Order. In the event that the warranty period is longer than one year, the Parties extend the deadline for the Ordering Party to exercise its rights under the warranty for the duration of the warranty granted.

The Contracting Authority may exercise its rights under the warranty regardless of the rights under the warranty. The warranty period begins on the date of completion of the Order.

12. If the Contractor fails to perform its obligations under the granted warranty and/or warranty within 3 days from the moment of receipt of a written notification of the defect from the Ordering Party (by fax, e-mail, registered letter) and fails to remove it within 10 days from the date of notification or other notice accepted by the Ordering Party, the Ordering Party is entitled to carry out the necessary repair at the expense and responsibility of the Contractor without the need to issue 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 in advance about the repair being undertaken by the Ordering Party or commissioned to perform this repair by third parties, 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 complete the removal of the failure within 96 hours from the moment of notification. A failure is considered to be a defect as a result of which the normal operation of the subject of the order is prevented in accordance with its purpose or the defect causes destruction of the subject of the order or other 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 the removal of the defect to another company and charge the Contractor with the costs.
14. The deadline for reporting a defect and/or defect is considered to be the moment when the Ordering Party provided the Contractor with information about the defect and/or malfunction. The date of completion of the removal of the defect and/or malfunction is considered to be the day of signing the acceptance protocol for the removal of the defect and/or defect by the Ordering Party with a positive result.
15. If, in the performance of its obligations under the warranty, the Contractor has made substantial changes to the subject of the contract or has performed a new subject of the contract instead of the defective object, the warranty period shall run anew from the moment of repair or performance of the new subject of the contract. In other cases, the warranty period is extended by the time during which the Ordering Party could not use the subject of the contract due to a defect.

## **Penalties**

16. The Contractor shall pay the Ordering Party a contractual penalty for withdrawal from the Order by the Ordering Party for reasons for which the Contractor is responsible, as well as in the event of withdrawal from the performance of the Order by the Contractor for reasons beyond the control of the Ordering Party - 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 performance of the subject of the Order in relation to the deadline 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 performance of the Order, for each commenced day of delay, not more than 20% of the net remuneration due to the Contractor for the net net performance of the Order. The contractual penalty will be payable at the first written request of the Ordering Party. The Contracting Authority is entitled to claim damages exceeding the amount of the reserved contractual penalty.
17. The Contractor shall pay the Ordering Party a contractual penalty for untimely removal of the defect and/or malfunction in the amount of 0.2% of the net remuneration due to the Contractor for the net performance of the order for each commenced day of delay. The contractual penalty will be payable at the first written request of the Ordering Party. The Contracting Authority is entitled to claim damages exceeding the amount of the reserved contractual penalty.

## **Confidentiality**

18. The Contractor is obliged to treat all commercial and technical information obtained by the Contractor in connection with the performance of the Order as confidential, i.e. such information that may not 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 to maintain confidentiality lasts for five years from the execution of the order. In the event of a breach of the obligation of confidentiality by the Contractor, the Ordering Party reserves the right to withdraw from the Order due to the fault of the Contractor.

## **Sobriety**

19. The obligation to maintain sobriety must be observed on the Ordering Party's premises, understood as a prohibition of bringing and consuming alcohol, drugs and other narcotic substances, as well as a ban on entering the Ordering Party's premises in a state of alcohol consumption or intoxication or under the influence of drugs or other narcotic substances. In



the event of a state of intoxication, a state of intoxication (in the area of ADAMA, the rule of 0.00 blood alcohol content applies), a state after the consumption of drugs or other narcotic substances by the Contractor and/or its employees and/or persons acting on its behalf, the Ordering Party reserves the right to withdraw from the Order due to the fault of the Contractor and/or the right to charge a penalty of PLN 20,000 for each of the above. Case.

#### **Theft**

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

#### **Final Provisions**

21. A party that is unable to meet its obligations as a result of force majeure circumstances should notify the other Party of such a fact within 3 days. Force majeure is understood as any extraordinary external event that the party was unable to foresee or avoid, and in particular: war, riots, fire, flood, earthquake or other fortuitous events, as well as acts of public authority, nationwide or industry strikes. The Other Party should also be informed about the cessation of circumstances considered to be force majeure. If the above circumstances last longer than 1 month, the Parties should jointly decide on the further performance of the Order.
22. The Contractor may not transfer its obligations arising from the Order to third parties without the prior written consent of the Ordering Party as to the scope of the works performed.
23. In matters not regulated by the provisions of the GTC and not indicated in the Agreement, the provisions of the Civil Code shall apply accordingly.
24. These General Terms and Conditions are valid from 14.04.2026.