

General Terms of Purchase of CMC Poland Sp. z o.o.

1. General provisions

1.1 These General Terms of Purchase (hereinafter: **GTP**) shall apply to all CMC contracts or orders (hereinafter: **Contract**) of purchase of Goods or Services by CMC Poland sp. z o.o. (hereinafter: **CMC**), irrespective of the manner of their execution, unless otherwise provided for in a particular Contract.

1.2 In case of any potential conflicts or discrepancies between GTP provisions and conditions of purchase applied by the Contractor, the provisions included in GTP shall prevail. In case of any potential conflicts or discrepancies between GTP provisions and the provisions of the Contract, the provisions of the Contract shall prevail.

1.3 **The form of Contract conclusion:** As a rule, Contracts are concluded in a written form, however the following manners of Contract conclusion are also acceptable:

- in a document form, in particular in case of submitting a statement by the Contractor to CMC which indicates an electronic address for submitting Contracts to Contractor in a form of scanned documents. Thus, the Contract is deemed to be concluded upon sending of the scan of a signed document by a CMC employee to the email address of the Contractor. Should the Contractor raise any objections concerning conditions of the Contract and their acceptance by CMC, CMC shall send a relevant annex to the Contract also in the form of pdf document. If the objections of the Contractor are not accepted, the Contract is not considered to be concluded. The abovementioned form of Contracts conclusion is deemed effective until the Contractor submits a written cancellation of the Contractor's prior statement in this respect;
- in a form of Orders generated from the CMC Ordering system which do not require the signature of either party for their effectiveness and are delivered to Contractor at the e-mail address indicated by them for contact in connection with the previously accepted terms and conditions of the Framework Contracts, electronic tenders organized by CMC, or CMC Regulation of the Platform for Purchase of Goods and Services.
- Any reservations / remarks made unilaterally on Contractor's invoices are not binding on CMC and do not constitute an amendment to the Contract.

1.4 The terms used hereinafter shall have the following meaning:

"Applicable Standards" - means any and all Polish or other internationally recognized standards, norms and codes of practice which are in force in Poland at the time when Subject of the Contract is carried out.

„Subject of the Contract“ – Goods or Services specified in the Contract and Attachments thereto.

“Goods” – means any and all goods, equipment and material to be supplied by the Contractor to the Purchaser under this Contract in order to complete the Subject of the Contract.

“Services” – means any and all services to be performed in order to properly execute the Subject of the Contract.

“Site” - means a real estate, on which a Purchaser is to execute their investment. Unless otherwise stipulated in the Contract it shall be a facility located in Zawiercie at ul. Piłsudskiego 82.

Completion of the Subject of the Contract - means a day when Purchaser signs a Final Acceptance Certificate or, respectively, Completion Protocol or other protocol confirming that Services and/or delivery of Goods under the contract have been completed without any reservations as defined in Article 7.3 below.

“Force Majeure” - means any event beyond reasonable control of the asserting Party that materially and adversely affects the performance by that Party of its obligations and which the asserting Party could not have prevented, predicted, overcome, or remedied in whole or in part through the exercise of due diligence. Without limitation to the generality of the previous sentence, Force Majeure shall include the following events: earthquake, flood, epidemic or other natural disaster; acts of war, invasion, terrorist action, sabotage etc.

“Purchaser/CMC” – means CMC Poland sp. z o.o. with its registered seat in Zawiercie, at ul. Piłsudskiego 82, Poland, Tax Identification Number 649-00-01-173.

“Contractor” – means an individual or a legal entity, who delivers Goods and Services to CMC.

2. Subject of the Contract

2.1. By accepting the Contract, the Contractor agrees to perform and supply to the Purchaser Services or Goods defined in a given Contract and Attachments thereto. An acceptance with reservations or upon conditions shall not be considered as accepted and result in the conclusion of the Contract.

2.2. The parties agree that any Services and Goods which are essential for the technical completeness and necessary for the proper, regular and safe operation of the Subject of the Contract, as well as required documentation, are covered within the scope of the Subject of the Contract and the Contract Price stipulated in the Contract.

2.3. The Contractor represents and warrants that: a) all Services provided hereunder shall be done on a workmanlike manner and in accordance with the Polish Law and pursuant to the regulations on the environment protection, Applicable Standards and all requirements of the Contract; and that the performance of the Delivery of Goods or Services shall not involve the application of substances and preparations stipulated in attachments XIV and XVII to the Regulation (EC) no. 1907/2006 (REACH); b) the Goods shall be: i) new when delivered to the Purchaser; ii) fit for the use in accordance with the Contract; iii) free from any defects and deficiencies in material, design, construction, workmanship, legal and others; iv) compliant with technical specification.

2.4. If the Contractor performs the Subject of the Contract improperly or the Purchaser claims that the Subject of the Contract does not comply with the Contract, the Purchaser may order the Contractor to implement relevant modifications to the Subject of the Contract or to the methods of its performance at its own cost or by covering Purchaser's loss related thereto.

3. Contract Price

3.1. In consideration for proper and timely completion of the Subject of the Contract the Purchaser shall pay to Contractor the price specified in the Contract, hereinafter the “Contract Price.” The Contract Price includes payment for the Subject of the Contract performed under the terms and conditions of DDP in accordance with Incoterms 2020.

3.2. Value Added Tax shall be added to the Contract Price at the applicable rate.

3.3. If the Contractor received an advance payment towards the Contract performance, the Purchaser may request a return of the advance payment in case of Contractor's breach of the obligations arising out of this Contract. The Contractor is obliged to return the advance payment within the deadline specified in Purchaser's request.

3.4. The Contractor declares that it has a large enterprise status within the meaning of the act of March 8, 2013 on combating late payments in commercial transactions (JoL of 2022, item 893, unified text, as amended).

3.5. As of the payment by the Purchaser in favor of the Contractor of the Contract Price and/or Price for a particular Milestone, the Contractor assigns proprietary copyrights (hereinafter referred to as **“Property Rights”**) under the act of February 4, 1994 on copyright and related rights (JoL of 2019, item 1231 as amended; hereinafter **“Copr”**) to all and any results of work constituting works (including but not limited to computer programs, in particular documentation, drawings, instructions, recommendations, guidelines, regulations) as well as to all of their parts and any elements (hereinafter individually as **“Work”** or jointly **“Works”**), on all fields of use known at the moment of the Contract conclusion, in particular defined in art. 50 item 1-3 of Copr, whereas in reference to computer program, defined in art. 74 section 4 of Copr, in particular in the following fields of use:

3.5.1 using, applying, displaying of the Work and its copies in any way, in whole or in parts, without any additional consent of the rightsholder, for any purpose in particular for using it in Contracts or Purchaser's business activity, loading of the Work into the computer memory and other electronic devices, transmitting them in any manner, in particular by ICT network, saving and temporary or permanent archiving

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- in particular on servers and in cloud-based solution, presenting to unlimited number of people;
- 3.5.2 producing copies of the Work and copies of the data files for any purpose, without any additional consent of the rightsholder, with any technique and on any data carrier, on any formats or storage system, making backup copies for any purpose and in unlimited number and using them simultaneously;
- 3.5.3 publishing, distributing whether for remuneration or not, marketing and distribution in particular by sale, change, lease or lending the Work for Use, granting licenses, in any way and to unlimited number of recipient;
- 3.5.4 modification of the Work, a translation, any changes, reproductions of the code, adjustments, adaptation, reverse engineering, for any purposes, in particular with the purpose to use in the Contract or business activity of the Purchaser;
- 3.5.5 making the Work available to the public in such a manner that everybody could have access to in any place and time they choose, in particular in the Internet network and other ICT networks;
- 3.5.6 modification of the software source code and providing software source code for modification by third parties (jointly referred to as "**Fields of Use**").

3.6. The Purchaser shall have the right, without any limits, to further dispose or encumber Property Rights and grant licenses with whatever content in all or some Filed of Use in favor of third parties, without time or territorial limits.

4. Terms of Payment

- 4.1. Unless the Contract states otherwise the 100% of the Contract Price is payable upon Completion of the Subject of the Contract, subject to receipt by the Purchaser Warranty Bond issued in accordance with Article 5.1., provided that its delivery has been defined as a condition of the Contract.
- 4.2. If Parties agreed that the Purchaser would pay an advance payment, then: a) this advance payment is payable provided that the Contractor submits to the Purchaser a Bank Guarantee issued in accordance with Article 5.3. and b) the Contractor is obliged to pay back the advance payment at the demand of the Purchaser in case of non-performance or improper performance of the Contract.
- 4.3. Unless the Contract states otherwise, the Contract Price shall be paid within 60 days from receipt by the Purchaser of relevant VAT invoice, issued in a correct way, to the bank account of the Contractor. In such case the Contract Price shall include interests for delay defined in art.5 of the act on payment terms in commercial transactions of March 8, 2013 (JoL of 2013, item 403).
- 4.4. The basis for issue of the VAT invoice by the Contractor shall be Final Acceptance Certificate signed by the Purchaser in accordance with Article 7 provided that its signing has been defined as a condition of the Contract.
- 4.5. The date of payment is considered to be the date of transferring the payment by the Purchaser's bank, i.e. the date on which the Purchaser's account is debited by the bank transferring the money to the Contractor's account on the basis of the Purchaser's order
- 4.6. The Purchaser may withhold any payment due to the Contractor in an amount and to such extent as may be reasonably necessary to protect the Purchaser from loss as a result of defective Subject of the Contract not remedied within the period of time defined by the Purchaser.
- 4.7. If there are amounts due to the bank in relation to the arrangement of any securities or realization of payment terms of the Contract Price, the Contractor shall be liable to pay them.
- 4.8. If the Contractor is to supply Goods specified in the Schedule no. 15 to the Act of March 11, 2004 on goods and services tax (JoL of 2022 no. 931 as amended - hereinafter referred to as the Act on goods and services tax), the parties are obliged to apply the mechanism of split payment defined in the Act on goods and services tax and the Contractor is obliged to include an appropriate note on the invoice as required by art. 106E section 1 item 18 (a) of the Act on goods and services tax.
- 4.9. The Contractor represents that the bank account that will be indicated as an account for VAT invoice payment will be a clearing account under

banking law provisions and it will be included in the List defined in art. 96 (b) section 1 of the Act on goods and services tax (so called "**White List of VAT payers**").

- 4.10. If the bank account indicated by the Contractor is not included in the List mentioned in point 4.9, or the VAT invoice has not been issued in compliance with point 4.8, the Purchaser will be, at its option, entitled to:
 - a) execute the payment to the bank account indicated by the Contractor and simultaneously notifying the Head of Tax Office, locally competent for the Purchaser, of the payment of receivables, or
 - b) execute the payment to the other bank account of the Contractor which is included in the List mentioned in point 4.9,
 - c) withhold the payment until the Contractor removes irregularities or
 - d) impose liquidated damages to the Contractor in the amount corresponding to the amount of VAT tax due to the supply of those Goods that the Purchaser has the right to set off from the price for the Goods, or
 - e) rescind the Contract due to the reasons attributable to the Contractor.
 - 4.11. The Purchaser may exercise its right provided for in point 4.10 (d) or (e) upon prior submitting to the Contractor a request to remove any irregularities with additional period of time for completion but not shorter than three (3) days.
 - 4.12. Should the Purchaser fulfil the obligation of the taxpayer in favor of the foreign entity - Contractor due to revenues or payments for rendered services specified in the provisions of tax law, and if the Purchaser does not receive the documents indicated in art. 4.13. below, or if the status of beneficial owner has been questioned, the Purchaser shall withhold the realization of payment in favor of the Contractor until respective documents are submitted or shall make the payment with tax deduction in compliance with binding internal regulations at the Purchaser's. The Contractor grants its consent for collection of this tax by Purchaser in the amount set forth by the Act and setting it off against the amount of remuneration due to the Contractor.
 - 4.13. CMC shall apply the lower tax rate resulting from the appropriate double tax treaty or exemption from collecting the tax pursuant to such treaty if the registered seat of the foreign tax remitter - Contractor is documented for tax purposes by a **certificate of tax residence** obtained from the Contractor and a **written statement confirming that it is the beneficial owner of the paid amounts**, with the content compliant with the document specimen provided by the Purchaser, required by the Purchaser's binding internal procedure concerning obligation of collection of flat rate income tax by CMC Poland sp. z o.o. and/or verification measures provided for therein.
 - 4.14. While evaluating if the Contractor conducts actual economic activity, the Purchaser applies appropriately the catalogue of characteristics provided for in the Polish Corporate Income Tax and guidelines included in binding internal procedures of the Purchaser's.
 - 4.15. If the Contractor submitted certificate of residence and applicable documents indicated in art. 4.13. above, the Purchaser considers them to be current for the term of the Contract. However, if the date of their issuance in reference to particular payment during the term of the Contract will be earlier than year, the Purchaser may demand their updating. The requirement concerning updating of the documents refers also to the situation where any data of the Contractor included in those document has been modified during the term of the Contract or if the Purchaser has doubts concerning a change of circumstances included therein.
- #### 5. Securities
- 5.1. If the Contract provides for securing proper Completion of the Subject of the Contract, the Contractor shall provide the Purchaser with irrevocable and unconditional Bank Guarantee, payable on the first demand, issued in strict accordance with draft presented by the Purchaser before beginning to perform the Subject of the Contract; valid until the end of Warranty Period; equal to 5% of the Contract Price (Net) or higher indicated by Purchaser.
 - 5.2. If Parties agreed, that any part of Contract Price is payable before Completion of the Subject of the Contract, the Contractor shall provide

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the Purchaser with bank guarantee described in Article 5.1 before the very first payment.

- 5.3. If Parties agreed that the Purchaser would pay an advance payment, the Contractor, without the detriment to Article 5.1 and 5.2, shall provide the Purchaser before the day of advance payment, with irrevocable and unconditional Bank Guarantee payable on the first demand issued in strict accordance with draft presented by the Purchaser equal to the amount of the advance payment.
- 5.4. In case of guarantees signed by proxies, the Supplier is obliged to submit proper power of attorney

6. Time schedule.

The Contractor undertakes to perform the Subject of the Contract (its particular milestones) in accordance with the deadlines specified in the Contract or in Attachments thereto.

7. Milestones and Completion Phase.

- 7.1. If, based on the Contract, it follows that the Subject of the contract is realized by milestones, the Contractor shall provide written notice thereof to the Purchaser. Thereafter, the Purchaser shall within 7 days from receipt the notice from the Contractor:
- a) shall notify the Contractor about any inconsistencies with completion of a relevant milestone;
 - b) shall sign relevant protocol acknowledging that the milestone has been completed, in case of lack of inconsistencies,
- 7.2. If the Purchaser notifies the Contractor that any of the milestones has not been properly completed and refuses signing the protocol of the completion of the milestone, the Contractor is obliged to perform all necessary works in order to correct inconsistencies and complete the relevant milestone by the date agreed with the Purchaser, and the notification procedure set forth above shall be repeated until completion of the milestone has occurred and the Purchaser issues relevant protocol with no reservations.
- 7.3. Completion of the Subject of the Contract occurs when the Purchaser signs Final Acceptance Certificate of the Subject of the Contract according to the procedure described in sub articles 7.1 and 7.2 acknowledging that all of the following conditions are satisfied:
- a) all Goods and Services have been entirely performed in accordance with this Contract and with the utmost diligence;
 - b) all of the performance tests have been successfully completed demonstrating compliance of the Subject of the Contract with Performance Guarantees;
 - c) the Purchaser has received all documentation and all manuals;
 - d) the Contractor cleaned up the Site;
- 7.4. The Parties shall sign the Final Acceptance Certificate of the Subject of the Contract within 7 days from the proper complete performance of the Subject of the contract and receipt by the Purchaser information thereof.

8. Delay

- 8.1. If the Contractor fails to meet any of the dates set forth in the Contract or in Attachment thereto, the Contractor shall pay the Purchaser liquidated damages in the amount of 0,5% of the Contract Price for each day of delay until the Subject of the Contract is performed properly.
- 8.2. If the Contractor fails to correct a defect of the Subject of the Contract within a time period set forth by the Purchaser in the warranty notice issued in accordance with sub-article 9.2 the Contractor shall pay the Purchaser liquidated damages in the amount of 0,5% of the Contract Price for each day of delay until the defect is removed.
- 8.3. If the actual damage that the Purchaser suffers as a result of the Contractor's delay exceeds the liquidated damages paid, the Purchaser may claim additional compensation.
- 8.4. Notwithstanding the Contractor's payment of liquidated damages in accordance with this Article 8, the Contractor shall complete the Subject of the Contract pursuant to the Contract and its time schedule and shall be obliged to remove the defect in the Subject of the Contract.

9. Warranty of quality

- 9.1. Warranty Period commences on the date of signing the Final Acceptance Certificate and ends 24 months upon its signing.
- 9.2. If, during the Warranty Period, the Purchaser notifies the Contractor of any defect in design, material, workmanship or improper operation of

the Subject of the Contract or non-conformity with any warranties indicated in sub-article 2.2, the Contractor shall at its costs promptly remove the defect or deficiency. The Contractor is obliged to undertake an action in order repair the defect within 24 hours from the notification. All costs incurred in connection with the foregoing, including reinstallation of equipment necessary to gain access to any portion of the Subject of the Contract and all of the Purchaser's damage incurred in connection therewith shall be borne solely by the Contractor, unless they were incurred due to sole Purchaser's fault. In the event of the dispute concerning the reason for any damage, the Contractor shall be responsible to prove that the damage was caused by actions or omissions the Contractor is not responsible for.

- 9.3. Warranty Period will be prolonged by the time period since the defect or inconsistency occurred until it has been properly corrected. Warranty Period for the repaired or replaced parts of the Subject of the Contract shall expire upon the lapse of 24 months from the repair or replacement of that part of the Delivery, however, not later than upon lapse of 36 months from the commencement of Warranty Period.
- 9.4. Without prejudice to the right to seek liquidated damages as per sub-article 8.2, if the Contractor fails to remove any defect or inconsistency within the time period set forth in the Purchaser's written notice, the Purchaser shall be entitled to, at its option: rescind the contract in whole or in part and claim compensation; or to remove any defect or inconsistency at the Contractor's costs and risk itself or mandating the task of removal of the defects to third party at the cost and risk of the Contractor.

10. Insurance

The Contractor shall at its own cost, maintain civil liability insurance policy for each and every event resulting in non-performance or improper performance of the Contract, in the amount min. PLN 500 000.00 defined in the insurance policy.

11. Modification of the scope

The Purchaser shall be entitled to request modifications to the Subject of the Contract or performance of additional work, and the Contractor shall as soon as possible implement any such changes through alterations in already performed part of the Subject of the Contract or perform additional works within the deadline agreed with the Purchaser. Should such alterations or additional work make it necessary to amend the time schedule, guarantee conditions or Contract Price, the Parties shall agree thereupon in writing. If the Purchaser demand implementation of particular modifications to the Subject of the Contract, it shall be obliged to furnish the Contractor with a written request specifying the detailed scope of changes.

12. Force Majeure

- 12.1. Neither Party shall be liable to the other Party for non-performance or improper performance of its obligations hereunder, to the extent that such non-performance or improper performance result from a Force Majeure. Mere changes in market conditions or internal currency fluctuation or revaluations shall not be considered to be Force Majeure events.
- 12.2. The Party affected by Force Majeure shall make reasonable efforts to mitigate and minimize the effects of the impact and consequence of any Force Majeure event and to resume the performance under this Contract upon the cessation of such Force Majeure event.
- 12.3. The Party invoking the Force Majeure shall immediately notify the other Party of the suspension of Contract performance on account of such Force Majeure event. The information on the occurrence of the Force Majeure event shall be confirmed in writing not later than within 2 days of the occurrence thereof and should contain a proof of its existence, description of its nature, anticipated duration of its effects and probable impact on the Contract performance.
- 12.4. Parties shall bear in mind that as of the conclusion of the Contract, the state of epidemic threat due to COVID-19 disease caused by SARS-CoV-2 virus has been announced on the area of the Republic of Poland and that this state can hinder or disable performance of certain non-cash contractual obligations.
- 12.5. In the event that the non-performance or improper performance of a non-cash obligation is caused by the epidemic threat or an epidemic state introduced as a result thereof, the Party failing to perform their obligations due to that reason shall immediately notify the other Party thereof,

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providing all relevant information regarding such an event and the expected period of interruption in the performance of obligations. However, it is understood that the Contractor is not entitled to any claims for damages or liquidated damages on account of the aforementioned period extension. Should such circumstances last longer than 5 months, the Purchaser shall have the right to terminate the Contract with immediate effect and no claims related to the Contract termination shall be due in such situation.

13. Subcontractors

- 13.1 The Contractor declares to perform the Subject of the Contract in person or exclusively by subcontractors approved in writing by the Purchaser. Purchaser shall not perform the construction works by any subcontractors.
- 13.2 The Contractor assumes full responsibility to Purchaser for the acts and omissions of his employees, subcontractors and their employees, as he is responsible for his own acts or omissions.

14. Inspections of Subject of the Contract

- 14.1 The Purchaser shall have the right to participate in the factory acceptance tests and in the control of Goods at the manufacturer's premises. Contractor shall notify the Purchaser of the test dates in sufficient advance.
- 14.2 Any inspection performed or Contractor's absence during the tests shall not release the Contractor from its duty to properly perform the obligations hereunder or be construed as an approval or acceptance of Goods or Services by the Purchaser.

15. Transfer of ownership title

Ownership Title to all Goods and Services used in connection with the Subject of the Contract shall be transferred to the Purchaser, free from any encumbrances, on the date of delivery on the Site. The Contractor shall bear the risk of accidental loss or damage to the Goods, and shall be obliged to replace, repair or reconstruct, all at its expense, any portion of the Subject of the Contract that has been lost, damaged or destroyed prior to Completion of the Subject of the Contract irrespective of how such loss, damage or destruction has occurred unless it results from the Purchaser's sole fault.

16. Hazardous materials

- 16.1 Any use of hazardous materials in connection with performance of the Contract is forbidden. Contractor shall be liable for and hereby indemnifies Purchaser from and against all claims, costs incurred by it in respect of personal injury or death and in respect of loss of or damage to any third party property and in respect of any regulatory fines arising out of hazardous materials used by the Contractor or brought onto the Site by Contractor, its subcontractors.
- 16.2 Contractor represents that it became acquainted with safety procedures and undertakes to apply all safety procedures at all times while performing the Subject of the Contract, as accordant with the **Health and Safety Instruction for external Contractors (referred to as OHS Instruction)** available at www.cmc.com. The Contractor shall be solely responsible for safety of all persons working or who at Contractor's request obtained admittance to the premises of the Purchaser for any purpose and shall hold the Purchaser harmless in respect thereto.
- 16.3 The Purchaser need not notify the Contractor in any way in order to require subsequent strict performance of this contract requirement after any forbearance by the Purchaser. Failure of the Purchaser in any instance to insist upon the Contractor's compliance with any provision of the Contract, shall not be deemed as discharge of the Contractor from any obligations under the Contract.
- 16.4 The Contractor shall be responsible for all waste resulting from the execution of the Contract. The Contractor, at its own expense and responsibility, shall be obliged to dispose the waste generated in connection with rendered Services beyond the premises of CMC Poland sp. z o.o. and properly utilize it.
- 16.5 The Contractor represents that it became acquainted with, expresses consent to and undertakes to observe the Pass System Instruction and rules on staying on company's premises and rules on material movement for CMC Poland sp. z o.o. (**Traffic Instruction**) of the Purchaser which can be available at www.cmc.com.
- 16.6 The Contractor represents that it became acquainted with and undertakes to apply the **rules of Environmental requirements for Contractors performing works on the premises of CMC (hereinafter:**

Environmental instructions) which are available at www.cmc.com, including provision of information, data and documentation required by these instructions to the CMC Environment Protection Office.

17. Termination

- 17.1 The Purchaser, in its sole discretion, may terminate the Contract, in whole or in part, for any reason at any time by written notice thereof to the Contractor. In such case
- the Contractor is obliged to undertake actions in order to terminate its contracts with subcontractors, unless terminating of such contracts would not be economically grounded;
 - termination payments to Contractor or refunds of reasonable expenses borne by Contractor due to termination and payments to subcontractors under the provisions of contracts with subcontractors in connection to the Contract, if any, shall be promptly agreed to by Purchaser, based on the portion of the Subject of the Contract which has been completed until termination.
- 17.2 The Purchaser may terminate the Contract upon 15 days prior written notice in case of any of the following reasons attributable to the Contractor:
- Insolvency of the Contractor or transfer of its assets to the benefit of the creditors;
 - breach of any provisions of the Contract or its improper performance, if such breach or the results thereof have not been remedied within 15 days of the receipt of relevant notice from the Purchaser
- 17.3 In the event that Contract is terminated due to reasons attributable to the Contractor, the Purchaser shall have the following rights and remedies:
- serve notice to the bank and instruct the bank to convert the bond into cash;
 - demand the pay back of the advance payment
 - complete the Subject of the Contract by using other contractor(s) at the Contractor's expense; and
 - seek compensation which arose due to non-performance or improper performance of the Contract by the Contractor.

18. Confidentiality and Personal data

- 18.1 For the purpose hereof, "Confidential Information" shall mean any proprietary technological and technical knowledge, expertise, experience, know-how, inventions, data, instructions, techniques, processes, drawings, specifications and other information made available by Purchaser to Contractor or otherwise coming to Parties' knowledge in the course of performing the Contract.
- 18.2 The parties to the Contract are obliged to:
- treat in strict confidence all Confidential Information disclosed to it by Purchaser whether directly or indirectly and whether prior to or subsequent to the date of this Contract
 - limit access to the Confidential Information to such of its employees as reasonably require it for performance of the Contract the subject matter hereof
 - not disclose and use its best efforts to ensure that their employees shall not disclose, or make available to any third Party, any of the Confidential Information.
- 18.3. Without the Party's' prior written consent, the other Party shall not issue any public statement, press release, publicity handout, photograph or other material about the scope, extent or value of the Subject of the Contract, any details as to materials and equipment to be used or installed or any other matter relating to this Contract.
- 18.4. In compliance with art. 13 section 1 and 2 and 14 of GDPR, the Purchaser informs that it processes Personal Data of the Contractor according to the rules described in details in information clauses available at the site of the Controller: <https://www.cmc.com/pl/global/contact/personal-data-protection>
- 18.5. The Contractor, while authorizing any persons to act on its behalf and/or to its benefit, undertakes to inform them about the content of these GTP and circumstances that due to performance of Contracts with the Purchaser, their personal data have been transferred to the other Controller, namely CMC Poland sp. z o.o. with it seat in Zawiercie at ul. Piłsudskiego 82, 42-400 Zawiercie (contact to Personal Data Protection Officer: iodpoland@cmc.com) and principles of personal data processing by this Controller are available at the internet website: <https://www.cmc.com/pl/global/contact/personal-data-protection>.

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- 18.6. The Purchaser informs that the Purchaser uses video monitoring on the premises of its mill in order to support property protection processes and comply with safety at work rules.
- 18.7. As of the day of submitting the bank guarantee, the Contractor is obliged to inform persons from the bank that is issuing the bank guarantee, whose data is transferred to the Purchaser, that within the Contract performance, in particular the provisions on securing the Contract, their personal data have been made available to another entity, namely: CMC Poland sp. z o.o. with its seat in Zawiercie, at ul. Pilsudskiego 82, 42-400 Zawiercie and information on personal data processing by this Controller is available at: <https://www.cmc.com/pl/global/contact/personal-data-protection>.
- 19. Governing law and venue**
- 19.1 The Contract shall be governed by the provisions of Polish law.
- 19.2 In matters not regulated in the Contract, the provisions of Polish Civil Code shall apply. Any disputes arising out of this Contract shall be settled based on mutual agreement of the Parties.
- 19.3 If the Contractor has its registered seat in European Union, all disputes arising out of or in connection with the Contract shall be settled by the Polish public court in whose region the Purchaser's place of residence is located.
- 19.4 If the Contractor does not have its registered seat in European Union all disputes arising out of or in connection with the Contract shall be settled by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw pursuant to the Rules of this Court binding as of the date of filing the statement of claim.
- 20. Payment documents in import**
- 20.1. In case of import of Goods the payment will be effected against the presentation of the following documents:
- a) Commercial Invoice in triplicate.
 - b) One of the shipping documents mentioned below:
 - 2/3 of original Clean on board Bill of Lading issued to order forwarding agent from whom the instructions were received, with note: Notify CMC Poland sp. z o.o. ,
 - two copies of Railway Bill of Lading, issued according to instructions of forwarding agent and stamped by Expedition Railway Station,
 - Original Road Bill of Lading (truck transport), signed by the carrier,
 - Stamped Post Receipt addressed to the Purchaser,
 - Original Air Way Bill of Lading stamped by the Air Lines,
 - c) Detailed Specification of the Goods (Packing List) – issued by the Producer in 3 copies, giving the net/gross weight of separate packages, the quality and dimensions of the ordered goods and designation,
 - d) Quality certificate issued by the Producer in 3 copies giving the chemical composition, technical and mechanical qualities, as well as other peculiarities of the goods, according to the terms and conditions of the Contract,
 - e) Certificate of the captain of the ship or the Shipping Lines that 1/3 of original B/L, one copy of Invoice and specification of the Goods have been sent by ship's bag together with the goods to forwarding agent from which instructions were received,
 - f) Insurance Certificate
 - g) Certificate of Origin (COO)
 - h) other certificates, declarations, documents and licenses required by CMC depending on the type of imported goods (e.g. hazardous products);
 - i) Declaration of the forwarding agent about completed dispatch /taking over of the goods.
- 20.2. All bank charges are to Contractor's account.
- 20.3. For customs purposes, an original and two copies of Invoice and original ATR/EUR.1 or a statement on an invoice of having obtained an approved exported status should be attached to each shipment. Invoice must contain the value and the name of goods according to the Brussels Nomenclature or at least the symbol of the goods according to this Nomenclature.
- 21. The supply of Goods included in the monitoring system for the road and rail carriage of goods.**
- 21.1. In the event that the Contractor is to supply Goods set forth in the Act of March 9, 2017 on the monitoring system for the road and rail carriage of goods and trade in heating fuels, including implementing regulations thereto (hereinafter jointly referred to as the SENT act), the Contractor is obliged to inform the Purchaser that the Goods are covered by the SENT act at the stage of the contract approval at the latest.
- 21.2. In the event that the Contractor supplies the Goods defined in the SENT act, the Contractor warrants that as of the supply day it fulfilled the condition concerning submitting the notification on the Goods carriage via Electronic Services Portal of the Customs Service (PUESC) and obtaining a reference number for this notification (or a document substituting the notification in case of register unavailability).
- 21.3. In the event that the Contractor commences transportation of the Goods without complying with the obligations indicated in paragraph 21.2 above, provides incorrect data, or circumstances arise that will necessitate refusal to accept the Goods by CMC or should violation of the proper performance of the obligations of the SENT Act become apparent during a subsequent inspection, the Contractor shall indemnify CMC from any and all liability for failure to comply with the required procedures and shall be obligated to pay in favor of CMC the equivalent of any fines, fees and costs incurred as a result.
- 21.4. In the event the Contractor violates any of the obligations of the SENT act applicable to them, the Purchaser shall be entitled to withhold the receipt of the Goods and/or accept the Goods by deducting from the Contract Price payable to the Contractor the value of the penalty provided for in the SENT act that CMC is threatened with.
- 21.5. The data concerning the amount, the gross weight or the volume of goods shall be deemed to be correct if the discrepancies found in respect to the amount, gross weight or the volume of goods set forth in the notification do not exceed 10%.
- 22. Representations of the Contractor:**
- 22.1. Concluding the Contract by the Contractor (irrespective of the form of its conclusion) shall constitute its representation and warranties towards the Purchaser that: a) as of the date of the Contract and its entire term and as of the date of issuance the VAT invoice the Contractor will be entered by the Head of the Tax Office to the register of active VAT taxpayers and b) the Contractor holds any concessions, permits and entrances in the registers that are required by law and undertakes to submit the original documents confirming the abovementioned statement at any request of the Purchaser.
- 22.2. Signing the Contract by the proxy constitutes its representation and warranty that the proxy is authorized by the Contractor to conclude the Contract and the Power of Attorney submitted to the Purchaser is valid and was not revoked on the day of concluding the Contract.
- 23. Supplier Code of Conduct**
- The Contractor declares that he has read and undertakes to comply with the Contractor's Code of Conduct and the Policy on workplace conduct and human rights binding at CMC that are available at www.cmc.com.
- 24. Sanctions**
- 24.1. The Contractor represents and warrants that it does not and will not violate throughout the term of the Contract and, that all its affiliated companies (owners, employees, directors, officers, consultants, agents and/or representative and its beneficial owners) will not violate any economic or financial sanctions, trade embargoes, bans on introduction or movement of goods originating from Russia or Belarus or any sanctions laws or regulations, restrictive measures, or other similar instruments, which restrict dealings with certain countries or individuals, prohibit trade of particular goods or services (collectively the "Sanctions") imposed, administered and/or enforced from time to time by the US Department of Treasury's Office of Foreign Assets Control (OFAC), the United Nations, the United Kingdom, the European Union including Poland and member States, or any other relevant government authority in any applicable jurisdiction (each a "Sanctions Authority"), each foresaid Sanctions Authority as supplemented or substituted from time to time.
- 24.2. The Contractor further represents and warrants that neither Contractor nor any of its affiliated companies, owners, employees, directors, officers, consultants, agents and/or representatives or beneficial owners is the target of Sanctions (any such Person a "Sanctioned Person"), including by virtue of being:
 - a) a Person which appears on the list of Specially Designated Nationals and Blocked Persons (the "SDN List") or any other

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- sanctions list maintained by any other Sanctions Authority, as may be amended and/ or supplemented from time to time, including lists of terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction;
- b) resident in or a company organized and operating under the laws of any country or territory that is or whose government is the subject of comprehensive Sanctions (a "Sanctioned Country"); or
 - c) directly or indirectly owned or controlled by or acting for or on behalf of any of the foregoing.
- 24.3. The Contractor further represents and warrants that:
- a) none of its subcontractors, sub-suppliers or Person in Contractor's supply chain is a Sanctioned Person and performance of the Contract involving such persons does not violate any Sanctions,
 - b) no product, component part or raw material originating in Sanctioned Countries or regions will be used by Contractor in the performance of this Contract,
 - c) no bank, or person associated with any such bank, that is involved in the performance of the Contract or in the transfer of money or in the settlement of the Contract, is a Sanctioned Person and performance of the Contract involving such bank or person shall not violate any Sanctions.
 - d) the performance of the Contract does not violate prohibitions on providing any technical assistance, intermediation or any other services related to sanctioned goods and technologies or their modifications/ amendments in the future,
 - e) the performance of the Contract does not violate prohibitions on introduction and movement on the territory of Poland of goods originating from Russia and Belarus included under the code 2701 and 2704 of the Combined Nomenclature referred to as "coal", including other goods which may be subject to modifications/ amendments of Sanctions. The Contractor shall maintain and provide, at each request of CMC, documents confirming country of origin of coal as well as other goods which may be subject to modifications/ amendments of Sanctions
 - f) it is not the party of any contract, does not submit any purchase orders and does not purchase any services which would involve sanctioned Persons/ goods.
- 24.4. Should new sanctions become applicable, including but not limited to sectorial sanctions, or previously applicable sanctions be reinstated, in each case so that performance under this Contract becomes inconsistent with the new or reinstated applicable sanctions, CMC may unilaterally terminate the Contract.
- 24.5. The Contractor shall notify CMC immediately if any of the representations made under provision from 24.1. to 24.3 become untrue while the Contract is in force.
- 24.6. If, in the reasonable opinion of CMC, any provision from 24.1. to 24.5. has been violated, then CMC shall be entitled to suspend and/or terminate the performance of its obligations hereunder at any time with immediate effect and without liability to the Contractor. The Contractor will also indemnify CMC on demand and hold CMC harmless against any losses, costs, fines or payments which CMC may be required to make as a result of any breach by Contractor of his representation made under any provision from 24.1. to 24.3 or any of its obligation under provision 24.5. This provision shall survive any termination of the Contract.
- 24.7. "Person" shall mean any individual, corporation, partnership, joint venture, association, trust, unincorporated organization or government or any agency, department or political subdivision hereof.
- ### 25. Final provisions
- 25.1. The Contractor is not entitled to assign any claims towards the Purchaser under the Contract to third parties without written consent of the Purchaser. The abovementioned prohibition refers also to rights connected with claims, in particular claims for unpaid interests pursuant to art. 509 of Civil Code.
- 25.2. If any of the provisions of the Contract is considered to be invalid, it shall not influence the validity of the remaining provisions of the Contract.
- 25.3. These GTP have been made in Polish and English language version. In case of any discrepancies between language versions, Polish version shall prevail.
- 25.4. These GTP shall be effective as of November 21, 2022. As of this date any other prior general conditions, provisions and instructions with respect to Contracts concluded after the aforementioned date shall lose their binding force.