

Revision date: 15.07.2022

PROTEA (referred below to as a "Supplier")

Terms and Conditions for Delivery of Equipment / Spare Parts to the Customer
(hereinafter called "Terms")

1. Definitions

- a) "Supplier" means Protea Sp. z o.o. with headquarters in Gdańsk / Poland and its legal successors;
- b) "Equipment" means all products, including spare parts, that are as applicable: designed, purchased, manufactured, tested and delivered by the Supplier;
- c) "Customer" means the company that orders the Equipment from the Supplier;
- d) "Offer" means Supplier's written statement forwarded to Customer in response to the inquiry and constituting an offer for supply of Equipment within the meaning of Article 66 of the Polish Civil Code;
- e) "Purchase Order" (PO) means a Contract or Purchase Order, the subject of which is the delivery of the Equipment by the Supplier to the Customer, in accordance with the Offer, while maintaining the Terms ;
- f) "Parties" means Supplier and Customer together.

2. Validity

Herewith Terms will apply from the date stated above until being superseded by the subsequent revision.

3. General Provisions

- a) Herewith Terms shall apply to all tenders, supplies, orders and sales, including but not limited to the contracts, purchase orders, transport documents and invoices from Supplier;
- b) Any deviations from these Terms shall require a written consent of the Supplier, prior to the conclusion of the PO.
- c) The invalidity or exclusion, even contractual, of any specific provision of these Terms shall not invalidate or exclude of the other provisions of the Terms.

4. Conclusion of the PO

- a) The PO shall be concluded upon written order confirmation by the Supplier. In case when the Customer submits deviations to order confirmation, the PO shall be concluded after written approval of deviations by the Supplier.
- b) Terms constitute integral part of the concluded PO.
- c) PO shall be signed and managed by the persons authorized to take the relevant decisions on behalf of the Parties.

5. Price and Payment

- a) The supplier reserves the right to compensate the price increase during the period of validity of the Offer and the execution of the PO for metallurgical materials and components. The upward or downward adjustment will be calculated on the basis of the relevant indicators published by MEPS and EUROSTAT. The price level of metallurgical materials is related to the MEPS index. The compensation for the change will be calculated by comparing the MEPS index level in the month preceding the order of steel materials with the MEPS index level in the month of the last valid offer revision included in the PO. The MEPS index is calculated as the average of the monthly "Negotiated

National Base Prices - Germany" for hot rolled steel coils and sheets.

<https://mepsinternational.com/gb/en/products/europe-steel-prices>

The level of component prices is similarly related to the Industrial Producer Price Index (PPI) for the European Union published by EUROSTAT. Index reference months for the PPI are as for MEPS above.

<https://ec.europa.eu/eurostat/en/>

- b) The payment shall be made on the basis of invoices issued in accordance with mutually agreed terms of payments and respective schedule. The invoices shall be supported by commercial and/or technical documents, as explicitly stipulated in the PO.

The invoice shall be submitted to the Customer by an electronic mail.

- c) The invoiced amount shall be paid in full by bank transfer to Supplier account, in the currency agreed upon in the PO and no later than thirty (30) calendar days from the invoice submission date.

The Customer will be charged interest on all outstanding amounts based on the maximum late payment rate in Poland.

The prices quoted in the Offer or PO are exclusive of VAT;

6. Delivery

- a) The Equipment shall be delivered on the FCA Supplier facility Ligota Górna basis as per Incoterms 2020 unless otherwise agreed upon in the PO;
- b) The Supplier shall deliver the Equipment, and the Customer shall accept delivery of it at the times agreed.

7. Title, risk of loss

Title to the Equipment and risk of loss shall be in accordance with delivery terms FCA Supplier facility Ligota Górna as per Incoterms 2020, and shall pass to Customer upon dispatch from Supplier's facility.

All shipping, freight charges and any charges at destination for spotting, switching, handling, storage and other accessorial services, and demurrage, shall be paid by the Customer.

Supplier shall have the right to assess storage and handling charges for Equipment left in Supplier's possession after notification to Customer that the Equipment is ready for dispatch. Customer shall not have the right to divert such shipment without written consent of Supplier.

8. Warranty

- a) The Supplier warrants that the Equipment is according to applicable technical specifications and design standards as per PO and is free from any defects;
- b) Customer's exclusive remedy and Supplier's liability hereunder, either for breach of warranty or negligence with respect to Equipment is expressly limited, at the sole option of Supplier to (a) the repair of such defective Equipment or (b) to the refund or credit to the Customer applicable, at former opinion, portion of the price of such Equipment.
No representation or warranty, expressed or implied, which is not specifically set forth in the PO shall be binding upon Supplier. Furthermore Supplier makes no warranties, explicit or implied for Equipment merchantability or fitness for a particular purpose.
- b) Supplier's warranty is valid for a period of twelve (12) months from the date of dispatch or the readiness for dispatch (acc. to §6a

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Share capital: 706 340 PLN

BNP PARIBAS Bank Polska S.A.

Account no.

PLN: PL50 1600 1462 1859 0286 1000 0001

EUR: PL23 1600 1462 1859 0286 1000 0002

SWIFT: PPABPLPK

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condition) on the terms set forth in the Polish Civil Code unless otherwise agreed upon in the PO.

9. IMS and Audit

- a) The Supplier has implemented and maintains the Integrated Management System (IMS) in accordance with ISO 9001 (quality management), ISO 14001 (environmental management) and ISO 45001 (occupational health and safety management);
- b) Customer has the right to audit Supplier for compliance with above standards at any time during the latter working hours. However Customer is required to notify Supplier about said audit not later than one (1) week before the scheduled date.

10. Termination

- a) The PO may be terminated:
 - (i) based on mutual agreement of the Parties in writing;
 - (ii) by one Party in the event of an insolvency of the other Party by sending notification via registered mail, within 180 days after occurrence of Force Majeure as stipulated under §16;
 - (iii) due to violation / breach of the PO by one Party which cannot be rectified within 30 days after notice of occurrence of event of default sent by another Party;
- b) Termination of the PO for whatever reason mentioned herein does not prejudice the rights of the Parties arising due to violations of the Terms by the other Party that occurred prior to the termination date;
- c) The Customer is responsible for Supplier's damages resulted from termination of PO due to reasons attributable to the Customer.

11. Liability

- a) Supplier's overall aggregated liability for direct damages, in tort, under warranty, in negligence or for defects or other damage, including product damage, of defective services shall be limited to the PO Price (excl. VAT);
- b) Customer shall indemnify, defend and hold Supplier harmless from and against any and all liability, loss, claims, damages, judgments, awards, costs and fees, including without limitation reasonable attorneys' fees, arising from claims of Third Parties resulting from the negligent acts or omissions of the Customer;
- c) The Supplier's liability ceases at the same time as the warranty mentioned in §8.

12. Consequential Damages

Notwithstanding any provisions of the PO to the contrary, neither Party shall be liable to the other for any Consequential Damages, except that the Customer shall be entitled to recover Consequential Damages that arise out of or are related to:

- (i) Supplier's gross negligence or intentional misconduct,
- (ii) Supplier's violation of any applicable permits or applicable laws, or
- (iii) third party claims asserted against Customer as a result of any act, omission, or breach of Supplier or any of its subcontractors.

Consequential Damages in the meaning of this provision includes all indirect, incidental, punitive, consequential or exemplary damages, and include a Party's loss of actual or anticipated profits or revenues, loss by reason of shutdown, non-operation, or increased expense of operation, increased cost of construction, loss of use, cost of capital, or damage to or loss of property or equipment.

13. Penalties and Liquidated Damages

Maximum aggregated amount for all and any contractual penalties, Liquidated Damages, other costs etc. shall be limited to 5 % (five per cent) of the PO Price. Further rights of the Customer are excluded.

14. Governing Law

The execution of the PO is governed by the Polish law, and in particular the Civil Code as far as applicable.

15. Trade Secret

Any information relating to Supplier's activity, which is not publicly known is confidential and shall be treated as a trade secret. Parties agree that they will not disclose confidential information to Third Parties or use it for other purposes other than direct fulfillment of the obligations of the PO.

16. Force Majeure

The following circumstances shall be considered cases of relief, if they hinder or to a considerable degree impede the performance of the PO or Equipment transport to the delivery place, including but not limited to: strikes, lock-outs, work stoppages, sanctions, currency restrictions, terrorism, insurrection, blockade, quarantine, fire, ice, obstruction of traffic, accidents, marine casualty or any other circumstance beyond the control of the Parties. The affected Party shall notify the other Party as soon as practicable, and in any case within 5 (five) business days after it becomes aware of the Force Majeure event, of its claim for relief.

17. Copyright protection

The Supplier does not transfer to the Customer the copyrights to the documentation or software prepared for the Equipment. The Customer may not duplicate the documentation or software, pass it on to its subsidiaries or Third Parties, and may not make any changes to the documentation or software without the Supplier's consent. The Customer shall only use the documentation or software for a specific purpose for which the PO has been concluded, to the extent as required for operation and maintenance.

18. Data Protection

In connection with the implementation of the PO, the Supplier gains access to the Customer's personal data and / or those administered by the Customer. Therefore, the Supplier becomes the Administrator of personal data and the Processing Entity of this data within the meaning of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and in the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation). Personal data is processed by the Supplier in accordance with the applicable law, in particular the General Data Protection Regulation and the Polish Personal Data Protection Act of May 10, 2018. Detailed rules for data processing can be found on the website at www.protea.pl

19. Others terms & conditions

- a) The provision of inspections, equipment commissioning or service works, unless not included in the PO for the delivery of Equipment, shall be realized based on separate PO and in accordance with Supplier Terms and Conditions for offshore / onshore Provision of Technical Personnel (depending on services location);
- b) All other terms and conditions shall be agreed upon and concluded by both Parties in writing.

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