



Revision Date: 11.12.2023

PROTEA S.A. (hereinafter referred to as „Supplier”)
Terms and conditions for the purchase of materials, components and services
(hereinafter referred to as „Terms and Conditions”)

1. Definitions

- a) "Orderer" means Protea S.A. with its registered office in Gdansk and its legal successors;
- b) "Goods" means a thing, including materials and/or components, which is the subject of purchase and/or delivery and/or a service which is the subject of performance;
- c) "Contractor" means the natural person or legal entity that is to sell and/or deliver the Goods to the Orderer;
- d) „Request for Proposal” means a written inquiry from the Orderer to the Contractor regarding the terms and conditions for obtaining the Goods;
- e) „Offer” means a written statement of the Contractor submitted to the Orderer in response to the Request for Proposal and constituting an offer to supply the Goods within the meaning of Article 66 of the Civil Code;
- f) „Order” means a written statement of the Orderer accepting the Offer, the object of which is the supply of Goods by the Contractor to the Orderer, based on the Offer and in accordance with the Terms and Conditions;
- g) „Order Confirmation” means the Contractor's written statement confirming acceptance of the Order;
- h) „Parties” means both the Orderer and the Contractor.

2. Validity

These Terms and Conditions will be effective from the date stated above until it is replaced by a subsequent revision. When this occurs, the revised Terms and Conditions shall apply to all Orders taken after the effective date of the new Terms and Conditions. In the case of Orders executed in parts, the new Terms and Conditions will apply to partial deliveries/services whose completion date is after the effective date of the new Terms and Conditions.

3. General provisions

- a) These Terms and Conditions shall apply to all Orders;
- b) Any deviation from these Terms and Conditions shall require the written consent of the Orderer;
The invalidity or exclusion, even contractual, of any specific provision of these Terms and Conditions shall not invalidate or exclude the remaining provisions of the Terms and Conditions.

4. Placing an Order

- a) The Order shall be deemed to be accepted upon Order Confirmation by the Contractor. Submission of the Order Confirmation by the Contractor has to be made within 3 (three) working days after receipt of the Order from the Orderer;
- b) In the case that the Contractor submits deviations from the Terms and Conditions and/or the Order on the Order Confirmation, the Order shall be binding only after acceptance of such deviations by the Orderer. The Orderer shall approve or disapprove the deviations from the Terms and Conditions and/or Order within 3 (three) working days from the delivery date to him by the Contractor of the proposed changes to the terms of the Order. Failure of the Orderer to agree to deviations from the Terms and Conditions and/or Order shall mean that the Order has not been placed.

- c) Delivery of goods or the Contractor's proceeding with the performance of services shall be treated as confirmation of the Order under these Terms and Conditions;
- d) The Terms and Conditions are an integral part of the Order taken.
- e) The order should be signed and executed by persons authorized to make binding decisions on behalf of the Parties.

5. Price and Payment

- a) All prices in the Order are fixed and not subject to change during the period of its execution;
- b) Payment shall be made upon delivery of a properly issued invoice to the Orderer in accordance with the payment terms and schedule specified in the Order. The invoice should be accompanied by commercial and/or technical documents as specified in the Order. If these documents specified in the Order are not provided within 3 (three) working days after delivery of goods or performance of services, the Orderer reserves the right to withhold payment. The new payment period will then be counted from the receipt of these documents specified in the Order;
- c) The invoice must have Order number assigned by the Orderer. An incorrectly addressed or completed invoice or incorrect/incomplete documents specified in the Order shall be corrected by the Contractor within 3 (three) working days of the the Orderer's request and re-delivered to the Orderer;
- d) Invoices may be sent to the Ordering Party by e-mail, provided that they are sent to: faktura@protea.pl;
- e) The invoiced amount shall be paid in full by bank transfer to the Contractor's account, in the currency and date agreed upon in the Order.

6. Delivery

- a) Delivery of the Goods shall be made in full to the Ordering Party's plant in Ligota Górna near/Kluczbork. In the case of partial delivery, the payment term will be calculated from the date of delivery / completion of the last part of the Order.
- b) In the case of delivery by the Contractor of Goods in violation of the Order (defective Goods), the transportation costs of both the defective Goods and the Goods delivered instead shall be covered by the Contractor;
- c) If the Goods are defective, as referred to in point b) above, the Orderer may, at its option, make a statement of withdrawal from the Order in whole or in part and demand a refund of the amount paid, or demand delivery of Goods in conformity with the Order within the time limit indicated by the Orderer. In the case of failure to meet the time limit set by the Orderer, in accordance with the preceding sentence, for delivery of the Goods, the Orderer shall be entitled to withdraw from the Order and demand a refund of the amount paid.

7. Legal title, a risk

The Goods shall become the property of the Orderer in accordance with the date of receipt of the Goods at its plant in Ligota Górna near/Kluczbork or at the time of full price payment for these Goods. Until physical receiving of the Goods by the Orderer at its plant in Ligota Górna near/Kluczbork, the Contractor is responsible for the Goods.

8. Warranty

- a) The Contractor shall guarantee the Goods to the Orderer for a period of 24 (twenty-four) months from the date of their physical receipt by the Orderer at the plant in Ligota Górna near/Kluczbork under the terms of the Civil Code;

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EUR: PL76 1020 1811 0000 0002 0300 7077
SWIFT: BPKOPLPW

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- b) The Contractor shall warrant that the Goods are defect free and comply with the technical specifications, relevant standards and other terms in accordance with the Order;

9. Integrated management system, sustainable development strategy and audit

- a) The Orderer has implemented and has applied an integrated management system (IMS) in accordance with ISO 9001 (quality management), ISO 14001 (environmental management) and ISO 45001 (occupational health and safety management). In addition, the Orderer has implemented and has applied a sustainable development strategy;
- b) The Orderer has the right to audit the Contractor for compliance with the standards and relevant aspects of the strategy as in point a) above at any time during working hours. However, the Orderer is obliged to notify the Supplier of this audit no later than 5 (five) working days prior to the scheduled date of the audit.

10. Termination of Order

The Order may be terminated in one of the following ways:

- a) the Orderer may cancel the Order and return the goods within 7 (seven) days from the date of delivery at no additional cost, provided that the goods have not been used and remain in their original packaging.
- b) by mutual agreement of the Parties in writing
- c) due to violation of the terms of the Order by one of the Parties, which cannot be rectified within 10 (ten) working days after notification of the occurrence of the event of default sent by the other Party;

Termination of the Order for any reason mentioned herein shall not affect the rights of the Parties arising from the other Party's breach of the Terms and Conditions that occurred prior to the date of termination;

The Contractor shall be responsible for the Orderer damages resulting from the termination of the Order for reasons attributable to the Contractor.

11. Liability

- a) The Contractor shall release and indemnify the Contracting Officer from and against all liability, losses, claims, damages, judgments, awards, costs and fees, including but not limited to legitimate attorneys' fees, resulting from claims by Third Parties arising out of the Contractor's negligence or omission;
- b) The Contractor's liability shall cease with the warranty referred to in §8.

12. Consequential damages

Notwithstanding the contrary provisions of the Order, none of the Parties shall be liable to the other for any consequential damages, except for that the Orderer shall be entitled to retrieve them if they result from or are related to:

- (i) the Contractor's gross negligence or intentional fault;
- (ii) violation by the Contractor of all applicable permits or applicable regulations; or;
- (iii) third party claims asserted against the Orderer as a result of any act, omission or violation of the Contractor or any of its subcontractors.

Consequential damages within the meaning of this provision shall include any indirect, incidental, penal, consequential or exemplary damages and shall include a Party's loss of actual or forecast profits or revenues, loss due to downtime, non-operation or increased operating costs, increased cost of construction, no possibility of use, capital cost or damage or loss of property or equipment.

13. Penalties and liquidated damages

- a) In case of delay in delivery of goods and/or performance of service, the Orderer shall have the right to charge the Contractor contractual penalties damages in the amount of 1% of the value of the goods not delivered and/or the price of the service by the agreed date for each week of delay, but not more than 10% of the price of the Order;
- b) In the case that the delay in the delivery of the goods and/or the performance of the service exceeds by 14 (fourteen) calendar days the deadline agreed upon in the Order, the Orderer shall have the right to withdraw from the Contract in whole or in part and demand the return

of the price paid without any obligation to pay any costs or compensation to the Contractor.

- c) The right to charge contractual penalties does not exclude the Orderer's right to seek compensation from the Contractor for default of making order or inadequate execution of an Order on general terms, including liquidated damages.

14. Governing Law

- a) The execution of the Order shall be subject to Polish law, in particular the Civil Code, if applicable.
- b) Any disputes arising between the Orderer and the Contractor relating to the Contract and/or these Terms and Conditions shall be settled by the court having jurisdiction over the Orderer's registered office.

15. Business confidentiality

Any information regarding Supplier's business that is not publicly known is confidential and will be treated as a trade secret. The Parties agree that they shall not disclose confidential information to Third Parties or use it for any purpose other than the direct fulfillment of the obligations of the Order.

16. Force Majeure

The following circumstances will be considered cases of exemption if they prevent or significantly hamper the execution of the Order or the transportation of the Equipment to the place of delivery, including among others: strikes, lockouts, work stoppages, sanctions, currency restrictions, terrorism, uprising, blockade, quarantine, fire, freezing, traffic obstruction, marine accident or other circumstances beyond the control of the Parties. The affected Party shall notify the other Party as soon as possible, however, not later than 5 (five) working days after having been informed of the Force Majeure event, and of its [affected Party] claim for compensation.

17. Personal data protection

In relation to the execution of the Order, the Orderer shall gain access to the Contractor's personal data and/or the Contractor's administrated data. Accordingly, the Orderer becomes the Controller of the personal data and the Processor of such data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free flow of such data and repealing Directive 95/46/EC (General Data Protection Regulation). Personal data are processed by the Orderer in accordance with applicable laws, in particular the General Data Protection Regulation and the Polish Personal Data Protection Act of May 10, 2018. Detailed data processing rules are available at www.protea.pl

18. Other terms and conditions

All other terms and conditions shall be agreed upon and concluded by both Parties in writing.