

**GTC (General terms and conditions)**

**REMONTOWA CLIMAREM Sp. z o.o. with its registered office in Gdynia**

Issue I, June 2023

- 1. General provisions**
  - I. The following GTC together with the Annexes are binding on the Parties in the event that the Ordering Party purchases Goods / Services.
  - II. The GTC form an integral part of the Purchase Order / Contract under which the Ordering Party purchases the Goods or Services.
  - III. The purchase of Goods / Services is subject to the terms and conditions contained in the Purchase Order / Contract and the terms and conditions contained in the GTC, with the terms and conditions contained in the Purchase Order / Contract prevailing.
  - IV. The general terms and conditions of sale or service of the Supplier / Contractor are not binding on the Ordering Party.
- 2. Definitions**
  - I. The Ordering Party means REMONTOWA CLIMAREM Sp. z o.o., with its registered office in Gdynia (81-061), ul. Hutnicza 4, entered into the register of entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, 8th Economic Division of the National Court Register, under KRS number: 0001026490, registered under the tax identification number (NIP): 9581733110 and having the business identification number (REGON): 524839406, with share capital of PLN 350,000.
  - II. The Supplier / Contractor is understood to mean the entity with whom the Ordering Party has effectively ordered the supply of the Goods / Service and who has undertaken to supply the Goods / Service.
  - III. Parties/Party means the Ordering Party and the Supplier / Contractor of the Goods / Services.
  - IV. A Subcontractor is understood to be an entity with whom the Supplier / Contractor has entered into a contract for the provision of Services / supply of Goods covered by the Purchase Order / Contract.
  - V. The Service is understood to mean all works carried out under the Purchase Order / Contract.
  - VI. Goods are understood to mean materials, equipment, equipment parts, components, prefabricated components, installations, documentation and other items covered by the Purchase Order / Contract.
  - VII. The Purchase Order / Contract is understood to be a set of documents setting out the mutual rights and obligations, technical, financial and legal conditions for the delivery of the Goods / performance of the Service that are the subject of the Purchase Order / Contract.
- 3. Representatives of the Parties**
  - I. Each Party acts through its representatives as established in the Purchase Order / Contract.
  - II. The Supplier / Contractor warrants that the Supplier's / Contractor's employees are competent and qualified to perform the duties for which they have been engaged in connection with the
- III.** performance of the Purchase Order / Contract to the Ordering Party.
  - I. The Ordering Party reserves the right to withdraw from the Purchase Order / Contract in the event of reasonable concerns about the Supplier's / Contractor's compliance with the concluded Purchase Order / Contract.
- 4. Delivery of Goods / Services**
  - I. The Parties are obliged to perform their obligations in such a way as to ensure correct and timely delivery of the Goods / Services. In performing their obligations, the Parties are obliged to comply with generally applicable laws and standards.
  - II. The delivery of the Goods / Services takes place on the basis of the received: invitation to tender, final offer, Purchase Order / Contract, technical documentation, specifications and other documents resulting from the specifics of the Delivery / Service performance.
  - III. The Supplier / Contractor provides supervisory staff and manpower with the appropriate qualifications under the terms of the Purchase Order / Contract. The aforementioned employees are employed by the Supplier / Contractor in accordance with the applicable regulations.
  - IV. The Supplier / Contractor provide appropriate equipment, materials and facilities necessary for the Supply / Service, unless otherwise agreed by the Parties in the Contract.
  - V. The Supplier / Contractor Supplies / performs the Service in accordance with the latest technical knowledge guaranteeing the highest quality of the delivered Goods / Services.
  - VI. The Supplier / Contractor notifies the Ordering Party in writing within 3 days of the date on which the need for additional works is identified. The execution of additional works will take place on the basis of the Ordering Party's consent and an addendum to the Purchase Order / Contract.
  - VII. The Supplier / Contractor is not entitled to additional remuneration for work carried out without the Ordering Party's consent and without a written addendum. For the avoidance of any doubt, the above provision referred to in the preceding sentence is to be interpreted as a release of debt.
  - VIII. The Ordering Party reserves the right to monitor the progress of the Purchase Order / Contract process and quality control.
  - IX. Goods are delivered by the Supplier under the terms of the DDP to the place indicated in the Purchase Order / Contract according to INCOTERMS 2010.
  - X. All costs arising from the insurance of the Goods, their transport, loss and damage are borne by the Supplier.
  - XI. In the case of the delivery of imported Goods, the Supplier is responsible for fulfilling all legal requirements, in particular the payment of VAT, customs and other import-related costs.
  - XII. All Goods must be accompanied by a set of documents by the Supplier in accordance with the provisions of the Purchase Order / Contract.
  - XIII. In the event that a complete set of documents is missing or not marked in accordance with the provisions of the Contract / Purchase Order, the

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District Court Gdańsk-Północ, 8th Commercial Division, KRS: 0001026490, NIP: 9581733110  
REGON: 524839406, Share capital: PLN 4,350,000.0 paid in full, e-mail: office@rc.rh.pl

- Ordering Party may refuse to accept the delivery of the Goods.
- XIV. In the event of non-compliance with the contents of the Purchase Order / Contract within the delivery of the Goods / the performance of the Service, the Ordering Party has the right, at its option and on the basis of a complaint report, to:
- totally refuse the acceptance of Goods / object of the Service
  - return the Goods / object of the Service in the event of non-conformity with the Purchase Order / Contract after acceptance
  - reduction of the price of the Goods / Services in the event of non-compliance with the Purchase Order / Contract, and in particular in the event of reduced quality and suitability for the purposes of the Ordering Party.
- XV. The Supplier / Contractor is obliged to quote the Purchase Order / Contract number on any VAT invoice issued and other documents and correspondence sent to the Ordering Party.
- 5. Subcontractors**
- The Contractor / Supplier is fully responsible for the acts and omissions of any Subcontractor, further subcontractors, their agents or employees as if they were the acts or omissions of the Contractor / Supplier.
- 6. Deadlines for the execution of the object of the Purchase Order / Contract**
- The deadlines for Deliveries / Services are specified in the Purchase Order / Contract.
  - A change in the delivery or work completion dates requires mutual agreement confirmed by an addendum to the Purchase Order / Contract.
- 7. Payment**
- Settlement of the completed work/delivery, or part thereof, is based on invoices and attached partial/final acceptance reports of the works/deliveries or a WZ/CMR document, signed by representatives of the Ordering Party.
  - An acceptance report or a WZ/CMR document in which defects or faults are found cannot form the basis for an invoice from the Supplier / Contractor.
  - The deadline for payment is specified in the Purchase Order / Contract.
  - A VAT invoice and a correction invoice not issued in accordance with the applicable regulations, the Purchase Order / Contract results in a delay in payment through the fault of the Supplier / Contractor until a correctly drafted invoice is sent. Such delay does not give rise to any interest being charged to the Ordering Party in respect thereof.
- 8. Insurance**
- The Supplier / Contractor is obliged, at its expense, provide insurance cover and ensure continuity of insurance depending on the type and nature of the Purchase Order / Contract.
  - The need for insurance, its scope and conditions are set out in the Purchase Order / Contract.
- 9. Amendments to the Purchase Order / Contract**
- The Ordering Party has the right to request amendments to the Purchase Order / Contract.
  - Changes to the Purchase Order / Contract require an addendum to the Purchase Order / Contract.
- Amendments due to reasons on the part of the Supplier / Contractor do not entitle the Supplier / Contractor to demand a change in remuneration and completion deadlines.
  - If the need for amendments is caused by changes in laws or decisions of public authorities issued after the effective placing of the Purchase Order / concluding of the Contract, either Party may request an amendment to the terms in the Purchase Order / Contract.
- 10. Control by the Ordering Party**
- The Ordering Party has the right to control the status of the Purchase Order / Contract at any and all stages of its execution. Such control does not relieve the Supplier / Contractor of any of its obligations and does not exclude its liability.
  - Controls, trials and tests may take place at the Supplier / Contractor or at its Sub-suppliers / Subcontractors in locations where all or part of the subject matter of the Purchase Order / Delivery is carried out.
  - The Supplier / Contractor is obliged, at the request of the Ordering Party, make available to the Ordering Party for control, free of charge, the locations where the subject matter of the Purchase Order / Contract is performed, the qualifications of the persons involved in the performance of the subject matter of the Purchase Order / Contract, the components of the subject matter of the Purchase Order / Contract, as well as all documentation related to the subject matter of the Purchase Order / Contract.
  - The Ordering Party has the right to require the Supplier / Contractor to carry out additional controls, tests and trials. In the event of a negative result of the control, test or trial carried out, the costs of carrying them out is borne by the Supplier / Contractor.
- 11. Acceptance of the subject matter of the Purchase Order / Contract**
- The Ordering Party will carry out partial acceptance and final acceptance of the Service / Delivery in accordance with the Purchase Order / Contract.
  - Notification of partial acceptance and final acceptance will be made in accordance with the provisions of the Purchase Order / Contract.
  - From the acceptance activities, the Parties are obliged to draw up:
    - in the case of acceptance of services, an acceptance report,
    - in the case of acceptance of delivery, confirmation of the WZ/CMR and, in justified cases, also the acceptance report of the Ordering Party's Quality Control.
  - If, in the course of acceptance of the subject matter of the Purchase Order / Contract, the Ordering Party finds that it has not been performed in accordance with the terms of the Purchase Order / Contract, the Ordering Party has the right to refuse to accept it.
- 12. OHS and environmental protection**
- When performing the subject matter of the Purchase Order / Service, with regard to environmental protection, the Supplier / Contractor is obliged to comply with the provisions of Polish law, local laws, rules, regulations, ordinances, decrees, permits, requirements contained in permits, licences and

other legal requirements concerning OHS and environmental protection regulations.

**13. Author's supervision**

- I. Where the Supplier / Contractor is responsible for the execution/delivery of the design documentation, then the Supplier / Contractor is obliged to provide author's supervision of the Services / Deliveries performed on the basis of this documentation. The Supplier / Contractor bears the costs of author's supervision, unless otherwise stated in the Purchase Order / Contract.

**14. Conditions for withdrawal from the Purchase Order / Contract**

- I. The Ordering Party has the right to withdraw from the Purchase Order / Contract at its own discretion in whole or in part if the Supplier / Contractor fails to remedy the gross negligence in the performance of the provisions of the Purchase Order / Contract within 7 days of receiving written notification from the Ordering Party. The Ordering Party has the right to exercise its right to withdraw from the Purchase Order / Contract within 90 days of becoming aware of the gross negligence.
- II. Gross negligence on the part of the Supplier / Contractor occurs when:
  - a. The Supplier / Contractor is performing the Purchase Order / Contract in breach of the law, administrative decisions, permits, agreements and others,
  - b. The Supplier / Contractor, through its own fault, causes delays in the performance of the Service / Delivery of 7 days or more in relation to the date agreed in the Purchase Order / Contract for completion of the Service / Delivery,
  - c. The Supplier / Contractor has transferred the Purchase Order / Contract to a third party in breach of the terms of the Purchase Order / Contract.
- III. The Supplier / Contractor has the right to withdraw from the Purchase Order / Contract when:
  - a. bankruptcy or liquidation of the Ordering Party is declared, which does not deprive of or limit the rights that the Supplier / Contractor has acquired under the Purchase Order / Contract.

**15. Contractual penalties**

- I. Unless otherwise stated in the Purchase Order / Contract, the Ordering Party has the right to charge the Supplier / Contractor contractual penalties for the following reasons:
  - a. for delay in the release or delivery of the Goods / Services in the amount of 0.3% of the gross remuneration provided for in the Purchase Order / Contract for each day of delay,
  - b. for failure to provide the Ordering Party with the documents required under the Purchase Order / Contract within the contractual deadline, including in particular the quality documentation and reports referred to in the Purchase Order / Contract – in the amount of PLN 500.00 for each case found,
  - c. for delay in proceeding with the removal and/or rectification of failures, defects or faults identified at the time of acceptance or during the period of quality guarantee or warranty for defects – in the amount of 0.3% of the gross remuneration provided for in the Purchase Order / Contract for each day of delay,

calculated from the day set for the removal of failures, defects or faults.

- II. Irrespective of the contractual penalties stipulated in paragraph I above, the Ordering Party has the right to assert further claims for damages on general terms.
- III. The limit of the contractual penalties referred to in paragraph I above is 30% of the gross remuneration provided for in the Purchase Order / Contract.

**16. Guarantees and Warranties**

- I. The Supplier / Contractor guarantees that the Goods / Services comply with the technical specifications, quality standards and other requirements and that they meet the requirements set out in the Purchase Order / Contract. The Supplier / Contractor guarantees that the Goods/Services comply with applicable laws and will be performed with due diligence as well as in a professional manner in accordance with industry standards and requirements.
- II. The Supplier / Contractor guarantees that the Goods / Services are free from defects at the time of delivery and during the guarantee period. The Supplier / Contractor is liable for any defects in the Goods / Services, such as defects in design and construction (unless the Ordering Party is responsible for the design and construction), materials and workmanship. In addition, the Supplier guarantees full title to the Goods and that the Goods are free from any securities, pledges or encumbrances.
- III. The Supplier / Contractor provides the Ordering Party with a 24-month guarantee on the Goods / Services, calculated from the final acceptance of the Goods / Services.
- IV. Notwithstanding the rights under the guarantee, the Ordering Party has the rights under the warranty.

**17. Force majeure**

- I. Force majeure is an external event occurring irrespective of the Parties' will, which is unforeseeable to the Parties and which makes it impossible to perform the subject matter of the Purchase Order / Contract in whole or in part, either permanently or for a certain period of time.
- II. The Force majeure is considered to be:
  - a. war, terrorist act, act of mobilisation, armed insurrection, rebellion, revolution, military coup, civil upheaval, civil war, acts of sabotage, etc.,
  - b. natural disasters, including: flood, fire, drought, hurricane, lightning, etc.,
  - c. general strikes (except strikes at the Parties) or other social unrest, including public demonstrations.
- III. In the event of the occurrence of Force majeure, the Parties immediately, within 5 days, notify each other in writing of its occurrence, its anticipated duration, the anticipated effects on the performance of the provisions of the Purchase Order / Contract and the cessation of the foregoing.

**18. Ownership**

- I. Transfer of ownership by the Supplier / Contractor to the Ordering Party:
  - a. Goods, including those created as part of the Service provided,
  - b. the whole or part of the building, installation, device, apparatus, and equipment, apparatus,

prefabricated components, components and materials supplied under the Purchase Order / Contract,

- takes place, respectively, when the Parties sign the final acceptance report or confirm the WZ / CMR document of the subject matter of the Purchase Order / Contract and after the Ordering Party has made payment.

**19. Confidentiality of information**

- I. The Parties undertake to keep confidential any information obtained from the other Party in the form of: verbal, written, on an electronic medium, by e-mail or otherwise, and relating to the provisions contained in the Purchase Order / Contract.
- II. Disclosure of a secret by one Party is permitted only with the consent of the other Party.
- III. The Parties agree that all information is confidential unless otherwise agreed by the Parties.
- IV. The Parties are responsible for the confidentiality of information by their employees, representatives and associates.
- V. The Parties are obliged to maintain the confidentiality of information acquired during the execution of the subject matter of the Purchase Order / Contract for a period of 5 years from the termination of the Purchase Order / Contract between the Parties.
- VI. Without the consent of the other Party, confidential information is subject to disclosure upon request by a court, public prosecutor's office or other authorised public authorities, brought in accordance with applicable legislation.
- VII. If the Parties have signed a "Non-Disclosure Agreement", the provisions of the aforementioned agreement prevail over the GTC.

**20. Copyright in Works**

- I. The Supplier / Contractor guarantees that all Works prepared, used or made available for use by the Ordering Party in connection with the performance of the Purchase Order / Contract are free from legal defects and do not infringe copyright, patent and trademark rights or other rights of third parties.
- II. The Supplier / Contractor undertakes:
  - a. to indemnify the Ordering Party against all liabilities arising in connection with third party claims for infringement of rights to the Works,
  - b. to reimburse the Ordering Party for any sums paid by the Ordering Party in respect of the claims referred to in item (a) of this paragraph,
- III. Upon the Ordering Party's acceptance of the Works and payment of the Remuneration, the Ordering Party, within the framework of the Remuneration paid, unconditionally and without restriction acquires all of the economic copyright in the Works indicated in the Contract, together with the right to exercise related rights.
- IV. The transfer of copyrights results in the transfer to the Ordering Party of the ownership of the medium on which the Work, development or collection fulfilling the characteristics of the Work has been recorded.
- V. Unless otherwise stipulated in the Contract, the transfer of the entire economic copyright in the Works takes place in all fields of exploitation known or disclosed at the date of transfer to the Ordering

Party of the economic copyright in the Works, including in particular the following fields of exploitation:

- a. use, alteration, addition, modification, disassembly, compilation, and deriving any benefit or other advantage therefrom;
- b. to use in whole or in part and to make any changes, regardless of the extent, form, manner (means) in which they are made and their purpose, and derive any benefit or other advantage therefrom;
- c. to fix, reproduce, create new copies, irrespective of the extent, form and manner (means), including by printing, magnetic recording and digital techniques, for any purpose of the reproduction concerned and to derive any benefit or other advantage therefrom;
- d. to dispose of the original or a changed version, including by placing it on the market and making it available for use to any extent and on any legal basis, and to derive any benefit or other advantage therefrom;
- e. to disseminate by means other than those referred to in item (d), for example by public performance, exhibition, display, reproduction, broadcasting and re-broadcasting, as well as by placing and making available to the public over any information technology network and the Internet in such a way that members of the public may access it from a place and at a time individually chosen by them and derive any benefit or advantage therefrom.
- f. to dispose of the author's economic rights to the Work to any extent and on any legal basis and to derive any profits or other benefits from it

**21. Personal data protection**

- I. The Parties are obliged to process personal data in accordance with 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 movement of such data and repealing Directive 95/46/EC, and in accordance with the Act of 10 May 2018 on the protection of personal data (Journal of Laws 2018, item 1000).
- II. The information clause concerning the processing of personal data by the Ordering Party is posted on the Ordering Party's website.

**22. Assignment of claims**

- I. Assignment by the Supplier / Contractor of claims under the Purchase Order / Contract to third parties without the Ordering Party's consent is not permitted.

**23. Dispute resolution**

- I. The GTC are governed by Polish law.
- II. The Supplier / Contractor and the Ordering Party declare that they will use their best endeavours to resolve any disputes that may arise during the execution of the Contract amicably.
- III. Should it not be possible to resolve a dispute amicably, disputes arising from the Contract are settled by the court having jurisdiction, under Polish law, over the registered office of the Ordering Party.