

**General conditions for purchasing and contracting services and construction works****ARTICLE 1. SCOPE OF APPLICATION**

- 1.1 The purpose of these General conditions for purchasing and contracting services and construction works is to define the conditions under which:
- The Company shall purchase from the Supplier units, equipment, products, etc., specified in each case in the detailed terms of contract;
  - The Company shall contract the Contractor to perform the services, construction works, etc., specified in each case in the detailed terms and conditions of the contract.
- 1.2 Whenever referred to in these terms and conditions:
- GTC – shall mean these "General terms and conditions of purchasing and ordering services and construction works"
  - Company – means a Company of the Veolia Group
  - Supplier – shall mean a natural person, legal person or an entity without legal personality, which shall supply the Company with units, equipment, products, etc.
  - Contractor – shall mean a natural person, legal person or an entity without legal personality, who shall perform a service or works for the Company
  - delivery – shall mean an acquisition of property, rights and other goods, in particular on the basis of sale or delivery contract
  - construction works – shall mean the performance or design and performance of construction works within the meaning of the Act of 7 July 1994 – Construction Law (Journal of Laws of 2006 No. 156, item 1118), as well as construction of a civil structure within the meaning of the Act of 7 July 1994 – Construction Law,
  - services – shall mean any services, the object of which is not construction works or deliveries.

**ARTICLE 2. OBLIGATIONS OF THE SUPPLIER-CONTRACTOR**

- 2.1 The Supplier-Contractor represents that it:
- has the right to perform the activities or actions specified in the contract if the generally applicable law imposes the obligation to possess such rights;
  - has the necessary knowledge and experience as well as the technical potential and human resources capable of performing the contract;
  - is in an economic and financial position to perform the contract
  - is not in liquidation, bankruptcy or reorganization proceedings
  - is not in arrears with payment of taxes, fees, or premiums for social or health insurance and shall provide appropriate certificates to confirm the above.
- 2.2 The Supplier-Contractor shall:
- implement progress and development plans necessary to achieve the Company's objectives, in particular with regard to cost rationalization and optimization,
  - make every effort to respond as quickly as possible to the Company's request, and in particular to identify and deploy the human and material resources necessary for the reliable performance of the contract,
  - notify the Company immediately of any difficulties of whatever nature it may encounter in the performance of its obligations so as to enable the Company to take measures appropriate to the circumstances in order to minimise the resulting damage
  - not assign, transfer, or subcontract all or any part of its rights and obligations under the contract without the prior written consent of the Company.
- 2.3 If the subject of the contract is a delivery, the Supplier shall:
- deliver the units and/or equipment and/or products within the established time frame, accompanied by appropriate technical documentation in Polish, in accordance with the provisions of the contract in terms of quantity, quality, specifications and in general – to guarantee that—the delivered units and/or equipment and/or products correspond to the purpose for which they were purchased
  - Provide the Company with all safety documents pertaining to such facilities and/or equipment and/or products that it distributes.
- 2.4 If the subject of the contract is the performance of services or construction works, the Contractor shall:
- perform the contract within the established time frame in accordance with the provisions of the contract, in terms of quantity, quality, specifications and in compliance with the standards and legal regulations applicable in Poland.

**ARTICLE 3. ORDER – CONCLUSION OF CONTRACT**

- 3.1. The company shall place orders in writing or electronically (letter, fax, e-mail, etc.).
- 3.2. In the case of delivery, the order shall specify in particular;
- name of the goods – symbol
  - goods quantity
  - desired completion date
  - delivery address:
  - exact name, address and contact details of the Contracting Authority
  - price, if agreed upon, or the basis for its calculation
- 3.3. If no other time limit has been specified in the Company's contract or the Supplier's offer, the reply shall be given within 30 days when it concerns conclusion of a long-term contract and a contract for sale of imported goods, and within 14 days – in other cases.
- 3.4. In the case of contracting the performance of services or construction works, the order shall specify, in particular
- type of commissioned service or work
  - desired completion date
  - performance location
  - price, if agreed upon, or the basis for its calculation
- 3.5. The contract shall be made in writing, either in the form of a document signed by both parties, or by written acknowledgement of the acceptance of the contract or offer of the Supplier-Contractor, made in writing.
- 3.6. In urgent cases the contract may be concluded orally, by phone, telegraph or telex, if at least one of the parties confirms it in writing by a letter sent within 3 days, or if the Supplier delivers the goods on that date at the latest, and the Contractor commences the performance of works or services on that date at the latest, which shall be confirmed by a report of receipt of services/goods
- 3.7. Contracts should include provisions necessary to adequately protect the interests of the parties.
- 3.8. In particular, the delivery contract shall specify:
- type of goods, precise identification (symbol) and quantity
  - goods quality,
  - packaging and labelling
  - unit price and total price,
  - date of invoice, date and method of payment
  - method and date of delivery
  - manner of quantitative and qualitative acceptance of goods and the principles of complaint submission
  - principles of liability for non-performance or undue performance of the contract
  - principles of responsibility for the quality of the delivered goods, including guarantee and statutory warranty provisions, if any, regarding the possibility of partial deliveries.
- A multi-year contract should establish, in particular, the type and quantity of goods to be delivered in each calendar year and the extent, mode and time limits within which amendments and additions may be made to the contract.
- 3.9. The contract for the provision of services (including maintenance works) or construction works shall specify in particular:
- scope of services or construction works contracted,
  - place of performance including the boundaries of the work area,
  - completion date,
  - price,
  - date of invoice, date and method of payment
  - name and telephone number of the person on the Contractor's part responsible for conducting the work while it is being performed,
  - name and telephone number of the person on the part of the Contracting Authority to be informed of any work accidents, near misses, and hazards that occurred during the work,
  - required professional qualifications for the works in question (e.g. group 1, 2 or 3 energy authorisations),
  - internal requirements applicable in the Company and binding for the Contractor,
  - arrangements for providing sanitary facilities, locker rooms and eating areas for employees/subcontractors,
  - principles of works acceptance,
  - principles of liability for non-performance or undue performance of services or construction works,
  - principles of responsibility for the quality of performed services or works, including guarantee and statutory warranty.

**ARTICLE 4. PRICES, INVOICING AND PAYMENT**

- 4.1 The parties agree that the negotiated prices shall be net prices, unchangeable throughout the duration of the contract and not subject to indexation, unless the parties agree otherwise.

- 4.2 Invoices shall be issued by the Supplier after completion of delivery, in accordance with the principles set forth in the contract, and by the Contractor – after acceptance of the service or construction work. Payment shall be made by wire transfer to the Supplier-Contractor's account within thirty (30) days from the date of receipt by the Company of the invoice, except that if the Supplier-Contractor uses the services of a Subcontractor to perform the contract, payment shall be made upon presentation by the Supplier-Contractor of proof of payment of the remuneration due to the Subcontractor.
- 4.3 Invoices shall be issued separately for each contract unless the Company agrees to a consolidated invoice. The costs of invoicing shall be borne by the Supplier-Contractor.

**ARTICLE 5. SHIPPING – DELIVERY**

- 5.1 Where delivery is the subject of a contract, unless otherwise agreed by the parties, delivery to the location indicated in the contract shall be completed at the Supplier's expense and risk and packaging costs shall be included in the price. Partial deliveries may not be made without prior approval of the Company. Transport, loading and unloading must be performed in accordance with applicable laws and regulations.
- 5.2 When dispatching goods, the Supplier shall give notice to the Company in such a manner that the notice reaches the Company before the shipment arrives. The notice must refer to the contract (order) or, if applicable, to an additional instruction, state the address to which the goods were shipped and the date of shipment, as well as data on the quantity and type of goods shipped. The obligation referred to above does not apply to shipments by post.
- 5.3 Unless otherwise agreed by the parties, the goods sent by the Supplier by its own means of transport shall be delivered to the location stated in the contract during the Company's business hours and the Supplier shall notify the Company of the day on which the goods are to be delivered so that the Company is notified at least 2 business days before delivery.
- 5.4 The supplier shall deliver the goods in packaging conforming to Polish Standards, and if those standards do not specify packaging and it is not specified in the contract – in packaging conforming to the properties of the goods and the means of transport to be used. There is no obligation to deliver the goods in packaging, if this obligation does not result from the Polish Standard or from the provisions of the transport law, and according to the existing custom the goods are delivered without packing or the parties so agree in the contract.

**ARTICLE 6. TRANSFER OF OWNERSHIP**

Transfer of ownership of the subject matter of the contract shall take place upon acceptance, unless otherwise provided for in the contract. The transfer of ownership shall be made irrespective of the transfer of risks associated with the performance of the subject of the contract remaining with the Supplier / Contractor.

**ARTICLE 7. RESPONSIBILITY**

The Supplier / Contractor shall be fully and exclusively liable to the Company for any and all damages resulting from non-performance or undue performance of the contract (contract), including the actions of persons with the assistance of whom the contract (order) is performed, including persons to whom the performance of the contract (order) is entrusted.

**ARTICLE 8. INSURANCES**

- 8.1 The Supplier-Contractor shall procure the insurance policy necessary to cover the risks and liabilities incurred in the performance of the contract and shall ensure that it remains valid throughout the period of performance of the obligations.
- 8.2 The Supplier-Contractor shall provide the Company with proof of insurance in the form of the policies referred to above.
- 8.3 In case of improper or insufficient policy or incompatibility of the purchased policy with the scope of the contract being performed, the Supplier-Contractor shall bear all financial consequences of such failure.
- 8.4 It is the responsibility of the Supplier-Contractor to pursue compensation from the insurance company. The company must send the necessary documents for this purpose within 5 days of receiving the request. The proceedings necessary for securing the right to indemnity and for effective assertion of rights by the insurance company against third parties responsible for the loss shall be conducted jointly by the parties.

**ARTICLE 9. GUARANTEE, STATUTORY WARRANTY**

- 9.1 The Supplier-Contractor shall be liable to the Company if the subject of the contract has a defect reducing its value or usefulness for the purpose specified in the contract or resulting from the circumstances

or from its intended use if it does not have the properties, the existence of which was assured to the Company or if it was delivered to the Company in an incomplete state (statutory warranty for physical defects).

- 9.2 The Supplier-Contractor is liable to the Company if the subject matter of the contract is the property of a third party or is encumbered with a right in favour of a third party (statutory warranty for legal defects).
- 9.3 If the subject of the contract is a delivery, the equipment and/or facilities and/or products at all points must comply with the Company's contract specifications and applicable laws. The Supplier guarantees that the units and/or equipment and/or products, at the time of delivery, are of good quality, have the properties normally accepted in trade or resulting from the intended use of the goods, in particular the properties specified in the Polish Standards, or in special regulations, and are free from any defects. The Supplier shall guarantee the proper operation of the facilities and/or equipment and/or products it supplies. The parties may stipulate in the contract that the properties of the goods shall exceed the level of requirements set out in the standard or in special regulations.
- 9.4 All units and/or equipment and/or products contracted by the Company shall be covered by a guarantee by the Supplier for a period of at least 2 years from the date of-Acceptance.
- 9.5 Goods with defects referred to in sections 1 and 2 above may be sent back to the Supplier who shall bear all related costs and risks.
- 9.6 The Supplier shall be obliged to deliver new units and/or equipment and/or products free of defects within the period specified in the detailed terms and conditions of contract.
- 9.7 If the subject matter of the contract includes services or construction works, the Contractor shall guarantee that they shall be performed in accordance with the specifications of the Company's order, in compliance with Polish Standards and applicable laws. The Contractor shall guarantee the proper operation of the facilities and/or equipment and/or products it supplies and/or installs. The parties may stipulate in the contract that the quality of the services or construction works performed shall exceed the level of requirements specified in standards or special regulations.
- 9.8 In the detailed terms of contract specified in the contract, the Parties may not exclude or limit liability under the statutory warranty provided for in the Civil Code.

**ARTICLE 10. FORCE MAJEURE**

- 10.1 Neither party shall be liable for failure or delay in performing its obligations if caused by force majeure.
- 10.2 Force majeure shall be deemed to be an exceptional situation or event that could not have been foreseen at the time of concluding the contract with due diligence, or an event that is independent of the shall of the parties, which prevents either party from fulfilling its obligations under the contract concluded between the parties. Force majeure is not the result of error or negligence on the part of any party (or on the part of its subcontractors, sub-subcontractors, employees, or associates) and is insurmountable despite best efforts. A contractual party affected by force majeure must immediately inform the other contractual party of the situation, the nature of the problem, the expected duration and the anticipated consequences, as well as take measures to minimise the anticipated damage.
- 10.3 Strikes or civil unrest of the Supplier-Contractor's employees (including leased employees) as well as financial difficulties, including lack of financial liquidity of either party shall not be considered as force majeure.
- 10.4 In case of force majeure, the obligations of the parties shall be suspended for the entire duration of the force majeure. These obligations shall be resumed as soon as the force majeure ceases. In case of force majeure lasting more than fifteen (15) days, the Company shall be entitled to notify the Supplier-Contractor by registered letter with return receipt of delivery of the immediate termination of the concluded contract, without the possibility of any claim by the other party.

**ARTICLE 11. RESERVATION OF INDUSTRIAL PROPERTY RIGHTS**

- 11.1 The methods invented and used by the Company and its know-how are and shall remain the exclusive property of the Company. The Supplier-Contractor agrees not to provide any information about these methods and know-how to any third party.
- 11.2 The reproduction or use by the Supplier-Contractor of information provided by the Company (data, files, documents or information of any kind) for purposes other than for the performance of the contract, without the prior consent of the Company, is prohibited.
- 11.3 In case the Supplier-Contractor intends to use the brand or logo of the Company, permission to use shall be subject to Company's prior written approval. Such approval shall be given on a case-by-case basis.

Conversely, if the Company intends to use the brand or logo of the Supplier-Contractor, permission to use shall be subject to prior written approval by the Supplier-Contractor.

- 11.4 In the event that the Supplier-Contractor, in the course of performance of the contract, infringes on the rights of third parties in respect of copyright and related rights or industrial property rights, it shall be fully liable to such third parties for infringement of such rights and shall be fully responsible for damages incurred by the Company on this account.

#### **ARTICLE 12. TERMINATION**

- 12.1. The contract may be terminated by agreement of the parties without either party being entitled to compensation.
- 12.2. The contracting parties have the right to terminate the contract at the notice provided for in the contract and to withdraw from the contract in cases provided for in the contract or provisions of the Civil Code.
- 12.3. The company shall have the right to terminate the contract without notice if the Supplier-Contractor fails to perform its obligations under the concluded contract or persistently violates it. The termination may take place if, despite a request to perform or abandon violations sent by registered mail, the Supplier-Contractor does not comply with the request within 7 days from sending the request. In such case the Company shall be able – after termination of the contract – to perform the contract with the help of a third party – at the expense of the Supplier-Contractor.
- 12.4. The application of the solutions provided for in this article shall not prevent the Company's right to claim possible damages following the general principles provided for in the Civil Code.

#### **ARTICLE 13. FINAL PROVISIONS, APPLICABLE LAW AND JURISDICTION**

- 13.1. The parties agree that the detailed terms and conditions take precedence over these GTC.
- 13.2. The parties mutually agree that Polish law shall apply to all matters arising from the performance of the contracts concluded between them.
- 13.3. Any disputes arising from the contracts concluded between the parties shall be subject to the court having jurisdiction over the registered office of the Company.