

GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES IN KAMET S.A.

- version of August 5, 2024 -

§ 1. GENERAL PROVISIONS AND SCOPE OF THE TERMS AND CONDITIONS

1. The General Terms and Conditions for Purchase of Goods and Services in Kamet S.A. apply to orders placed by the company Kamet S.A. and contracts for the sale of goods, contracts for the delivery of goods or contracts for the provision of services to the Ordering Party by an entity (entrepreneur), concluded on the basis of such orders, including application to the activities preceding the conclusion of such contracts, in particular the preparation and submission of offers.
2. Unless otherwise agreed, The General Terms and Conditions for Purchase of Goods and Services in Kamet S.A. shall apply each time in the version applicable on the date of the Agreement with the Supplier. Updated versions of GTC will be available electronically on Kamet S.A.'s website at: www.kametsa.eu.
3. Unless otherwise agreed by Kamet S.A. and the Supplier in writing, the applying of any Supplier's standard contracts to the Contracts concluded between Kamet S.A. and the Supplier is excluded.
4. The conclusion of a separate contract of sale/supply/provision of services or framework agreements excludes applying the General Terms and Conditions for Purchase of Goods and Services in Kamet S.A. only to the extent regulated otherwise therein. The General Terms and Conditions for Purchase of Goods and Services in Kamet S.A. shall apply to the extent not regulated in the aforementioned agreements.
5. Whenever in these General Terms and Conditions for Purchase of Goods and Services in Kamet S.A. the following term is capitalized or abbreviated, it shall be given the following meaning:
 - **GTC** or **General Terms and Conditions of Purchase** – means these General Terms and Conditions for Purchase of Goods and Services in Kamet S.A.;
 - **Kamet** or the **Ordering Party** – means Kamet S.A. with its registered office in Reńska Wieś, at ul. Reński Koniec 14, 47-208 Reńska Wieś, entered in the register of entrepreneurs of the National Court Register by the District Court in Opole, VIII Economic Division of the National Court Register under KRS number: 0000374967, TIN: 7491946930, share capital: PLN 1,310,320.00;
 - **Goods** – means any goods including materials, raw materials, parts, prefabricated products, products or equipment, which are the subject of an Order placed by Kamet;
 - **Services** – means all kinds of services provided to Kamet as a result of the execution of Orders placed by Kamet;
 - **Supplier** – means an entity with which Kamet has entered into an agreement for the supply or sale of Goods, or an agreement for the provision of Services to Kamet, as well as any other agreement of a similar nature;
 - **Purchase Price** – means the value expressed in monetary units that Kamet is obliged to pay to the Supplier for the Goods or Services in accordance with the Order; it is given as a net price, i.e. the price does not include value added tax, if the sale/supply of Goods/Services is subject to value added tax under the applicable law;
 - **Order** – means Kamet's statement containing an offer to conclude - respectively - a contract for the sale of Goods, or a contract for the delivery of Goods, or a contract for the provision of Services by the Supplier, on the basis of which Kamet will purchase the Goods or Services, respectively;
 - **Agreement** – an agreement - respectively - of sale, delivery or provision of Services concluded by Kamet and the Supplier as a result of acceptance of the Order by the Supplier for execution;
 - **Business Days** – days from Monday to Friday, excluding holidays in the Republic of Poland.

§ 2. ORDERS

1. Orders are placed by Kamet in writing, based on information made available by the Supplier prior to placing the Order. Oral Orders are valid provided that they are confirmed in writing by Kamet. The submission of an Order via fax or e-mail shall be considered equivalent to written form.
2. At a minimum, the order should indicate the Goods (including their quantity or number) or Service, the Purchase Price, and the date and place of delivery of the Goods/Service.
3. Any statements made by the Supplier regarding the Goods or Services prior to Kamet placing an Order (responses to Kamet's inquiries, price lists, promotional materials, etc.) shall not be considered an offer within the meaning of the Civil Code, however, Kamet placing an Order may rely on such statements and assurances, in particular regarding the quality of the Goods and Services.
4. An order placed by Kamet to the Supplier constitutes an offer to conclude an Agreement within the meaning of Article



66 of the Civil Code.

5. The Order shall be deemed accepted (accepted for execution) and the Agreement shall be deemed concluded upon delivery to Kamet of an acknowledgement of acceptance of the Order for execution from the Supplier or upon the Supplier's commencement of delivery of the Goods in question/commencement of provision of the Services in question to which the Order pertains, whichever is earlier, whereby failure to expressly reject the Order within 2 Business Days from the date of delivery to the Supplier shall also be deemed as acceptance of the Order.
6. The Order may only be accepted without reservations. All terms and conditions set forth by Supplier in its confirmation of an Order that modify, supplement or otherwise differ from the terms and conditions set forth in the Order and these GTCs shall be null and void, and shall be deemed not to have been reserved, and the Contract shall be deemed to have been entered into on the terms and conditions set forth in the Order submitted by Kamet, unless otherwise agreed by the parties in writing.
7. Kamet retains the right to change the terms of the Agreement during its execution. The Supplier shall use its best efforts to satisfy such request. The parties will mutually agree on a change in the Purchase Price, if any occurs, in connection with the amendment of the Agreement.
8. Changes to the terms of the Agreements by the Supplier after acceptance of the Order require the prior written consent of Kamet, under pain of nullity.
9. In the event that the Supplier informs Kamet about the properties of the Goods or Services and based on this information Kamet places an Order and the Supplier is unable to fulfill it due to the inability to meet the properties of the Goods/Services, the Supplier shall cover all damages (including lost profits) of Kamet related to the due to the inability to fulfill the Order (this applies in particular if, based on the Supplier's assurances about the properties of the Goods, Kamet makes an offer to its Customers).
10. In the event of an extension of the scope of the Order, upon its acceptance by the Supplier, the Supplier agrees to provide additional Goods under the commercial terms applicable to the execution of the Order in question (including but not limited to Purchase Prices, discount).
11. The Ordering Party reserves the right to return part of the subject of the Order (withdraw from the Agreement in part) and limit its scope. Any return of a part of the subject of the Order or limitation of its scope shall be made using the unit prices adopted for the execution of the Order in question. Withdrawal from the Agreement and return of part of the Order may be executed within 6 months from the date of delivery of the Goods, and a limitation of the scope of the Order during its execution by the Supplier. The above right does not apply to Orders that include Goods made on special order of Kamet, after the Supplier has proceeded to make these Goods.

§ 3. SUBJECT MATTER

1. The subject of the Agreement is the Goods sold/delivered or the Service ordered.
2. The Supplier shall perform the subject matter of the Agreement in the best quality in accordance with the contents of the Order, as well as with the applicable standards and laws.
3. The Supplier shall not be entitled to subcontract the supply of the Goods or performance of the Services to a third party without the prior written consent of the Ordering Party, under pain of nullity.
4. Together with the delivery of the purchased Goods/performance of Services, the Supplier shall provide the Ordering Party with all warranty cards, attestations, certificates, all technical documentation and other documents indicated in the Order, which documents shall confirm the performance of the subject of the Agreement in accordance with the content of the Order, as well as with the applicable standards and laws. The Supplier undertakes to ensure that these documents are up-to-date. The Supplier is also obliged to provide all documents that will allow the Goods to be introduced into the European Union market, including the Polish market, or to resell the Goods, especially on the Polish market in accordance with applicable laws and/or other documents specified in the Order.
5. Failure to perform any of the obligations referred to in sec. 4 above, shall entitle Kamet to refuse to accept delivery of the Goods/performance of Services and to withdraw from the Agreement in whole or in part (at Kamet's discretion), without setting an additional deadline, within 6 months from the agreed date of delivery of the Goods/performance of Services.
6. If, prior to the conclusion of the Agreement, the Supplier assured about certain features/ properties of the subject of the Agreement (or presented them in its marketing materials - catalogs, websites, in the information sent), unless the Order expressly indicates otherwise - the subject of the Order should meet all these features.
7. Delivered goods at the time of delivery, shall not have a shelf life of less than 1 year, counting from the start of delivery, unless the parties have mutually agreed otherwise. In the event of failure to meet the above requirement, Kamet is entitled to refuse the delivery of the Goods and to withdraw from the Agreement in whole or in part (at Kamet's discretion), without setting an additional deadline, within 6 months from the agreed date of delivery of the Goods.

8. The Supplier shall be obliged to apply the following rules for packing the Goods:
 - a. packaging should be appropriate to the weight and nature of the Goods being transported;
 - b. packaging should be properly labeled and allow identification (including quantity) of the Goods to be delivered;
 - c. the collective packaging should contain a maximum weight of 1 ton (maximum capacity of forklifts);
 - d. the packaging should have relevant handling signs: e.g. "carefully"; "do not throw", "this side up", adapted to the nature of the transported Goods;
 - e. if the delivery concerns dangerous Goods, the packaging should be in accordance with the current requirements of the ADR agreement;
 - f. if the package is returnable, this information should be placed on the package in a conspicuous place or otherwise communicated to Kamet.

§ 4. DATE AND TERMS OF DELIVERY

1. Unless otherwise specified in the Order, delivery shall be performed according to DDP /Delivered Duty Paid/ (according to Incoterms 2010) i.e. to the place indicated in the Order by Kamet. The Supplier shall ensure proper packaging and identification/labeling of the Goods, as well as transport conditions in accordance with the rules resulting from the technical data sheet (TDS) and safety data sheet (SDS).
2. The Supplier undertakes to deliver the Goods during the opening hours of the warehouse designated by Kamet. The opening hours of the warehouse (or contact to persons with whom the Supplier should establish these hours) shall be specified by Kamet in the Order.
3. Unless otherwise agreed in writing, delivery dates are the dates specified in the Order and shall mean the date of delivery of the Goods to the place of delivery indicated in the Order or the date of performance of the Service, respectively. The Supplier shall strictly comply with the deadlines of the Order.
4. Partial deliveries are permissible if so specified in the Order, or agreed in writing with the Ordering Party.
5. The deadline for delivery of the Goods/performance of the Services agreed upon in the Agreement, concluded on the basis of the Order, is final, and the Supplier shall be liable for all damages resulting from failure to meet the aforementioned deadline. The Supplier's liability shall include all losses incurred by Kamet, as well as all benefits lost by Kamet due to failure to meet the deadline for delivery of the Goods/performance of the Services.
6. Without prejudice to the obligation to meet the deadline for delivery of the Goods/Services, in the event of a threat to meet the aforementioned deadline, the Supplier is obliged to immediately inform Kamet of any circumstances that may affect the delay in delivery of the Goods/Services. The Supplier is obliged to provide in writing or in the form of an email the expected period of delay and the reasons for the delay. Failure to provide the aforementioned information or to provide information, the content of which indicates that the delivery will not be able to be carried out within the period indicated in the Order, may be the basis for withdrawal from the Agreement by the Ordering Party, without setting an additional deadline.
7. The Ordering Party reserves the right to withdraw from all or part of the Agreement not completed within the time specified in the Order, without setting an additional deadline and without the obligation to pay any compensation. At the same time, the Ordering Party reserves the right to claim compensation from the Supplier for non-performance or improper performance of the Agreement concluded on the basis of the Order, under the general rules set forth in the Civil Code, and to reimburse the costs incurred for replacement performance of the subject of the Order.
8. The unloading of the Goods shall be performed by Kamet itself, with the Supplier making the Goods available for unloading at the place designated by Kamet.
9. Kamet may refuse to accept the delivery of the Goods if it is not accompanied by a delivery document issued by the Supplier, containing the Order number, specifications of the Goods shipped, including quantity, and details of packaging, weight and place of acceptance, if indicated in the Order.
10. The Supplier shall be responsible for all damages resulting from any delay, loss or damage caused by improper labeling, improper transportation, especially not in accordance with the rules of the technical data sheet (TDS) and safety data sheet (SDS), and improper packaging or identification of shipment.
11. Delivery of the ordered Goods shall be deemed to have been made with respect to the fulfillment of the delivery terms and conditions and the transfer of the risk of accidental loss of or damage to the Goods from the Supplier to the Ordering Party at the time of the Ordering Party's defect-free documented acceptance of the object of delivery at the place agreed upon in the Agreement.
12. Upon receipt of the Goods, Kamet shall only inspect the type of Goods and the correct quantity of the Goods, and shall not be required to verify the quality of the Goods.
13. Kamet is not obliged to accept Goods delivered before the delivery date.
14. Kamet shall be entitled to return to the Supplier at its expense and risk any shipment delivered prior to the delivery date, or to charge the Supplier the appropriate costs of storage of the Goods. The risk of damage to or loss of the



Goods shall then be borne by the Supplier.

15. In the event of the Supplier's delay in performing the subject matter of the Agreement or the Supplier's failure to fulfill the obligation set forth in § 3 sec. 4, 6, 7 of the General Terms and Conditions of Purchase, the Ordering Party may exercise the right to withdraw from the Agreement, as described in these GTC, or exercise other rights set forth by law or one or more of the following rights:
 - a. demand that the Order be properly executed again, in whole or in part, within a specified period of time;
 - b. purchase the subject matter of the Agreement from another supplier at the expense and risk of the Supplier (substitute performance without the need to obtain court authorization).
16. In addition, the Ordering Party may claim compensation for non-performance or improper performance of the Agreement on the basis of generally applicable laws (also if, as a result of non-performance or improper performance of the Agreement, Kamet withdraws from the Agreement).

§ 5. QUALITY GUARANTEE AND STATUTORY WARRANTY

1. The Supplier guarantees the highest quality of the Goods or Services. The quality guarantee is provided upon delivery of the Goods/Services.
2. The Supplier provides a quality guarantee for the Goods delivered and Services performed for a period of 2 years or longer if agreed upon by Kamet and the Supplier, or as shown in the quality guarantee card attached to the Goods, or other materials relating to the Goods presented by the Supplier, and in each case, the longer period shall apply.
3. If the Goods/Service are defective, the statutory warranty and quality guarantee period shall be extended for a period equal to the quality guarantee period, which shall begin to run from the date the defect is corrected.
4. The quality guarantee statement contained in sec. 2 above shall be deemed equivalent to the issuance of a quality guarantee document.
5. At Kamet's request, the Supplier shall provide a separate quality guarantee document (quality guarantee card). The conditions and rights set forth therein may not be contradictory or less favorable to Kamet than the conditions and rights of Kamet under these GTCs and, to the extent not regulated in these GTCs, in the applicable provisions of Polish law.
6. Any inspection and notification of defects by Kamet during the quality guarantee period and the statutory warranty period for defects in the subject matter of the Agreement shall be deemed to have been submitted on time. Kamet shall not be bound by any deadline for notifying the Supplier of a defect in the Goods/Services. Article 563 §1 of the Civil Code shall not be applied.
7. In the event of non-conformity of the Goods with the Order, or other arrangements between Kamet and the Supplier, the Ordering Party may, at its option: (1) request repair of the defective Goods, (2) request replacement of the defective Goods with free of defects, (3) request delivery of the missing parts of the Goods at the Supplier's expense, (4) submit a statement on reducing the Purchase Price, (4) withdraw from the Agreement in whole or in part (at Kamet's discretion); without prejudice to Kamet's other rights under these GTCs or by law and notwithstanding the right to claim compensation for actual damages and lost profits.
8. If a defect of the same nature reveals itself in 10%, but not less than 3 pieces, of the Goods delivered under one Order, it shall be treated as a serial defect, and the Order shall be subject to the procedure for removal of the serial defect, consisting of replacement of:
 - a. all Goods delivered under the Order to be free of defects;
 - b. a defective component in all Goods delivered under the Order, having first determined that the indicated component was the cause of the defects in the Goods.
9. In the event of non-conformity of the performed Service with the Order or other arrangements between Kamet and the Supplier, the Ordering Party may demand the removal of the defect, and if the defects cannot be removed, or if the Supplier fails to remove the defect within the specified time, Kamet may, at its option, withdraw from the Agreement in whole or in part (at Kamet's discretion) or submit a statement on reducing the Purchase Price, without prejudice to Kamet's other rights under these GTCs or by law, including, but not limited to the right to claim compensation for actual damages and lost profits.
10. The Supplier shall bear all costs of removing defects in the Goods/Services, including the cost of logistics, dismantling and installation of the Goods.
11. The Supplier shall be obliged to remove defects in the Goods/Services - at Kamet's discretion, in accordance with the provisions of § 5 sec. 7, 8, 9 above within 3 Business Days from the date of Kamet's notification of the defect, unless Kamet agrees in writing to a different deadline. If the Supplier fails to remove the defect in the Goods/Services within the time limit referred to in the preceding sentence, Kamet shall be entitled to remove the defect on its own or to entrust the removal of the defect or, with respect to the reported defect in the Service, to further perform the Service, to a third party in both cases at the expense and risk of the Supplier, upon written notice to the Supplier



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(substitute performance without the need to obtain court authorization). The foregoing shall be without prejudice to other rights of the Ordering Party indicated in the GTC and in the generally applicable law regulations.

12. Kamet reserves the right to refuse to accept defective Goods/Services. This right may be exercised by Kamet against all delivered Goods, in the case of a serial defect, referred to in § 5 sec. 8 above. The exercise of such right by the Ordering Party shall not imply that Kamet is delayed in accepting the Goods/Services performed.
13. In the event that Kamet refuses to accept the Goods/Services, Kamet shall immediately inform the Supplier thereof, stating the reasons for the refusal to accept the Goods/Services. The Goods which, in accordance with the preceding sentence, Kamet has refused to accept, shall, at Kamet's discretion, be either returned to the Supplier at the Supplier's expense and risk or retained by Kamet, if possible, until the Supplier gives Kamet further instructions as to their disposition, which it shall do within 5 Business Days from the date of notification of refusal to accept the Goods. If the Goods are retained by Kamet, due to the lack of instructions from the Supplier or the impossibility of returning the Goods to the Supplier, Kamet shall be entitled to charge the Supplier with the cost of storage of the Goods and subsequent disposal (utilization) of the Goods, at the Supplier's expense and risk, if the Supplier fails to issue the aforementioned instructions or to collect the Goods from Kamet, despite being requested to do so twice.
14. Notwithstanding the rights under the quality guarantee, the Supplier shall be liable to the Ordering Party under the statutory warranty in accordance with the provisions of the Civil Code. The period of the statutory warranty provided by the Supplier shall be equal to the period of the quality guarantee provided by the Supplier.
15. In the event that the Supplier applies more favorable quality guarantee terms for the Ordering Party in its commercial offer, the more favorable terms shall apply to the Agreements.

§ 6. TERMS OF PAYMENT

1. Provided that the delivered Goods/Services and the issued invoice are consistent with the Order, payments shall be made by the Ordering Party in the form of a transfer to the Supplier's bank account indicated on the invoice, within the period indicated in the Order, counting from the date of delivery to the Ordering Party the invoice together with the protocol of defect-free acceptance of the Goods/Services, the delivery note or bill of lading, unless otherwise agreed in writing.
2. Each time the basis for issuing an invoice is a protocol of defect-free acceptance of the Goods/Services, a proof of issue or a bill of lading signed by the parties' representatives.
3. In the event of defects in the subject matter of the Order, including the case of non-conformity of the ordered Goods/Services with the Order, and also in the case of defects of the Goods/Services, including serial defects, referred to in § 5 item. 8 of the GTC, Kamet may withhold payment of the Purchase Price in part or in full (at Kamet's discretion) until the defects/non-conformity are corrected, and Kamet shall not then be treated as a party in default.

§ 7. CONFIDENTIALITY

1. All information arising directly from these GTCs, as well as information obtained by the Supplier in connection with the execution of the Order, including in particular all organizational, commercial and technical information concerning the Ordering Party and not made available to the public, shall be considered by the Supplier as confidential information and as such shall not be disclosed to third parties.
2. In particular, the Supplier agrees to treat as confidential information concerning trade volumes, prices, discounts, product specifications, logistic agreements, technological data.
3. The above obligation does not apply to situations in which the obligation to provide information results from mandatory legal regulations.
4. Supplier declares that it will not use confidential information for any purpose other than for the performance of the Order and that it will provide such information with due protection appropriate to their confidential nature. The obligation to keep the information confidential shall remain in force after the execution of the Order for a 10 years and may be revoked earlier only with the written consent of the Ordering Party, under pain of nullity.
5. The discovery of a breach by the Supplier of the confidentiality obligations expressed in this paragraph shall entitle Kamet to withdraw from the Agreement with the Supplier, for reasons attributable to the Supplier, within 6 months of becoming aware of the breach of confidentiality obligations by the Supplier. Notwithstanding the entitlement mentioned in the preceding sentence, the Supplier's breach of confidentiality obligations shall entitle Kamet to demand payment by the Supplier of a contractual penalty in the amount of PLN 50,000 for each breach, which shall not limit Kamet's right to seek supplementary damages under the general provisions of law.
6. The Supplier shall not be entitled to refer in any publications, advertisements, as well as in any other written or oral form to the fact of making deliveries to Kamet, without prior written consent from Kamet.
7. If the Supplier has entered into a separate confidentiality agreement with Kamet, the provisions of that agreement



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shall take precedence over the provisions of this paragraph.

§ 8. ADDITIONAL PROVISIONS

1. The Supplier hereby indemnifies the Ordering Party from any and all liability for any third party claims in connection with the Goods, parts and materials supplied under patent, license or registered industrial/utility models. The Supplier agrees to step in the place of Kamet in pending proceedings (if possible) or to join such proceedings in accordance with applicable laws, or to provide representation and protection to Kamet in such proceedings. If the Supplier enters in place of Kamet, the Supplier shall also undertake all negotiation activities and provide all explanations to protect Kamet's interests. The Supplier shall also reimburse Kamet for all expenses and costs incurred in connection with the relevant proceedings, including court costs and legal fees.
2. The Supplier undertakes to conduct its business with ethical standards and professional integrity, to comply with the organizational and safety rules at the place of delivery of Goods/performance of Services, in accordance with the applicable regulations on occupational health and safety and human rights, labor law, protection of competition and combating unfair competition and corrupt practices. The Supplier declares that it is aware of the applicable environmental regulations and undertakes, when performing the sale/delivery of Goods/Services, to take care of the environment, in particular with regard to waste management and the possibility of creating environmental hazards, and to apply all environmental regulations, including the provisions of Regulation EC 1907/2006 of the European Parliament and of the Council of December 18, 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94, as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC (OJ L 396, 30.12.2006, p.1, as amended), Regulation 1272/2008 on classification, labeling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC and amending Regulation (EC) No. 1907/2006, Act of April 27, 2001 Environmental Protection Law (Dz. U. 2001 No. 62 item 627 as amended), Act of December 14, 2012 on waste (Journal of Laws 2013 item 21 as amended), Act of June 13, 2013 on management of packaging and packaging waste (Journal of Laws 2013 item 888 as amended). The Supplier shall be responsible for the management of waste generated in connection with the delivery of Goods/provision of Services, in accordance with the aforementioned regulations.
3. The Supplier is obliged to present, each time upon Kamet's request and at the time indicated by Kamet, technical and operating documentation of the devices with the help of which it delivers the Goods/Services, as well as current measurements of the electrical installation, information on meeting the minimum safety requirements and a maintenance book with an entry confirming the efficiency of the devices referred to in the preceding sentence. The Supplier using equipment subject to technical supervision shall be obliged to present for inspection by Kamet or a person designated by Kamet a current decision of the Office of Technical Inspection on their admittance for operation, as well as approvals of the equipment used.
4. The Supplier is obliged to ensure and is responsible for ensuring that persons operating means of transport and other equipment (welders, saws, etc.) have the appropriate licenses, are trained in terms of occupational health and safety, in accordance with the regulations in force at the place of delivery of the Goods/Services, and are informed about the dangers at the workplace, occupational risks associated with the work performed, and if required, have up-to-date medical examinations, including psychotechnical ones. The Supplier is obliged to make the relevant documents available each time for inspection by Kamet or a person designated by it. At Kamet's request, the Supplier is obliged to equip and oblige persons operating means of transport and other equipment referred to in § 8 sec. 3 to unconditionally use protective helmets, warning vests, work shoes and required personal protection at the place of delivery of Goods/performance of Services. The Supplier is obliged to equip the means of transportation, and during their use at the place of delivery of the Goods/performance of the Services, to ensure the use of an audible reversing warning signal and a warning light. The Supplier is obliged to comply with the rules of movement at the place of delivery of Goods/performance of Services and in the immediate vicinity thereof, presented by Kamet or a person designated by it.
5. The Supplier is obliged to have a current liability insurance contract. The Supplier shall be obliged to present the insurance policy referred to in the preceding sentence for Kamet's inspection each time upon Kamet's request and within the time specified by Kamet. The Supplier shall be liable to Kamet, as well as to third parties, for any damage to property, health or life caused by the Supplier, its employees or third parties acting on its behalf in connection with the performance of the Order.
6. The Supplier shall maintain the place of delivery of the Goods/Services during the performance of the delivery of the Goods/Services in a condition that will not impede the proper operation of the business of the person for whom the Supplier is delivering the Goods/Services, as well as will not pose a threat to occupational health and safety and fire

safety.

7. The Supplier shall store the materials and equipment necessary for the delivery of the Goods/Service provision in the place designated by Kamet or its designee. The Supplier shall, upon completion of the work, clean up the area for delivery of Goods/Service provision and secure its equipment and materials.
8. Kamet shall have the right to verify the performance of the Order at the Supplier's premises or production plant, in particular to verify that the subject of the Order is performed in accordance with the Agreement and this GTCs.
9. In the event of suspicion that the subject of the Order does not meet the terms of the Agreement with respect to the materials used, Kamet shall have the right to submit a sample of the subject of the Order for testing in specialized chemical laboratories. In the event that the subject of the Order is found to be non-compliant with the Agreement or GPC, or technical standards, the Supplier shall reimburse Kamet for the laboratory testing costs incurred, and Kamet shall be entitled to apply its rights under the GPC related to the defectiveness of the performed Goods/Services.

§ 9. FINAL PROVISIONS

1. In case of contradictions or discrepancies between the Order and the GTC, the content of the Order shall prevail.
2. The Supplier hereby acknowledges that it has fully reviewed the Code of Conduct for Suppliers and Business Partners developed by Kamet and incorporated herein by reference, which is an integral part thereof and available on Kamet's website at: https://kametsa.eu/wp-content/uploads/2024/01/KAMET_CODE-OF-CONDUCT-FOR-SUPPLIERS_ENG_V1.pdf. The Supplier agrees to comply with these provisions and to ensure, where applicable, that each entity in the group to which it belongs and all of its vendors, suppliers or subcontractors comply with these provisions.
3. The Supplier hereby acknowledges that it has fully reviewed the Aging Management Manual, prepared by Kamet and incorporated herein by reference, which is an integral part thereof and available on Kamet's website at: https://kametsa.eu/wp-content/uploads/2024/07/GSW_instrukcja-dot.-starzenia_ENG_v2_clean.pdf. The Supplier agrees to comply with these provisions and to ensure, where applicable, that each entity in the group to which it belongs and all of its vendors, suppliers or subcontractors comply with these provisions.
4. In matters not covered by these General Conditions of Purchase, the relevant provisions of the Civil Code shall apply.
5. The application of the provisions of the Vienna Convention of April 11, 1980 on the International Sale of Goods is excluded.
6. Without the prior written consent of the Ordering Party, the Supplier shall not be entitled to transfer to another entity the rights and obligations under the Agreement or encumber the rights and obligations under the Agreement.
7. Kamet is entitled to transfer the rights and obligations of the quality guarantee and statutory warranty provided by the Supplier to third parties.
8. The Supplier agrees to promptly notify Kamet in writing of any change in its registered office and address for delivery of correspondence. Lack of notification shall cause that deliveries made to the addresses indicated in the Order or in the signed Agreements shall be considered effective.
9. If individual provisions of the GTC are found to be invalid or ineffective, this will not affect the validity and effectiveness of the remaining provisions. In such a case, the parties agree to adopt such provisions that reflect the prior provisions in an effective manner.
10. All offers, Orders, Contracts and GTCs are governed by Polish law.
11. The competent court to resolve any disputes arising from Orders, Contracts and GTC shall be the competent court for Kamet's registered office.