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**Uponor Infra Sp. z o. o**  
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1. These **General Terms and Conditions of Delivery** (hereinafter referred to as GTCD) apply to all contracts of delivery or sale or provision of services made by Uponor Infra Sp. z o. o. and constitute a full and exhaustive regulation of the terms of the obligation relationship between the parties in this respect, except for cases in which Uponor Infra Sp. z o. o. will agree in writing to change the conditions contained in the GTCD. Any other changes are considered invalid and cannot be the basis for any claims.

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## 2. **Dates(s):**

- a) **Offer** - a commercial offer specifying the terms and conditions of purchase on which the Supplier undertakes to deliver the Goods to the Buyer, containing the Supplier's declaration of will relative to the conclusion of the contract and specifying other important provisions of this contract. Any catalogues, advertising folders, price lists, announcements and publications of the Supplier do not constitute an offer within the meaning of article 66 of the Civil Code.
  - b) **Buyer** - the entity purchasing the Goods.
  - c) **Supplier** - Uponor Infra Sp. z o. o
  - d) **Contract** - any delivery or sales or service provision contract concluded by Uponor Infra Sp. z o. o. with any Buyer.
  - e) **Goods** - products listed in the Purchase Order Confirmation or other Contract. Goods are also individual lots, if the goods are delivered in lots.
  - f) **Purchase Order** - the Buyer's declaration of intent to purchase the Supplier's Goods submitted in a clear and legible form personally to the authorized representatives of the Supplier or by e-mail, fax or regular post.
  - g) **Delivery** - each delivery to the destination indicated by the Buyer in the Agreement or the release of the Buyer's Goods or the release of the Goods to the carrier indicated by him at the Supplier's production plant.
  - h) **Purchase Order Confirmation** - the Supplier's declaration of will to conclude the contract for delivery or sale of Goods or provision of services to the Buyer submitted in electronic form, by fax or mail, constituting a response to the Purchase Order.
  - i) **Service** - all services provided by the Supplier to the Buyer, in particular the Supplier's maintenance service.
  - j) **GTCD** - these General Terms and Conditions of Delivery.
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## 3. **Offer validity term**

Any Offer, prepared and delivered to the Buyer in electronic form, by fax or mail, is binding on the Supplier, who remains bound by it during the time specified in the Offer. If the validity period is not specified in the offer, it is assumed that it is 14 days from the date of its delivery to the Buyer.

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## 4. **Contract conclusion**

- a) The contract is considered concluded when the Supplier delivers the Purchase Order Confirmation to the Buyer, in particular via e-mail, fax or post.
- b) Lack of Purchase Order Confirmation by the Supplier after receiving the Purchase Order or the lack of explicit written acceptance by the Supplier of the Buyer's modification in the terms and conditions of the Purchase Order means a refusal to accept the Purchase Order for execution. In this situation, the Buyer shall not be entitled to any claims against the Supplier related to the Purchase Order sent.

GTCD shall be an integral part of the concluded Contract.

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## 5. **Terms and Conditions of Purchase Order and Delivery**

- a) At least 2 business days in advance, the Supplier has the right to change the date of Delivery of the Goods after prior written or e-mail notification to the Buyer.

- b) The Supplier shall be responsible for the Goods in accordance with the conditions specified in the Offer. If specific conditions are not specified in the Offer, then the Supplier's responsibility is in accordance with FCA - INCOTERMS® 2010.
  - c) The Buyer, in accordance with the rules of representation of its company, shall appoint in writing the persons authorized to collect the Goods and sign documents confirming receipt on its behalf. The Buyer declares that the construction manager, foreman or their deputies or other persons performing a similar function on the Buyer's side are considered to be authorized to the abovementioned activities without the need for separate designation.
  - d) The Buyer is obliged to check the compliance of the Goods delivered to it against the delivery document (or release of the Goods) and, if any irregularities are found, make an appropriate entry in it. Failure to comply with this obligation releases the Supplier from liability for any claims as to the quantity, type and damage of Goods supplied in the Delivery, excluding hidden defects. The Buyer's due diligence in accepting the Goods does not exclude guarantee claims.
  - e) The Buyer is obliged to notify the Supplier in writing, by e-mail or fax within 3 business days from the date of Delivery of any non-compliance as to the quality (apparent defects) of the delivered Goods in relation to the Purchase Order. Failure to comply with this obligation releases the Supplier from liability for any claims as to the quantity, quality and type of Goods supplied in the Delivery, excluding hidden defects. The Buyer's due diligence in accepting the Goods does not exclude guarantee claims.
  - f) Minor discrepancies in the weight, colour or dimensions of the Goods are natural and result from technological conditions, and therefore do not constitute grounds for claims, unless the Contract provides otherwise.
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## **6. Price and Payment Conditions**

- a) The Supplier or the insurer authorized by it shall analyse the Buyer's financial documents to determine the amount of trade credit.
- b) The Buyer, when a trade credit has not been granted or if the amount of credit granted is not sufficient for the proper execution of all Purchase Orders submitted to the Supplier or at the Supplier's request - shall be obliged to provide the Supplier or the insurer authorized by it with a reliable and irrevocable financial security in the form of: a bank guarantee or pledge or an insurance policy or assignment or a tripartite agreement with a reliable payer or other collateral accepted by the Supplier or insurer. In the event of failure to comply with this obligation or when the security is insufficient, the Buyer is obliged to make a full prepayment of the price of the Purchase Order, including VAT before Delivery, on a date separately determined under pain of not performing the Delivery.
- c) Unless a separate agreement provides otherwise, for deliveries carried out for over 3 months, the Supplier has the right to make price adjustments during the performance of the Purchase Order or during the Delivery of subsequent batches of Goods in a situation where:
  - c.1. there will be a significant increase in costs affecting the performance of the Purchase Order.
  - c.2. if the cost of Supplies is borne by the Supplier and the Buyer divides the Supplies of Goods into quantitative batches other than those specified in the Offer, and thus prevents the Supplier from making the Deliveries in the number of vehicles agreed in the Contract.
  - c.3. the Buyer makes a significant change the specifications of the ordered products.
- d) The Supplier will notify the Buyer of new prices by e-mail, fax or post.
- e) In the event that the Buyer fails to make the payment within the prescribed period, the Supplier shall be entitled to charge contractual interest amounting to the maximum interest specified in Article 359 of the Civil Code, calculated on the purchase price for the period from the date the claim is due to the date of actual receipt of funds on the Delivery account.
- f) If the Buyer has placed more than one Purchase Order with the Supplier, the Supplier has the right to settle all obligations of the Buyer, regardless of their payment dates, if:
  - f.1. the Buyer fails to timely pay any invoice or other obligation to the Supplier;
  - f.2. the Buyer is declared bankrupt or an application for declaration of its bankruptcy shall be filed against the Buyer;
  - f.3. The Supplier comes in possession of information indicating a significant deterioration of the Buyer's financial condition.
- g) Notwithstanding the foregoing, the Supplier has the right, in the situations described in item 6f) to refrain from fulfilling the remaining part of its service (if it was divided into parts) and withdraw from the remaining part of the contract. At the same time, it retains the right to full remuneration for the part of the service which it has completed, which it may demand payable immediately. Withdrawal from the contract in this situation will be treated as a withdrawal for reasons attributable to the Buyer.

- h) In the situation described in item 6g), the Supplier may make the further performance of the contract conditional upon provision of additional collaterals or guarantees by the Buyer under the Contract.

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## **7. Contractual penalties, liability of the Parties, Anti-corruption clause**

- a) In the case of delivery of the goods by the Supplier at a date exceeding the delivery date by 14 days, the Supplier shall pay the Buyer a contractual penalty in the amount of 0.25% of the price of the given delivery, provided that the Buyer submits a written request for payment of the contractual penalty within 14 days from the date of delivery, under pain of losing the right to demand payment of such a penalty.
- b) If the Buyer fails to collect the Goods within the agreed time limit indicated in the Order Confirmation or if the Supplier is not ready to collect the Goods within this period, the Supplier will send the Buyer a pickup request by e-mail or post. No response of the Buyer within 14 calendar days authorizes the Supplier, irrespective of the provisions of point 4 of the GTCD, to charge the Buyer with a contractual penalty amounting to 30% of the total net value of the Contract.
- c) If the Buyer confirms the readiness to collect the Goods, and after their delivery to the indicated place or following preparation of the Goods for collection, the Buyer does not collect the Goods, the Supplier has the right to charge a contractual penalty specified in item 7a, increased by the amount resulting from additional transport or preparation of the Goods.
- d) If the Buyer fails to collect the Goods within the agreed period, the Supplier shall be entitled to an additional remuneration for the storage of the Goods calculated for each day of storage of the Goods after the agreed period in the amount of 0.5% of the net value of the stored Goods per day.
- e) The Supplier declares that in the field of anti-corruption practices it follows the principles set out in the Code of Conduct of Uponor Infra Sp. z o. o. posted on the website [www.uponor.pl](http://www.uponor.pl). The Buyer declares that it read the principles set out in the Code of Conduct of Uponor Infra Sp. z o. o. and undertakes to follow them during the cooperation with the Supplier.

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## **8. Scope of Guarantee and Limitation of Liability**

- a) The guarantee period for the Goods and Services is 24 months, calculated in the case of delivery of goods from the date of Delivery to the Buyer and runs separately for each batch of Goods delivered, while in the case of services, from the date of service provision.
- b) Detailed Guarantee conditions are described in the Guarantee Terms and Conditions of Uponor Infra Sp. z o. o.
- c) Any quality defects that could not be ascertained during the inspection when unloading or receiving the Goods, and hidden defects shall be notified by the Buyer to the Supplier within 3 business days of detection in writing, by e-mail or fax. Failure to comply with this obligation releases the Supplier from the guarantee liability and any claims for any damage resulting from the use of defective products.
- d) Delaying the delivery of any Goods not longer than 14 days is not a basis for the Buyer's compensation claims, unless separate contracts provide otherwise. In this case, the total liability of the Supplier may not exceed 3% of the price of the delayed Goods. This is the only compensation of the Supplier against the Buyer in this case. In particular, the right to claim compensation for lost profits is excluded.
- e) The Supplier's total liability for any damage to the Buyer resulting from any event shall in no case exceed the price of the Goods in respect of which losses and damage are found and any other claims are filed. In particular, the above limitation of liability applies to delays or negligence of the Supplier in the Delivery of Goods and Delivery of defective Goods, regardless of whether the defects were visible or hidden. In no event shall the Supplier be liable for any incidental, direct or indirect damage to the Buyer, such as loss of profit, production stoppage, fines, fees and other indirect loss or damage. In particular, the right to claim compensation for lost profits is excluded.
- f) The Parties exclude in their mutual relations the application of the provisions of Articles 556 - 576 of the Polish Civil Code.
- g) The Parties agree that if it is not possible to acquire raw materials for the production of the ordered goods on the market, the Supplier shall immediately inform the Buyer about the unavailability or delay in the availability of the goods and will propose an alternative delivery date or delivery of an alternative product. If the Buyer does not accept the alternative delivery date or the delivery of alternative goods, the Supplier will be released from the obligation to deliver the goods and will be entitled to withdraw from the contract.

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## **9. Service**

The conditions for the provision of maintenance services are specified in the General Operating Terms and

Conditions of Uponor Infra Sp. z o. o. Service Group for individual technologies: mechanical welding, extrusion welding, butt welding and installation of the Vipliner module.

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## **10. Waste**

- a) Taking into account the latest global trends in the field of pro-ecological management and the applicable regulations in the field of waste management, the Supplier enables the Buyers to return waste generated from the range of their own production in the course of investments carried out with their use. Commercial terms for accepting waste from the Supplier's products will be determined individually, depending on the amount of other waste, its condition and place of investment. Detailed conditions for accepting waste are specified in the General Terms and Conditions for Waste Acceptance by Uponor Infra Sp. z o. o
  - b) The Supplier declares that all the products offered by it have all the necessary markings related to their correct classification in the waste management (recycling) process, subject to the provisions of letter c) below.
  - c) The Supplier reserves that Weholite Plus pipes are made of a new generation PE raw material, for which the recycling technology is not yet developed in the territory of the Republic of Poland. The Supplier is not responsible for the Buyer or third parties mixing waste from Weholite Plus pipes with other materials, including standard PE, in the waste management (recycling) process outside the scope of Uponor Infra Sp. z o. o
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## **11. Force Majeure**

- a) For the purposes of this Contract, Force Majeure is an extraordinary event, external and impossible to prevent, which could not be avoided even in the event of maximum diligence of the Parties, and the impact of weather on the performance of the Purchase Order, which had to be taken into account when placing the Purchase Order and the strike of the Supplier's employees shall not be considered Force Majeure events within the meaning of this Contract.
  - b) Both Parties will be released from liability for non-performance or improper performance of the Contract or Purchase Order to the extent that this was due to circumstances of Force Majeure.
  - c) If the events of Force Majeure or its effects last longer than 3 consecutive months - the Parties will make a good faith decision regarding the termination of the Contract or Purchase Order or their amendment, which will take into account the temporary inability to comply with all or some of the provisions.
  - d) A Party invoking Force Majeure circumstances shall notify the other Party - by fax or e-mail - immediately, but not later than within 5 days of their occurrence as well as resignation. The receipt of this message must be confirmed in writing.
  - e) The Parties also recognize as Force Majeure an increase in the prices of raw material necessary for the production of Goods by more than 5% compared to the price in force at the time the Contractor submitted the Offer. In this situation, the Contractor will be able to increase its remuneration by an amount equal to the increase in raw material prices. A change like this does not require acceptance by the Customer. However, the Parties may also agree on other effects in writing, including excluding the above rights of the Contractor in a particular case.
  - f) The Parties also recognize as Force Majeure a temporary shortage of raw material necessary for the production of the Goods, and also - even temporarily - events preventing the Contractor from importing it.
  - g) The Parties accept that in the event of Force Majeure of a temporary nature, it is possible to extend the deadline for performance of the contract, and its subsequent performance will not be treated as a delay of the Contractor.
  - h) The Parties declare that as Force Majeure will be treated all the consequences of decisions of state authorities in connection with a possible epidemic in the Republic of Poland or abroad, which will prevent or seriously impede the implementation of this Contract.
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## **12. Confidentiality**

- a) The Buyer undertakes to keep secret and not to disclose to third parties any information about the terms of the Contract and any data obtained in connection with its implementation, in particular, prices, technical, organizational and commercial data, unless such information is generally known or the Party has not previously obtained written consent of the other Party.
- b) The obligation of confidentiality does not apply to the obligation to disclose information resulting from the provisions of generally applicable law.

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### **13. Personal data protection**

Based on Article 13 of the general regulation on the protection of personal data of 27 April 2016 - GDPR (EU Official Journal L 119 of 04/05/2016):

- a) the controller of the Buyer's personal data is the company: Uponor Infra Sp. z o. o. with its seat in Warsaw (01-217), at ul. Kolejowa 5/7, entered by the District Court for the capital city of Warsaw, XII Commercial Division of the National Court Register, under KRS number: 0000059366, NIP: 5260202826, REGON: 010132580, hereinafter referred to as the Controller.
- b) The Buyer's personal data will be processed for the purpose of:
  - conclusion and performance of the contract (pursuant to 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (EU Official Journal L 119 of 04/05/2016, p. 1, as amended) (hereinafter: GDPR);
  - fulfilment of legal obligations incumbent on the Controller regarding bookkeeping (pursuant to Article 6(1)(c) of the GDPR)
  - pursuing claims or defending against claims (pursuant to Article 6(1)(f) of the GDPR).
- c) The recipients of the Buyer's personal data will only be employees, associates of the Controller, entities authorized to obtain data under the law.
- d) The Buyer's personal data will be stored for the duration of the contract and until the mutual claims are time-barred or for the duration of any proceedings.
- e) The Buyer has the right to:
  - i) request from the Controller to access personal data,
  - ii) rectify, delete or limit the processing of personal data,
  - iii) object to the processing of personal data,
  - iv) transfer personal data,
  - v) lodge a complaint to the supervisory body (the President of the Personal Data Protection Office at the address of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warszawa);
- f) providing personal data is voluntary, however, failure to do so makes it impossible to conclude and perform the contract.

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### **14. Final provisions**

- a) The Supplier remains the owner of all intellectual property rights related to the Goods, in particular all software, drawings, calculations, technical information, and other documents, tools and studies provided to the Buyer by the Supplier as part of and during the implementation of the Contract.
- b) Without the prior written consent of the Supplier, the Buyer has no right to use the documents, tools and studies mentioned above as well as knowledge about the Goods for purposes other than installation, commissioning, operation or service of the Goods. In particular, the Buyer has no right to copy and disseminate in whole or in part documents, tools, studies and knowledge about the Goods, without the prior written consent of the Supplier.
- c) The place of performance for all services, obligations under the Contract or in connection with it, shall be the place of business of the Supplier, unless otherwise agreed in the Contract.
- d) **The parties agree that the Supplier has the right to exercise the right of contractual withdrawal referred to in these GTCD within 12 months from the date of the occurrence of the basis for withdrawal.**
- e) In the event of disputes or inconsistencies, the contract in Polish will always prevail upon version in foreign languages. When the Contract is made in English in addition to a version in a language other than Polish, the version in English shall prevail.
- f) In matters not stipulated by these General Terms and Conditions of Delivery, the relevant provisions of the Civil Code shall apply.
- g) Any disputes arising in connection with the implementation of the Contract will be submitted for resolution to the competent common court in Łódź.
- h) The Parties undertake to keep confidential any information regarding the Parties obtained during the performance of these GTCD or from another source.
- i) Notifications intended for the Supplier and the Buyer will be delivered to the addresses of the Parties indicated on the Supplier's invoice respectively.