

GENERAL TERMS AND CONDITIONS OF PURCHASE

Gas Power sp. z o.o sp.k.

These General Terms and Conditions of Purchase (hereinafter referred to as "GTC") apply to all goods or services (hereinafter referred to as "Goods") manufactured by **Gas Power sp. z o.o. sp.k.** can be purchased. with its registered office at (78-100) Kołobrzeg, at Morska Street 7, registered in the Register of Entrepreneurs of the District Court in Koszalin, VII Economic Division of the National Court Register under KRS number: 0000786960, REGON: 383398780, NIP: 6711838634 (hereinafter referred to as 'Gas Power'), from suppliers (hereinafter referred to as 'the Supplier') on the basis of an order placed by Gas Power.

§1 General Provisions

1. The following terms and conditions of purchase apply exclusively to orders from Gas Power, which can only be accepted without reservation. These Terms and Conditions form an integral part of the Agreement. Other terms and conditions of the Supplier shall not become part of the contract, even if Gas Power does not expressly object or accept the goods unconditionally in the knowledge of conflicting terms and conditions of the Supplier.
2. The order specifies the type of the assortments delivered, their quantity, date of delivery, place of delivery and e-mail address to which the delivery is to be communicated. In addition, the order specifies the warranty period and other conditions that must be met by the assortments supplied (e.g. standards, certificates, etc.).
3. Within 5 working days of receipt of the written order, the supplier is obliged to confirm in writing the acceptance of the order, in particular quantity, unit prices, order value and delivery times. In the absence of this confirmation, the Supplier shall be deemed to be obliged to execute the order under the conditions specified by the Purchaser in the Order. Gas Power has the right to change the technical parameters of the order within 4 working days before delivery. If you do not agree with the proposed unit price, Gas Power has the right to cancel the order within 5 working days from the date of written confirmation of acceptance of the order. Gas Power has price negotiations conducted in writing, otherwise they are null and void.
4. All orders, agreements and ancillary agreements as well as all subsequent amendments to the contracts are only valid and binding if they have been mutually confirmed in writing by both parties (otherwise null and void). Changes to these agreements must also be made in writing, otherwise they are null and void.
5. In the case of assembly work, maintenance work, inspections, overhauls, repairs and other services, additional conditions and deadlines apply, individual and situation-specific.

§2 Prices

1. The prices indicated in the order are fixed prices and include the prices of all additional services required by the contract (e.g. transport costs, international trade rules, packaging, insurance, inspection).
2. The informs that the price is to be understood as a price within the meaning of Article 3(1)(1) and (2) of the Act of 9 May 2014 on information on the prices of goods and services (Journal of Laws of 2023, item 168).
3. The price quoted by the supplier must include all costs, taxes and handling fees associated with the execution of the subject matter of the contract as described in the subject matter of the contract.
4. The price should be determined with due diligence on the basis of the description of the subject matter of the contract, taking into account all costs associated with the performance of the contract.
5. Prices are DAP prices as per INCOTERMS 2020 up to the location specified by Gas Power including transportation, packaging and utilities. If a fee-based delivery has been agreed, Gas Power will only cover the cheapest transport costs, unless Gas Power determines the specific shipping method itself.
6. If the price was agreed in a currency other than PLN, then the basis for calculating the price is the exchange rate of the respective foreign currency from the day before the invoice published in Poland by the National Bank of Poland.

§3 Delivery date

1. The agreed delivery dates are binding and must be adhered to. If the supplier discovers that he is unable to fulfil his obligations under the contract in whole or in part or that he is unable to do so in time, he must inform us immediately in writing, stating the expected duration of the delay and the reason.
2. If the supplier fails to fulfil its obligations to deliver/perform within the agreed period, it shall be liable in accordance with the statutory provisions. Gas Power is also entitled to claim contractual penalties for late delivery.
3. If the place of delivery of the goods is Gas Power's headquarters/warehouse, the supplier is obliged to release the goods between 8.00 a.m. and 2.00 p.m.
4. Partial deliveries are not permitted without the written consent of the purchaser.
5. In the event of delivery of goods to Gas Power's warehouse/registered office before the agreed delivery date specified in the order, the Purchaser has the right to refuse to accept the goods in its warehouse. If, at the written request of the Supplier, the Buyer takes the goods into his warehouse before the agreed delivery date, the Purchaser is also entitled to charge the Supplier for the costs of storing the goods in his warehouse/headquarters.

§4 Warranty

1. The supplier warrants that the delivered goods comply with the standards and agreed technical and qualitative specifications, comply with the principles of technology and the applicable technical regulations as well as other regulations, in particular environmental protection, accident prevention and

occupational health and safety. Furthermore, the supplier warrants that the delivered goods are complete and free from defects of title or material defects that are likely to reduce the value or the service life of the use in accordance with the contract. An inseparable part of the goods is an instruction manual in Polish or other information necessary for the proper use of the goods, a duly completed warranty document and a document confirming the conformity of the goods with standards or regulations, as well as the specification of the goods.

2. Gas Power has the right to demand warranties in accordance with applicable law, unless otherwise agreed in writing by the parties. Gas Power reserves the right to claim damages, regardless of claims for compensation. In the event of a replacement delivery (rectification of defects or replacement delivery), the supplier shall bear all costs associated with the rectification of the defect or the replacement delivery. A claim for damages also includes all indirect damages arising from and in connection with the delivery of defective goods.
3. The Supplier shall provide a warranty for the delivered goods for the period provided for by law, but not less than 36 months from the date of delivery of the goods (unless a longer warranty period is specified in the order). If a part is repaired or replaced, the repaired or replaced part will have a new warranty period, just like the original part.
4. The Supplier shall have a generally accepted quality assurance system in place and shall sufficiently confirm it upon request of Gas Power.
5. The warranty period is 36 months from further processing/start of delivery/service. If a defect occurs in the first 12 months, it is presumed that it was present at the time of the transfer of risk to gas.
6. Warranty and warranty run in parallel. The warranty period shall commence on the day of unconditional receipt of the goods, taking into account paragraph 8 sentence 2 of this provision.
7. The Supplier shall indemnify Gas Power against any claims by third parties and shall reimburse the claims for damages incurred by third parties against Gas Power as well as the associated costs and expenses – in particular from product liability – resulting from defective partial services provided by the Supplier to Gas Power (in particular for the delivery of raw materials or semi-finished products) or from other breaches of duty arising from the relationship, for which he is responsible.
8. In the light of the quality assurance obligations set out in point IV, the goods shall be inspected on arrival only for their type and quantity as well as for externally visible transport damage. Gas Power will inform you of any quality defects without undue delay, but no later than 10 days after their discovery.

§5 Rights of third parties, intellectual and industrial property rights

1. The supplier warrants that the delivered goods are not encumbered with the rights of third parties, in particular copyrights, industrial property rights, such as patents, utility models, designs, trademarks and trade names. The supplier indemnifies Gas Power from any liability and undertakes to indemnify and hold the customer harmless from all claims for infringement of intellectual property

rights and resulting damages or costs in connection with the use or sale of the goods in accordance with the contract immediately after our first written request.

2. Designs, drawings, models, statistical profiles, data carriers and the like, as well as all materials provided by Gas Power, remain the property of Gas Power – they are protected by copyright and neither they nor other products manufactured with their help may be disclosed to third parties without the prior written consent of Gas Power.

§6 Insurance

1. The Supplier shall bear the full cost of the liability insurance, which is sufficient to cover damage caused by him, his employees, his agents or by the delivered goods. At Gas Power's request, the supplier shall inform the contracting authority of the amount of insurance covering the damage event.
2. The Contractor is obliged to maintain sufficient insurance cover in the form of public liability and product liability insurance for the duration of the business relationship with Gas Power and, upon separate request, to provide coverage of cancellation costs in the amount of at least EUR 2 million per insurance accident or EUR 4 million for the insurance year and is obliged to provide proof of insurance to this effect upon request.

§7 Delivery and Shipping Conditions

1. The supplier is responsible for the proper packaging of the goods.
2. The supplier bears the risk of accidental loss or accidental deterioration of the goods (in particular transport risk) in accordance with the agreed DAP INCOTERMS 2020 clause.
3. All goods must be properly packaged and labelled. Shipment must be carried out with special care, which is due when handling goods/services. Each shipment must be accompanied by a bill of lading with the Gas Power order number, shipping specifications, part numbers, etc.

§8 Payments

1. Unless otherwise provided for in the contract, the invoices, together with the tax identification number, shall be sent to **Gas Power sp. z o.o. sp.k.** Morska Street 7 (78 – 100) Kołobrzeg, Poland, after delivery or after the provision of the service and after the signing of the acceptance protocol by Gas Power.
2. It is the supplier's responsibility to indicate the order number on all invoices, shipping documents and other correspondence. In addition, the supplier is obliged to indicate in these documents the full name of the goods together with the catalogue number PKWiU. If the Supplier fails to comply with the above obligations, it shall be liable for any inconvenience resulting therefrom.
3. The payment periods shall commence on the date indicated, but at the earliest after confirmation of the supply/performance of the service in accordance

with the contract by Gas Power and after receipt of a proper invoice by the contracting authority.

4. Payment shall not be deemed to be an agreement on terms and prices. The term of payment does not affect the supplier's warranty and the right to complain about a defect in the goods.
5. Unless otherwise specified in the order, payment will be made within 30 days from the date of delivery and receipt of the invoice.

§9 Contractual Penalty

At Gas Power's written request, the supplier shall pay us contractual penalties in the following cases:

- a) withdrawal from the contract by one of the parties for reasons for which the supplier is responsible,
- b) Delay in the delivery of the goods or remedy of the defect during the warranty or guarantee period in relation to the period indicated by the parties in the amount of 0.5% of the value of the goods/services for each day of delay.

If the damage exceeds the amount of the agreed penalties, either party may claim additional damages in accordance with the general rules. The total amount of contractual penalties may not exceed 40% of the contract value.

§10 Force majeure

Force majeure, including war or similar events, as well as operational disruptions of any kind, strikes or other causes or events that lead to the restriction or cessation of business activities, entitle us to postpone our acceptance obligations or to withdraw from the contract in whole or in part and release us from liability. A postponement or withdrawal does not entitle the Provider to claims for damages.

§11 Confidentiality

The Contractor is obliged to keep strictly confidential all information received in the course of its business relationship with Gas Power. The Supplier may only use the information provided to it for the proper performance of the contract in question, except for its own purposes, unless Gas Power has given it its express written consent to do so. This does not apply to information that the provider has received from third parties lawfully and not as confidential, as well as publicly available information.

§12 Final Protocols, including Place of Performance, Law, Place of Jurisdiction

1. The place of performance (of the contract) is the place where the goods or services are to be delivered.

2. The Agreement and these General Terms and Conditions shall be governed by the provisions of Polish law, with the exception of the United Nations Convention on International Contracts for the Sale of Goods (CISG).
3. All disputes arising out of or in connection with the contractual relationship shall be subject to the exclusive jurisdiction of the courts of Gas Power.
4. Should any part of the contract or these General Terms and Conditions of Purchase be invalid, this shall not affect the validity of the contract and the remainder of these General Terms and Conditions of Purchase. The invalid provision will be replaced by a valid provision that comes closest to Gas Power's economic purpose. The same applies to any loopholes of law.