

GENERAL TERMS AND CONDITIONS OF PURCHASING SERVICES

Liberty Częstochowa Sp. z o.o.

I. DEFINITIONS

1. **Offer** – a statement of a potential Contractor, specifying essential provisions of the Contract, the object of which is to perform a Service for the Principal; i.e., among others: detailed data of the Parties, detailed description of ordered Services, their quantity, type, proposed date and place of collection, price, form and date of remuneration payment.
2. **GTC** – shall mean these General Terms and Conditions of Purchasing Services.
3. **Force majeure** – an extraordinary and external event whose occurrence and duration are beyond the control of the Party and that the Party was not able to prevent in spite of exercising due diligence; Force majeure shall in particular be considered a natural disaster, war, threat of war, riots, civil commotion, terrorist actions, strikes or other labour disputes (with the exception of a dispute whose scope is limited to the Contractor).
4. **Party** – means the Principal or the Contractor.
5. **Parties** – means the Principal and the Contractor jointly.
6. **Contract**– shall mean both a written, documentary or electronic contract with signatures of all Parties, as well as a contract concluded in the form of an offer/order, pursuant to article 66 et seq. of the Civil Code.
7. **Service** – shall mean the subject of the Contract to be performed for the Principal's needs by the Contractor, defined in detail in the Contract.
8. **Contractor** – shall mean a natural person, legal person or organizational unit without legal personality that submitted an Offer or provides Services to the Principal based on the Contract concluded between the Parties.
9. **Principal** – shall mean Liberty Częstochowa Spółka z ograniczoną odpowiedzialnością with its registered seat in Częstochowa, 22 Kucelińska Street, 42-207 Częstochowa, entered by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the number KRS: 0000790933, NIP: 5272896355, REGON: 383639455.

II. GENERAL PROVISIONS

1. These General Terms and Conditions of Purchasing Services are an integral part of all Contracts concluded between the Principal and Contractors for the provision of Services to the Principal
2. In the case of any discrepancies between the provisions of the Contract and the GTC, the provisions of the Contract shall prevail. The Parties may also exclude the application of the GTC in part or in whole in the Contract.

III. CONCLUSION OF THE AGREEMENT

1. In order to conclude the Contract it is necessary for the Parties to make declarations of will in writing, in a document or in an electronic form. Correspondence regarding the terms of the Contract may be carried out by the Parties by fax or electronic mail (e-mail).
2. In case of purchase of Services of the value not exceeding PLN 20,000.00 net (in words: twenty thousand) the Contract may also be concluded by placing an order by the Principal through sales systems made available by entrepreneurs on the Internet.

IV. SUBCONTRACTING

1. Performance of the Contract with the assistance of third parties or entrusting the performance of the Contract to third parties shall require prior written consent of the Principal.
2. The Contractor shall be liable as for its own actions or omissions, for actions and omissions of third parties with whose assistance the Contract is performed, as well as for actions and omissions of third parties to whom the Contractor entrusts performance of the Contract.
3. Entrusting the performance of all or part of the Contract to a person professionally engaged in the conduct of a given activity shall not relieve the Contractor from liability for damage caused by such person.

V. PRICE AND PAYMENT TERMS

1. The price indicated in the Contract includes all taxes, fees, duties, transport charges (according to the agreed terms) and all other charges applicable to the provision of the Services of a given type. The price indicated in the Contract is fixed and unchangeable and will not be adjusted for any additional costs. The price shall constitute the Contractor's full remuneration for the complete and full performance of the Service, shall include all expenses, profit and other costs related to the performance of the Service for the Principal, as well as the cost of all activities that are necessary for the correct and complete performance of the Service.
2. VAT invoices shall be sent by the Contractor to the Principal's address indicated in the Contract or electronically to the e-mail address: faktury@libertyczestochowa.pl. The VAT invoice must be issued in compliance with the requirements of generally applicable law and in accordance with the provisions of the Contract. Incorrect issuance of a VAT invoice by the Contractor shall result in the Contractor's claim against the Principal not being due, even if the agreed payment deadline has already passed.
3. The basis for issuing a VAT invoice shall be the completion of performance of the Service in accordance with the provisions of the Contract. The Contractor shall issue a VAT invoice within 7 days from the date of completion referred to in the previous sentence.
4. The payment of remuneration shall be transferred to the Contractor's bank account. Contractor declares that the bank account number, which will be indicated on the invoice, is the Contractor's bank account number opened in connection with the conducted business activity and is included in the list referred to in Article 96b of the Act of 11 March 2004 on Goods and Services Tax.
5. The date of payment shall be the date of charging the Principal's bank account.
6. Making a payment shall not constitute an act of waiver, nor shall it prejudice the rights of the Principal under the Contract or other regulations.
7. In the case of late payment, the Contractor may charge the Principal interest for late payment in the amount consistent with the applicable laws in this regard.
8. In performance of the obligation imposed by Article 4c of the Act of 8 March 2013 on Combating excessive delays in commercial transactions, the Principal declares that it has the status of a large entrepreneur.

VI. CONTRACTOR'S OBLIGATIONS

1. The Contractor declares that it has the necessary technical capabilities and knowledge required to properly perform the Contract and undertakes to perform the Contract with the greatest diligence. The Contractor shall be obliged to follow the Principal's guidelines when performing the Contract.

2. The Contractor shall ensure adequate supervision over the works performed and all personnel necessary for performance of the Contract and their supervision throughout the term of the Contract.
3. The Contractor shall be obliged to ensure, depending on the nature and location of the work, that:
 - 1) the persons to whom the Contractor has entrusted or contracted to perform the Services have the necessary qualifications and skills to perform the Services and have current training, testing and entitlements;
 - 2) he has familiarized himself with the site of the work involved in the performance of the Service;
 - 3) he has familiarized himself with the conditions of carrying out the work connected with the necessity of maintaining continuity of work of the Principal's organizational unit where the Services will be carried out;
 - 4) the persons to whom the Contractor has entrusted or contracted to perform the Service should mark the places and secure the equipment on which they are currently working;
 - 5) he adhere to the rules resulting from the Principal's Integrated Management System;
 - 6) he takes full responsibility for compliance with occupational health and safety regulations, fire safety regulations and traffic rules in force on the Principal premises by the persons he entrusted or contracted to perform the Services,
 - 7) the above conditions were taken into consideration when submitting the Offer.
4. The Contractor shall provide, depending on the nature and location of the work, at his own scope and expense:
 - 1) personal protective equipment and supplies. The Contractor is obliged to ensure that the persons to whom the Contractor entrusted or contracted to perform the Services, while on the Principal's premises, wear clothing with a distinctive logo of the Contractor or wear a badge with the Contractor's logo in a visible place;
 - 2) tools and equipment to perform the work, including means of transport to carry materials needed to perform the work, which are in good technical condition and meet the requirements of generally applicable laws. Persons performing welding works should be equipped with complete welding cables or reducers, welding hoses and torches;
 - 3) performing the necessary platforms and scaffolding and necessary measurements for the works;
 - 4) operating repair cranes in the performance of the Services.
5. If the works related to the performance of the Services are performed on the Principal's premises, the Contractor undertakes to maintain the workplace in good order, and in particular is obliged to store equipment and materials appropriately and to remove waste generated during the works on an ongoing basis, including hazardous waste as defined by applicable regulations.

VII. OBLIGATION OF THE PARTIES TO COOPERATE IN PERFORMANCE OF THE CONTRACT

The Parties undertake to closely cooperate in the performance of the Contract, and in particular to inform each other immediately of any circumstances or facts that may adversely affect the timeliness and quality of work constituting the Service.

VIII. COMPLIANCE WITH THE LAW

In performing the Contract, the Contractor is obliged to comply with the provisions of commonly applicable laws. This obligation applies in particular to such designing, constructing or manufacturing, transporting and assembling that they meet all safety requirements, quality standards and do not infringe on occupational health and safety regulations, environmental protection or third party rights. The Contractor shall be fully liable for any penalties and for personal and property damage caused by violation of these regulations and standards.

IX. GENERAL RULES ON ENVIRONMENTAL MANAGEMENT

1. In performing the Contract, the Contractor shall:

- 1) comply with legal requirements concerning environmental protection, in particular:
 - a) the Act of 27 April 2001 on Environmental Protection Law (consolidated text: Journal of Laws of 2020, item 1219, as amended);
 - b) the Act of 14 December 2012 on Waste (consolidated text: Journal of Laws of 2021, item 779, as amended);
 - c) the Act of 20 July 2017 on Water Law (consolidated text: Journal of Laws of 2021, item 624 as amended).
- 2) familiarize himself with the Policy of the Integrated Management System of the Principal.

2. Waste management principles.

While performing the Contract at the Principal's facility, the Contractor shall comply with the following principles:

- 1) waste should be segregated and placed in containers indicated by a representative of the Principal's organizational unit where work related to the Service is carried out;
- 2) waste produced in the course of works should be stored only in places designated by the representative of the Principal's organizational unit where works related to the Contract are carried out;
- 3) it is forbidden to throw hazardous waste, e.g. contaminated work clothes, fluorescent lamps, electric and electronic parts, batteries, accumulators into containers intended for municipal waste;
- 4) if waste is the property of an external entity, it should not be thrown into containers owned by the Principal;
- 5) after completion of works, waste should be immediately removed from the Principal's premises and the area where it was temporarily stored should be thoroughly cleaned;
- 6) in the event of any doubt as to waste handling, contact a representative of the Principal's organizational unit where the work is being carried out or contact directly the Health, Safety and Environment Department (phone: 7908 or 8135).

3. Water and sewage management principles and ground protection.

While performing the Contract at the Principal's facility, the Contractor shall comply with the following principles:

- 1) it is forbidden to pour hazardous substances, in particular such as: oils, lubricants, emulsions, fuels (petrol, diesel oil), thinners, varnishes, etc. into the sewerage systems located on the Principal's premises;
- 2) the persons to whom the Contractor entrusted or contracted to perform the Services are obliged to prevent sewage, including hazardous substances (e.g. oils, emulsions, gasoline, diesel fuel, thinners, paints, varnishes, etc.) from entering the ground;

In the event that sewage or hazardous substances get into the sewage systems located at the Principal's site or contaminate the ground, the Contractor shall be held fully responsible for the occurrence of the event and shall be obliged to remove all negative effects of such event.

Each case of leakage of sewage or hazardous substances into the sewage system or occurrence of ground contamination must be immediately reported to a representative of the Principal's organizational unit where work connected with the Contract is performed or to the Health, Safety and Environment Department (Tel.: 7908, 8135).

4. Fire and gas safety principles and other hazards.

While performing the Contract at the Principal's facility, the Contractor shall comply with the following principles:

- 1) the Contractor's representative in charge of the work is required to closely cooperate with the coordinator designated by the Principal;
- 2) the persons to whom the Contractor entrusted or contracted to perform the Service who perform work in conditions of increased fire or gas hazard are obliged to apply the safety measures stipulated for a given type of work in accordance with the fire or gas hazard permit held;
- 3) in case of fire or any other hazard (e.g. damage to the plant's infrastructure, pipelines or other technological installations, leakage of hazardous substances into the atmosphere, tanks, watercourses, sewage systems or soil, etc.), the persons in the danger zone and the Shift Supervisor - Smelter Dispatcher (tel. 8750) must be notified immediately;
- 4) in case of an extraordinary threat to the environment, the Health, Safety and Environment Department (tel. 7908) should be immediately notified;
- 5) in the event of the announcement of the need to evacuate people from the area of works, the persons to whom the Contractor entrusted or commissioned the performance of the Service are obliged to immediately take designated routes to the assembly point;
- 6) upon arrival of the State Fire Service, the persons to whom the Contractor entrusted or commissioned the performance of the Service are obliged to provide all the necessary information on the situation, including the actions taken, and then strictly follow the instructions of the person in charge of the rescue and firefighting action.

X. RULES CONCERNING HEALTH AND SAFETY MANAGEMENT

The Contractor shall comply with the following rules when performing the Contract on the Principal's premises:

- 1) The persons, to whom the Contractor has entrusted or contracted to perform the Service, performing work on the Principal's premises shall comply with the "General Health and Safety Manual" prepared by Principal;
- 2) prior to commencing any work, the persons to whom the Contractor entrusted or contracted to perform the Service must be trained by the Principal's employees in the area of occupational health and safety;
- 3) in the area of the Principal's premises one should walk only on the roads intended for pedestrians, and where there is a shared road for pedestrians and vehicles, one should walk on the left side of the road;
- 4) within the halls one may only move along marked roads and passageways;

- 5) traffic signs, light and sound signals, as well as other warning signs and information concerning hazards shall be observed;
- 6) in the production halls protective helmets, protective goggles, hearing protection, full footwear and protective clothing with long sleeves and legs must be worn;
- 7) all defects of electrical equipment should be immediately reported to a representative of the Principal's organizational unit where works related to the Service are carried out;
- 8) one cannot arbitrarily move away from the agreed place of stay (place of work);
- 9) in case of an accident or a sudden illness one should provide the necessary assistance and inform the Shift Manager – Smelter Dispatcher (tel. 8750) –

XI. FORCE MAJEURE

1. The Parties of the Contract shall not be liable in the event of non-performance or improper performance of their obligations arising from Force majeure.
2. Force majeure shall not include:
 - 1) an event caused by a Party of the Contract or by a third party for which that Party is responsible;
 - 2) lack of financial resources, unless their lack results from the Force majeure.
3. The Party which determines the occurrence of Force majeure is obliged to immediately notify the other Party thereof. The notification on the occurrence of Force majeure must include a description of the circumstances of the event and, if possible, an assessment of its impact on the performance of the contractual obligations, including on the deadlines provided for in the Contract.
4. The affected Party shall take all necessary actions to limit the effects of the Force majeure on the performance of its obligations under the Contract.
5. If the Force Majeure ceases, the Party shall immediately notify the other Party thereof.
6. If the Contractor remains under the influence of Force majeure affecting the Service completion date for a period exceeding 3 weeks, and further extension of the completion date could cause damage to the Principal, the Principal may terminate the Contract with immediate effect. In the case of Contract termination, the Parties shall draw up a protocol of inventory and acceptance of work in progress as at the date of termination. Should the Contractor fail to proceed with the inventory on the date indicated by the Principal, the Principal reserves the right to unilaterally prepare a report that will be binding for the Parties. In the case of termination of the Contract by the Principal, the Contractor shall be entitled to remuneration for work that has been properly completed by the date of termination of the Contract, provided that it has been accepted by the Principal by means of a protocol, while the Principal shall be entitled to rights under the guarantee and warranty with regard to the work completed by the Contractor; the guarantee and warranty period shall run from the date of acceptance of the work by means of a protocol.

XII. PERFORMANCE

1. The subject of final acceptance shall be the entire Service specified in the Contract. Partial, preliminary, technical and other acceptances shall be carried out if so specified in the Contract.
2. A final acceptance protocol shall be drawn up by the Parties and signed by authorised representatives of each Party.

3. The Contractor shall provide the Principal with all certificates, attestations, certificates of conformity, etc. regarding the materials used in the performance of the Service not later than one day before the final acceptance date.
4. If any defects are found in the course of acceptance activities, the Principal shall have the right to refuse acceptance of the Service and set an appropriate time limit for defect rectification.
5. If the defects cannot be removed, the Principal shall have the right to reduce the remuneration, demand that the defective Service be performed a second time or withdraw from the Contract, retaining the right to claim from the Contractor compensation and liquidated damages resulting from the delay in Service provision or liquidated damages resulting from withdrawal from the Contract for reasons attributable to the Contractor.
6. When the defects are removed by the Contractor, he shall notify the Principal of the new acceptance date.
7. If the Principal provides the Contractor with equipment belonging to him, the Contractor shall be liable for loss of or damage to equipment belonging to the Principal while such items are under his control. Upon completion of use, the Contractor shall return the equipment in an unrepaired condition; however, the Contractor shall not be responsible for wear and tear resulting from proper use.

XIII. STANDARDS AND REQUIREMENTS FOR PERFORMANCE OF SERVICES

1. The Contractor shall be obliged to inspect the quality of materials used in the performance of the Services prior to their use. In particular, the Contractor shall be obliged to check whether the materials exhibit the agreed properties and whether they are suitable for the use indicated in the Contract or for the use customarily accepted for materials of this type. The Contractor shall carry out quality control in accordance with the type and significance of the goods and the best available knowledge regarding the properties of the materials.
2. Before commencing the Service, the Contractor shall be obliged to familiarized himself with all the conditions which are necessary for its proper performance.
3. Should the Contractor cause damage during the performance of the Service on the Principal's premises, the Contractor shall be obliged to repair the damage immediately. The Contractor's failure to take appropriate action shall be the basis for the Principal's unilateral withdrawal from the Contract with immediate effect, subject to the possibility of pursuing any claims related to the damage caused and the non-performance of the Contract.

XIV. RULES OF TRAFFIC ON THE PRINCIPAL'S PREMISES

1. If the work connected with performance of the Contract is performed on the Principal's premises, the Contractor shall be obliged to comply with the rules of movement of people and means of transport within the Principal's premises covered by the integrated IT system for controlling access of persons and identification of vehicles at entry and exit gates according to the following rules:
 - 1) persons to whom the Contractor has entrusted or contracted to perform the Service have the right to enter the Principal's premises only on the basis of temporary passes issued in the form of a proximity card; the temporary pass is valid with an identity card or other document with a photograph on the basis of which identity can be established;
 - 2) completion of the Service by the Contractor is equivalent to the expiration of the temporary passes. Within 7 (seven) days the Contractor shall return the temporary passes to the

Principal. If the temporary passes are lost or not returned on time, the Contractor shall pay a contractual penalty of PLN 100 (one hundred) for each temporary pass not returned. The Contractor shall be obliged to pay the contractual penalties calculated by the Principal within 14 days from the date of delivery of the debit note issued by the Principal. The note will be sent to the Contractor at the delivery address indicated in the Contract;

- 3) each case of loss or destruction of a temporary pass should be immediately reported to the Principal.

XV. INFORMATION SECURITY AND PROTECTION

1. The Parties to the Contract undertake to refrain from obtaining information from the other Party in an unauthorized manner, and also refrain from disclosing or making unauthorized use of information received from the other Party in connection with the execution of the Contract, having an economic value, in particular commercial, technical, technological, organizational, financial and other data, in particular concerning procedures, markets, customers, products, strategies, assets, liabilities and financial results, as well as other information constituting an enterprise secret as defined in Art. 11 section 2 of the Act of 16 April 1993 on Counteracting unfair competition, unless the Party to which the information belongs expresses its explicit written consent to the other Party.
2. The obligation referred to in item 1 regarding information constituting a secret of the Principal and the Contractor shall bind the Parties during the term of the Contract and after its completion.
3. Confidential information shall be subject to protection regardless of the form in which it is obtained, disclosed or used (written documents, diagrams, designs).
4. The limitations referred to in item 1 shall not apply to information:
 - 1) obtained by one of the Parties before the conclusion of the Contract;
 - 2) obtained from third parties in accordance with the law and not violating the obligations of these parties not to disclose such information;
 - 3) which are publicly known.
5. Protection of information constituting a secret shall not apply to the obligation to disclose in cases required by mandatory provisions of law.
6. The Parties undertake to notify each of their employees or subcontractors associated with the performance of the Contract of the obligation to maintain secrecy. Persons to whom the information was made available shall submit a confidentiality statement on forms consistent with the specimen specified by the Principal.
7. The Principal may demand in writing that materials containing confidential information be returned at any time. Within 7 days of receiving such a request, the Contractor shall return the originals and destroy all written and electronic copies of such information and, within the same period of time, shall submit to the Principal a written statement confirming that all copies of the returned information have been destroyed, unless the above is impossible due to generally applicable laws.
8. To the extent in which, in order to perform the Contract, the Contractor needs access to the Principal's information resources, the Contractor shall be obliged to comply with the Principal's regulations on information security and protection, including making arrangements with the Principal concerning the method of information exchange between the Parties. The Principal undertakes to provide the Contractor with access to additional regulations applicable to the Principal in the field of information security and protection. Failure to provide such access by the

time of concluding the Contract releases the Contractor from liability for breach of the obligation referred to in the first sentence.

9. In the event of breach of the obligations referred to in the items 1-8 above, the Parties shall be fully liable for any damage caused by the disclosure of information under the principles set forth in particular in the Act of 16 April 1993 on Unfair Competition Law.
10. The Parties undertake to ensure compliance with the regulations on personal data protection. If, in the performance of the Contract, it becomes necessary to entrust the processing of personal data provided by the Principal, the Parties will agree on the principles of entrusting their processing on the basis of a separate agreement referred to in Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (GDPR).
11. Regardless of the above, in accordance with Article 13 item 1 and 2 and Article 14 item 1 and 2 of GDPR, the Principal informs that the Administrator of the personal data of the Contractor, his representatives and employees, obtained in connection with the conclusion and performance of the Contract is: Liberty Częstochowa Spółka z ograniczoną odpowiedzialnością with its registered office in Częstochowa, 22 Kucelińska Street, 42-207 Częstochowa (contact details for the Principal's Data Protection Inspector: rodo@libertyczestochowa.pl). Personal data of the Contractor, his representatives and employees will be processed on the basis of applicable legal requirements imposed on the Administrator:
 - 1) Article 6 item 1(c) GDPR for the purpose of:
 - a) verifying the necessary permissions and qualifications required by law to be demonstrated by the Contractor's employees where necessary and will be processed for the duration of the activities requiring such permissions or qualifications;
 - b) recording and handling of information security incidents and will be processed for a period of 5 years from the date of occurrence of the incident;
 - c) fulfilling other legal obligations incumbent on the Administrator and will be processed for the period required by legal regulations imposed on the Administrator.
 - 2) Article 6 item 1(f) GDPR for the purpose of:
 - a) maintaining business contact and will be processed for the duration and performance of the Contract or the period required by law imposed on the Administrator;
 - b) ensuring legal protection of the Administrator, in particular for the purpose of asserting or defending against claims and shall be processed for the period necessary to ensure legal protection, in particular for the period of the statute of limitations for any possible claims.
12. Personal data of the Contractor, his representatives and employees, the Administrator obtained in connection with the conclusion and performance of the Contract.
13. Personal data of the Contractor, his representatives and employees shall be stored for a period equal to the longest period of personal data processing from among those listed in item 11 above.
14. Personal data of the Contractor, his representatives and employees can be made available to authorized entities, in particular: law firms, consulting companies, IT system providers with whom the Administrator cooperates, as well as to entities and bodies to which the Administrator is required or authorized to make personal data available under generally applicable laws.
15. The Contractor, his representatives and employees have the right to access their data and the right to rectify, delete, limit processing, the right to data portability and the right to object.

16. The Contractor, his representatives and employees shall have the right to lodge a complaint to the competent supervisory authority in the field of personal data protection (i.e. the President of the Office for Personal Data Protection) in case they consider that the processing of their personal data violates the provisions of GDPR.
17. Providing personal data is voluntary, but their provision may condition the conclusion or performance of the Contract.
18. Personal data of the Contractor, its representatives and employees will not be subject to processes that could lead to automated decision-making, including profiling.
19. The Contractor undertakes to ensure that all its representatives and employees whose data are processed by the Administrator in connection with the conclusion and performance of the Contract are made aware of the information referred to in this paragraph within the time limits indicated in Article 14 item 3 of the GDPR.

XVI. ASSIGNMENT OF RIGHTS

The Parties exclude the possibility of transferring the receivables arising from the Contract to third parties without the written consent of the Principal.

XVII. WARRANTY AND GUARANTEE FOR DEFECTS

1. The warranty and guarantee period starts from the date of final acceptance, except for the warranty period for legal defects, which starts according to Article 576 of the Civil Code.
2. The subject and conditions of the guarantee are specified in the guarantee document, which the Contractor is obliged to issue to the Principal.
3. The Principal may assert claims after the expiry of the warranty or guarantee, if he notifies the Contractor of the defect before its expiry. The notification may be made in writing, by fax, e-mail or telephone.
4. Liability under the warranty shall be borne by the Contractor under the terms of the Civil Code.
5. If the defects are not removed by the Contractor under the terms of the Civil Code, the Principal shall have the right to remove the defects himself or by a third party at the expense and risk of the Contractor.
6. If the Contractor's guarantee obligations towards the Principal are provided for in the Contract, the guarantee shall not exclude, limit or suspend the Principal's rights under the statutory warranty for defects.

XVIII. CONTRACTUAL PENALTIES

1. The Principal shall be entitled to demand that the Contractor pay the following contractual penalties:
 - 1) for a delay in the completion date of the Contract, unless the Contractor is not at fault for not completing the Contract on time - in the amount of 0.5% of the gross remuneration specified in the Contract for each day of delay, counting from the next day after the deadline specified in the Contract, but not more than 30% of the gross remuneration;
 - 2) for delay in removal of defects identified at acceptance or during the warranty and guarantee period, unless the Contractor is not at fault for failure to meet this obligation on time - in the amount of 0.5% of gross remuneration specified in the Contract for each day of delay, counting from the next day after the deadline specified in the Contract or by the Principal for removal of defects, but not more than 30% of gross remuneration;

- 3) in the event of withdrawal from the Contract by the Principal for reasons attributable to the Contractor (regardless of the legal basis) - in the amount of 30% of the gross remuneration;
 - 4) in case of violation by the Contractor or persons who were entrusted or commissioned by the Contractor with providing Services at the Principal's premises obligations specified in the Table of contractual penalties attached as Appendix 1 to the GCT, the Contractor providing services at the Principal's facility will pay to the Principal for each violation the contractual penalty in the amount specified in the aforementioned Table. In case of violations lasting longer than one day, the contractual penalty will be calculated for each day of violation. The breach should be confirmed by a protocol signed by an authorized employee of the Principal.
2. The total amount of contractual penalties to which the Principal is entitled under the Contract shall not exceed 75% of the total gross remuneration specified in the Contract.
 3. The Contractor shall be obliged to pay the contractual penalties calculated by the Principal within 14 days from the date of delivery of the debit note issued by the Principal. The note shall be sent to the Contractor at the delivery address indicated in the Contract.
 4. The Principal shall be entitled to claim damages in excess of the amount of reserved contractual penalties, on general terms.
 5. Provisions concerning contractual penalties are provisions of an independent nature, and withdrawal from the Contract or early expiration of the Contract for other reasons, regardless of the legal basis, do not cause them to lose their validity.
 6. The contractual penalty may be deducted from the Contractor's claims against the Principal, including the claims for payment of remuneration under the Contract. The deduction shall be made by submitting a written statement to this effect to the Contractor.

XIX. GROUNDS AND PROCEDURE OF WITHDRAWAL OR SUSPENSION OF THE CONTRACT

1. The Principal has the right to:
 - 1) withdraw from the Contract in the event of an economic and financial situation arising in the Principal, causing a reduction in the purchase of Services, provided that the Contractor has not yet started work on the Service;
 - 2) withdraw from the Contract if the Contractor grossly violates his obligations concerning environmental protection, fire safety or occupational health and safety;
 - 3) suspension of the performance of work specified in the Contract for economic and financial reasons arising in the Principal, without the Contractor being able to claim any compensation on this account. This does not exclude covering the costs incurred by the Contractor for the purchase of materials under the already completed Service.
2. The above provisions and those provided for in the Contract do not deprive the Principal of the right to withdraw from the Contract or its termination in cases provided for in the Civil Code or other legal regulations.
3. In the case of early termination of the Contract, regardless of the legal grounds, the Contractor may only demand remuneration for a duly performed part of the Contract.

XX. CONTRACTOR'S STATEMENT ON NOT EMPLOYING PERSONS EMPLOYED BY THE PRINCIPAL

The Contractor hereby declares that during the term of the Contract, he undertakes not to employ any persons employed by the Principal during the performance of the Contract, on any legal basis, be it an employment contract or a civil law contract.

XXI. INSURANCE

1. If the Contract requires the Contractor to maintain insurance, the following provisions shall apply.
2. The Contractor shall be obliged to maintain general third party liability insurance (LI), covering civil liability for damage caused in connection with the performance of work under the Contract, throughout the term of the Contract, including renewal of insurance policies to the required extent.
3. The Contractor shall be obliged to comply with the terms and conditions of the insurance contracts concluded. The consequences of failure to comply with the obligations and requirements provided for in the insurance terms and conditions by subcontractors shall be borne by the Contractor.
4. Upon written request, the Contractor shall provide the Principal with copies of insurance policies evidencing the contracts referred to in item 1, together with proof of payment of premiums or premium instalments due.
5. At any time during the performance of the Contract, the Principal may require the Contractor to submit written information from the insurer on the actual amount of the sum guaranteed, the sum insured or the limit of liability.
6. Should the Contractor fail to maintain valid insurance during the term of the Contract, the Principal may stop the work with immediate effect, in particular refuse to allow the Contractor to enter the site where the work is being performed or withhold advance payments for subsequent stages of the Contract until the Contractor meets all insurance requirements. If the suspension of work results in a delay in its completion, this shall be considered a delay for reasons attributable to the Contractor, and the suspension of payments shall not result in the Principal being obliged to pay interest for the delay.
7. In the case of Contractors acting jointly (consortium), all members of the consortium must be covered by the required insurance. The consortium leader is responsible for meeting the insurance requirements.
8. Transfer of rights under the insurance contract by the Contractor to a third party shall require written consent of the Principal under pain of nullity.
9. The insurance obligations referred to in item 1-8 shall apply mutatis mutandis to subcontractors whose services the Contractor intends to use to perform the Contract.

XXII. FINAL PROVISIONS

1. Any amendments to the Contract, as well as its suspension, termination and withdrawal shall be made in the form in which the Contract was concluded or in writing, otherwise being null and void.
2. In matters not covered, the provisions of universally applicable Polish law, including the provisions of the Civil Code shall apply.
3. Any disputes that may arise from the validity and implementation of the Contract shall be resolved by the District Court in Częstochowa or the Regional Court in Częstochowa, depending on the value of the object of the dispute.
4. Disputes shall not be submitted to the jurisdiction of arbitration courts and the like.
5. All attachments to the Contract constitute its integral part.

Table of contractual penalties for violation of health and safety and other regulations by external entities providing services to Liberty Częstochowa sp. z o. o.

No.	VIOLATION	AMOUNT OF PENALTY IN PLN
1.	Performing work without required approval documents (including site entry note, work organization project, etc.).	2500
2.	Operating machines, craning equipment and vehicles without proper permissions.	1000
3.	Allowing work to be performed without occupational health and safety training in accordance with the Principal's internal requirements.	1500
4.	Performing work at height without proper protection against falling.	2000
5.	Usage of scaffolding contrary to regulations (including failure to collect by authorized persons).	1000
6.	Smoking tobacco, electronic cigarettes or novelty tobacco products in any premises within the Smelter, except for places designated for this purpose, appropriately adjusted and clearly marked.	500
7.	Attempting to enter or remaining on the premises of the Principal under the influence of alcohol, drugs or other intoxicants.	5000
8.	Not wearing appropriate work clothing, footwear and personal protective equipment.	1000
9.	Failure to comply with traffic regulations (including driving on routes other than those designated, not complying with the traffic regulations in force on the Principal's premises, obstructing routes or driveways for ambulances).	1000
10.	Violations of the pass system (including the use of someone else's passes, forgery of passes, etc.)	2500
11.	Use of inoperative machines and tools without fully operational protective devices.	1000
12.	Failure to separate and mark hazardous areas when performing work at height or other work required by internal regulations.	1000
13.	Damage or disassembly of safety devices (including barriers, safety signs, fire safety equipment).	2000
14.	Storing hazardous substances and preparations in improper packaging.	500
15.	Inappropriate waste management (including storage of waste in a place not intended for it or in an improper way).	1000
16.	Theft or attempted theft.	5000
17.	Use of work clothing without a company logo and name or without badge with company name	500