

**GENERAL RULES FOR EXECUTION OF CONTRACTS IN GRUPA AZOTY ZAKŁADY CHEMICZNE "POLICE" S.A.**
**1. DEFINITIONS**

- 1.1. „General Rules” shall mean the present General Rules for Execution of Contracts binding in the Grupa Azoty S.A. Corporate Group Companies and in the premises thereof. The General Rules shall apply to Contracts, whether of not being enclosed thereto. The General Rules shall also apply in case of services, works or deliveries performed with no signed written Contract.
- 1.2. “Contract” shall mean a contract or other written agreement where the Ordering Party is a party to. The “Contract” shall also mean any and all amendments thereto which shall be construed jointly with the Contract.
- 1.3. “Ordering Party” shall mean Grupa Azoty S.A. and its subsidiaries.
- 1.4. “Contractor” shall mean the other party to the Contract; should there be more Contractors than one, this phrase shall mean all Contractors jointly as well as each Contractor individually. The provisions regarding Contractors shall also apply to subcontractors, subcontractors of such subcontractors, and so on.
- 1.5. “Party” shall mean either the Ordering Party or the Contractor and “Parties” shall mean both the Ordering Party and the Contractor.
- 1.6. “Ordering Party’s Premises” shall mean the area of the Ordering Party’s enterprise as well as any other area constituting the Ordering Party’s property or controlled by the Ordering Party in any other manner, in particular under a contract for perpetual usufruct, hire or rent.
- 1.7. “Ordering Party’s Representative” shall mean a person named as such in the Contract. For the purpose hereof, the aforementioned shall also apply when the Contract provides for a distinction between the Ordering Party’s Representatives and other functions, such as a coordinator of the Contract, coordinator of works, project manager.
- 1.8. “Subject Matter of the Contract” shall mean any and all works performed and services rendered under the Contract for the benefit of the Ordering Party, as well as any and all results of such works and services and completed deliveries.

**2. TERMS AND CONDITIONS OF EXECUTION**

- 2.1. During the execution of the Contract, in particular works conducted or services rendered in the Ordering Party’s Premises, the Contractor shall comply with safety and organizational regulations in force at the Ordering Party’s Premises, especially those concerning the occupational health and safety, fire safety, explosion hazards, chemical hazards, in particular gaseous ammonia hazard as well as other chemical substances hazards and pass system.
- 2.2. For the execution of the Subject Matter of the Contract, the Contractor shall delegate employees who have been trained in the field of occupational health and safety and fire safety regulations in force at the Ordering Party’s Premises, as well as it shall comply with instructions and documents provided by the Ordering Party’s Representatives. The Contractor shall confirm that the employees executing the Subject Matter of the Contract have been made aware of the regulations, instructions and documents by way of a relevant statement which shall be furnished to the Ordering Party.
- 2.3. The documents setting out the obligations referred to above shall be furnished to the Contractor by the Ordering Party’s Representative prior to the commencement of conducting of works or rendering of services. Moreover, where the nature of works or services so requires, the employees of the Contractor who conduct works or render

services in the Ordering Party’s Premises shall undergo training with respect to safety rules and regulations organized by the Ordering Party

- 2.4. The Contractor shall strictly adhere to the safety guidelines and instructions given by the Ordering Party’s Representative.
- 2.5. The Contractor shall consult the Ordering Party’s Representative in the event of any doubts regarding safety before commencing any activities with respect to which the doubts arose.
- 2.6. Each time before commencing the works, the Contractor shall provide the Ordering Party’s Representative in charge of overseeing works in a particular location, the shift leader or any other person authorized by the Ordering Party with the information regarding the number of employees of the Contractor and its subcontractors carrying out works under the Contract. Moreover, the Contractor shall make its employees, indicated by name, and the employees of the subcontractors, indicated by name, to confirm in writing the time of arrival and completion of work (leaving the premises) in the manner specified by the Ordering Party’s Representative.
- 2.7. Should the Contractor fail to comply with the aforementioned obligations, the Ordering Party may impose a contractual penalty provided for such cases in the Contract, and should the Contractor fail to comply with the obligations referred to in Clause 2.6 above, the Ordering Party may also refuse to allow the Contractor to conduct works for reasons attributable to the Contractor.
- 2.8. The Contractor shall be fully liable for ensuring safe working conditions as well as for the organizational and technical methods applied on site with respect to the organization and technology of own work.
- 2.9. The Ordering Party shall not be held liable for the protection of the Contractor’s property left in the Ordering Party’s Premises.
- 2.10. In the course of works covered by the Subject Matter of the Contract, the Contractor shall notify the Ordering Party on an ongoing basis of any threats to the execution of the Contract, including any circumstances on the part of the Ordering Party which may affect the quality, deadlines or scope of works. Such information should be furnished to the Coordinator of the Contract appointed by the Ordering Party. Failure to furnish such information shall make any costs and additional actions connected with the consequences of a given event to be borne by the Contractor. Moreover, the Contractor shall notify the Ordering Party in writing of the course of execution of the Contract at a written request of the Ordering Party.
- 2.11. After the completion of works constituting the Subject Matter of the Contract or upon the Ordering Party’s request, the Contractor shall return any and all received passes or electronic passes to the Ordering Party’s Premises. Should the Contractor fail to fulfill the aforementioned obligation, the Ordering Party shall be entitled to charge the Contractor with costs incurred due to issuing of new passes.

**3. SUBCONTRACTORS**

- 3.1. The Contractor shall complete the Subject Matter of the Contract with own resources unless the very Contract provides otherwise or unless it turns out throughout the course of works that in order to complete the Subject Matter of the Contract in a correct and timely manner it would be necessary for the Contractor to be supported by subcontractors.

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- 3.2. The Subcontractor shall mean a natural person, a legal entity or an unincorporated body with legal capacity who concluded a subcontract with the Contractor for the performance of a part of works covered with the Subject Matter of the Contract, provided that such a subcontract is approved by the Ordering Party in writing under the pain of nullity.
- 3.3. The Contractor shall assure that its Subcontractors are properly experienced and licensed and that they would perform works of suitably high quality and with due care.
- 3.4. Prior to subcontracting works, the Contractor shall obtain the Ordering Party's written approval to subcontract works to the indicated Subcontractor unless such a Subcontractor has been indicated in the very Contract or appendices thereto.
- 3.5. The works may be entrusted by the Contractor to Subcontractors only upon the Ordering Party's approval expressed in writing under the pain of nullity. Upon the Ordering Party's request, the Contractor shall present a draft contract with a Subcontractor. The Ordering Party may request the Contractor to immediately relegate a Subcontractor not approved by the Ordering Party from the site of works or may relegate such a Subcontractor at the Contractor's cost. Entrusting of tasks to a Subcontractor other than the one approved by the Ordering Party or an essential change to the contract with a Subcontractor comparing to the draft presented to the Ordering Party, including the modification of the scope of tasks determined with such a contract shall be subject to reapproval by the Ordering Party under the procedure as determined in this Clause.
- 3.6. The Contractor shall bear full responsibility towards the Ordering Party for works performed by or with the help of Subcontractors and shall be responsible for actions and omissions of its Subcontractors as for its own actions and omissions.
- 3.7. The Subcontractor shall inform the Contractor of any threats that may occur during conducting of works and shall report to the Contractor near-miss incidents that occurred during the Contract execution. The aforementioned shall be entered to a site logbook if such a document is kept.
- 3.8. In the event of concluding a subcontract for works covered with the Subject Matter of the Contract, the scope and value of works performed by Subcontractors shall be described by the Contractor in a respective Partial Acceptance Report as well as in the Final Acceptance Report.
- 3.9. The Ordering Party may request the Contractor to change or relegate a Subcontractor, a Supplier or a Service Provider from the performance in the field of the Subject Matter of the Contract if the Subcontractor's technical equipment, personnel and qualifications do not meet the conditions or requirements regarding subcontracting as per the Contract, do not assure the correct conducting of construction works, deliveries or services or do not assure keeping the deadlines for conducting thereof. Upon the Ordering Party's request, the Contractor shall immediately relegate the Subcontractor or sub-subcontractor from the construction site should the Subcontractor's actions at the construction site violate the provisions of the Contract, as well as it shall describe such an event in a site log, specifying the reasons lying behind the work stoppage. The Subcontractor may be allowed to continue the stopped works only upon introducing effective solutions assuring that the requirements described in the Contract would be fulfilled.
- 3.10. Should any Subcontractor, Supplier or Service Provider bring an action at law against the Ordering Party, the Contractor, upon the Ordering Party's request, shall participate to the suit at its own expense and shall cover any and all costs that the Ordering Party is encumbered with in this respect. The Contractor shall bear all burdens related to the court or arbitration proceedings and to cover by itself any and all costs of the proceedings, including the costs at the Ordering Party's side.
- 3.11. In any case when any dues are paid to a Subcontractor, a Supplier or a Service Provider directly by the Ordering Party, the Contractor shall immediately reimburse the paid amounts together with interest to the Ordering Party. In such case, the Contractor shall also compensate any and all other damage suffered by the Ordering Party. In case of a failure to compensate, the Ordering Party may satisfy its claims in particular by way of deducting a respective amount from the Contractor's remuneration provided that it has not been fully paid yet, or by way of cashing a performance security.
- 3.12. The Ordering Party reserves the right to pay the Contractor's remuneration against the presentation of a written proof of payment of respective remuneration to Subcontractors for works entrusted to them.
- 4. PROTECTION OF ENVIRONMENT**
- 4.1. The Contractor shall be responsible for the protection of environment at the site of works and in its vicinity as well as for the handling of waste in accordance with the rules specified in the Waste Act of 14.12.2012, as amended. The Contractor shall remove waste produced at the Ordering Party's Premises throughout conducting of works in a manner consistent with the rules specified in the Waste Act or in the Contract.
- 5. FORCE MAJEURE**
- 5.1. The Parties shall not be liable towards each other for the failure to perform or delay in performing of the Contract being a result of the force majeure and for damage or loss related thereto.
- 5.2. Force majeure shall mean extraordinary or unpredictable events or circumstances rendering the performance of the Contract in full or in part impossible, which the Parties were unable to stop, avoid or control despite undertaking preventive and limiting actions, in particular including acts of God, floods, accidents, fire, explosions, wars, risks of war, mobilizations, riots, rebellions, sabotages, uprisings, social unrests or requisitions, strikes, lockouts or other commercial or industrial disputes in which personnel of the Parties take part, other obstacles of the same importance independent of the Parties' will, all of them of an unpredictable nature ("Force Majeure").
- 5.3. The Force Majeure event shall result in suspension of obligations of the Parties.
- 5.4. Delays caused by the following events shall not be considered Force Majeure:
- suspension of activity imposed by competent authorities due to a failure to observe occupational health and safety principles by the Parties;
  - delays on the part of the Contractor or the Ordering Party regarding the delivery of materials;
  - delays or failures to provide deliveries, services, construction works or any other works by subcontractors.
- 5.5. Force Majeure events shall be immediately notified to the other Party in writing, not later than within three days

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after the Force Majeure event had occurred. The notification shall include explanation regarding the underlying causes of Force Majeure and the expected duration thereof.

- 5.6. As far as delays caused by Force Majeure are concerned, the Parties shall agree the extension of deadlines by a period proportionate to the consequences affecting the progress of work as a result of such delays.
- 5.7. If Force Majeure persists or is expected to persist for a period of over 15 (fifteen) days, the Parties shall meet to define the terms and conditions for either continuing or terminating the Contract.

**6. ACCEPTANCE**

- 6.1. Works performed and services rendered by the Contractor shall be subject to acceptance.
- 6.2. The venue of acceptance shall always be the seat address of the Ordering Party. The exact venue of acceptance at the Ordering Party's Premises shall be determined by the Ordering Party's Representative.
- 6.3. The relevant acceptance report signed by persons authorized to sign it under the Contract shall be the document confirming acceptance.
- 6.4. The relevant acceptance report, bilaterally accepted and signed without reservations, shall every time be enclosed to the relevant invoice and shall constitute the basis for issuing thereof
- 6.5. Works which would be covered or removed from sight shall be subject to partial acceptance prior to covering or removing thereof from sight.
- 6.6. Should: (a) the Contractor be threatened with bankruptcy; (b) the Contractor or another entity file a bankruptcy petition; (c) the Contractor's bankruptcy is declared, the Parties, upon the Ordering Party's request executed in writing under the pain of nullity, shall immediately carry out a procedure of partial acceptance of works conducted under the Contract as of the day of receiving the aforementioned request by the Contractor. As a result of such a partial acceptance, any and all rights to the accepted part of the Subject Matter of the Contract, including the property right to devices and materials delivered under the Contract, intellectual property rights, etc., shall be transferred onto the Ordering Party upon the payment of the corresponding part of the contractual remuneration by the Ordering Party. Should the Contractor fail to participate to the partial acceptance procedure, the Ordering Party shall be entitled to carry out the procedure by itself. The acceptance report executed by the Ordering Party shall be binding to the Contractor.

**7. DEFECTS OF THE SUBJECT MATTER OF THE CONTRACT**

- 7.1. Should any defects be detected during the acceptance procedure, the Ordering Party shall be entitled to do as follows:
  - a) If the defects can be eliminated, the Ordering Party may refuse acceptance until the elimination thereof and, retaining all of its rights to contractual penalties, may set the relevant deadline for that purpose to the Contractor;
  - b) If the defects cannot be eliminated: (i) if the defects do not render the intended use of the Subject Matter of the Contract impossible, the Ordering Party may complete the acceptance procedure, proportionately lowering the Contractor's remuneration; or (ii) if the defects render the intended use of the Subject Matter of the Contract impossible, the Ordering Party may, without rescinding the Contract and retaining all of its

rights to contractual penalties, request that the Subject Matter of the Contract be performed again, setting the relevant deadline for that purpose to the Contractor; or (iii) if the defects render the intended use of the Subject Matter of the Contract impossible, the Ordering Party may rescind the Contract, retaining all of its rights to contractual penalties.

- 7.2. The Contractor may not refuse to eliminate defects regardless of costs related thereto.
- 7.3. The Contractor shall eliminate defects within the deadline set by the Ordering Party and should the deadline be not met, the Ordering Party may entrust the elimination of defects or reconducting of works or services to another entity at the Contractor's cost and risk.

**8. PAYMENTS AND SETTLEMENTS**

- 8.1. The Contractor shall issue invoices in line with the respective provisions of law in force, in particular in line with the Goods and Services Tax Act of 11.03.2004 and executive acts to the said Act.
- 8.2. The Ordering Party confirms its status of a large enterprise in the meaning of the Act of 8.03.2013 on Countering Excessive Delays in Commercial Transactions and represents that it is an active VAT payer.
- 8.3. Amounts due under VAT invoices shall be settled by way of a split payment by wire transfers from the Ordering Party's bank account to the Contractor's bank accounts as specified in the Contract.
- 8.4. By accepting the Contract for execution, the Contractor represents that any and all bank accounts specified in the contents thereof are proper to make settlements under the concluded Contract as of the wire transfer order date; the Contractor registered as a VAT-payer represents also that such bank accounts have been reported to the competent tax authority and have been entered in the Register of VAT Payers.
- 8.5. The Ordering Party reserves the right to effect a set-out of amounts due to the Ordering Party under any legal title whatsoever from the Contractor's remuneration for works covered with the Contract.
- 8.6. The Contractor may not assign financial liabilities arising under the Contract to a third party without a prior written consent of the Ordering Party (comp. Article 509 of the Civil Code).
- 8.7. It shall be agreed that regardless of the contractual penalties referred to in the Contract, the Ordering Party may pursue complementary compensation up to the full extent of suffered damage, including lost gains.
- 8.8. The penalties referred to in the Contract shall be paid to the bank account of the entitled Party within seven days after the delivery of the relevant accounting note.

**9. SUBMITTING INVOICES IN THE ELECTRONIC FORM**

- 9.1. The Contractor shall submit invoices in the electronic form, provided that this is approved by the Ordering Party in a separate document.
- 9.2. The Contractor may apply for the approval to submit invoices in the electronic form by sending a suitable request to the Ordering Party's relevant organizational unit responsible for settlements with contractors: (i) in writing to the Ordering Party's address; or (ii) in the electronic form to the e-mail address as agreed with the Ordering Party's Representative.
- 9.3. When requesting to be allowed to submit invoices in the electronic form, the Contractor may submit its own specimen acceptance statement which shall be then

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reviewed by the Ordering Party's accounting personnel. Should the statement in the form submitted by the Contractor be not accepted, the consent to the submission of invoices in the electronic form shall be issued with the use of the form used by the Ordering Party.

#### 10. CONFIDENTIALITY

- 10.1. The Parties to the Contract shall treat any and all data and factual information, including the information disclosed in connection with the concluding of the Contract, regarding the other Party, its business activity, received or obtained at anytime and in any manner, concerning the concluding and performing of the Contract, as the trade secret and therefore shall not disclose such data and information to third parties and shall not use such data and information for the purpose other than the execution of the Contract.
- 10.2. The aforementioned confidentiality clause shall not apply to information disclosed by the Ordering Party to companies rendering services to its benefit, including in particular advisory, financial and accounting companies.
- 10.3. The aforementioned confidentiality clause shall not apply to information which (i) is commonly known; or (ii) has been made available to the general public for reasons other than acts or omissions of the receiving Party; or (iii) which must be made available pursuant to the provisions of law in force; or (iv) which have been received by the receiving Party from the third party not obliged to keep the privacy thereof by the Party which such information concern.
- 10.4. The Ordering Party is a Public Company, therefore the provisions of the Contract are covered with a confidentiality clause in the meaning of the Act of 29.07.2005 on Public Offering and on Terms and Conditions for Introducing Financial Instruments into Organized Trading and on Public Companies and the Act of 29.07.2005 on Trading in Financial Instruments.
- 10.5. Disclosing confidential information shall be subject to criminal and civil law liability in line with the provisions of the Act of 29.07.2005 on Public Offering and on Terms and Conditions for Introducing Financial Instruments into Organized Trading and on Public Companies and the Act of 29.07.2005 on Trading in Financial Instruments.
- 10.6. The Contractor shall advise all persons having access to confidential information contained in the Contract of the obligation to keep it in privacy and of the legal consequences of disclosing thereof, i.e. of the criminal and civil law liability provided for in the aforementioned regulations.
- 10.7. Notwithstanding the foregoing obligations, the Parties undertake to keep information regarding the terms and conditions of the Contract and any and all data regarding the other Party's enterprise, as well as data regarding its customers, in privacy and to refrain from disclosing such data and information to third parties pursuant to the rules set forth in the Countering Unfair Competition Act of 16.04.1993 unless such information and data are commonly known or unless prior authorized in writing to do so by the other Party. The foregoing shall also include any other information constituting trade secret, in particular: (i) economic information, (ii) commercial information, (iii) technical or organizational information, (iv) know-how, (v) information regarding planning and strategy, (vi) information regarding IT systems and computer software, (vii) information regarding principles of distribution and supply, (viii) information regarding prices, (ix) information regarding internal regulations and procedures, (x) information regarding processes, including technological

processes and production processes, (xi) information regarding current or planned marketing and promotional activity.

- 10.8. The information referred to hereinabove may be disclosed to courts, public and local administration bodies provided that such courts or bodies are authorized under the law to request such information. However, if this is the case, the relevant Party shall, before disclosing information, notify the other Party of such a request from a court or another body (delivering a copy of such a request to the other Party included) and indicate the scope of information requested for disclosure by such a court or body.
- 10.9. Should the Party fail to fulfill the aforementioned obligations, the other Party shall have the right to rescind the Contract with an immediate effect and to claim a contractual penalty set forth in the Contract in case of such events.
- 10.10. The provisions regarding confidentiality shall remain in force even after the Contract expires, is completed, dissolved, terminated, rescinded or nullified, for a period of no less than 10 years from the date of fulfillment of all obligations under the Contract, whichever occurs last (in particular: signing of the final acceptance report, expiration of warranty and statutory warranty).

#### 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. The manner of executing of the Subject Matter of the Contract by the Contractor and the results of the Contractor's activity consisting in executing of the Subject Matter of the Contract may not in any manner infringe the intellectual property rights and patents of third parties.
- 11.2. The Contractor shall bear full liability towards third parties for any infringements of their intellectual property rights and patents by the Contractor during or in connection with executing the Subject Matter of the Contract.
- 11.3. Should a work in the meaning of the Copyright and Related Rights Act of 4.02.1994 be created in the course of executing of the Contract, in particular (i) a computer program, (ii) a study, (iii) an elaboration, (iv) a presentation, (v) a spread sheet, (vi) a technical or construction design, etc., the Contractor, as part of its remuneration, shall unconditionally and exclusively transfer onto the Ordering Party all proprietary copyrights and derivative rights to such a work within at least the following fields of use:
  - a) recording and multiplying by any technique, regardless of standard, system or format;
  - b) recording and multiplying by printing or by similar techniques (including photocopying) in infinite quantity and circulation;
  - c) modifying;
  - d) public presenting, screening, replaying;
  - e) introducing to circulation and spreading by all distribution channels in Poland and abroad;
  - f) broadcasting by wired or wireless vision or sound, by ground and cable stations, reemitting regardless of standard, system or format (including simultaneous and integral reemitting) in infinite quantity and circulation;
  - g) entering into computer memory and multimedia networks in infinite sending quantity and circulation;
  - h) using at Internet websites;
  - i) introducing to circulation via the Internet and other data transfer techniques using telecommunication, information technology and wireless networks in infinite sending quantity;



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- j) using in multimedia works in infinite sending quantity and circulation;
- k) making available to the public in such manner as to make it possible for everyone to access it at a venue and date of their choice;
- l) using parts of the Subject Matter of the Contract for promotional and advertising purpose in infinite circulation;
- m) any other use in all forms of activity conducted by the Ordering Party, including industrial designs and trademarks, as well as in marketing, promotion and advertising activities, i.e. at posters, billboards, catalogues, leaflets, brochures, folders, calendars, albums, press, Internet and specialized advertisements, multimedia presentations, mobile apps, etc.;
- n) providing any and all authorizations and licenses to execute derivative rights with respect to the original work and with respect to elaborations created based on the original work;
- o) selling and disposing in other manner of the rights to the original work and elaborations at the Ordering Party's own discretion and needs;
- p) with respect to the circulation of the original work or copies thereof: introducing into circulation, lending or leasing of the original work or copies thereof.
- 11.4. The Ordering Party shall in any case have the right to use the work for its own internal purposes associated with its business activity or the activity of the corporate group to which the Ordering Party belongs, even if such usage falls outside of the fields of use indicated above.
- 11.5. The Contractor represents that, with respect to the transferred copyrights:
- on the Contract signature date it has been a sole and exclusive owner of proprietary copyrights and derivative rights to the Subject Matter of the Contract
  - there are no obstacles that would render it impossible to transfer proprietary copyrights and derivative rights to the Subject Matter of the Contract in the scope as determined in item a) above onto the Ordering Party;
  - proprietary copyrights and derivative rights to the Subject Matter of the Contract are not subject to a lien or other third party rights and shall be transferred onto the Ordering Party with no limitations;
  - upon handing over of the Subject Matter of the Contract to the Ordering Party it will be in possession of a statement by a creator of the Subject Matter of the Contract that in case of emerging of any new fields of use of the Subject Matter of the Contract that have been unknown at the Contract signature date, the right to use the Subject Matter of the Contract in these fields would be transferred onto the Contractor and the Contractor would afterwards transfer this right onto the Ordering Party, as part of its remuneration, upon the Ordering Party's first request.
- 11.6. Transferring of proprietary copyrights and derivative rights onto the Ordering Party cannot be effected later than at the date of handing over of the Subject Matter of the Contract to the Ordering Party and under any condition that would be fulfilled after the date of handing over of the Subject Matter of the Contract.
- 11.7. Transferring of copyrights shall in any case be effected upon the signature of the relevant work acceptance report and the relevant remuneration for such a transfer shall be included by the Contractor in the contractual remuneration for performing the Subject Matter of the Contract, with the proviso of Clause 11.6 above.
- 12. COOPERATION OF BUSINESS PARTNERS**
- 12.1. The Contractor may not employ employees of the Ordering Party for executing the Contract, neither on the basis of a contract of employment nor on the basis of another type of civil law agreement (contract of mandate, contract for specific task, etc.).
- 12.2. Any exceptions to the aforementioned rule shall be possible only upon the approval of the Ordering Party or the Ordering Party's duly authorized representatives.
- 12.3. The Contractor hereby confirms that before submitting a bid it thoroughly read and assumes an obligation to act in compliance with the provisions of the Grupa Azoty Group's Code of Ethical Conduct available at <https://zchpolice.grupaazoty.com/en/the-company/compliance-management/code-of-ethical-conduct>.
- 12.4. The Contractor hereby confirms that before submitting a bid it thoroughly read and acknowledges the provisions of the Anti-Corruption Code available at <https://zchpolice.grupaazoty.com/en/the-company/compliance-management/anti-corruption-code>.
- 12.5. The Contractor hereby confirms that before submitting a bid it thoroughly read and assumes an obligation to comply with any and all terms and conditions included in the Code of Conduct for Business Partners available at <https://zchpolice.grupaazoty.com/en/the-company/compliance-management/code-of-conduct-for-business-partners>.
- 12.6. The Parties assume an obligation that any and all resources obtained by the other Party in connection with executing of the Contract will in no event be used, in whole or in part, to finance any benefits of a corruption-related nature.
- 12.7. The Parties shall support each other in detecting and countering corruption activities; each Party shall inform the other Party whenever it acquires knowledge or justified suspicion that a corruption event has occurred in connection with executing the Contract.
- 12.8. By accepting the Contract for execution, the Contractor confirms that the Subject Matter of the Contract has not been obtained through criminal activity and that it has not been subject to transaction within the "carousel fraud", as well as that the Contractor does not participate in any tax fraud.
- 12.9. Should the Contractor fail to fulfill the foregoing obligations, the Ordering Party shall have the right to rescind the Contract with an immediate effect and, retaining all of its rights to pursue compensation on general basis, to claim a contractual penalty amounting up to 10 000 PLN for each detected breach. The actual amount of the contractual penalty shall be set by the Ordering Party's Representative.
- 13. PERSONAL DATA PROTECTION / GDPR DISCLAIMER**
- 13.1. The administrator of personal data of natural persons being (i) Contractors to the Ordering Party, (ii) subcontractors of Company's suppliers or business partners, (iii) partners, (iv) employees, (v) statutory representatives, (vi) plenipotentiaries, (vii) representatives of suppliers, business partners or their subcontractors; or (viii) other persons whose personal data is processed by the Ordering Party in order to issue or proceed invoices under the cooperation with suppliers or business partners shall be a respective Grupa Azoty S.A. Corporate Group Company placing an order, which shall act as an independent personal data administrator, or Grupa Azoty Corporate Group Companies listed in the Appendix No. 1 to the GDPR

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- Disclaimer, which shall act as co-administrators of personal data collected in Grupa Azoty's database of contractors.
- 13.2. The full contents of the GDPR Disclaimer including the information required under Articles 13 and 14 of the General Data Protection Regulation (GDPR) is available at the Ordering Party's website:  
<http://zchpolice.grupaazoty.com/ochrona-danych.html>.
- 13.3. The data of Grupa Azoty Corporate Group Companies as well as the contact data of respective data protection inspectors have been listed in the Appendix No. 1 to the GDPR Disclaimer.
- 13.4. The purpose for data processing shall be fulfilling of contractual obligations, exchanging of the contact data of business partners within the Grupa Azoty Corporate Group as well as storing of documentation as an evidence that relevant duties arising under the provisions of law in force, in particular those of the Accountancy Act and Tax Ordinance Act have been fulfilled.
- 13.5. The Contractor shall have the right to access its personal data as well as to demand the alteration, erasure, restriction of processing, moving thereof and to submit an objection regarding processing thereof.
- 13.6. To enable the Contractor execute its rights, the Ordering Party hereby asks the Contractor to enter into contact with the use of the contact data listed in the Appendix No. 1 to the GDPR Disclaimer.
- 14. RIGHT TO TERMINATE THE CONTRACT**
- 14.1. The Ordering Party shall have the right to immediately terminate the Contract should the Ordering Party learn that:
- the Contractor submitted a motion for commencing recovery proceedings to a court,
  - the Contractor was removed from the relevant register,
  - liquidation proceedings were commenced against the Contractor;
  - the Contractor's financial condition worsened or the Contractor's assets were seized to an extent rendering it impossible or considerably difficult for the Contractor to perform the Subject Matter of the Contract.
- 15. SEVERABILITY CLAUSE**
- 15.1. Should any provision of the Contract, General Rules or other appendices to the Contract appear against the law, invalid or unenforceable, then it shall have no effect on the validity of other provisions of the Contract, General Rules and other appendices to the Contract, and the remaining part of the Contract shall remain valid.
- 15.2. In the case referred to in Clause 15.1, the Parties shall replace invalid provisions of the Contract with newly agreed provisions, the purpose of which would be similar to the provisions recognized as invalid.
- 16. OTHER DISPOSITIONS**
- 16.1. Unless otherwise stipulated in the Contract, it shall be assumed that all prices are net prices and all days are calendar days.
- 16.2. The Parties confirm that addresses specified in the recitals of the Contract are their delivery addresses. Each Party assumes an obligation to inform the other Party in writing about every change of its delivery address. Should the Party fail to fulfill the aforementioned obligation, it shall be assumed that any document sent to the address previously known to the other Party was delivered correctly.
- 16.3. Should the correspondence sent to the address determined according with the Clause 16.2 was not collected despite being notified twice, the Parties shall assume that it was delivered 14 days after the first notification had been left under the said address; the aforementioned shall also apply to the situation when the addressee refuses to accept the correspondence or when the correspondence is returned to the sender with a "gone away" [*adresat wyprowadził się*] note.
- 16.4. These General Rules constitute an integral part of the Contract and the contents hereof shall be construed jointly with the contents of the Contract and with the contents of other appendices to the Contract.
- 16.5. In case of any discrepancies between the contents of the Contract and the contents of these General Rules, the Contract shall prevail unless the very Contract provides otherwise.
- 16.6. In case of any discrepancies between the contents of these General Rules and the contents of other appendices to the Contract, the General Rules shall prevail unless the very Contract provides otherwise.
- 16.7. The Contract shall be governed by the laws of Poland.
- 16.8. The language of the Contract shall be Polish.
- 16.9. In matters not addressed in the Contract the provisions of the Civil Code and other acts of Polish law shall apply.
- 16.10. Any disputes arising under the Contract shall be resolved by a common court with the jurisdiction over the Ordering Party's registered seat.
- 16.11. Any changes to the Contract, the General Rules and other appendices to the Contract may be entered only in writing, by signing thereof by duly authorized representatives of both Parties, or shall be invalid.