

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS OR SERVICES BY GASPOL S.A.**1. DEFINITIONS**

- 1.1. GTC** – means these General Terms and Conditions of Purchase used by GASPOL S.A. based in Warsaw and its subsidiaries.
- 1.2. Agreement** – means a sales agreement, supply agreement, service agreement, or any other agreement executed by the Purchaser with the Supplier, including attachments constituting an integral part thereof, such as the General Terms and Conditions of Purchase, under which the Purchaser acquires ownership of the Product or acquires a Service from the Supplier.
- 1.3. Product** – means raw material, product, goods, or other item being the subject of purchase under the Agreement or Order, in particular, delivered based on a sales agreement, supply agreement, contract for work or construction contract.
- 1.4. Service** – means a service other than a Product, provided by the Supplier to the Purchaser under the Agreement or Order, in particular such which object is a service contract or service provision agreement to which the regulations regarding service contracts apply accordingly.
- 1.5. Invoice** – means an invoice within the meaning of VAT regulations, as well as any other accounting document permitted by the law of the Purchaser's country, if the Supplier is not required to issue invoices under VAT regulations.
- 1.6. Supplier** – means any domestic or foreign entity or person who sells a Product or provides a Service to the Purchaser.
- 1.7. Purchaser** – means GASPOL S.A. with its registered office in Warsaw or any of its subsidiaries, depending on which of them is a party to the Agreement or Order.
- 1.8. Party, Parties** – means the Supplier or Purchaser, or both parties simultaneously.
- 1.9. Order** – means an order placed in writing or electronically by authorized persons representing the Purchaser, including via a system dedicated by the Purchaser for placing Orders.
- 1.10. Register** – refers to the VAT taxpayer registry maintained by the Head of the National Tax Administration in accordance with VAT regulations.
- 1.11. Work** – means a work as defined by copyright law, created in connection with the performance of the Agreement or Order or forming the product of the Agreement or Order.

2. GENERAL PROVISIONS

- 2.1.** These GTC constitute an integral part of all Orders placed by the Purchaser for Products or Services and of those Agreements that explicitly refer to these GTC. Whether a document is considered an Order or Agreement for the purposes of these terms shall be determined by its title.
- 2.2.** The GTC applies in full and without modification unless otherwise specified in the Order or Agreement.
- 2.3.** Terms deviating from the GTC, especially those in the Supplier's terms of sale, are binding on the Purchaser only if expressly confirmed by the Purchaser in writing or electronically. Unqualified acceptance of the Order or Agreement does not imply acceptance of different terms by the Purchaser.
- 2.4.** Detailed terms regarding the type of Product or Service, quantity, delivery terms in accordance with the current INCOTERMS rules, price, and payment terms will be specified in the Order or Agreement.
- 2.5.** INCOTERMS conditions included in the Order or Agreement always refer to the version of INCOTERMS in effect at the time of the Order submission or Agreement signing.
- 2.6.** The Agreement is concluded upon signing by both Parties, with signatures being in writing or electronically. The Order is binding upon the Parties once accepted by the Supplier, and implied acceptance is sufficient.
- 2.7.** Any change or supplement to the Order is considered a new offer. The Parties exclude the application of Article 68¹ and Article 68² of the

Civil Code of April 23, 1964 (Journal of Laws 2022, item 1360, as amended) concerning the modification of an offer or Order.

2.8. By proceeding with the Order, the Supplier fully accepts both the specific terms of the Order and these GTC.

2.9. The Supplier is obliged to: **(i)** possess all necessary licenses, permits, and decisions required for delivering Products or Services under the Agreement or Order; **(ii)** ensure that all Products and their components are of good material quality and workmanship, making them suitable, safe, and fit for their intended use by the Purchaser; **(iii)** ensure that all Products and Services comply with the agreed technical specifications and samples or analyses provided to the Purchaser and are free of any defects, especially design, material, or workmanship defects; **(iv)** ensure that all Products and Services comply with applicable standards, regulations, including environmental protection, health and safety, and security standards, as well as applicable good practices; **(v)** in cases where specific standards or regulations are not applicable to a given Agreement or Order, the subject of the Agreement or Order shall adhere to the most comparable and available market standards and best practices, such as those commonly practised by public purchasers in public procurement processes; **(vi)** ensure that the performance of the Agreement or Order does not infringe on third-party intellectual property rights, including patents, copyrights, or trademarks.

2.10. The Supplier declares that both the Products and the individual components used in their manufacture: **(i)** will be brand new and previously unused until delivery, and of a quality appropriate to the subject of the Agreement or Order; **(ii)** will comply with applicable standards, in particular, Polish Standards, regardless of whether these are required by law or specified in the Agreement; **(iii)** will hold all legally required certificates, approvals, technical approvals, declarations of conformity, technical and user documentation, or other authorizations for use in Poland, and that the required documents will be provided to the Purchaser along with the Product, under the penalty of refusal to accept it; **(iv)** will be carefully selected considering standards applicable in the relevant field, suitability for the intended purpose, appearance, durability, maintenance and operational costs, ease of use, replacement, or repair; **(v)** will meet the requirements arising from their placement in an explosion-hazard zone if they are intended for use in such an area.

2.11. While performing the Agreement or Order, the Supplier is obligated to adhere to the instructions, guidelines, or procedures provided by the Purchaser, applicable to the specific Product or Service. Before beginning the execution of the Order or Agreement, the Purchaser will provide the Supplier with the necessary documents in this regard. If subsequent Agreements or Orders are based on the same instructions, guidelines, or procedures, it is not necessary to reissue them.

3. CONDITIONS AND TERMS OF DELIVERY, PARTIAL DELIVERIES / PARTIAL PERFORMANCE OF SERVICES

3.1. If the delivery date of the Product or performance of the Service is not specified in the Order or Agreement, the Supplier undertakes to fulfil the delivery promptly upon the Purchaser's written or documented request.

3.2. The Supplier is obligated to meet the agreed-upon delivery date for the Product or timely performance of the Service. Early delivery of the Product, early performance of the Service, or partial delivery of the Product or partial performance of the Service requires the prior consent of the Purchaser, expressed in writing or documented form.

3.3. If the Supplier determines that they will be unable to fulfil – either partially or fully – their obligations under the Agreement or Order, or will be unable to meet the delivery deadline, he is required to immediately notify the Purchaser in writing. This notification must include the reason(s) for the delay and the expected duration. Acceptance by the Purchaser of a delayed or partial delivery of the Product or Service does not imply that the Purchaser waives any rights (claims) related to the delayed or partial delivery of the Product or Service.

3.4. In the case of Product delivery, fulfilment of the Order means delivering to the Purchaser a defect-free Product with the required documentation during working hours and to the address specified in the Order. If the Order includes delivery of goods with assembly or other Service, delivery of a defect-free Product shall be understood as the proper performance of the assembly or other Service in accordance with the provisions of the Order.

3.5. The Supplier should include with each delivery the documents specified in the Order, or if not specifically detailed in the Order, a quality certificate, declaration of conformity, weight specification, and a document confirming delivery of the Product, as well as detailed instructions for operation, maintenance, and use. In the case of imports, the Supplier is required to provide the Purchaser with the original documents necessary to apply preferential or reduced customs rates and all documents required in connection with the import. If necessary, the Supplier is also obligated, upon the Purchaser's request, to provide the original tax residency certificate.

3.6. If the Purchaser orders chemicals, the Supplier is obligated to provide current quality specifications and safety data sheets (SDS) – for hazardous materials/goods purchased by the Purchaser at the first delivery and each time the Supplier or manufacturer makes any changes to these documents. The SDS should be prepared in the language of the destination country in compliance with applicable laws, including Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 *on the Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC, repealing Council Regulation (EEC) No. 793/93 and Commission Regulation (EC) No. 1488/94, and Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC, and 2000/21/EC* (Official Journal of the EU L 396, p. 1, with amendments) and Regulation (EC) No. 1272/2008 of the European Parliament and of the Council of 16 December 2008 *on classification, labelling, and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No. 1907/2006* (Official Journal of the EU L 353, p. 1, with amendments).

3.7. The Supplier shall package, label, and ship the hazardous Product in accordance with the relevant local and international legal provisions contained in REACH/CLP, relating to the delivery of the Product. The Supplier shall be responsible for any damages resulting from improper packaging and labelling of the Product.

3.8. Other specific requirements resulting from legal regulations or standards implemented by the Purchaser will be included in the Agreement or Order.

3.9. The date of completion of the Order or Agreement shall be considered as: a) in the case of Products – the day on which the Product is delivered to the Purchaser in accordance with the conditions stated in the Order or Agreement and is compliant in terms of type, quantity, and quality, confirmed by an appropriate acceptance protocol or equivalent document; b) in the case of Services – the day the one-time Service provision is completed or the end of each subsequent period of Service provision, if they are billed periodically.

3.10. In no case does an inspection, acceptance, or receipt of the Product release the Supplier from responsibility for defects in the Product or other deficiencies in meeting the Order or Agreement requirements, even if the Purchaser could have noticed possible defects during receipt.

3.11. For Products that will subsequently be sold by the Purchaser to consumers or may be sold in such a capacity, including as part of another product, the Supplier ensures that the Products will meet the requirements set forth in Regulation (EU) 2023/988 of the European Parliament and of the Council of 10 May 2023 *on general product safety, amending Regulation (EU) No. 1025/2012 and Directive (EU) 2020/1828, and repealing Directive 2001/95/EC of the European Parliament and of the Council and Council Directive 87/357/EEC of 10 May 2023* (Official Journal of the EU L 135, p. 1 with subsequent

amendments). Specifically, the Supplier agrees to provide the required documentation, such as operating instructions (clear instructions and safety information in Polish, easily understandable by consumers), to conduct and document an internal risk assessment, and to provide technical documentation containing at least a general description of the product and its essential characteristics relevant to its safety assessment.

4. PRICES AND PAYMENT TERMS

4.1. Invoices will be issued for Products or Services that have actually been delivered or performed. If required by applicable regulations, Invoices may be issued before the Product is delivered or the Service is performed, particularly to document advance payments.

4.2. All rates, prices, and fees stated in the Order or Agreement are in net amounts, to which value-added tax (VAT) will be added at the rates applicable to the type of service. In the event that the applicable tax authority challenges in whole or in part the addition of VAT to the rates, prices, and fees provided in the Agreement or Order, the Supplier is required to make the necessary adjustment to the relevant Invoice in accordance with the tax authority's decision and deliver the corrected Invoice to the Purchaser within seven (7) days of receiving the Purchaser's request to do so. Additionally, the Supplier shall be required to refund the VAT amount to the Purchaser to the extent that its deduction has been disputed by the relevant tax authority, within fourteen (14) days of receiving the respective request from the Purchaser.

4.3. Invoices will comply with the relevant requirements under the applicable regulations governing the delivery of Products or performance of Services.

4.4. The basis for payment for the delivered Product or performed Service is the Invoice.

4.5. The Invoice must be issued in accordance with the applicable legal regulations. The Invoice should include, in particular, the name of the Product or Service, quantity, unit price, and value of the delivered Product or Service, the Supplier's tax identification number (NIP), payment terms and conditions consistent with those specified in the Order or Agreement, as well as other elements required by law. In the case of purchasing Products or Services subject to the split payment mechanism, the Supplier is obligated to indicate the application of the split payment mechanism on the Invoice.

4.6. Invoices will be sent to the Purchaser after the Product has been delivered or the Service performed, unless otherwise agreed by the Parties in light of applicable regulations.

4.7. The Supplier is required to include on the Invoice and other delivery documents the Order number specified by the Purchaser. Payment of Invoices that do not meet this requirement may be withheld by the Purchaser.

4.8. The payment term is thirty (30) days from the date of receipt of a correctly issued Invoice, unless otherwise specified in the Agreement or Order. If the delivery is not made in accordance with the terms specified in the Order or Agreement, the Purchaser has the right to withhold payment, extend the payment term until full and proper performance of the Order or Agreement, or offset any claims owed to them by the Supplier due to non-performance or improper performance of the Order or Agreement, as well as failure to remedy defects or faults. The Purchaser shall be entitled to make such a set-off prior to the payment deadline on the basis of a unilateral declaration of intent. This does not limit the Purchaser's right to enforce any applicable contractual penalties.

4.9. All payments based on the Order or Agreement shall be made by bank transfer from the Purchaser's account to the Supplier's payment account indicated on the Invoice. The date of payment is considered to be the date on which the Purchaser's account is debited with the owed amount.

4.10. If the Supplier has the status of an active VAT taxpayer or is required to have such status, the Supplier is obligated to ensure that the payment account indicated for payments under Agreement or Order is properly registered in the relevant Registry. If an unregistered

payment account is indicated, the Purchaser has the right to withhold payment until the Supplier provides a registered payment account, without the Supplier being entitled to claim any interest for delay or seek further damages. If payment is made to a non-registered payment account of the Supplier, the Supplier assumes liability, under a strict liability standard, for damages suffered by the Purchaser as a result of payment to an unregistered account. The Supplier may not argue that the Purchaser failed to fulfil or properly execute the verification of the payment account's registration, as this is not the Purchaser's obligation.

4.11. The compensation agreed upon in the Agreement or Order constitutes the total compensation for delivering the Products or performing the Services covered by it. The Supplier has no right to claim reimbursement of any expenses or costs incurred to fulfil the Agreement or Order.

5. VERIFICATION OF CONTRACT OR ORDER EXECUTION

5.1. The Purchaser has the right to conduct an audit of the Supplier's performance of a given Agreement or Order at any time. To this end, the Purchaser, after prior notice, is entitled to enter the Supplier's premises and inspect the facilities and equipment related to the performance of the Agreement or Order, as well as the manner of executing the Agreement or Order during the Supplier's working hours. Each party will bear its own costs arising from conducting such an audit.

5.2. Such audits and their results, as well as the absence of audits, will not constitute grounds for the Purchaser to waive rights (claims) arising from legal provisions or from the given Order or Agreement.

6. QUALITY WARRANTY AND COMPLAINT PROCEDURE

6.1. The Supplier guarantees that the delivered Product will conform to the terms agreed upon in the Agreement or Order and will be free from any physical or legal defects that would reduce its value or usability for the purpose specified in the Agreement or Order, or the Product's intended use. The Supplier provides a warranty for a period of three (3) years from the date of delivery to the Purchaser, unless a different warranty period is specified in the Order or Agreement. For Products requiring legal approval or other authorization under applicable laws, the warranty period will match the minimum period of validity of such authorization or approval from the relevant authority. The above provisions also apply to Services where a specific Product is produced or delivered by the Supplier. For other Services, the Supplier guarantees they are performed with due diligence, consistent with the professional nature of their business.

6.2. If, as a result of conducted inspections or analyses of the Product, or during its use, non-compliance of the Product's features with the Order, Agreement, agreed specification, or specification constituting part of the Agreement, or non-compliance with legal provisions is found, the Purchaser will submit a complaint to the Supplier within fourteen (14) days from the date of discovery.

6.3. The Supplier is obligated to respond to the complaint within five (5) business days from the date of receipt. Failure to respond will be considered as an acceptance of the complaint.

6.4. In the event of disagreement between the Parties regarding the validity of the complaint, it will be resolved by an independent verification entity. The Purchaser shall bear the costs of the verification entity only if the complaint is deemed unjustified; in all other cases, the Supplier shall bear the costs. If the Parties cannot agree on the entity to serve as the independent verification entity, the Purchaser has the right to designate it.

6.5. In the event of any defects in the Products or Services, the Purchaser may, at their discretion, request the replacement of the Product with a defect-free one, re-performance of the Service, or a price or fee reduction. The Supplier shall bear the costs of replacing the Product or re-performing the Service.

6.6. The Supplier is required to remedy the defect in the Product or Service within the period specified by the Purchaser, not exceeding fourteen (14) days. A request for examination by an independent

verification entity, as outlined in Section 6.3 of the Terms and Conditions, suspends this deadline until the verification entity reaches a decision. If the deadline for remedying the defect passes without resolution, the Purchaser has the right to assign the correction of the defect to a third party of their choosing at the Supplier's expense and risk.

6.7. The above provisions apply accordingly if the Purchaser finds quantity shortages in the received Product.

6.8. The Agreement may specify service parameters other than those outlined in these Terms and Conditions.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. If the subject of the Order or Agreement, or one of the end products of the Order or Agreement, is a Work, the Supplier is obligated to transfer to the Purchaser, without any time or territorial limitations, the economic copyrights to the Work created in the course of performing the Agreement, in particular to the developed reports and their constituent parts. Such copyrights shall be transferred in all fields of exploitation, specifically: **(i)** in the field of recording and reproducing the Work – creating and recording copies of the Work by any technique, including printing, reprographic, magnetic recording, and digital techniques; **(ii)** in the field of trading the original or copies of the Work – introducing to trade, in whole or in part, selling, lending, or renting the original Work or any number of its copies; **(iii)** in the field of public dissemination of the Work in ways other than specified in (ii) above – public performance, exhibition, display, playback, broadcasting, and rebroadcasting, as well as making the Work publicly available in such a way that anyone can access it at a time and place of their choosing; **(iv)** introducing the Work into computer memory, electronic storage devices, and multimedia networks, in an unlimited number of transmissions and volumes of copies; **(v)** using the Work on websites and in multimedia works; **(vi)** using the Work for promotional and advertising purposes; **(vii)** using the Work in publications published or co-published by the Purchaser.

7.2. To eliminate any potential doubts, the Parties confirm that the purpose of this Agreement is to structure the scope of rights transferred by the Supplier to the Work to be as broad as possible. If the transfer of economic copyrights does not take effect due to the form of the Agreement or Order, the Supplier grants the Purchaser an irrevocable, non-exclusive license to use the Work in the above-mentioned scope. The Purchaser may condition the payment of the price or fee on the execution, in a specific form, particularly in writing, of a separate agreement regulating the transfer of economic copyrights to the Work.

7.3. The transfer of economic copyrights to the Work or the granting of a license shall take place upon the delivery of the Work to the Purchaser on an appropriate medium for the form of the Work in an open format, subject to the last sentence of Section 7.2 of these Terms and Conditions.

7.4. The remuneration specified in the Agreement or Order constitutes the total payment for the transferred economic copyrights to the Work or the granted license and its components in all specified fields of exploitation, as well as for the transferred rights to exercise derivative copyrights.

7.5. The Supplier warrants that at the time of transferring the economic copyrights or granting the license, they will possess the appropriate rights to each Work and its components, in full and without limitations, and will be entitled to transfer them to the Purchaser or to grant a license to the Purchaser on the terms described in these Terms and Conditions.

7.6. The Supplier undertakes to refrain from exercising moral rights and guarantees that individuals entitled to moral rights will not exercise those rights. The Supplier authorizes the Purchaser to exclusively exercise the creator's moral rights concerning each Work and its components, particularly authorizing the Purchaser to alter the integrity of the Works, make modifications, updates, supplements, adaptations, and even destroy them, including the removal of digital records or destruction of the medium. The Supplier commits that the

authorization granted in this section will not be revoked, annulled, or limited in time or territorial scope.

7.7. The Supplier declares they have the exclusive right to grant permissions to exercise derivative rights to each Work and its components. The Parties agree that with the transfer of copyrights to the Work and its components, the right to exercise derivative rights to the Work and its components, as well as the right to grant permission for the exercise of those derivative rights, shall belong exclusively and indefinitely to the Purchaser.

7.8. In the event of any third-party claims against the Purchaser for intellectual property infringement, including economic copyrights, the Supplier shall take all necessary steps to defend against such claims at their own expense and risk. Should the Purchaser or third parties to whom the Purchaser grants the right to use the Work be forced to cease using the Work, in whole or in part, or if an order is issued requiring payment to third parties for any reason, the Supplier shall compensate for all damages resulting from third-party claims, including reimbursement of costs and expenses incurred in connection with those claims.

8. SERVICES

8.1. A Service may constitute an independent subject of the Agreement or Order, or an agreement concerning a Product may also include an obligation to perform Services, which are particularly provided by the Supplier on the Purchaser's premises.

8.2. Unless otherwise stated in the Order or Agreement, it is assumed that: **(i)** the value of the Services is included in the value of the Order/Agreement, and **(ii)** all costs associated with the Services provided by the Supplier, particularly costs of accommodation, travel, and insurance of the Supplier's personnel, shall be borne by the Supplier.

8.3. The confirmation of the Service performance is a delivery and acceptance protocol, which serves as the basis for issuing an invoice for the performed Service.

8.4. If the Service subject to the Agreement or Order is performed on the Purchaser's premises or on a third party's premises (e.g., at the Purchaser's client), the Supplier is required to provide personnel with qualifications appropriate for the proper and timely performance of the Service and is responsible for the safety of the work performed. The Supplier is obligated to comply with the Purchaser's or the third party's guidelines regarding personnel dress, behaviour, and other matters related to safety and hygiene.

8.5. The Supplier's personnel is obligated to observe the regulations in force on the Purchaser's premises and to obtain any necessary permits to perform the work. The Supplier bears full responsibility for any damage and losses caused by the actions of personnel providing the Services as if they were their own actions and omissions.

8.6. The Supplier ensures that the Services provided are properly executed and in accordance with the contents of the Order or Agreement. If defects are discovered within twenty-four (24) months from the completion of the Service, the Supplier is obligated to promptly remedy them at their own expense.

8.7. The Supplier assumes full risk and all potential consequences and claims arising in connection with the performed Service.

8.8. The Supplier is required to obtain written consent from the Purchaser to subcontract the performance of Services.

9. TERMINATION OF ORDER OR AGREEMENT AND LIABILITY

9.1. The Purchaser shall be entitled to terminate the Agreement or Order without notice for valid reasons. A valid reason is considered, in particular: **(i)** a breach of obligations arising from the Agreement, Order, or legal regulations by the Supplier that has not been remedied within the period specified by the Purchaser or whose effects cannot be rectified, **(ii)** a situation in which the acquisition or use of the Product, or the use of Services, is or will be entirely or partially prohibited under applicable legal regulations.

9.2. If the Purchaser terminates the Agreement for a valid reason, the Supplier has no right to any further claims for damages, reimbursement of costs, or payment of fees.

9.3. If the Supplier fails to comply with any terms or conditions of the Agreement or Order, the Purchaser has the right to withdraw from the Order or Agreement in whole or in part without further obligations or liability and to recover from the Supplier any amounts paid by the Purchaser, as well as any additional costs incurred by the Purchaser for the replacement of the Product, purchase of the Product from an alternative supplier, and losses or damages resulting from the delayed execution of the Order or Agreement. The Purchaser may exercise the right to withdraw from the Order or Agreement until the expiration of the Purchaser's rights under the quality warranty or statutory warranty provided by law (whichever occurs later). Withdrawal from the Agreement or Order should be preceded by a request to restore compliance with the Agreement or Order within a further period specified for this purpose, of at least seven (7) days. The request and withdrawal may be made in written or documented form.

9.4. In the event of a delay in fulfilling the subject of the Agreement or Order for reasons other than force majeure, the Supplier shall be obliged to pay the Purchaser a contractual penalty of 1% (one percent) of the net value of the subject of the Agreement or Order for each day of delay. In case of failure to meet the deadline(s) related to the provision of Services for reasons other than force majeure, the Supplier shall be obliged to pay the Purchaser a contractual penalty of 1% (one percent) of the fee for providing the Services for each day of delay. For periodically provided Services, the basis for calculating the contractual penalty is the fee for the period in which the delay began.

9.5. In the event of a delay in fulfilling obligations under the quality warranty, including response time, defect or fault rectification time, or delivery time for substitute solutions, the Supplier shall pay the Purchaser a contractual penalty of 0.5% (half a percent) of the net value of the subject of the Agreement or Order.

9.6. If the Purchaser's damage resulting from the non-performance or partial performance of the Agreement or Order exceeds the amount of the stipulated contractual penalties, the Purchaser has the right to seek compensation for this damage under general principles.

9.7. The termination of the Order or Agreement or withdrawal from it does not deprive the Purchaser of rights acquired up to the date of the occurrence of any of these events, in particular, rights under the statutory warranty, quality warranty, contractual penalties, or claims related to a breach of confidentiality obligations.

9.8. Regardless of other provisions of these Terms and Conditions and any liability arising from legal provisions, the Supplier is obliged to indemnify the Purchaser from any liability, and in the event that the Purchaser incurs such liability, the Supplier is obliged to pay (reimburse) the Purchaser for all costs, expenses, damages, or other justified amounts incurred by the Purchaser as a result of or in connection with: **(i)** any claim made against the Purchaser for actual or alleged infringement of third-party intellectual property rights related to the performance of the Agreement or Order, unless the infringement occurred for reasons attributable to the Purchaser; **(ii)** any claim made against the Purchaser by a third party in connection with death, personal injury, or damage to property resulting from or associated with defects in the delivered Products or Services for reasons attributable to the Supplier; **(iii)** any other claim made against the Purchaser by a third party resulting from or associated with the performance of the Agreement or Order, if the claim is a result of non-performance or improper performance of the Agreement or Order by the Supplier, including defects in the Product or Service.

10. ADDITIONAL PROVISIONS AND DECLARATIONS

10.1. In the event of force majeure, the Purchaser reserves the right to modify the previously agreed deadlines for fulfilling the Agreement or Order.

10.2. Neither the Purchaser nor the Supplier shall be held liable for the partial or complete failure to fulfil their obligations under the Order

or Agreement caused by an act of force majeure. Force majeure will be considered any events that could not have been foreseen at the time of placing the Order or signing the Agreement, and which could not be prevented and over which neither party has control, including but not limited to: war, internal unrest, terrorist acts, flood, fire, earthquake, and other natural disasters, governmental restrictions or decrees, or other acts of state authority and administration, as well as officially recognized nationwide and industry-specific strikes by national trade unions.

10.3. If the Purchaser or Supplier is unable to fulfil their obligations due to force majeure, they must immediately notify the other party of this fact, no later than five (5) days from the date of its occurrence. The same obligation applies in the event that the force majeure event ceases. If such circumstances persist for more than one (1) month, the Parties shall decide on the further execution of the Order or Agreement.

10.4. The Purchaser may modify previously confirmed terms of the Agreement or Order (delivery dates, quantities) or withdraw from the Agreement or Order for reasons other than force majeure, particularly in the case of logistical obstacles or production capacity limitations. Withdrawal from the Agreement or Order should occur no later than three (3) months from the date of signing the respective Agreement or Order, but no later than the date of its completion.

10.5. The Purchaser declares that it holds the status of a large enterprise within the meaning of Article 4(6) of the Act of March 8, 2013, **on Counteracting Excessive Delays in Commercial Transactions.**

10.6. The Supplier is obligated to: (i) comply with all applicable laws and regulations, including those related to anti-bribery or anti-corruption measures and the application of sanctions or embargoes; (ii) refrain from any activities, practices, or conduct that may constitute an offense or crime in light of these requirements; (iii) adhere to the Purchaser's Code of Ethics, attached as Appendix 1 to these Terms and Conditions, and the Purchaser's anti-bribery and anti-corruption procedures provided by the Purchaser; (iv) promptly inform the Purchaser of any requests or demands for any benefits, whether financial or non-financial, related to the execution of the Agreement or Order.

11. CONFIDENTIALITY

11.1. All information directly arising from these Terms and Conditions, as well as information obtained by the Supplier in connection with the execution of the Order or Agreement, including, in particular, all organizational, commercial, and technical information concerning the Purchaser and not publicly disclosed, will be considered confidential information and, as such, shall not be disclosed to third parties. This obligation does not apply in situations where the obligation to disclose information arises from mandatory legal regulations or as required by an order from a competent public authority.

11.2. Specifically, the Supplier undertakes to treat as confidential information regarding the Purchaser's trade volume, prices, discounts, Product specifications, logistical arrangements, technical and technological data, under the penalty of the Purchaser withdrawing from the Order or Agreement for reasons attributable to the Supplier.

11.3. The Supplier declares that they will not use confidential information for purposes other than the execution of the Agreement or Order and that they will provide such information with appropriate protection suitable to its confidential nature. The obligation to maintain confidentiality remains in effect after the completion of the Order or Agreement.

12. PERSONAL DATA PROTECTION

12.1. Information regarding the processing of personal data of the Supplier, if the Supplier is a natural person, is included in Appendix 2 to these Terms and Conditions.

12.2. For the purpose of executing the Order or Agreement, the Parties, as independent data controllers, will exchange personal data

of individuals responsible for the proper fulfilment of each Party's obligations, as well as for the conclusion, amendment, or termination of the Order or Agreement.

12.3. The legal basis for processing the data of the individuals mentioned in section 12.2 above, and in other provisions of these conditions, the Agreement, or the Order, is the legitimate interest of each Party, as stated in Article 6(1)(f) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 *on the protection of natural persons concerning the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC* (General Data Protection Regulation, referred to as GDPR), related to the execution of the provisions of the Order or Agreement. Where applicable, the legal basis for processing this data may be Article 6(1)(c) of GDPR (processing is necessary for compliance with a legal obligation to which the controller is subject).

12.4. The scope of data processed by one Party regarding natural persons acting on behalf of the other Party includes their name, surname, business phone number, business email address, and information contained in written authorization if such authorization is required.

12.5. The Supplier undertakes, on behalf of the Purchaser, to inform natural persons acting on behalf of the Supplier in relation to the Purchaser regarding any matter associated with the execution of the Order or Agreement or any matter concerning the conclusion, amendment, or termination of the Order or Agreement about the need to provide their data for these purposes, including the purpose, scope, and principles of data processing by the Purchaser. This obligation will be fulfilled by providing these individuals with the document contained in Appendix 3 to these Terms and Conditions.

12.6. The Purchaser undertakes, on behalf of the Supplier, to inform natural persons acting on behalf of the Purchaser in relation to the Supplier regarding any matter associated with the execution of the Order or Agreement or any matter concerning the conclusion, amendment, or termination of the Order or Agreement about the need to provide their data for these purposes, including the purpose, scope, and principles of data processing by the Supplier. This obligation will be fulfilled provided that the Supplier provides a document containing all data required under Article 14 of GDPR.

13. SANCTIONS CLAUSE

13.1. For the purposes of this article, the following terms shall have the meanings assigned to them below: (i) Sanctions List – a list of persons, entities, or organizational units without legal personality, published based on Sanctions Regulations or constituting a compilation of conclusions arising from the Sanctions Regulations adopted by the Sanctions Authorities; (ii) Sanctions Authorities – the United Nations, the European Union, the European Economic Area, member states of the European Union and the European Economic Area, the United States of America, the United Kingdom, and other similar entities and bodies acting on their behalf concerning Sanctions Regulations; (iii) Sanctioned Entity – a person, entity, or organizational unit that: (a) is listed on the Sanctions List (by name or by inclusion in a specific group), or (b) resides, is headquartered, or has its primary business location in a country subject to Sanctions Regulations or is established under the laws of a country subject to Sanctions Regulations, or (c) has on its governing body a person or entity listed on the Sanctions List, or in which a person, entity, or organizational unit on the Sanctions List holds shares, stocks, or any similar legal instrument, or (d) is directly or indirectly dependent on, controlled by, or associated with an entity meeting the criteria in points (a) through (c) above; or (e) is otherwise directly or indirectly dependent on a person, entity, or organizational unit listed on the Sanctions List, other than through capital or personnel involvement; (iv) Sanctions Regulations – economic sanctions, legal regulations, trade embargoes, prohibitions, restrictive measures, decisions, executive orders, and other acts introduced, imposed, or enforced by the competent Sanctions Authorities.

13.2. The Supplier declares that, as of the date of the Agreement, both the Supplier and its subsidiaries or parent entities, affiliated entities, and their governing body members: (i) are in compliance with Sanctions Regulations; (ii) are not Sanctioned Entities and are not involved in any transaction that could likely lead them to be deemed as Sanctioned Entities; (iii) are not subject to nor involved in any proceedings or investigations conducted against them concerning Sanctions Regulations; (iv) have not been and are not engaged in any actions intended to circumvent or avoid Sanctions Regulations.

13.3. The Supplier undertakes that during the term of the Agreement: (i) if payment is due to the Supplier under the Agreement, it will not (directly or indirectly) be accessible to a Sanctioned Entity nor be used for the benefit of a Sanctioned Entity, including in the form of dividends; (ii) if the Supplier, its subsidiaries or parent entities, their ventures, or their governing body members become subject to Sanctions Regulations, resulting in the inability to continue cooperation, they will refrain from any actions that would violate the Sanctions Regulations; (iii) it will conduct its business lawfully, particularly in accordance with the Sanctions Regulations; (iv) it will make every effort not to procure products or services intended for the production of goods for the Purchaser from Sanctioned Entities; (v) it will ensure that its subsidiaries or parent entities, their ventures, and their governing body members, to the extent possible, fulfil the obligations mentioned above; (vi) it will cover any damages to the Purchaser arising from claims or sanctions based on Sanctions Regulations; (vii) it will inform the Purchaser of the details of any proceedings or investigations conducted in connection with Sanctions Regulations against it, its subsidiaries or parent entities, their ventures, and governing body members, as well as the steps taken in connection with these proceedings or investigations, immediately but no later than two (2) days from the date of becoming aware of such an event.

14. WORKPLACE SAFETY AND HYGIENE

14.1. The Supplier is obligated, according to the scope of the assigned work, to ensure an adequate level of workplace safety and hygiene, as well as sanitary and hygiene facilities for their employees and others working on their behalf, which meet the requirements of applicable regulations. In the case of work performed on the Purchaser's premises, the Parties may agree through working arrangements that the appropriate facilities will be provided by the Purchaser.

14.2. The Supplier will ensure that work is conducted in accordance with occupational health and safety (OHS) and fire protection regulations and is specifically responsible for ensuring that employees have up-to-date medical examinations and appropriate OHS training, as well as for the proper storage of materials and equipment.

14.3. The Supplier will inform their employees of any safety and health hazards associated with performing work on the site of the Agreement or Order execution.

14.4. The Supplier bears full responsibility for the construction of their own scaffolding, work platforms, and other equipment used for the performance of the service. Before using scaffolding or equipment belonging to third parties, including the Purchaser, the Supplier is required to inspect it and assumes full responsibility for its use. To the fullest extent permitted by law, the Supplier releases the Purchaser from such responsibility.

14.5. To protect property and prevent work accidents, the Supplier is required to observe all occupational health and safety regulations, fire protection rules, best construction practices, and safe working standards. Additionally, when performing work on the Purchaser's premises, the Supplier must comply with the Purchaser's relevant instructions and procedures provided for this purpose.

14.6. The Supplier is responsible for ensuring that their employees wear protective clothing, work attire, helmets, safety boots, name tags, and observe personal protective regulations. The Supplier should provide their employees with adequate and sufficient personal protective equipment. The Purchaser reserves the right to request that

employees of the Supplier who are not wearing personal protective equipment leave the work site.

14.7. If OHS safety measures are provided by the Purchaser, they will be handed over by the Purchaser and received by the Supplier. The Supplier is required to maintain these in proper condition and replenish them as necessary. Upon completion of the work, these should be returned to the Purchaser in an appropriate, undamaged state. If temporary removal of coverings over openings, railings, or other construction devices is necessary for work, they must be immediately restored to their original state after the work is completed. During the period of dismantling, hazardous areas must be fenced off and marked in a manner consistent with OHS regulations.

14.8. The Supplier is responsible for all individuals and the consequences of their presence at the worksite and is obligated to ensure that unauthorized persons are not permitted on the worksite. To fulfill this obligation, the Supplier shall regularly provide security and the Purchaser with a record of individuals authorized to be present at the worksite.

14.9. The Supplier is required to present, upon request by the Purchaser, medical certificates confirming fitness for work, records of initial and periodic OHS training, and all necessary certificates or licenses for performing specialized tasks for all individuals assigned by the Supplier to work on the Purchaser's premises.

14.10. Before commencing work at a bottling plant or terminal, all individuals performing work on behalf of the Supplier must undergo internal safety training conducted by the Purchaser.

14.11. The Supplier is required to provide their employees with anti-static clothing, anti-static protective footwear, and protective helmets. These personal protective measures are a prerequisite for entry to the bottling plant or terminal.

14.12. Installation work involving the use of electrical tools and hot work (e.g., welding, grinding) requires the Supplier to obtain a written work permit issued by designated individuals appointed by the Purchaser. The work permit issued by the Purchaser specifies detailed safety requirements for the specific type of work.

14.13. The Supplier's employees are only permitted to move around the bottling plant or terminal along designated paths and only to areas strictly related to the execution of the Agreement or Order.

15. SUPPLIER'S ENVIRONMENTAL PROTECTION OBLIGATIONS

15.1. The Supplier is obligated to comply with applicable environmental protection laws, including the Purchaser's environmental requirements and procedures, if such are communicated to the Supplier.

15.2. The Supplier must handle waste generated during the performance of the Agreement in accordance with the applicable regulations and any guidelines from the Purchaser and must remove it from the Agreement or Order site at their own expense, unless the Purchaser decides to manage the waste differently. This applies particularly to soil masses, rubble, and other types of construction waste produced during any construction work performed on the Purchaser's premises.

15.3. The Supplier is required to conduct work in a manner that takes into account the protection of soil surfaces, air quality, and environmental noise levels, and to prevent environmental accidents or incidents.

15.4. The Supplier is obligated to minimize the negative environmental impact of their work and to monitor and measure this impact in accordance with the Purchaser's guidelines.

15.5. The Supplier bears full responsibility for violations of environmental regulations on the worksite and adjacent areas, including air, water, and soil pollution, vegetation protection, and noise emissions, thereby fully releasing the Purchaser from this responsibility.

15.6. Any penalties or claims arising from the violation of environmental protection regulations due to the Supplier's activities shall be fully borne by the Supplier. If such penalties or claims are imposed on or sought from the Purchaser, the Supplier shall be

obligated to reimburse them based on the appropriate accounting document.

15.7. Regulations regarding the handling of hazardous materials must be observed for all building and auxiliary materials.

16. FINAL PROVISIONS

16.1. The Supplier may assign receivables and other rights or obligations arising from the Order or Agreement only with the prior written consent of the Purchaser.

16.2. If any provisions of these Terms and Conditions are legally ineffective or invalid, the remaining provisions shall remain in force. Should any provisions of the Terms and Conditions be found invalid or ineffective, the Parties agree to negotiate to amend the Order or Agreement as necessary.

16.3. In the event of any conflict between the Terms and Conditions and the provisions of the Order or Agreement, the provisions of the Order or Agreement shall prevail, without excluding the application of the remaining Terms and Conditions.

16.4. Only the applicable laws of Poland shall apply to the Order or Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods (1980) is excluded.

16.5. All disputes shall first be resolved amicably, and if no agreement is reached, by the court competent for the Purchaser's registered office.

16.6. Any amendments, additional agreements, suspensions, or terminations of the Order or Agreement terms require a written or documented form to be valid and must be approved in this form by both Parties, subject to the provisions in Sections 16.2 and 16.7 of the Terms and Conditions.

16.7. The Purchaser reserves the right to periodically review and amend the Terms and Conditions. If any changes to the Terms and Conditions are made during the execution of a given Order or Agreement, the Purchaser shall inform the Supplier. From that day, the updated Terms and Conditions shall be binding for both Parties, except that the Supplier is not bound by newly introduced provisions that conflict with the content of the Agreement or Order. In such cases, the previous Terms and Conditions will apply to that extent. The updated Terms and Conditions will fully apply to subsequent Orders or Agreements concluded between the Parties.

16.8. These GTC's (*GTC Gaspol S.A. ver. 4 of 6.11.2024*) shall be applicable since 6 November 2024 until next version of GTC's is approved. The approval shall be confirmed by an electronic signatures of an individual entitled to represent GASPOL and Legal Counsel of GASPOL.

**I HEREBY APPROVE THIS DOCUMENT TO BE APPLICABLE IN
AGREEMENTS AND ORDERS GRANTED BY GASPOL S.A.
WITH ITS REGISTERED OFFICE IN WARSAW**

Robert Urbański – CFO, Commercial Proxy

Michał Faliszewski – Legal Counsel

Business Partner code of conduct

At SHV Energy, we conduct our business based on the principles of health and safety, integrity and with care for people and the environment. We want to work with business partners who believe in the same principles and work collaboratively with us to comply with and improve upon them. This Code explains the behaviour we expect from business partners in line with these principles.

We conduct business in a safe way

Our business is built upon providing a healthy and safe work environment for our employees and business partners, and we expect our business partners, where relevant, to ensure that we achieve this.

Health and safety: Where applicable our business partners must make their employees and contractors aware of the SHV Energy Health and Safety management system, SHV Energy Life Saving Rules and all relevant legal requirements pertaining to health and safety. Business partners should confirm that they have the capability to meet the relevant requirements and always comply with these requirements, at work, while visiting customers and while travelling. Employees of business partners and any contractors they work with should always follow safety procedures. We expect our business partners to promptly report and control all safety risks and incidents.

Alcohol and drugs: Our business partners must take ownership in ensuring that the SHV Energy controls related to alcohol and drugs are enforced everywhere their employees work, whether it is on the business partner's premises, SHV Energy's premises or elsewhere.

Working hours: Our business partners need to ensure that their workers are not required to work more than 48 hours per week (standard work week) or more than 60 hours per week (maximum work week including overtime), unless the national provisions impose a shorter work week with fewer hours. Employees should have at least one day of rest in each seven-day period unless the national provisions, or SHV Energy standards, impose a longer rest period. An exception to this rule may only be made where required by exceptional circumstances.

Stop work policy: Anyone working for SHV Energy or involved in the work done by or on behalf of SHV Energy must stop work if the conditions are considered to be unsafe.

We conduct business with integrity

Integrity is a key value of SHV Energy. We expect our business partners to follow all applicable laws and operate with integrity in everything they do.

Operating license: Our business partners must comply with the licenses, registrations, and certifications required and appropriate for conducting business in the locations in which they operate.

Competition law: Our business partners must compete fairly and comply with antitrust and competition laws in the countries in which they operate. Business partners must not make agreements or carry out practices that are illegal, such as price-fixing, market allocation or abuse of a dominant position.

Anti-bribery and corruption: We expect our business partners to be committed to competing through the merits of their own products. This means never giving or accepting bribes or kickbacks or making facilitation payments. SHV Energy expects business partners to comply with its policies concerning gifts and hospitality involving employees and representatives. Any form of extortion, corruption, or embezzlement is strictly forbidden and may result in immediate termination of a contract.

Conflict of interest: Our business partners should do business in a way that is open and transparent and with the highest integrity. We request that our business partners immediately communicate any potential conflict of interest before starting a business relationship and/or during the business relationship. In addition, our business partners must not provide financial or other support to political parties to influence transactions with or for SHV Energy.

Trade controls: Our business partners must comply with all relevant trade controls and provide accurate and truthful information about it to customs and other authorities when required. They identify and manage trade restrictions applicable to their business with us, including those of sanctioned countries and parties. SHV Energy does not accept any materials or service from persons, entities, governments or countries if doing so violates applicable sanctions.



Data privacy: Our business partners must respect the personal data that results from their business operations, respect applicable privacy legislation and establish an information security system to protect SHV Energy's information – including data from its customers and employees – from being disclosed, changed, destroyed or used for any purpose other than the purpose for which it was provided. Data must be securely deleted or returned once it is no longer needed for this purpose.

Use of company resources: When it is necessary to use them for business purposes, our business partners should make use of SHV Energy's resources – including systems, networks and facilities – in an appropriate way.

Records: Our business partners must keep accurate, complete and up-to-date records which may have an impact on their business activities with SHV Energy. These records must be retained in accordance with applicable laws.

Intellectual property and confidential information: Our business partners need to respect intellectual property rights, including those of SHV Energy. They must have in place appropriate measures to prevent disclosure or unauthorised use of any SHV Energy confidential information made available to them.

We conduct business with care for people and the environment

Caring for people and working towards a more sustainable world are important priorities for our company and part of how we do business every day. We expect our business partners to care for people and the environment in their actions and policies when working for and with SHV Energy.

Workers' welfare: Our business partners must respect the rights of employees and treat them fairly, in accordance with all applicable laws.

Anti-harassment and non-discrimination: We expect our business partners to create a work environment free from mental or physical coercion. Our suppliers do not harass or discriminate whether through culture, race, nationality, religion, gender, disability, sexual orientation, association, political preference or age.

Fair remuneration: Our business partners should provide employees with wages and benefits that at least meet the minimum amount required by applicable laws/regulations.

Diversity and inclusion: We value business partners who create an inclusive working environment and ensure that their employees and other stakeholder are always treated with dignity and respect.

Freedom of association: We expect our business partners to respect employees' freedom of association. Business partners must not retaliate or discriminate against any person in their work force who chooses to exercise this right.

Child and compulsory labour: Our business partners must not engage in or support child labour practices or forced or involuntary labour, including indentured, bonded or slave labour.

Raising concerns: SHV Energy has a mechanism in place where individuals can raise concerns about any violation or potential violation of laws and the principles outlined in this Code that affects SHV Energy. Our business partners should provide their employees and other interested parties with a mechanism to raise concerns about any violation or potential violation of laws and the principles outlined in this Code. These concerns should be addressed in a fair and transparent way that protects confidentiality and prohibits retaliation against those raising concerns.

Environmental impact: Our business partners must comply with all relevant environmental laws and ensure that all necessary permits are in place. We expect them to be committed to (re)using raw materials, energy and other natural resources efficiently, while minimising waste, emissions and noise.

Society and community: We expect our business partners to strive to be responsible citizens, who care about the communities they operate in and create positive impacts through the delivery of products and services.

Collaboration: We rely on our business partners to collaborate with teams at SHV Energy and help us achieve our goal to reduce our environmental impact in the countries where we operate.

We count on our business partners to work together with us to continually improve our practices around Health and Safety, Integrity, care for People and the Environment.

Our business partners, and any party engaged by a business partner on behalf of SHV Energy or to perform work for the benefit of SHV Energy, must be made aware of the principles in this Code and will be held responsible for acting in accordance with them.

If you have questions around any of these principles, please reach out to your local business contact or businesspartner@shvenergy.com

Please be aware that non-compliance with this Code may lead to corrective measures, including termination of the business relationship.



PRIVACY STATEMENT FOR GASPOL SUPPLIERS (ver. 1, 11/2020)

We hereby provide information regarding the processing of your personal data by GASPOL SPÓŁKA AKCYJNA with its registered office in Warsaw, in accordance with the provisions of the *Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data, the free movement of such data and the repeal of Directive 95/46/EC*, hereinafter referred to as "GDPR".

GASPOL processes your data because you are a supplier of goods or services to GASPOL, specified in the contract concluded with GASPOL as a supplier, contractor, carrier or a person acting in a similar capacity. From this document you will learn how GASPOL processes your personal data:

1. Our details as data controller:	GASPOL SPÓŁKA AKCYJNA with its registered office in Warsaw, address: Aleja Jana Pawła II 80, 00-175 Warsaw, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under No. 0000021200, NIP 7790020583, with share capital of PLN 116 407 140.30, paid in full.
2. Our contact details:	If you have any questions about the way we process your personal data, please read this statement first. For additional questions, remarks, compliments or complaints, please contact us by phone : +48 606 800 400, by e-mail at the following e-mail address: ochronadanych@gaspol.pl or by sending a correspondence to the following address: GASPOL SPÓŁKA AKCYJNA, Aleja Jana Pawła II 80, 00-175 Warsaw.
3. Contact details to our Data Protection Officer:	A Data Protection Officer has been appointed in GASPOL (hereinafter referred to as the "DPO"). You can contact him by e-mail at the following e-mail address: dpo@shvenergy.com . You can contact our DPO in all matters related to the processing of your personal data, as well as in order to exercise your rights related to data processing.
4. The purposes and grounds for processing your data and our legitimate interests	<p>Your personal data is processed for the purpose of:</p> <ul style="list-style-type: none"> a) verification of your credibility and in order to carry out the necessary actions in the form of risk assessment (legal, financial, social and reputational) before concluding a contract aimed at cooperation with you and during the performance of the contract - because processing is necessary to implement a legitimate interest (Article 6 (1) (f) of the GDPR), which is the desire not to conclude contracts that would bring undesirable legal, financial, image or reputational risk to GASPOL; by implementing the objective in question, we can additionally obtain your data from business information registers, business intelligence agencies and other available information sources, including checking information about you using IT tools to verify contractors; b) concluding contracts and performing contracts concluded with us, including contracts for the provision of electronic services on the Customer/Partner Portal website - because processing is necessary for the conclusion and performance of these contracts (Article 6 (1) (b) of the GDPR); c) direct marketing of products or services offered by us, including conducting analyzes involving profiling (i.e. using personal data to create your profile, especially in terms of products and services that you may be interested in), aimed at presenting an offer, proposals a product or service - because processing is necessary to implement a legitimate interest (Article 6 (1) (f) of the GDPR), which is the possibility of direct marketing; d) testing the level of satisfaction with cooperation with us or our partners and the level of satisfaction with the products or services we offer - because processing is necessary to implement our legitimate interest (Article 6 (1) (f) of the GDPR), which is quality assessment service and level of satisfaction with products and services; e) internal analyses, internal audits, research and development activities and internal reporting - because processing is necessary for the implementation of our legitimate interest (Article 6 (1) (f) of the GDPR), which is conducting internal analyses, internal audits, research activities and development and internal reporting; f) development and improvement of the products or services we offer - because processing is necessary to implement our legitimate interest (Article 6 (1) (f) of the GDPR), which is the development and improvement of the products and services we offer; g) establishing, investigating or defending against claims related to contracts concluded between us or the processing of your personal data - because processing is necessary for the implementation of our legitimate interest (Article 6 (1) (f) of the GDPR), which is the possibility of establishing, investigation or defence against claims; h) the implementation of internal administrative purposes of the SHV Energy capital group to which we belong, which may include sharing personal data for such purposes with group companies - because the processing is necessary to pursue our legitimate interest (Article 6 (1) (f) of the GDPR), which is the possibility of achieving internal administrative purposes of the capital group to which we belong; i) fulfilment of our legal obligations under the European Union or Polish law (e.g. towards the President of the Energy Regulatory Office, tax offices, customs and tax offices, including for the purpose of providing the customer with supplies of liquid gas exempt from excise duty due to the intended use, with the application of a zero excise duty rate or with the excise duty paid) - because in this case processing is necessary to meet the legal requirements to which we are subject (Article 6 (1) (c) of the GDPR). <p>If you give your consent to the processing of personal data by us, then the personal data will also be processed for the purpose expressed in the content of each consent or consents that you have given, and the granting of which is fully voluntary - the legal basis for processing Of your personal data for these purposes, is your voluntarily given consent or consent (Article 6 (1) (a) of the GDPR). You can withdraw your consent at any time by contacting us in any of the ways indicated herein.</p>

<p>5. What types of recipients can receive your personal data from us:</p>	<p>The recipients of your personal data may be entities from the following categories:</p> <ul style="list-style-type: none"> a) companies from the SHV Energy capital group, if it is necessary to implement the internal administrative purposes of the capital group or to perform activities concluded on the basis of data entrustment contracts for processing; b) entities authorized to receive them under applicable law (in particular, courts, tax authorities and other public administration bodies); c) the buyers of the claims; d) business information bureaus; e) entities acting as intermediaries in the conclusion of contracts; f) entities providing services in the field of: building (consisting in the performance, maintenance, servicing and dismantling of gas installations), transport (dealing with gas supplies, tanks and cylinders), postal and courier, printing and archiving, IT and new technologies, marketing, communication and analytics (including organizing satisfaction level surveys), telephone or electronic service, payment, accounting and financial, auditing and control, legal and debt collection, destruction or digitalization of documents; g) technical supervision units, to the extent that giving them data is necessary for them to perform statutory tasks in the field of technical inspection of tanks and installations h) companies we cooperate with, with relation to services or goods (our partners);
<p>6. Transfer of data the third country:</p>	<p>We may entrust the performance of certain services and tasks to selected suppliers located outside the European Economic Area (i.e. in the so-called "third country"), in particular IT service providers and IT infrastructure. In such cases, the data is transferred to a third country on the basis of a decision of the European Commission stating the appropriate degree of protection, and if it is not found, adequate safeguards are applied in accordance with applicable legal regulations in order to create an adequate level of data protection - in particular standard contractual clauses of the EU. You have the option of requesting further information and receiving a copy of the relevant security at any time.</p>
<p>7. Retention of your data:</p>	<p>Depending on the purpose, your personal data may be processed in different periods of time:</p> <ul style="list-style-type: none"> a) in order to verify your credibility and to implement the necessary actions in the form of risk assessment (legal, financial, image and reputation) before concluding a contract aimed at cooperation with you, after its conclusion and during the performance of the contract - until the potential liability expires GASPOL (criminal, civil, tax and administrative) for possible violations related to establishing cooperation with you or until it becomes obvious that such potential liability will not be enforced against GASPOL or until you object, subject to point 9 below; b) in order to conclude and perform contracts - until their termination, expiry or cessation otherwise; c) for the purpose of direct marketing of products or services - until the termination, expiry or termination of contracts, as the time during which our legitimate interest in the processing of personal data for this purpose occurs or until you object; d) to test the level of satisfaction with cooperation with us or our partners and satisfaction with products or services - up to 3 months from the termination, expiry or termination of the contract, as the time when our legitimate interest in the processing of personal data occurs for this purpose or until you object, subject to point 9 below; e) for internal analyzes, internal audits, research and development activities and internal reporting - for the duration of our legitimate interest to process data for this purpose or until you object, subject to point 9 below; f) in order to develop and improve the products or services we offer - until the termination of the contract concluded with you or until you object, subject to point 9 below; g) in order to establish, investigate or defend against claims - until the claims for contracts or claims related to the processing of personal data are time-barred or until you object, subject to point 9 below; h) in order to fulfil our legal obligations - until the data storage obligations resulting from legal provisions expire; i) for the purpose specified in the content of each consent, if such consent has been given by you - always until the consent is withdrawn; j) in order to implement the internal administrative purposes of the SHV Energy capital group to which we belong - until the last legal basis or the purpose of processing your personal data is removed or until you object, subject to point 9 below.
<p>8. Your rights related to processing of your personal data by us:</p>	<p>You have the right:</p> <ul style="list-style-type: none"> a) of access to your personal data, to demand its correction, limitation of processing or to delete them; b) to transfer personal data that you have provided to us, i.e. to receive this personal data in a structured, commonly used machine-readable format, and you have the right to send this personal data to another administrator. If technically possible, you have the right to request that personal data be sent by us directly to another administrator; c) to withdraw of any prior consent obtained at any time, without affecting the legality of the processing which was carried out on the basis of the consent prior to its withdrawal; <p>in order to exercise these rights, please contact us or the DPO. Contact details are indicated above</p> <ul style="list-style-type: none"> d) to file a complaint to the supervisory body dealing with the protection of personal data if you consider that the processing of your personal data violates the GDPR.
<p>9. You have a right to object:</p>	<p>You have the right, irrespective of the reason, to object at any time to the processing of personal data for direct marketing purposes, including profiling. If you object to the processing of personal data for the purposes of direct marketing, including profiling, your personal data will not be processed by us for this purpose.</p> <p>You also have the right to object at any time to the processing of personal data for one or more other purposes based on our legitimate interest.</p> <p>The reason for this opposition must be your specific situation. Upon receipt of objections, we will no longer process your data for purposes for which you have objected, unless we demonstrate that there are legally valid grounds for processing that override your interests, rights and freedoms or grounds to establish, investigate, or defend against claims. In order to exercise your right of objection, you can contact us or the DPO. Contact details are indicated above.</p>
<p>10. Information about the requirement or voluntary data submission and the</p>	<p>Providing personal data for the purpose of concluding and executing the contracts that connect us is voluntary, but necessary for their conclusion and execution.</p> <p>Providing personal data in connection with the expressed consents to the processing of personal data, if you</p>

consequences of not submitting them: have expressed it, is always voluntary, and their failure to (consent or withdrawal) does not give rise to any consequences.



PRIVACY STATEMENT FOR EMPLOYEES AND REPRESENTATIVES OF GASPOL SUPPLIERS (ver. 1, 11/2020)

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GASPOL processes your personal data because you are the person representing the Supplier of GASPOL when concluding, changing or terminating contracts between the Supplier and GASPOL or you have been appointed to act on behalf of the Supplier when performing the contract concluded with GASPOL. In order to ensure that the declarations of will related to the contract will be submitted correctly and that the contract will be performed properly, GASPOL must process your personal data on the terms provided for in this document. Below you will find detailed information on how GASPOL processes your personal data.

Whenever this document refers to a "Supplier", it should be understood as a supplier of goods or services to GASPOL, regardless of how it is named in the contract, in particular regardless of whether it refers to a contractor, contracting party or supplier.

1. Our details as data controller:	GASPOL SPÓŁKA AKCYJNA with its registered office in Warsaw , address: Aleja Jana Pawła II 80, 00-175 Warsaw, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under No. 0000021200, NIP 7790020583, with share capital of PLN 116 407 140.30, paid in full.
2. Our contact details:	If you have any questions about the way we process your personal data, please read this statement first. For additional questions, remarks, compliments or complaints, please contact us by phone : +48 606 800 400, by e-mail at the following e-mail address: ochronadanych@gaspol.pl or by sending a correspondence to the following address: GASPOL SPÓŁKA AKCYJNA, Aleja Jana Pawła II 80, 00-175 Warsaw.
3. Contact details to our Data Protection Officer:	A Data Protection Officer has been appointed in GASPOL (hereinafter referred to as the "DPO"). You can contact him by e-mail at the following e-mail address: dpo@shvenergy.com . You can contact our DPO in all matters related to the processing of your personal data, as well as in order to exercise your rights related to data processing.
4. The purposes and grounds for processing your data and our legitimate interests	Your personal data is processed for the purpose of: <ul style="list-style-type: none"> a) concluding, executing, changing and terminating contracts concluded by GASPOL with a GASPOL Supplier, i.e. the entity that is represented by you or in which you are employed under an employment contract or on the basis of another legal relationship - because processing is necessary for the implementation of our legal legitimate interest (Article 6 (1) (f) of the GDPR), which is the conclusion, performance, modification and termination of these contracts and ensuring that these contracts are concluded and implemented in a correct manner from the point of view of GASPOL's interests and legal provisions; b) establishing, investigating or defending against claims related to contracts concluded with a GASPOL Supplier or the processing of your personal data - because processing is necessary for the implementation of our legitimate interest (Article 6 (1) (f) of the GDPR), which is the possibility of establishing, investigating or defending against claims; c) fulfilment of legal obligations imposed on us under European Union law or Polish law (e.g. towards the President of the Energy Regulatory Office, tax offices, customs and tax offices) - because in this case processing is necessary to meet the legal requirements to which we are subject (art. 6 (1) (c) of the GDPR).
5. Categories of data:	We process your personal data in the following scope: name, surname, business telephone number, business e-mail address, information about the place of employment, and in the case of persons representing the Supplier - also information about the function authorizing to represent the Supplier. In addition, if you provide us with a power of attorney granted to you, we will also process the data contained in this power of attorney.
6. What types of recipients can receive your personal data from us:	The recipients of your personal data may be entities from the following categories: <ul style="list-style-type: none"> a) entities authorized to receive them under applicable law (in particular, courts, tax authorities and other public administration bodies); b) entities (GASPOL subcontractors) providing services in the field of: postal and courier, printing and archiving, IT and new technologies, telephone or electronic service, accounting and financial, auditing and control, legal and debt collection, destruction or digitalization of documents;
7. Transfer of data the third country:	We may entrust the performance of certain services and tasks to selected suppliers located outside the European Economic Area (i.e. in the so-called "third country"), in particular IT service providers and IT infrastructure. In such cases, the data is transferred to a third country on the basis of a decision of the European Commission stating the appropriate degree of protection, and if it is not found, adequate safeguards are applied in accordance with applicable legal regulations in order to create an adequate level of data protection - in particular standard contractual clauses of the EU. You have the option of requesting further information and receiving a copy of the relevant security at any time.
8. Retention of your data:	Depending on the purpose, your personal data may be processed in different periods of time: <ul style="list-style-type: none"> a) in order to conclude, perform, amend or terminate the contract - until it is terminated, expires or otherwise ceases; b) in order to establish, investigate or defend against claims - until the claims for contracts or claims related to the processing of personal data are time-barred, or until you object, if the objection in accordance with the GDPR is upheld; c) in order to fulfill our legal obligations - until the data storage obligations resulting from legal provisions expire;
9. Your rights related to processing of your personal data by us:	You have the right to access your personal data, rectify it (correct, supplement), limit its processing or delete it. You also have the right to receive a copy of your personal data. In order to exercise the above rights, please contact us or the data protection officer. Contact details are listed above. It also has the right to lodge a complaint with the supervisory body dealing with the protection of personal data if it is found that the processing of your personal data violates the GDPR or other provisions on the protection of personal data. This body is the President of the Personal Data Protection Office.

ADRES
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 Krajowego Rejestru Sądowego KRS 0000021200
NIP 779-00-20-583
KAPITAŁ ZAKŁADOWY 116 407 140,30 zł opłacony w całości

10. You have a right to object:

Your personal data is not subject to automated decision making processes, including profiling.

You have the right to object to the processing of your personal data at any time for one or more of the following purposes:

- a)** conclude, perform, amend or terminate contracts concluded by GASPOL with a GASPOL Supplier, i.e. a person employing you on the basis of an employment contract or on another legal basis;
- b)** establishing, investigating or defending against claims related to contracts concluded with a GASPOL Supplier or the processing of your personal data.

The reason for this objection must be your particular situation. Upon receipt of the objection, we will cease to process your data for the purpose or purposes to which you have objected, unless we demonstrate the existence of valid legally valid grounds for processing, overriding your interests, rights and freedoms, or grounds for establishing, investigating or defending against claims.

In order to exercise your right to object, you can contact us or the DPO. Contact details are listed above.

11. Information about the requirement or voluntary data submission and the consequences of not submitting them:

Providing personal data is voluntary, but necessary so that you can be considered a person authorized to act on behalf of a GASPOL Supplier when concluding, performing, changing or terminating the contract. Failure to provide personal data may result in the inability to conclude, execute, amend or terminate the contract between GASPOL and the Supplier.

12. Source of data:

Your personal data has been obtained by us from a GASPOL Supplier with whom you have an appropriate legal relationship, in particular employment based on an employment contract or on another legal basis