

GENERAL PURCHASE CONDITIONS OF GRUPA AZOTY ZAK S.A.

§ 1 Definitions

Wherever the provisions of these General Purchase Conditions of Grupa Azoty Group refer to:

- 1) **Grupa Azoty Group** - it should be understood as all entrepreneurs who are directly or indirectly controlled by Grupa Azoty S.A. with its registered office in Tarnów, including Grupa Azoty S.A.;
- 2) **Purchaser** - it should be understood as an entrepreneur from the Grupa Azoty Group;
- 3) **Seller** - it should be understood as the other Party to the contract made with the Purchaser;
- 4) **Contract** - it should be understood as any contract under which the Seller provides goods, intangible rights or services to the Purchaser, including contracts for sale, delivery, provision of services, contract for specific work, etc., concluded also on the basis of an order;
- 5) **GPC** - it should be understood as these General Purchase Conditions of the Grupa Azoty Group;
- 6) **Subcontractors** - they should be understood as an entity that performs any part of or all Contract at the Seller's request, including further Subcontractors;
- 7) **Certificate of residence** - it should be understood as a tax residence certificate issued by a competent tax administration of the country which the taxpayer resides in;
- 8) **Party** - it is understood as the Seller or the Purchaser, while they are hereinafter jointly referred to as the "Parties";
- 9) **GDPR** - it should be understood as the Regulation (EU) 2017/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

§ 2 Preliminary provisions

1. These GPC pose an integral part of the Contract.
2. If any other general provisions apply to the Contract, the GPC will prevail. General Terms and Conditions of the Seller are not applicable between the Parties to the extent to which they are contradictory to these GPC. For the avoidance of doubt, it is assumed that the wording of Article 385⁴ Section 1 of the Polish Civil Code is not applicable.
3. If the arrangements made between the Parties are contradictory to the GPC, the Parties are bound by the wording of these arrangements (e.g. order, etc.), but provisions of the GPC will apply in the remaining scope.
4. These GPC do not apply to Contract on raw materials.

§ 3 Contract performance conditions

1. The Seller undertakes to perform the Contract with due diligence that can be expected from an entity professionally dealing with a given kind of activity, according to current knowledge, qualifications and applicable rules of law, technical conditions and standards, according to the state of the art, good practices, standards, and using tools, materials, machines, means of transport having verified thorough technical examinations, having appropriate authorizations, approvals, permits, certificates, accuracy certificates, safety data sheets, etc.
2. The Seller represents that the subject of the Contract is its property, is not encumbered with any right of third persons, and in particular it is not subject to any industrial property rights, copyrights or personal property rights of other entities, it was not seized in the course of enforcement proceedings, and that the subject of the Contract has been admitted for trading on the territory of the European Union and the European Economic Area in accordance with legal regulations, except for cases where it is the Purchaser who is responsible for taking up any actions intended to have the subject of the Contract admitted for trading.
3. The Purchaser has the right to inspect Seller or Subcontractors at any time and place to verify progress in the performance of the Contract, the quality of materials, goods, products and raw materials, techniques and methods used in the performance of the Contract.
4. The Seller is obliged to provide and present at each Purchaser's request a document supporting conclusion of an insurance contract (e.g. civil liability, professional liability, etc.) related to the subject of the Contract, within the scope and time limit provided for in the Contract or by the Purchaser.

5. The Seller is obliged to provide and present a document supporting the conclusion of cargo insurance for the subject of the Contract at each request of the Purchaser, unless the duty to provide the above insurance according to INCOTERMS in force on the date of the Contract rests with the Seller.
6. The Seller is entitled to perform the Contract through Subcontractors upon the prior consent of the Purchaser in writing, under the pain of nullity, or via electronic mail under the pain of nullity.
7. The Seller is responsible for actions and omissions of their Subcontractors, including further Subcontractors, as for their own actions and omissions, taking into account the degree of diligence referred to paragraph 1 above.
8. The Seller will deliver the subject of the Contract at their own cost and risk to the place indicated by the Purchaser. The Seller is obliged to provide the carrier with precise information regarding the carriage, in particular the destination, number of the warehouse where the subject of the Contract is to be delivered, contact person of the Purchaser, and to clearly indicate the Contract number on all packaging and transport documents, as well as to provide other data if it is provided for in the Contract.
9. If the Seller leaves the shipment in a wrong place, the Purchaser reserves the right to order the shipment to a correct place at the Seller's cost and risk, and the Seller agrees that the Purchaser may deduct these costs according to the provisions of the GPC.
10. The subject matter of the Contract will be left at the Purchaser's disposal pursuant to the INCOTERMS specified in the Contract and in force at the Contract date.

§ 4 Release of the subject of the Contract

1. The subject of the Contract is released in its entirety, unless the Contract provides for otherwise. If the subject of the Contract is released in parts, the date of the release is the date of releasing the last part of the subject of the Contract, unless the contract provides for otherwise.
2. The ownership right to the subject of the Contract or its part passes to the Purchaser upon its receipt in full, or if the Contract provides for the release in parts, upon receipt of a given part.
3. The subject of the Contract or its part should be released against a receipt protocol signed by both Parties or another document supporting the release in accordance with the legal provisions, if applicable.
4. The release of the subject of the Contract or its part to the Purchaser by the Seller should be accompanied by all required and related documentation (including shipping specifications with order number and shipping content list, unit and aggregate specification, technical and design documentation, technical drawings, attestations, legalizations, certificates, etc.). The documentation provided to the Purchaser should be complete. Lack of any document related to the subject of the Contract may be deemed by the Purchaser as a failure to deliver the subject of the Contract.
5. After the subject of the Contract or its part is released, it should be inspected by the Purchaser within 14 days after delivery or any other time indicated in the Contract. Failure to report any claims for defects in the document mentioned in paragraph 3 above will not prevent their subsequent submission. Any defects or claims will be submitted in a document applicable at the Purchaser's.
6. Contract performance deadlines will be indicated in the Contract. The Seller is obliged to immediately notify the Purchaser of any situation that may affect the untimely performance of the Contract. In such a case the Parties may agree on a new date of release, unless the Purchaser considers the reasons to be justified, while the Purchaser retains the rights mentioned in Section 7 GPC.

§ 5 Payments

1. Unless otherwise reserved in the Contract, the remuneration/price covers all costs related to performance of the Contract, in particular to the packaging, assembly, disassembly, loading, unloading, handling, transport, shipment insurance, the use of third parties in performing the Contract, their accommodation, travel, etc. The Seller may not demand any increase in remuneration/price even if at the time of concluding the Con-

tract it is impossible to anticipate the scope or costs of performance, unless the Contract stipulates otherwise.

2. The net price/remuneration will be increased by VAT in the amount resulting from the applicable legal regulations. If the payment is executed in a foreign currency, VAT will be payable in PLN. VAT will be converted pursuant to applicable tax regulations.
3. The Seller is obliged to indicate the Contract number, order number, value of the transferred author's economic rights in the invoice.
4. In the case an invoice is issued incorrectly or some necessary documents are missing, the payment may be withheld, and the payment deadline will be counted from the date when the Purchaser receives a correctly issued invoice and a complete set of documents.
5. The payment deadline is 30 days from the date of delivering a correctly issued invoice to the Purchaser's premises, unless the Contract stipulates otherwise. The document referred to in Section 4 paragraph 3 of the GPC should be attached to the invoice.
6. Amounts due will be paid via bank transfer to the Seller's bank account indicated in the invoice.
7. The date of payment of receivables related to performance of the Contract, including any liquidated damages, is the date of debiting the Purchaser's bank account with the amount due.
8. The Parties represent to be active taxpayers of the value added tax. If the Seller is a VAT-exempt taxpayer, they are obliged to notify the Purchaser thereof when concluding the Contract.
9. Unless otherwise stipulated in the Contract, the Seller will issue an invoice pursuant to the applicable provisions of the Act on VAT upon completed performance of the Contract, unless the legal provisions provide otherwise.
10. In the case of purchasing any excise products, the Seller is obliged to provide information on the amount of the excise duty included in the price of the purchased product in the invoice or in a statement attached to the invoice.
11. When the Purchaser and the Seller are both debtors and creditors to each other, the Purchaser may make a contractual set-off of their claim against the Seller's claim. The contractual set-off does not pertain to existing or future due or undue claims. No additional statement made by the Purchaser or any additional consent from the Seller are necessary to apply the contractual set-off.
12. The Seller, who does not have a registered office or management in the territory of Poland is obliged to provide the Purchaser, before the first payment deadline, a valid Certificate of Residence in cases stipulated in the Polish tax law regulations, and a statement that they are not the actual owner of the paid receivables.
13. The Seller may send electronic invoices to the Purchaser upon prior consent from the Purchaser.

§ 6 Warranty and implied warranty for defects

1. The Seller guarantees that the subject of the Contract is of required quality, complete and fully compliant with the Contract, and that the delivered subject of the Contract or its part is brand new, unused, free from defects, including legal and physical defects, marked with manufacturer's symbols, and that it will remain free from those defects for the period of warranty for defects and quality. The Seller confirms that the subject of the Contract does not come from a crime, and it was not traded with the so-called tax carousel, and that they do not participate in any tax fraud.
2. Unless otherwise stipulated in the Contract, the quality warranty period is 24 months counting from the date of receipt of the subject of the Contract or its final part, if the subject of the Contract is released in parts.
3. If the subject of the Contract has any defects, the Purchaser will inform the Seller thereof in writing or via electronic means by e-mail within 14 days of discovering the defect or another indicated in the Contract, and will call the Seller to remedy this defect. The Seller will remedy the defects within 48 hours, or replace the goods with goods free of defects within 5 business days, unless the Contract provides otherwise.
4. Unless otherwise stipulated in the Contract, if the subject of the Contract has any defects, the Purchaser, at their own discretion, has the right to:

- a. Demand that the Seller remedies the defects or delivers the item free of any defects at the Seller's risk and cost as soon as possible, or
 - b. Demand that the remuneration/price is reduced, or demand withdrawal from the Contract while retaining the right to demand compensation for damages.
5. Unless otherwise stipulated in the Contract, after the defect is remedied or an item free of defects is delivered, the implied warranty for defects and quality warranty duration begins anew in relation to the repaired or replaced part, and if it was a material defect that was remedied, it begins anew in relation to the entire subject of the Contract.
 6. If the Seller fails to perform their obligations arising from the warranty or implied warranty, in particular fails to remedy the defect in due time as indicated in the Contract, the Purchaser may repair/replace the defective part of the subject of the Contract on their own or commission such an action to a third party at the Seller's cost and risk without losing the quality warranty or implied warranty for defects.
 7. The warranty rights do not in any way limit the Purchaser's rights under the implied warranty for defects.
 8. The Seller is obliged to consider the complaint within 7 days of its submission. If the Seller fails to respond to the request in the above deadline, the Parties agree that the request is deemed justified. If the delivery inspection proves that qualitative and quantitative parameters deviate from those stipulated in the Contract, the Purchaser will immediately notify the Seller and reserves the right not to accept the delivery, which is tantamount to failure to perform the Contract.
 9. If a third party appears against the Purchaser with a claim for infringement of their rights to the subject of the Contract or its part, the Seller, at the Purchaser's discretion, using its own efforts and at its own expense: (i) will obtain the rights to use the solutions of third parties that are necessary to use the subject of the Contract in the scope stipulated therein, and will cover the damage to the Purchaser that resulted from the limitation in the possibility to use the subject of the Contract and reimburse the costs of participation in the dispute incurred by the Purchaser and awarded in the relevant procedure, or receivables of third parties recognized by the Purchaser as agreed with the Seller, or (ii) will deliver the subject matter of the Contract free from legal defects, (iii) will develop solutions outside the scope of third parties' rights, ensuring the use of the subject of the Contract as per provisions thereof and will incur the implementation costs.

§ 7 Liability

1. The Purchaser is liable towards the Seller only for direct material loss to the maximum amount of the total remuneration/net price, and if the subject of the Contract is issued in parts, to the amount of remuneration/net price of a given part of the subject of the Contract.
2. The Purchaser has the right to demand the Seller to pay liquidated damages in the following cases:
 - a. Delay in the performance of the subject matter of the Contract - in the amount of 2.0% of the total remuneration/net price of the Contract, and when the subject of the Contract is released in parts, 0.2% of remuneration/net price of a given part of the Contract for each commenced day of delay,
 - b. Delay in remedying a defect - in the amount of 2.0% of the total remuneration/net price of the Contract for each commenced day of delay,
 - c. Withdrawal from the Contract in whole or in part by the Purchaser due to the reasons attributable to the Seller - in the amount of 10% of the remuneration/net price of the Contract, and the Seller undertakes to pay the demanded damages pursuant to the Contract. The Parties mutually agree that the total amount of each liquidated damage provided for in paragraph 2 items a and b above may not exceed 150% of the total remuneration/net price.
3. The Purchaser has the right to claim from the Seller the remedy of the damage the amount of which exceeds the amount of liquidated damages reserved above in paragraph 2.
4. The Purchaser has the right to claim payment of the reserved liquidated damages at their own discretion, including the liqui-

dated damages for delay and withdrawal from the Contract jointly.

5. The Purchaser will send the Seller all notifications specifying the amounts of liquidated damages, and the Seller undertakes to pay them via bank transfer within 7 days after the notification has been delivered. In the case of no timely payment, the Purchaser has the right to make the contractual set-off pursuant to Section 5 paragraph 11 GPC or to collect the amounts due from the security established for the Purchaser.
6. The Seller will release the Purchaser from liability towards third parties for any personal injury or damage to property that result from performance of the Contract or use of the subject of the Contract due to a defect.
7. The Seller will be liable for all negative financial consequences (including VAT, interest on tax arrears) related to failure to perform or improper performance the Seller's obligations under the tax law (e.g. improper application of VAT rate in relation to non-taxable transactions, exemption, "reverse charge"), including also the loss of the Purchaser's right to deduct VAT. In particular, the Seller is obliged to return the difference or equivalent of the contested VAT, penalties, interest, sanctions, etc. at the first request and within the time limit indicated by the Purchaser.
8. In the case of delay in the performance of the Contract in its entirety or in part, the Purchaser has the right to use substitute performance, i.e. perform the obligation personally or through another entity, at the Seller's cost and risk, without the need to obtain the court's authorization, after prior notification to the Seller about the intent to use this right and the call for immediate performance of the Contract. The Seller is obliged to reimburse the Purchaser for any costs incurred by the Purchaser in relation to the substitute performance at the first request.

§ 8 Author's economic rights

1. Unless the Contract provides otherwise, the Seller transfers to the Purchaser the author's economic rights in the fields of exploitation indicated below and the right to exercise the related rights.
2. The Seller represents that they are or will be exclusively entitled to author's economic rights and related rights to all works within the meaning of the Act of 4 February 1994 on Copyright and Related Rights, which are the subject of the Contract.
3. The remuneration or price referred to above also includes remuneration due for the transfer of author's economic rights and related rights, the transfer of copies which the works have been recorded on, while this transfer does not constitute a separate subject of the Contract. The transfer of the author's economic rights in this scope is an integral element of the performance of the subject of the Contract.
4. Upon payment by the Purchaser of the remuneration/price for the performance of the Contract or its part, the Seller transfers to the Purchaser all author's economic rights, including the related rights, unrestricted in time and space, in the fields of exploitation indicated below, to the work, unless the Contract provides otherwise.
5. The transfer of the author's economic rights takes place in particular (but not exclusively) in the following fields of exploitation: recording and reproduction, trade in the original or copies which the work has been recorded on, marketing, lending or leasing the original or copies of the work in a manner other than specified above, the right to modify, sublicense, record and reproduce the work, to produce copies of the work with any technique including printing, reprography, magnetic recording and digital technology; the right to use and derive benefits from the work, to use its compilation, translation, alteration, adaptation, and related rights.
6. No additional statement by the Seller is required for the transfer of the author's economic rights.
7. If any claims or demands for financial compensation against the Purchaser are put forward by a third party due to possible infringement of the author's economic rights and related rights to the work, including also infringement consisting exclusively in the use of a third party's know-how, the Seller will, to the fullest extent permitted by law, protect the Purchaser and assume all liabilities or claims arising therefrom, including those arising from cooperation with Subcontractors engaged in the performance of the subject of the Contract and will cover any resulting damages

and costs incurred by the Purchaser. The receipt of a Work does not constitute its acceptance within the meaning of Article 55 of the Copyright and Related Rights Act and does not deprive the Purchaser of the right to pursue claims under the warranties and representations provided for in the Contract.

8. The Seller undertakes not to exercise the personal rights to the Work, and allows the Purchaser to exercise those rights on their behalf.

§ 9 Protection of personal data

1. Each Party undertakes to process the personal data provided by the other Party as a result of concluding and executing the Contract in accordance with the applicable regulations, along with GDPR, including the personal data of persons who are their Party, partners, coworkers, employees, subcontractors, as well as employees and coworkers or subcontractors and other persons that the Parties to the Contract use when executing the Contract, statutory representatives, agents and attorneys of the other Party to the Contract with an intention to conclude and execute the Contract.
2. The Purchaser provides the Seller with an information clause for counterparties ("Clause"), the content of which includes the information required under Articles 13 and 14 of GDPR, and is available on the website [www.zak.grupaazoty.com](http://zak.grupaazoty.com) in the Personal Data Protection tab <http://zak.grupaazoty.com/ochrona-danych.html>.
3. Data of companies from the Grupa Azoty Group as well as contact details of adequate Data Protection Officers are listed in Annex 1 to the Clause. The Seller represents that they have read the Clause and they accept its content.
4. The Seller undertakes to fulfill the information duty within the time limits specified in GDPR regulations towards all persons referred to in paragraph 1 of this section, on behalf of the Purchaser acting as the Data Controller. This duty may be executed in particular by providing the full content of the Clause to the persons mentioned in paragraph 1 above. If during the execution of the Contract the Seller engages on behalf of the Purchaser with actions related to the processing of personal data of other persons than those listed above, the Controller of which will be the Purchaser, the Seller undertakes to fulfill the information duty also towards these persons on behalf of the Purchaser.

§ 10 Safety

1. On the Purchaser's premises, the Seller is obliged to observe the applicable legal provisions, including the regulations related to the order, the pass system, occupational health and safety, fire safety, regulations related to safety applicable in the area, environmental protection as well as to follow any relevant internal regulations.
2. If the Seller uses any third parties to perform this Contract, the Seller is obliged to make them familiar with regulations and provisions referred to in paragraph 1 above, and to ensure they observe those regulations and provisions.
3. If any action or omission of the Seller, their workers or Subcontractor in any way violates the principles applicable in the premises of the Purchaser or other companies that are members of the Grupa Azoty Group regarding provision of health and safety and work, including fire safety or other regulations or requirements governing the safety issue in the area of the Grupa Azoty Group, the Purchaser has the right to suspend performance of the Contract in whole or in part until the violation is remedied. The suspension does not affect the Contract performance deadline and it is treated as a delay due to reasons attributable to the Seller.
4. Persons authorized to verify requirements provided for in this paragraph and to suspend the performance of the Contract in whole or in part are the Purchaser's workers who supervise the compliance with the requirements mentioned in paragraph 1.
5. The Seller of products that are hazardous for the Purchaser is obliged to comply with the requirements of Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC

and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC (REACH) and Regulation (EC) of the European Parliament and of the Council No 1272/2008 of 16 December 2008 on classification, labeling and packaging of substances and mixtures [...] (CLP), in particular to provide up-to-date Safety Data Sheets (SDS) for the sold goods for the first delivery and each time the Seller makes any amendment to these documents. The SDS should confirm that the registration obligations of the REACH Regulation have been fulfilled. Product packaging should be labeled in accordance with the CLP Regulation.

6. The Seller and product suppliers are obliged to observe the requirements of international agreements concerning the transport of hazardous materials, i.e. ADR, RID and IMDG, including the requirements concerning packaging, means of transport, labeling, training of drivers and transport documentation.

§ 11 Anti-corruption clause

1. In performing their obligations under the Contract, the Seller undertakes to observe all rules presented in the Code of Conduct for Business Partners. The Code is available at: <http://zak.grupaazoty.com/pl/spolka/zarzadzanie-zgodnoscia/3.html>.
2. Each Party undertakes that the remuneration (in whole or in part) paid by the other Party in relation to execution of the Contract will not be used to finance any benefits in cash or in kind of a corruptive nature.
3. Each Party undertakes to assist one another in the process of detecting and combating the corruption, and will inform each other immediately as soon as they become aware or reasonably suspect that a case of corruption occurred in connection with the execution of this Contract.
4. A Party may terminate the Contract with immediate effect as soon as they become aware that the other Party is in breach of any obligations presented in paragraphs 1-3 above.

§ 12 Code of Ethical Conduct

1. The Seller confirms that they are familiar with the content of the Code of Ethical conduct of Grupa Azoty and undertakes to observe the provisions included therein, in particular to employ the principles of respect for human dignity, mutual respect, tolerance, environmental protection and ecology within the scope of its activity. The Code is available at: <http://www.grupaazoty.com> in Polish and English versions.
2. The Parties to the Contract represent that they respect human rights, environmental protection, health and safety regulations, protection of women, young and disabled labor.

§ 13 Confidentiality

1. The Parties to the Contract undertake to keep confidentiality of the provisions of this Contract as well as other information obtained in connection with its execution, including:
 - a. personal data
 - b. information constituting a business secret of the Party's enterprise, which is understood as all information provided by the Party, regardless of the form of its transmission, including technical, technological, economic, financial, commercial, organizational or other information having an economic value, which, as a whole or in a specific comparison and set of elements, is not commonly known to persons dealing with this type of information or is not easily accessible to persons, and the unauthorized disclosure of which may damage the interests of the Party or of another Company belonging to the Grupa Azoty Group.
2. The Parties undertake to use the information listed in paragraph 1 above only for the Contract execution.
3. The confidentiality obligation does not apply to information that is commonly known; information made publicly available in relation to fulfillment by the Party of the information duties related to a status of a public company; information made available on request of a body which according to the applicable regulations is entitled to demand disclosure of such information; information communication inside the Grupa Azoty Group.

4. The obligation to maintain the confidentiality of the provisions of the Contract and the information referred to in paragraph 1(b) above will remain in force for the period for which the Contract is concluded and will remain in force even after the expiry or termination of the Contract for a period of 5 years thereafter.
5. A Party may disclose information provided for in paragraph 1 above only to the persons that will participate in execution of the Contract. This Party undertakes to inform such persons about the obligations under the Contract. The Party is liable for any breach of contractual obligations by those persons.
6. The Party undertakes to make agreements with their counterparties as to the obligation of confidentiality for the information mentioned in paragraph 1, if such confidential information is communicated to business partners.
7. The confidentiality obligation ceases in the event of a written consent of the Parties to the Contract as to the scope, date and way of making the contractual provisions and information mentioned in paragraph 1(b) above public.
8. The Purchaser has the status of a public company, some information on the Contract, which was not disclosed to the public, may constitute confidential information as set out in the Act of 29 July 2005 on Trading in Financial Instruments. Unauthorized disclosure or use of such information prior to its disclosure to the public may constitute a breach of law and give rise to criminal liability, as provided for in Articles 180-182 of the aforementioned Act. The Seller represents that due to the fact that the Purchaser has a status of a public company, they consent to the publication of information related to this Contract in the scope stipulated in legal acts binding for issuers of securities in Poland.
9. In the case of violation of the obligations provided for in this paragraph by the Seller, the Purchaser has the right to demand the Seller to pay the liquidated damages of PLN 10 000 per each violation, unless the Parties agree otherwise, and the Seller undertakes to pay the liquidated damages at the first demand of the Purchaser. The Purchaser has the right to claim supplementary compensation from the Seller, in excess of the reserved liquidated damages on general rules.

§ 14 Force majeure

1. The Party bear no liability if failure to perform or improper performance of the Contract results from Force Majeure.
2. The Force Majeure, unless otherwise defined in the Contract, should be understood as events beyond control of the affected Party, e.g. earthquake, fire, flood, hurricane, explosion, acts of nature, accident, war, threat of war, mobilization, riots, rebellion, sabotage, terrorist attack, uprising, civil disturbance or requisition, epidemics, riots, declared general strikes in relevant sectors of economic activity, roadblocks, imposed embargoes, official decisions of authorities and public administration bodies.
3. Obligations of the Party affected by the Force Majeure will be suspended in whole or in part for the period and in the scope, in which the fulfillment of such duties depends on the Force Majeure event.
4. Emergence of a Force Majeure event should be duly documented.
5. A Party wishing to invoke a Force Majeure event is obliged to immediately inform the other Party about occurrence of the Force Majeure event and its expected impact on the performance of contractual obligations by the Party. The obligation to inform the other party immediately also applies to the cessation of Force Majeure.
6. In connection with the occurrence of Force Majeure, the deadlines for the performance of the Contract are extended by the duration of the Force Majeure event and the period necessary to resume the work suspended due to the circumstances of Force Majeure.
7. In the event that the event of Force Majeure lasts longer than 30 days, the Parties, at their discretion, may (i) agree on a further course of action to fulfill their obligations under the Contract or (ii) withdraw from the Contract.

§ 15 Environmental protection

1. The Seller is responsible for environmental protection as well as for waste management in accordance with principles specified in applicable laws and regulations.

2. The Seller assumes statutory obligations with regard to the waste and packaging delivered with the subject of the Contract, and undertakes to remove them on an ongoing basis (or at the next delivery) from the Purchaser's premises.
3. To the extent that the performance of the Contract is related to the obligation to possess appropriate rights, the Seller declares that they have the appropriate rights to handle waste in a manner consistent with the provisions of law.
4. All costs related to the disposal of packaging, processing, recycling, other than recycling by means of packaging recovery processes, will be borne by the Seller.

§ 16 Final provisions

1. The Seller is not entitled to transfer any of their rights and obligation arising from the Contract without the express consent of the Purchaser expressed in writing, under the pain of nullity.
2. The Parties mutually agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods done at Vienna on 11 April 1980.
3. If any provision of the Contract or the GPC is declared invalid, in whole or in part, it will not affect the validity of the remaining provisions of the Contract or the GPC. The Parties hereby agree to replace such a provision by another provision that achieves the original objective of the Parties.
4. Any disputes arising out of or in connection with the Contract will be resolved by the competent local court with territorial jurisdiction over the Purchaser's registered office.
5. The Contract is governed by Polish law.
6. If the Contract is drawn up in two language versions and any discrepancies arise, the Polish version will prevail.
7. In all matters not settled herein, provisions of the Polish Civil Code apply accordingly.