

GENERAL CONDITIONS OF PURCHASE of the HEINZ-GLAS GROUP

1. General information

a) These General Terms and Conditions of Purchase are valid as the exclusive terms and conditions of commercial cooperation between HEINZ-GLAS Działdowo Sp. z o.o., HEINZ-PLASTICS Polska Sp. z o.o. and 2HD Sp. z o.o. (hereinafter: „HEINZ-GLAS”) and suppliers, service providers or other contractors (referred to below: „supplier”) or in addition to other separately included specific contractual provisions. Other terms and conditions, in particular the supplier’s General Terms and Conditions, shall not be honoured by HEINZ-GLAS even in the event of unqualified delivery or service, except with the express written approval of HEINZ-GLAS.

b) The General Conditions of Purchase shall also apply in their current version to all future business Agreements between HEINZ-GLAS and the supplier without HEINZ-GLAS having to refer to them each time. The current version of the General Terms and Conditions of Purchase is always available at: „<https://heinz-glas.com/pl/ogolne-warunki-sprzedazy>”.

2. Conclusion of an agreement

a) Orders or delivery calls from HEINZ-GLAS are binding if they are in writing or in electronic form. Verbal or telephone orders are not binding and must be confirmed in writing or by e-mail.

b) The supplier is obliged to confirm the order with a binding price, delivery time and HEINZ-GLAS order number within two working days of receipt of the order in writing by e-mail. If HEINZ-GLAS has opted out of sending order confirmations on the basis of a separate written agreement with the supplier, the supplier is obliged to accept the order within one week of receipt of the order by unconditional fulfilment. A call for deliveries on the basis of existing framework agreements - unless otherwise stipulated in the framework agreement - is binding if the supplier does not contest it in writing or electronically within two working days of the receipt of the call.

c) The Supplier is obliged to draw HEINZ-GLAS’ attention to obvious errors (e.g. in spelling or calculations) and incomplete or missing order documents for correction or completion; otherwise the Agreement shall be deemed to have been concluded without such errors.

d) HEINZ-GLAS shall have the right to cancel the order until the order confirmation has been received or until the Agreement has been completed without reservations.

e) Confirmation of a supplier’s order which differs in content from the order shall be treated as a new offer requiring the conclusion of the agreement as well as confirmation of an order in which the price or delivery time is specified for the first time. This new offer to conclude the agreement by the supplier can be accepted by HEINZ-GLAS on paper or electronically by e-mail.

f) The supplier should pay particular attention in his order confirmation to any deviations or additions to orders from HEINZ-GLAS.

g) The supplier is not entitled to make changes to the order without the prior written consent of HEINZ-GLAS.

h) if reasonable for the supplier and feasible within the framework of normal production without serious additional costs, HEINZ-GLAS shall be entitled to change the time and place of delivery as well as the type of packaging on the basis of written notification sent at least 5 days before the agreed delivery date. The same applies to changes in production specifications and quantities. HEINZ-GLAS will compensate the supplier for documented costs incurred as a result of the changes.

i) HEINZ-GLAS does not guarantee remuneration for visits or the preparation of offers, projects, etc. if this has not been agreed in writing between HEINZ-GLAS and the supplier.

3. Delivery

a) The goods or services ordered or called for are to be delivered within the agreed time limit. The date on which the goods are delivered at their destination or the service is performed in its entirety is decisive for compliance with the deadlines set. The delivery or performance date is specified in the order or order confirmation by the supplier, accepted by HEINZ-GLAS.

b) Deliveries shall be made, unless otherwise expressly agreed, according to the Incoterms 2020 DAP clause to the place specified by HEINZ-GLAS in the order or call-up. The supplier shall bear the costs and risk of accidental deterioration of the delivery item until it has been delivered to the specified place or until the service has been taken over.

c) The Supplier shall immediately report to HEINZ-GLAS any difficulties that prevent delivery or performance of the service by the agreed date, quantity or quality, specifying the reason and the anticipated delay.

d) In the event of a delay in delivery, HEINZ-GLAS shall be entitled, after prior written notice, to demand a contractual penalty from the supplier for each day of delay started, amounting to 0.2%, max. 5% of the order value. The contractual penalty for the supplier should be added to the damage caused by the delay.

e) The supplier may only invoke the absence of necessary documents or goods on the part of HEINZ-GLAS if he has demanded them in writing and has not received them from HEINZ-GLAS within a certain period of time.

f) Partial deliveries or partial performance of services are only possible with the prior consent of HEINZ-GLAS and must be specifically marked as partial.

g) HEINZ-GLAS is not obliged to take delivery of the goods/service before the expiry of the delivery or service deadline. In the event of earlier delivery than agreed, HEINZ-GLAS reserves the right to send the goods back at the supplier’s expense or to charge the supplier for the storage costs at the subcontractor. The above shall not apply in the case of a slight acceleration of the delivery of goods or services. If early delivery does not result in the goods being sent back or stored at the subcontractor, the goods are stored at HEINZ-GLAS until the delivery date at the supplier’s expense and risk.

h) Each delivery or service must be accompanied by a waybill containing the following data in particular: order number, order date, supplier number, date and content of the delivery (e.g. part numbers, lot number, assortment number, quantity) or type of service, agreed place of delivery and unloading as well as other data specific to the delivery.

i) in the case of import deliveries, all required accompanying documents, goods transport permits and certificate of origin must be included. The above does not apply if other regulations are expressly stipulated.

j) Insofar as certificates of composition or other documents of manufacture are required for the goods to be delivered, these shall be an essential part of the delivery and must be handed over to HEINZ-GLAS together with the goods to be delivered.

k) If HEINZ-GLAS has not recommended a specific packaging, the supplier may package the goods in accordance with commercial standards. The supplier shall be liable for loss or damage occurring during transport, unloading up to collection at destination. The supplier’s liability also covers transport and unloading damage arising in the event of unloading assistance from HEINZ-GLAS or HEINZ-GLAS taking over transport for the supplier. Therefore, the supplier should take out sufficient transport insurance for its deliveries.

l) acceptance of the goods shall take place during HEINZ-GLAS’s working hours or at other times specified by HEINZ-GLAS to the supplier.

(m) The transfer of the goods to HEINZ-GLAS takes place unconditionally and irrespective of payment. Exceptions to this are all forms of extended or prolonged protection of ownership, such that the legal protection of ownership of the supplier only applies until the goods delivered to HEINZ-GLAS have been paid for.

n) if the supplier works on HEINZ-GLAS premises as part of the delivery or performance of a service, the supplier is to ensure that its employees observe the applicable procedures, in particular health and safety regulations and other instructions of HEINZ-GLAS. As part of the performance of the service, the Supplier shall also be obliged to dispose of any waste generated by it at its own expense, unless otherwise agreed with HEINZ-GLAS in writing.

4. Inspection and complaints

a) Upon receipt of the goods, HEINZ-GLAS will only check the delivery for quantity, identification as well as visible damage in transit and storage. No further checks are carried out at HEINZ-GLAS when the goods are accepted. Deficiencies or damage discovered by HEINZ-GLAS upon receipt of the goods must be reported to the supplier immediately, at the latest within 5 working days of discovery.

(b) if acceptance is agreed, there is no obligation to inspect. In addition, it matters to what extent the control makes sense given the circumstances of the case according to business principles.

c) the supplier must be informed immediately of any shortcomings or damage in the delivery as subsequently discovered in the

course of due business, but no later than 5 working days after identification.

d) In the case of interim transactions, the recipient’s complaint with HEINZ-GLAS must be borne in mind.

(e) the supplier waives the allegation of delayed complaint in this respect.

5. Prices / billing / payment

a) The agreed prices are fixed prices. The price includes indirect costs, in particular packaging and transport to the destination as well as customs fees. VAT should be specified in a separate line.

b) supplier’s bills and invoices should include the order number assigned by HEINZ-GLAS at the time of the order, the date of the order, the supplier number and the ordering person or department, and be addressed to one of the HEINZ-GLAS Group plants. If this information is missing, the supplier may be called upon to supplement it. In such a situation, the payment period indicated on the document starts to run from the moment the required information is provided.

c) Unless otherwise agreed, payment shall be made within 30 days of the date of invoice, after complete and defect-free delivery or performance of the service (including, where applicable, agreed acceptance) and receipt of the invoice from 3% Skonto or within 60 days. Confirmation of timely payment on the part of HEINZ-GLAS is the receipt of the transfer order by the HEINZ-GLAS bank.

d) in the event of prepayment by HEINZ-GLAS, the supplier shall issue appropriate security, e.g. in the form of a bank guarantee, at HEINZ-GLAS’ request, the cost of which shall be borne by the supplier.

e) Without HEINZ-GLAS’ consent, the supplier is not entitled to assign claims against HEINZ-GLAS to third parties or to have them collected by third parties. If the supplier assigns claims against HEINZ-GLAS to a third party without the consent of HEINZ-GLAS, HEINZ-GLAS may write off the liability to both the supplier and the third party.

f) HEINZ-GLAS has the statutory right to refuse service, set-off and retention of payment. The Supplier shall only be entitled to set-off and withhold payment if the counterclaim on which the right to refuse service, withhold payment or set-off is based is indisputable and of legal force or if the counterclaim is based on the same contractual relationship.

6. Supplier quality assurance

a) The supplier is obliged to set up its production and inspection processes in such a way as to ensure that products are dispatched free of defects or that reliable services are provided, and to comply with the quality requirements agreed between HEINZ-GLAS and the supplier. The supplier is responsible for sustainably maintaining the required quality of its products and services through, among other things, preventive measures.

(b) the supplier is obliged to control the quality of the processes accompanying the production and to carry out an initial inspection of the products and to check his deliveries and services reliably and comprehensively for quality and to document the results of the inspection.

(c) the supplier is obliged to ensure the traceability of his products by means of appropriate markings, so that in the event of the dispatch of defective products, it is possible to effectively limit products that may also be defective.

d) without the prior consent of HEINZ-GLAS, the supplier is not entitled to subcontract its delivery or service to a third party (e.g. a subcontractor). The Supplier shall bear the risk of commissioning its services, unless otherwise agreed in the case.

e) Insofar as the supplier procures materials, products or services required for the manufacture of its products or the performance of its services, as well as quality requirements, the supplier shall be liable towards HEINZ-GLAS for the quality of the supplies and services. In relation to HEINZ-GLAS, it is the responsibility of the supplier to ensure that the required quality of components or subcontractor services is maintained, in particular through preventive measures.

7. Warranty

a) The supplier guarantees that the goods supplied by him or the work carried out by him are free from defects, meet the agreed quality requirements, have the required properties and comply with the other requirements stipulated by HEINZ-GLAS and confirmed by the supplier, as well as being suitable for the application intended by HEINZ-GLAS, of which the supplier has been informed, and undertakes to provide HEINZ-GLAS with a declaration of guarantee as stipulated in article 577 § 2 of the Civil Code.

b) if, from the supplier’s point of view, the ordered supplies or services involve products or services with special requirements, the supplier is to ensure that the supplies or services provided to HEINZ-GLAS comply with statutory requirements, directives and approved rules in the applicable version.

c) If, on the part of the supplier, there is any doubt or ambiguity regarding the specific requirements for the subject matter of the delivery or service, the supplier is obliged to contact HEINZ-GLAS immediately in order to clarify the doubt or ambiguity.

d) The guarantee period shall commence upon delivery to HEINZ-GLAS or upon provision of the service to HEINZ-GLAS and upon technical acceptance.

e) the supplier’s guarantee period to HEINZ-GLAS is 24 months, unless otherwise specified in separate agreements between the supplier and HEINZ-GLAS

f) Irrespective of the guarantee provided, the supplier shall be liable under the warranty if a defect in the delivery/service is discovered before the expiry of 2 years from the date of delivery/service in accordance with Art. 568 § 1 of the Civil Code.

8. Recourse to the supplier

a) HEINZ-GLAS shall be entitled to demand compensation from the supplier for damage (conforming or replacement delivery) that HEINZ-GLAS has caused to its customer due to defects in the delivery/service.

b) before HEINZ-GLAS recognises or fulfils the claim of its customer, HEINZ-GLAS will inform the supplier and ask for a written position on the facts presented. If the supplier does not take a position within the stipulated period and does not propose a mutually agreed solution, HEINZ-GLAS shall be entitled to a claim for defects as its customer; in this case, the supplier shall bear the burden of proof to the contrary.

c) HEINZ-GLAS also retains recourse claims against the supplier if the goods are developed or processed by HEINZ-GLAS or by other customers within the supply chain prior to sale to the user, e.g. by incorporation or combination with other products that form a single usable product.

9. Liability/insurance

a) The liability between the parties shall be determined by the statutory regulations, unless expressly stated otherwise in these General Terms and Conditions of Purchase.

b) in the event that the customer or a third party makes use of a claim for defects against HEINZ-GLAS, the supplier is obliged to indemnify HEINZ-GLAS against such claims if the damage was caused by a defect in a product delivered by the supplier or as a result of a service provided by the supplier, and the supplier will be obliged to compensate HEINZ-GLAS for the damage in accordance with the statutory conditions.

c) In the context of indemnification, the supplier must pay all costs and expenses resulting from the measures taken by third parties, including the recall action carried out by HEINZ-GLAS or its customers. HEINZ-GLAS will inform the supplier of the content and scope of the recall - if possible and reasonable - to enable him to sufficiently interact and take a position. This does not exclude further claims under the Civil Code Act.

d) the supplier must conclude and continue a plant and product liability agreement that is capable of adequately covering risks arising from deliveries or services to HEINZ-GLAS. The supplier’s product and liability insurance must have a sum insured of at least PLN 1 million for accidents involving people and property damage and at least PLN 1 million for product insurance covering the entire world, including the USA, US territories and Canada. At HEINZ-GLAS’s request, the supplier shall provide proof of product and company liability insurance without delay.

e) If there are products ordered by HEINZ-GLAS for which, according to the supplier’s assessment, a recall cannot be ruled out in order to avoid human accidents due to a possible product defect, e.g. due to defective material, HEINZ-GLAS recommends

that the supplier take out additional insurance to cover the recall and the associated costs.

10. Force Majeure

The parties consider Force Majeure to be all objectively unforeseeable, unavoidable and extraordinary events, including in particular, natural disasters (e.g. the Parties recognise as Force Majeure any objectively unforeseeable, unavoidable and extraordinary events, including in particular natural disasters (e.g. floods, earthquakes, hurricanes), fires, explosions, epidemics, social unrest, shortages of raw materials, energy and workforce, a drop in the value of money, sudden increase and high level of inflation, limitations and interruptions in the supply of energy or raw materials making it possible to function, introduced by authorised bodies, as well as significant shortages on the market of these raw materials, martial law, state of emergency, state of natural disaster and actions of public authorities - the occurrence of which could not have been foreseen at the time when the cooperation was established, and which at least significantly hinder or make it impossible to perform activities.

In the event of Force Majeure, HEINZ-GLAS is relieved of any liability in the event of delays or inability to take delivery of the goods or services in whole or in part. In the event of Force Majeure, both HEINZ-GLAS and the supplier undertake to inform the other Party immediately upon its occurrence.

11. Intellectual property rights

a) the supplier guarantees that the goods delivered or the service provided are free from third-party rights.

b) if a third party wishes to exercise its rights to the product against HEINZ-GLAS, the supplier is obliged to indemnify HEINZ-GLAS against such claims. The indemnity applies to all HEINZ-GLAS outlays arising from or in connection with third-party claims.

12. Additional accessories

a) insofar as HEINZ-GLAS makes available to the supplier samples, moulds, drawings, sketches, programmes, documents or information for the purpose of producing the delivery item or performing the service or are performed in connection with the delivery or service at the expense of HEINZ-GLAS (hereinafter: accessories), HEINZ-GLAS reserves the right of ownership and protection of intellectual property with regard to these.

b) Accessories made by HEINZ-GLAS may only be used to supply or service HEINZ-GLAS. The alteration, mixing or combining of accessories in connection with a delivery or service may only be carried out by the supplier for HEINZ-GLAS.

c) The supplier is obliged to mark the accessories with HEINZ-GLAS and to insure them at his own expense for the purchase value. The Supplier waives in favour of HEINZ-GLAS the right to claim compensation from this insurance, and HEINZ-GLAS hereby accepts the assignment.

(d) the supplier is obliged to carry out in a timely manner, or have carried out at his own expense, the necessary repairs, maintenance and inspection of accessories, in particular with regard to production tools. In the event of a decrease in value or loss, the supplier shall bear the cost of replacing the accessories, unless the decrease in value or loss was not the fault of the supplier.

e) Reproduction of accessories, in particular documents, is only permitted with the express written consent of HEINZ-GLAS.

f) the supplier may not make HEINZ-GLAS accessories available to third parties without the prior express consent of HEINZ-GLAS.

g) All accessories and possibly existing copies are to be returned to HEINZ-GLAS after rejection or fulfilment of the order.

13. Confidentiality

(a) the supplier undertakes to treat confidentially all aspects of the cooperation, in particular the documents and information provided. He will treat in confidence all the confidential commercial and technical details that he learns through the collaboration. Only information and aspects of the cooperation which were at the same time made public at the time of disclosure or information and aspects of the cooperation which were undoubtedly known to the supplier prior to their disclosure by HEINZ-GLAS are not covered by commercial confidentiality.

b) HEINZ-GLAS documents and information may only be made available to persons acting on behalf of HEINZ-GLAS. The supplier also ensures that the confidentiality of HEINZ-GLAS data is respected by its employees.

c) the supplier may not transfer HEINZ-GLAS documentation and information to third parties without the prior express consent of HEINZ-GLAS

(d) the supplier is obliged to maintain secrecy even after the cooperation has ended.

14. Other provisions

a) The place of performance for all deliveries and services of the supplier as well as the place of performance and payment for all HEINZ-GLAS services shall be the location of the respective HEINZ-GLAS plant specified as the place of destination.

(b) for transactions under this Agreement, the laws of Poland shall apply, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

c) the exclusive place of jurisdiction for disputes arising from the supplier's deliveries and services to HEINZ-GLAS shall be the court with jurisdiction over the seat of the HEINZ-GLAS plant concerned, unless the Code of Civil Procedure specifies an exclusive jurisdiction. However, HEINZ-GLAS is also entitled to bring an action in another court within the framework permitted by the Code of Civil Procedure.

d) if individual provisions of this agreement are or become ineffective or contain a loophole, the remaining provisions of the agreement shall remain unaffected. The parties undertake to replace the ineffective or incomplete regulation with a new one that corresponds to the statutory provisions and comes closest to the economic purpose.

(e) In view of the aggression of the Russian Federation against Ukraine launched on 24 February 2022 and the sanctioning measures introduced on the basis of Council Regulation (EC) No. 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and Belarus' participation in Russia's aggression against Ukraine (OJ.EU.L2006.134.1), Council Regulation (EU) No 269/2014 of 17 March 2014 on restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (OJ.EU.L2014.78.6), Council Regulation (EU) 2022/263 of 23 February 2022 on restrictive measures in response to the recognition of the non-government-controlled areas of Ukraine's Donetsk and Luhansk regions and ordering the deployment of Russian military forces in these areas (OJ.EU.L2022.421.77) and the law of 13 April 2022 on special solutions to counter support for aggression against Ukraine and to protect national security (OJ.EU.2022.835) HEINZ-GLAS has introduced and applies the Sanctions Policy found on the HEINZGLAS website at <https://heinz-glas.com/pl/polityka-sankcyjna>.

f) The Sanction Policy fully binds both HEINZ-GLAS and the supplier in terms of their cooperation. The Supplier is obliged to familiarise itself with the contents of the Sanction Policy and to comply with it when working with HEINZ-GLAS.