

GENERAL CONDITIONS OF PURCHASE of the HEINZ-GLAS GROUP

1. General information

a) These General Terms and Conditions of Purchase are applicable as exclusive terms of business between HEINZ-GLAS Działdowo Sp. z o.o., HEINZ-PLASTICS Polska Sp. z o.o. and 2HD Sp. z o.o. (hereinafter referred to as: „HEINZ-GLAS”) and their suppliers, service providers or other contractors (hereinafter referred to as: „supplier”) or as a supplement to other separately concluded specific contractual provisions. HEINZ-GLAS will not observe any other terms and conditions, in particular the General Terms and Conditions of the supplier, even in the case of delivery or service without reservations, 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 contracts 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. Contract conclusion

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

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

c) The supplier shall draw the attention of HEINZ-GLAS to obvious errors (e.g. in spelling or calculations) and incomplete or missing order documents so that they can be corrected or supplemented; otherwise the contract shall be deemed to have been concluded without such errors.

d) HEINZ-GLAS has the right to cancel the order (right to withdraw the proposal) until receipt of an order confirmation (acceptance of the proposal without modifications) from the supplier.

e) The supplier’s order confirmation which differs in terms of content from the order shall be treated as a new proposal requiring the conclusion of a contract, as well as confirmation of an order in which the price or delivery time is set for the first time. HEINZ-GLAS may accept this new proposal to conclude a contract by the supplier in paper form or electronically by e-mail.

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

g) The supplier is not entitled to make any modifications 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 process without the need to incur significant additional costs, HEINZ-GLAS will be entitled to change the time and place of delivery as well as the type of packaging by means of a 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 such modifications.

i) HEINZ-GLAS will not pay for visits or the preparation of proposals, designs, 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-off shall be delivered within the agreed deadline. The date on which the goods are delivered at their place of destination or the service is provided in full is decisive for compliance with the agreed deadlines. The delivery or performance date shall be specified in the order or order confirmation issued by the supplier, accepted by HEINZ-GLAS.

b) Deliveries shall be performed, unless expressly agreed otherwise, according to the Incoterms 2020 DAP to the place specified by HEINZ-GLAS in the order or the delivery call-off. The supplier shall bear the cost and risk of accidental deterioration of the condition of the shipment until it is delivered to the specified destination, or until a service is accepted.

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

d) In the event of a delay in delivery, HEINZ-GLAS will be entitled, after prior written notice, to demand a contractual penalty from the supplier for each commenced day of delay, 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 invoke the absence of necessary documents or goods on the part of HEINZ-GLAS only if the supplier has demanded them in writing and has not received them from HEINZ-GLAS within the set period.

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

g) HEINZ-GLAS is not obliged to accept the delivery of the goods/service before the date of delivery or service performance. 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 costs of storage with the subcontractor. The above shall not apply if the goods are delivered or services are performed only slightly earlier than agreed. If the goods delivered early are not sent back or stored with a subcontractor, the goods are stored at HEINZ-GLAS until the delivery date at the supplier’s expense and risk.

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

i) In the case of import deliveries, all required accompanying documents, freight transportation permits and certificate of origin must be included. The above does not apply if other regulations have been explicitly agreed.

j) Insofar as certificates of composition or other documents of manufacture are required for the goods to be delivered, these form 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 requested any specific packaging, the supplier may package the goods in accordance with terms of trade. The supplier will be liable for loss or damage occurring during transport and unloading until collection at the place of destination. The supplier’s liability also covers damage during transport and unloading if HEINZ-GLAS provides assistance in unloading or takes over transport from the supplier. Therefore, the supplier should take out adequate transport insurance for its deliveries.

l) The goods shall be accepted during HEINZ-GLAS’ working hours or at other times communicated by HEINZ-GLAS to the supplier.

m) The goods shall be handed over to HEINZ-GLAS unconditionally and irrespective of payment. Exceptions to this involve all forms of extended or prolonged protection of ownership, in a manner that the supplier’s ownership is legally protected only until the payment is made for the goods delivered to HEINZ-GLAS.

n) If the supplier works on HEINZ-GLAS premises as part of the delivery or performance of a service, the supplier shall 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 is also obliged to remove any waste it generates 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 transport and storage. No further checks will be carried out at HEINZ-GLAS upon acceptance of the goods. Defects 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 identifying them.

b) If acceptance is agreed, there is no obligation to carry out an inspection. It also matters to what extent an inspection is reasonable given the circumstances of every case according to business rules.

c) The supplier must be informed immediately of any shortcomings or damage in the delivery subsequently discovered in the course of due business, but no later than 5 working days after identifying them.

d) In the case of intermediary 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 costs of packaging and transport to the place of destination as well as customs fees. VAT should be specified in a separate line.

b) The supplier’s bills and invoices must contain all the elements required by tax laws and, in addition, the order number assigned by HEINZ-GLAS at the time of placing the order, the date of the order, the supplier’s number and the ordering person or department, and be addressed to one of the plants of the HEINZ-GLAS Group. If this information is missing, the supplier may be requested to add it. In such a situation, the payment term indicated in the document starts to run from the date on which the required information is provided.

If an invoice or bill is issued earlier, the document is deemed to have been received not earlier than on the date of the complete and defect-free delivery or performance of the service, and the deadline for payment also begins to run then.

c) Payment shall be made, unless otherwise agreed, within 60 days after HEINZ-GLAS receives the bill or invoice or 30 days after receipt of the invoice with 3% early-payment discount. The date of payment is the date on which the bank account of HEINZ-GLAS is debited.

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

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

f) HEINZ-GLAS has the statutory right to refuse service, make offset and withhold the payment. The supplier will only be entitled to offset and withhold payment if the counterclaim on which the right to refuse service, withhold payment or make offset is based is indisputable and legally effective, or if the counterclaim is based on the same contractual relationship.

6. Supplier’s quality assurance

a) The supplier is obliged to set up its production and inspection processes in such a way so as to ensure that products are dispatched free of defects and services are provided reliably, and to comply with the quality requirements agreed between HEINZ-GLAS and the supplier. The supplier is obliged to sustain the required quality of its products and services by taking, among other things, preventive measures.

b) The supplier is obliged to control the quality of the processes accompanying the production and to inspect the products on exit as well as to check quality of its deliveries and services scrupulously and comprehensively, and to document the results of the inspection.

c) The supplier is obliged to ensure product traceability by using 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 will not be entitled to subcontract its delivery or service to a third party (e.g. a subcontractor). The supplier shall bear the risk of subcontracting its services, unless otherwise agreed in a given case.

e) Insofar as the supplier procures materials, products or services required for the manufacture of its products or the performance of its services, and if quality requirements are placed on the supplier, 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’s services is maintained, in particular by taking preventive measures.

7. Warranty

a) The supplier warrants that the goods and services it supplies are free from defects, meet the agreed quality requirements, have the required properties and comply with the other requirements specified by HEINZ-GLAS and confirmed by the supplier, and they are fit for intended use by HEINZ-GLAS, of which the supplier has been informed, and undertakes to provide HEINZ-GLAS with a warranty statement 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 shall ensure that the supplies or services provided to HEINZ-GLAS comply with statutory requirements, directives and approved regulations in the applicable version.

c) If the supplier has any doubts or ambiguities regarding the specific requirements for the object of the delivery or service, the supplier shall contact HEINZ-GLAS immediately in order to clarify the doubt or ambiguity.

d) The warranty period shall commence upon delivery to HEINZ-GLAS or upon service provision to HEINZ-GLAS and after technical acceptance.

e) The supplier’s warranty period to HEINZ-GLAS is 24 months, unless separate agreements between the supplier and HEINZ-GLAS stipulate otherwise.

f) Irrespective of its own warranty provided, the supplier will be liable under the statutory warranty if a defect in the delivery/service is discovered before the expiry of 2 years from the date of delivery/service performance in accordance with Article 568(1) of the Civil Code.

8. Recourse against the supplier

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

b) Before HEINZ-GLAS acknowledges or fulfils the claim of its customer, HEINZ-GLAS will inform the supplier and request 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 agreeable solution, HEINZ-GLAS will be entitled to claim defects as the customer; in this case, the supplier shall bear the burden of proof to the contrary.

c) HEINZ-GLAS will also retain 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 their 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 these General Terms and Conditions of Purchase expressly stipulate otherwise.

b) In the event that the customer or a third party exercises a claim for defects against HEINZ-GLAS, the supplier shall 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 performed by the supplier, and the supplier shall compensate HEINZ-GLAS for the damage in accordance with the statutory requirements.

c) As part of indemnification, the supplier shall cover 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 shall inform the supplier of the substance and scope of the recall – if possible and reasonable – to let it take sufficient cooperation measures and take a position. This does not exclude further claims under the Civil Code.

d) The supplier shall conclude and maintain a business and product liability agreement that will adequately cover risks arising

from deliveries or services to HEINZ-GLAS. The supplier's product and business liability insurance must have a sum insured of at least PLN 1 million for incidents involving people and property damage and at least PLN 1 million for product liability insurance covering the entire world, including the USA, US territories and Canada. At HEINZ-GLAS' request, the supplier shall provide proof of product and business 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 incidents involving people 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 any objectively unforeseeable, unpreventable and extraordinary events, including, in particular, natural disasters (e.g. floods, earthquakes, hurricanes), fires, explosions, epidemics, social unrest, shortages of raw materials, energy and labour, money devaluation, sudden increases in and high levels of inflation, restrictions and interruptions in the supply of energy or raw materials needed for proper functioning, which are introduced by authorised bodies, as well as significant shortages on the market for these raw materials, a state of war, a state of emergency, a state of natural disaster and actions by public authorities – the occurrence of which could not have been foreseen at the time the collaboration was established, and which hinder or prevent business to at least a significant extent.

In the event of Force Majeure, HEINZ-GLAS will be released of any liability for delays or inability to accept the delivery of the goods or services, whether 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 intends to exercise its rights to the product against HEINZ-GLAS, the supplier shall indemnify HEINZ-GLAS against such claims. The indemnification applies to all HEINZ-GLAS outlays arising from or in connection with third-party claims.

12. Additional accessories

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

b) Accessories developed by HEINZ-GLAS may only be used for the purpose of the delivery or service provision to HEINZ-GLAS. Any alterations, mixing or combining of accessories in connection with a delivery or service performance may only be carried out by the supplier for the benefit of HEINZ-GLAS.

c) The supplier shall mark the accessories from HEINZ-GLAS and insure them at its own expense for the purchase value. The supplier assigns its right to claim compensation from this insurance to HEINZ-GLAS, and HEINZ-GLAS hereby accepts the assignment.

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

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

f) The supplier is not entitled to provide HEINZ-GLAS accessories to third parties without the prior express consent of HEINZ-GLAS.

g) All accessories and any existing copies must be returned to HEINZ-GLAS after the order is rejected or fulfilled.

13. Confidentiality

a) The supplier undertakes to keep all aspects of the collaboration confidential, in particular the documents and information provided. The supplier shall keep secret all the trade and technical details that are not generally known and that it learns in the course of the collaboration. Only information and aspects of the collaboration which were made public at the time of their disclosure to the supplier or information and aspects of the collaboration which were undoubtedly known to the supplier prior to their disclosure by HEINZ-GLAS are not a trade secret.

b) HEINZ-GLAS' documents and information may only be made available to persons acting by order of HEINZ-GLAS. The supplier also ensures that its employees follow the confidentiality rules regarding HEINZ-GLAS's data.

c) The supplier may not share HEINZ-GLAS's documentation and information with third parties without the prior express consent of HEINZ-GLAS.

d) The supplier shall maintain secrecy even after the collaboration has ended.

14. Miscellaneous

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's services shall be the registered office of the respective HEINZ-GLAS plant specified as the place of destination.

b) All transactions hereunder shall be governed by the laws of Poland, with the exclusion 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 having jurisdiction over the registered office of a respective HEINZ-GLAS plant, unless the Code of Civil Procedure specifies an exclusive jurisdiction. However, HEINZ-GLAS is also entitled to bring an action to another court within the legally permissible framework under the Code of Civil Procedure.

d) If individual provisions hereof are or become ineffective or contain a gap, the remaining provisions of the Agreement shall remain unaffected. The parties undertake to replace the ineffective or incomplete provision with a new one that complies with the statutory provisions and comes closest to the intended economic purpose.

e) HEINZ-GLAS has introduced a Sanctions Policy following the Russian Federation's aggression against Ukraine launched on 24 February 2022 and the ensuing restrictive measures implemented 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 the involvement of Belarus in the Russian aggression against Ukraine (OJ UE L 2006.134.1), Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (OJ EU L 2014.78.6), Council Regulation (EU) No 2022/263 of 23 February 2022 concerning restrictive measures in response to the recognition of the non-government controlled areas of the Donetsk and Luhansk oblasts of Ukraine and the ordering of Russian armed forces into those areas (OJ EU L 2022.421.77), as well as the Polish Act of 13 April 2022 on Specific Steps to Counteract Supporting Aggression against Ukraine and to Protect National Security (Journal of Laws 2022.835). The policy is available at HEINZ-GLAS's website: <https://heinz-glas.com/pl/polityka-sankcyjna>.

f) The Sanctions Policy is fully binding on HEINZ-GLAS and its suppliers in respect of their mutual business. Suppliers are obliged to read and abide by the Sanction Policy throughout their business relationship with HEINZ-GLAS.

g) HEINZ-GLAS represents that it is a large enterprise within the meaning of Article 4(6) of the Act of 8 March 2013 on Counteracting Excessive Payment Delays in Commercial Transactions (consolidated text in the Journal of Laws of 2023, item 1790).

h) These GTCs are effective as from 01/10/2024.