

## GENERAL TERMS AND CONDITIONS OF DELIVERY AND INSTALLATION STORAGE TANKS AND OTHER EQUIPMENT

### 1. GENERAL PROVISIONS

- 1.1 The General Terms and Conditions specified herein shall apply to agreements for delivering and/or installing Storage Tanks and other Equipment concluded between **CGH Polska Sp. z o.o.** (hereinafter referred to as the Supplier) and their counterparty (hereinafter referred to as the Ordering Party).
- 1.2 The General Terms and Conditions shall be binding for the Supplier and the Ordering Party if the Ordering Party was informed in the Supplier's offer about the possibility of reviewing them online on the Supplier's webpage or if they were delivered to the Ordering Party no later than on the day of concluding the Agreement.
- 1.3 The General Terms and Conditions shall not apply if their use is explicitly exempted by the agreement.
- 1.4 In case of any discrepancies between the terms and conditions and the agreement, the provisions of the agreement shall take precedence.

### 2. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires, the below terms shall have the following meanings:

**Party** means the Supplier or the Ordering Party (jointly referred to as Parties);

**Storage Tank** means a storage tank produced by the Supplier in line with national and European standards which are applicable for the given type and class of the storage tank and which are specified in the Supplier's offer or documentation;

**Equipment** means a product or an item offered by the Supplier and sold and delivered by them to the Ordering Party, as well as services relating to such products / items, such as their installation;

**Agreement** means the written sale agreement for a Storage Tank or Equipment concluded between the Supplier and the Ordering Party.

### 3. CONCLUSION OF THE AGREEMENT

- 3.1 The Agreement is concluded if upon reception of a purchase order from the Ordering Party, the Supplier issues a written confirmation of order acceptance, or if the Supplier and the Ordering Party sign a separate agreement.
- 3.2 Proposals, advertisements, price lists, brochures, catalogues, etc. issued by the Supplier serve solely informative purpose and shall not be construed to be contractually binding for the Supplier.

### 4. PRICES

- 4.1 Unless otherwise specified by the Parties, each price appearing in a proposition, advertisement, price list, or catalogue issued by the Supplier constitutes a net ex-works price (Supplier's storage).
- 4.2 The agreed price includes maximally two changes to the design of the Storage Tank and/or the Equipment. The net price of each consecutive change requested by the Ordering Party is EUR 180 (hundred eighty EUR).
- 4.3 The price does not cover the cost of insurance, charges and custom fees, taxes (such as VAT), cost of delivery, appropriate packaging, unloading, conducting inspections and tests, and other such costs.

### 5. PAYMENT

- 5.1 The Ordering Party is obliged to make the payment in three installments: 40% of the gross value payable with sending the order, 30% of the gross value payable within 14 days after approval of the drawing, 30% of the gross value payable no later than 5 days before the shipment of the tank, on the basis of the issued by the Supplier of pro-forma invoices
- 5.2 The payment due date should be observed even if the delivery of the Storage Tank or Equipment is delayed or suspended due to reasons attributable to the Ordering Party.
- 5.3 The payment date shall be defined as the day on which the payment is credited to the Supplier's bank account.
- 5.4 In case of any delays in payment, the Ordering Party shall be obliged, without any notice from the Supplier, to pay interest calculated on the basis of the overdue payment amount. The interest rate shall be accordant to the statutory interest rate applicable for the given period. If the Ordering Party fails to pay for more than 30 days, the Supplier has the right to terminate the agreement by issuing a written statement and to seek indemnification from the Ordering Party for the costs sustained as the result of the termination.
- 5.5 If, after conclusion of the Agreement, the Supplier becomes aware of unfavourable financial situation of the Ordering Party, the Supplier may demand immediate full payment of the purchase price amount from the Ordering Party or for the payment to be secured by a bank guarantee issued by a bank that is reputable in the Supplier's opinion.
- 5.6 In case of any delays in payment of any part of the purchase price amount on the part of the Ordering Party, the Supplier may suspend performance of their obligations until an appropriate payment is made.
- 5.7 In case the Supplier withdraws from the agreement for reasons attributable to the Ordering Party, the paid advance payment shall be transferred in full to the Supplier.
- 5.8 The Supplier may arrange transportation on behalf of the Customer. Delivery date, which has been confirmed by the Customer, shall be

binding and upon its cancellation the Supplier may charge the Customer with the following costs:

- a. in case of delivery cancellation within the 14th to 8th calendar days prior to the delivery date handling charge for the delivery shall equal net value of EUR 150 (whole delivery, regardless of the number of tanks);
  - b. in case of delivery cancellation within the 7th to 3rd calendar days prior to the delivery date the final cost of cancelling the delivery shall be established after it is confirmed with the carrier, and as a minimum shall equal EUR 250 net on account of the handling charge, and as a maximum the agreed cost of the freight;
  - c. in case of delivery cancellation within the 2nd to 1st calendar days prior to the delivery date and also after loading or during transportation, the final cost of cancelling the delivery shall be established after it is confirmed with the carrier, and as a minimum shall equal EUR 250 net on account of the handling charge, and as a maximum the sum of handling cost of EUR 250 and the agreed cost of the freight; The costs shall include loading and unloading in CGH Polska as well as re-invoicing of the carrier's costs.
- 5.9 If tank transport arrives with a delay not exceeding 1 hour compared to planned delivery time, the Customer shall not be entitled to charge the Supplier with any costs.
  - 5.10 Shall the waiting time for unloading be longer than 1 hour compared to the planned delivery time, the Supplier may charge the Customer with a net cost of EUR 100 for each and every hour of the driver's waiting time for unloading.

### 6. DELIVERY TERMS

- 6.1 Unless the Parties agreed otherwise, the delivery shall be performed on an ex-works basis (Incoterms 2020).
- 6.2 If the delivery is to be performed on an ex-works basis, the Supplier shall issue a written statement specifying the date on which the Ordering Party must collect the Storage Tank or Equipment. Partial collections are allowed. Date of collection of a Storage Tank or Equipment must be confirmed with at least 5 working days of notice.
- 6.3 The Supplier guarantees that they will adhere to the delivery date to the best of their abilities. They shall not be bound by the delivery date in case of any unforeseen circumstances which are outside of their control, regardless of whether they affect the operation of the Supplier or their subcontractors, including, but not limited to, circumstances arising as a result of an force majeure.
- 6.4 Should the Ordering Party sustain substantiated financial losses due to a delivery being delayed for reasons attributable to the Supplier, the Ordering Party is solely entitled to seek a contractual penalty from the Supplier in the amount of 0.5% of the Equipment's value for each full week of delay, but no more than 5% of that value. Before demanding payment of such contractual penalty, the Ordering Party is obliged to deliver a request for payment to the Supplier. If only a part of the order is subject to delay, the amount of contractual penalty shall be calculated solely on the basis of that part's value.
- 6.5 If the delivery is delayed at the Ordering Party's request or due to failure to observe the collection date by the Ordering Party, the Supplier shall provide storage for the Storage Tank or Equipment at the Ordering Party's cost and risk. The storage fee is 120 EUR per month. If the storage period extends past 30 days, the Ordering Party will be charged with the cost of conducting additional pre-shipment quality control. Net amount charged for the additional pre-shipment quality control will be valued based on the scope of work required to be performed, depending on the type of tank.
- 6.6 Whether or not the agreed delivery date is met depends on the Ordering Party performing their contractual obligations, e.g. providing Supplier with appropriate documentation, if the Ordering Party is obliged to do so.
- 6.7 If, for any reason for which the Supplier is not responsible, the Ordering Party fails to collect the order, the Supplier shall issue a written notice to the Ordering Party, specifying the final collection date.

### 7. INSTALLATION ON THE ORDERING PARTY'S SITE

If the parties agreed that installation of the Storage Tank or Equipment is to be performed by the Supplier, and if the installation time is extended over the anticipated installation time due to reason attributable to the Ordering Party or their contractors other than the Supplier, and if, as the result of such a delay, the work of persons employed by the Supplier is paused or extended, the Ordering Party will be charged with the costs arising as a result of any pauses or extensions of the working time, maintaining the Supplier's employees, etc.

### 8. RETENTION OF TITLE

The Supplier shall retain all rights (including title) to the Storage Tank or Equipment or all if their delivered parts until they receive full payment in accordance with the provisions of the Agreement and these General Terms and Conditions.

## 9. WARRANTY / LIABILITY FOR DEFECTS

- 9.1 The Supplier shall grant a warranty for the Storage Tanks and Equipment produced by the Supplier in accordance with the warranty cards included in their documentation.
- 9.2 Pieces of Equipment deemed to be commodities shall be covered by producer warranty in accordance with the warranty card of the given piece of Equipment.
- 9.3 Components with a typically short use life such as seals are excluded from the warranty. The seals should be replaced with each disassembly of a flanged connection, e.g. hatch or connector.
- 9.4 Upon reception of a Storage Tank or Equipment, the Ordering Party is obliged to check the completeness of the delivery and required documents. If, as the result of such a check, the Ordering Party decides that some parts or documents are missing, they should issue a written notification of this fact to the Supplier. If the Ordering Party fails to do this upon reception of the Storage Tank or Equipment, they forfeit any claims regarding incompleteness of the delivery.
- 9.5 Any claims regarding the quality of the delivered piece of Equipment shall be submitted by the Ordering Party in writing with a non-extendable time limit of 7 days from the day of detection of the fault. If the Ordering Party fails to notify the Supplier about the fault within this time limit, any claims regarding this fault shall be excluded. After receiving notice of a qualitative deficiency, if such a claim is substantiated, the Supplier shall remove such a fault without delay. If the nature of the deficiency is such that it may cause damage, the Ordering Party must immediately inform the Supplier about this fact on pain of covering costs caused by such damage.
- 9.6 If the nature of the fault is such that it needs to be removed at the site of the Supplier, the Ordering Party shall return the faulty part to the Supplier in order for it to be repaired or replaced. In such a case the delivery of a repaired or replaced part in return for the faulty part shall be covered by the Supplier's warranty.
- 9.7 Faulty parts which have been replaced shall be property of the Supplier.
- 9.8 The Supplier is not liable for damage or faults caused by the materials or design provided by the Ordering Party.
- 9.9 If the fault has not been successfully removed:
  - 9.9.1 The parties may agree to lower the price proportionally to the lowered value of the Equipment, on the condition that in no case may the reduction of price exceed 10% of the original purchase price; or
  - 9.9.2 If the fault is substantial enough that the Ordering Party is materially deprived of the possibility of benefitting from the Agreement, the Ordering Party may withdraw from the agreement by issuing a written notice to the Supplier.
- 9.10 The Supplier shall not be liable for any losses in production, loss of profit, inability to use the Equipment, damage resulting from loss of business, or other indirect damage. Liability of the Supplier shall not cover the damage sustained in the course of normal use of the Equipment.
- 9.11 Total liability of the Supplier on any account whatsoever shall be limited to the purchase price of Equipment or those of its parts that are subject to claims. Liability of the Supplier for faults in Equipment shall be subject solely to the provisions provided above.

## 10. DOCUMENTATION

The Supplier shall retain absolute ownership over any technical drawings and technical documents delivered by Supplier to the Ordering Party.

They may not be used, copied, reproduced, transferred, or disclosed to third parties without prior consent of the Supplier. These documents are owned by the Ordering Party only if the parties explicitly agreed so in the Agreement.

## 11. CONFIDENTIALITY

- 11.1 Information and technical data provided by the Supplier, either orally or in writing, in connection to the subject of the Agreement, as well as the properties and data of the delivered Storage Tank or Equipment, are confidential.
- 11.2 Each Party is obliged to keep such obtained data in absolute confidentiality and may not use it for any other purpose than for performance of their contractual obligations unless written consent of the other Party is previously obtained. Each of the Parties will inform their personnel, intermediaries, and persons contracted by the parties in order to perform the agreement of the obligation to keep such data in absolute confidentiality.

## 12. FORCE MAJEURE

- 12.1 The Parties shall be exempt from liability for failure to perform the Agreement in full or in part in case events arise as a result of an force majeure which means events outside the control of the Parties, especially accidents, acts or negligence of any public authorities, fires, storms, floods, earthquakes, events that endanger public safety, war, civil unrest, uprisings, rebellions, sabotage, invasions, quarantines, strikes, lockouts, embargos, serious blackouts or equipment failure, or other similar events.
- 12.2 In case unforeseen circumstances arise as a result of an force majeure, the affected Party should immediately notify the other Party in writing about the details of such an event. If the circumstances last for less than 6 months, the Agreement shall be extended in accordance with however long the circumstances lasts. However, if such circumstances last for over 6 months, the Party that received the notice of an force majeure has the right to withdraw from the Agreement or to extend the term of the Agreement, which shall be decided after mutual discussions.
- 12.3 If the Agreement is terminated due to an force majeure arising on the part of the Ordering Party, the Ordering Party shall reimburse the costs incurred by the Supplier in the course of performing the Agreement until the reception of the force majeure notice.

## 13. GOVERNING LAW AND JURISDICTION

- 13.1 Interpretation, application, and execution of these General Terms and Conditions and of the agreement shall be governed by the laws of Poland.
- 13.2 Any claims directly or indirectly arising in connection with these General Terms and Conditions and with the Agreement shall be resolved by a court having local jurisdiction over the registered office of the Supplier.

## 14. FINAL PROVISIONS

- 14.1 The Ordering Party may not transfer their rights under the Agreement on any other entity without an explicit, written consent of the Supplier.
- 14.2 Cancellation of submitted purchase orders is excluded.
- 14.3 Should any provision or term or condition of the Agreement or of these General Terms and Conditions prove to be invalid, the Agreement shall remain binding in respect of the remaining provisions and terms and conditions.

Bydgoszcz, 15.12.2020