ARTICLE 1 SCOPE OF APPLICATION OF GPTC - ORDER

1. These *General Purchase Terms and Conditions* (**GPTC**) constitute an agreement template. They set forth the principles for fulfilling the Orders (hereinafter referred to as the "ORDERS") placed with an entity hereinafter referred to as the "SELLER" (seller, supplier of goods, or service provider) upon which they were served till the moment of conclusion of a sale, supply or service providing agreement by Veolia Water Technologies Spółka z o.o., hereinafter referred to as the "BUYER".
2. The GPTC constitute an integral part of the ORDER; in case of doubts it is deemed that the SELLER acknowledged the GPTC without reservations. Any general terms and conditions of the SELLER shall not be deemed accepted by the BUYER and shall not apply to the ORDER or to any agreement concluded as a result of the ORDER, unless the BUYER expressly confirms in writing, under pain of nullity, that such general terms and conditions of the SELLER shall apply to the specific ORDER. The acceptance of the ORDER means that the SELLER waives his own general terms and conditions of sale, supply or service providing, even though they may be included or referred to in the confirmation of receipt, or in any other document.

ARTICLE 2 ORDER ACCEPTANCE – AGREEMENT CONCLUSION

1. The conclusion of an agreement within the scope of the ORDER takes place upon:-
   a) The acceptance of the ORDER by the BUYER and the SELLER, effected by their signing of the ORDER, or
   b) The unconditional acceptance by the SELLER of the ORDER placed by the BUYER.
2. The express acceptance of the ORDER takes place in the event of the SELLER's confirmation of the ORDER without reservations within three (3) calendar days after the placement of the ORDER; if the SELLER does not express reservations within this period, the ORDER shall be implicitly regarded as fully accepted.
3. By accepting the ORDER the SELLER declares that he possesses the necessary competences and is capable of performing the subject of the ORDER in accordance with the contents of the ORDER, and of allocating all the necessary means for that purpose.
4. If the SELLER expresses reservations, or includes reservations in the forwarded confirmation of ORDER acceptance, the BUYER has the right to cancel the ORDER without any compensation obligation towards the SELLER.

ARTICLE 3 OBJECT OF ORDER – CHANGE OF ORDER

1. The OBJECT OF THE ORDER (in particular the object of the sale agreement, scope of deliveries and/or services) (hereinafter the "OBJECT OF THE ORDER") as defined in these GPTC shall each time be indicated in the main part of the ORDER, and in the documents appended thereto.
2. In the event of any discrepancies between the contents of the main ORDER and these GPTC, the provisions of the main ORDER document shall prevail.
3. The BUYER may introduce changes to the scope of the ORDER by notifying the SELLER to this effect. If within 3 days the SELLER does not refuse to accept the change to the scope of the ORDER introduced by the BUYER, the change shall be deemed accepted by the SELLER. Should there be no agreement as to the impact of the change on the price, schedule and/or guarantees, the impact in question shall be the subject of a separate agreement concluded between the BUYER and the SELLER; the SELLER may not introduce any changes to the scope of the ORDER without obtaining the BUYER'S prior consent, which under pain of nullity has to be issued in writing.
4. The amendments to the ORDER demanded by the BUYER from the SELLER, and intended for adjustment of the selection of particular elements of the OBJECT OF THE ORDER to the BUYER's requirements shall in no case be considered as changes to the ORDER.
5. If the BUYER modifies the ORDER in such a way that the OBJECT OF THE ORDER is to be manufactured in a manner that deviates from the specification previously provided to the SELLER, the SELLER shall, prior to the commencement of production, provide the BUYER with complete and detailed specifications for approval. The BUYER may, with justification, request modifications to or reject the submitted specifications. The SELLER shall bear full responsibility for ensuring that the OBJECT OF THE ORDER conforms to the final specification approved by the BUYER. The BUYER may, at any time and in writing, introduce changes to the ORDER, except with regard to those elements of the OBJECT OF THE ORDER that are already in the process of being manufactured. If such change results in a material increase in production costs, the Parties shall agree on an appropriate price adjustment taking into account the additional costs incurred by the SELLER.

ARTICLE 4 ORDER PERFORMANCE CONDITIONS

1. In all cases, and until the date of the ORDER performance, the SELLER has unlimited liability for the due performance of the OBJECT OF THE ORDER in accordance with the terms and condition of the ORDER, the regulations in force, standards, norms, and the current state of knowledge in a given field.
2. Unless otherwise provided in the ORDER, the SELLER may deliver the OBJECT OF THE ORDER or respected parts thereof in advance of the delivery dates specified in the ORDER only with the prior written approval of the BUYER, if the ORDER unless the order provides otherwise.
3. The SELLER shall promptly inform the BUYER of any circumstances or events that may affect the

performance of the ORDER (including, in particular, delays, supply difficulties, labour disputes, and other circumstances affecting the SELLER or its ability to perform the ORDER). The SELLER shall also inform the BUYER of any remedial actions taken, propose solutions to the identified issues, and take into account any measures proposed by the BUYER. Providing such information shall not relieve the SELLER from the obligation to perform the OBJECT OF THE ORDER in accordance with the ORDER. Nor shall it constitute acknowledgment by the BUYER of the consequences of such events. Any suggestions, information, comments and/or approvals provided by the BUYER during the execution of the ORDER, or the lack thereof, shall not release the SELLER from any of its liabilities.

4. If, for reasons that do not entitle the SELLER to modify the deadlines for performance of the ORDER, the progress of any part of the ORDER is, in the reasonable opinion of the BUYER, too slow to ensure timely completion of the OBJECT OF THE ORDER as specified in the ORDER or in the schedule attached thereto (hereinafter the "SCHEDULE"), the BUYER shall notify the SELLER thereof in writing. Within five (5) days of receiving such notification, the SELLER shall provide the BUYER with a remedial plan that will allow for the completion of the OBJECT OF THE ORDER within the timeframe set forth in the SCHEDULE. The remedial plan shall include, as necessary, a revision of the order of tasks, increased workforce or other resources of the SELLER or its subcontractors, the engagement of additional subcontractors, or any other measures aimed at accelerating the execution of the ORDER.
5. The SELLER shall not be entitled to any additional remuneration or reimbursement of any costs in connection with the preparation or implementation of the remedial plan referred to in paragraph 4 above.
6. Should the BUYER incur any additional costs in connection with the SELLER's remedial plan referred to in paragraph 4 above, the SELLER shall reimburse the BUYER for all such costs, regardless of the contractual penalties referred to in Article 9 of the GPTC or in the ORDER.
7. Pursuant to the authorization provided for in Article 3 section 1 point 32 of the Waste Act, the SELLER is the producer of the waste generated in connection with the performance of the OBJECT OF THE ORDER by the SELLER, as defined in the provision mentioned hereinabove. In connection with the foregoing the SELLER shall release the BUYER from the performance of all obligations of a producer of waste under the said Act.
8. The SELLER undertakes to comply with applicable environmental protection laws and to implement measures necessary to reduce the environmental impact of its activities, in particular by reducing the consumption of energy and primary resources; minimizing waste introduced into water, air, or soil; eliminating accidental pollution; reducing waste generated by its activities and ensuring traceability of its disposal; and controlling the environmental and health impact of hazardous substance emissions.
9. The SELLER also undertakes not to engage subcontractors that fail to comply with the above-mentioned environmental obligations.
10. The SELLER agrees to keep the BUYER informed of the current progress of its sustainability activities and to update such data annually.
11. As part of the BUYER's efforts to assess sustainability practices among its sellers, the SELLER agrees to be evaluated and undertakes to provide the group to which the BUYER belongs with all necessary information and resources, including financial data, as may be required.
12. The SELLER also agrees to take into account any recommendations issued following such evaluations and to implement all necessary actions to ensure compliance and/or improvement.
13. The SELLER shall, at its own cost, complete an assessment in the EcoVadis system, which will be monitored by the BUYER during the term of the ORDER.

ARTICLE 5 DESIGN; MATERIALS

1. The OBJECT OF THE ORDER shall be performed according to the SELLER's design drafted on the basis of the specifications and/or the BUYER's Drawings. Therefore the SELLER assumes full responsibility for meeting the requirements (concerning the quality, actions etc.) indicated in the ORDER. In the event of submission of the design of the OBJECT OF THE ORDER by the BUYER, the SELLER shall be responsible for its verification, and, if necessary, for supplementing it. Moreover, the verification and approval by the BUYER of any designs, including drawings submitted by the SELLER, shall not constitute approval of any dimensions, quantities, or material details presented in such designs/drawings, and shall not release the SELLER from its responsibility to comply with all specifications contained in the ORDER (including all attachments). The BUYER reserves the right to final approval of all deliverables within the scope of the OBJECT OF THE ORDER.
2. If the BUYER indicates the selection of materials in the ORDER, the SELLER's obligations include the assessment of adequacy of the above-mentioned choice as compared to the current state of knowledge in a given field, as well as informing the BUYER about the results of the said assessment.
3. If the selection of materials is not indicated by the BUYER, the SELLER, in accordance with the current state of knowledge, shall select the above-mentioned materials and assume the liability for meeting the requirements (concerning quality, actions, resistance to corrosion etc.) indicated in the ORDER.
4. The SELLER undertakes that all elements of the OBJECT OF THE ORDER containing executable binary

code shall comply with the BUYER's Product Cybersecurity Requirements, available at: https://www.watertechnologies.com/Supplier-documents.

5. The SELLER shall not use, either directly or indirectly, generative artificial intelligence technology in the performance of the ORDER without the prior written consent of the BUYER, who may withhold such consent at its sole discretion or condition it upon the fulfilment of specific architectural, security, or confidentiality requirements.
6. The SELLER shall: (i) support the BUYER in fulfilling its obligations under the GDPR; (ii) comply with all applicable legal regulations regarding the creation, production, and commercialization of systems based on generative artificial intelligence technology; (iii) refrain from training or using AI models based on unverified (biased) data; and (iv) provide, upon the BUYER's request, documentation confirming legal compliance.
7. If generative artificial intelligence models are used by the SELLER, it shall implement necessary corrective actions, particularly in the case of system errors, so-called AI "hallucinations," or biases. The BUYER retains all intellectual property rights in the work products generated through the use of AI models.
8. To the extent that the OBJECT OF THE ORDER includes software necessary for its functioning, embedded therein and delivered as its integral part ("Embedded Software"), to which the BUYER does not hold ownership rights, the ownership of such Embedded Software shall not transfer to the BUYER.
9. In the situation referred to in paragraph 8 above, the SELLER grants to the BUYER, as part of the remuneration specified in the ORDER, a non-exclusive, irrevocable, sublicensable license to the Embedded Software as an integral part of the OBJECT OF THE ORDER, including for servicing purposes, in the following fields of use: (i) in terms of recording and reproducing the Embedded Software – producing copies thereof using any technique, including printing, reprography, magnetic recording, and digital technology; (ii) in terms of trading the original or copies on which the Embedded Software is recorded – marketing, lending, or leasing the original or copies; (iii) in terms of dissemination of the Embedded Software by means other than those set out in item (ii) above – public performance, exhibition, display, playback, transmission, and retransmission, as well as making the work available to the public in such a manner that anyone may access it at a place and time of their choosing, including via the Internet. The BUYER shall also have the right to exercise derivative copyright in the Embedded Software.
10. If the rights to the Embedded Software belong to a third party, the SELLER shall, prior to the delivery of the OBJECT OF THE ORDER (or any part thereof containing the Embedded Software), obtain an appropriate license from the entity holding the economic copyrights to the Embedded Software.
11. The SELLER undertakes to hold harmless and indemnify the BUYER, its legal successors, assignees, clients, and users of the OBJECT OF THE ORDER against any and all claims and losses arising from allegations of infringement of domestic patents in connection with the OBJECT OF THE ORDER delivered by the SELLER. The SELLER shall, at its own expense, undertake the defence against any such claims and shall bear all related costs. The SELLER shall obtain, on behalf of the BUYER, an irrevocable, royalty-free license for the continued use of the OBJECT OF THE ORDER or, with the BUYER's prior written consent, replace or modify it so that it does not infringe any third-party rights – provided, however, that none of the above options shall release the SELLER from its obligations under the ORDER.

ARTICLE 6 COMPATIBILITY WITH THE ORDER. TESTING AND INSPECTION

1. Notwithstanding the provisions of Article 5 herein the OBJECT OF THE ORDER has to correspond strictly to the drawings, specifications, instrumentation, and the type and model indicated in the ORDER and/or provided by the BUYER; any, even the slightest, technical changes have to be expressly approved by the BUYER. This does not release the SELLER from the obligation to perform the OBJECT OF THE ORDER in accordance with the standard procedures, which does in no respect exclude the compatibility with the specifications and the descriptions contained in the ORDER.
2. The SELLER shall file a Certificate of Conformity with a company indicated by the BUYER at least 48 hours prior to making the OBJECT OF THE ORDER available, or prior to forwarding it, if the Polish or EU regulations so require in respect of a given OBJECT OF THE ORDER.
3. The BUYER shall be entitled to inspect and test the OBJECT OF THE ORDER (either by itself or by others on its behalf) at any time during working hours at any location where the OBJECT OF THE ORDER may from time to time be situated, including the SELLER's factory and that of any Sub-SELLER.
4. The SELLER shall in addition conduct, at its responsibility and expense, all tests and inspections as required by the Technical Specification or by applicable laws, norms or technical standards.
5. The SELLER at its own account, shall promptly rectify any defects in the OBJECT OF THE ORDER discovered during testing and/or inspection and comply with all requests of BUYER (or BUYER's representatives) in relation thereto.
6. Testing and/or inspection by or on behalf of BUYER shall not relieve the SELLER of any of its responsibilities or liabilities under the ORDER, nor constitute the BUYER's acceptance of the OBJECT OF THE ORDER.

7. Notwithstanding the provision of the section 3 hereinabove, the SELLER shall notify the BUYER in advance of the date and place of any tests and inspections to be performed on the OBJECT OF THE ORDER or any part thereof. The date and place of the test or inspection shall be confirmed in writing (including documentary form) at least five (5) calendar days in advance by the SELLER. If for reasons not attributable to the BUYER, the OBJECT OF THE ORDER, or any part thereof as may be notified, is not ready for such tests and inspections on the date specified, or if the documentation required for such test and inspection is not available, the BUYER shall be entitled to charge to the SELLER all costs incurred by the BUYER and/or the BUYER's client (hereinafter referred to as the "Client") in connection with the above deficiencies. Records and/or certificates of each test and/or inspection shall be submitted by the SELLER to the BUYER regardless of whether the BUYER, the Client or their designated inspection party attend or do not attend such test and/or inspection.
8. Unless otherwise directed by the BUYER in writing, the SELLER shall not delay the fabrication or manufacturing of the OBJECT OF THE ORDER due to test or inspection.
9. No express or implied acceptance of the OBJECT OF THE ORDER by the BUYER, or the putting to use of the OBJECT OF THE ORDER or re-sale of the OBJECT OF THE ORDER by the BUYER to the Client or any third party shall restrict the SELLER's obligations or prejudice the BUYER's remedies hereunder.
10. At the BUYER's request, the SELLER shall promptly provide the BUYER with real-time production and process data ("Quality Data") in the form and scope required by the BUYER. The SELLER shall implement and maintain a quality control, inspection, and testing system ("SELLER's Quality System") concerning the OBJECT OF THE ORDER, which shall be acceptable to the BUYER and its customer and compliant with all written quality requirements agreed by the Parties ("Quality Requirements"). Acceptance of the SELLER's Quality System by the BUYER shall not relieve the SELLER of its obligations under this ORDER, including responsibility for the actions of its suppliers and subcontractors. If the SELLER's Quality System fails to comply with the provisions of the ORDER, the BUYER may require the SELLER to implement, at its own cost, additional measures to ensure compliance with the Quality Requirements.
11. If the SELLER is not the manufacturer of the OBJECT OF THE ORDER, it shall certify the origin of such items from the original manufacturer in a certificate of conformity. If the SELLER is unable to certify the origin, it shall not ship the OBJECT OF THE ORDER to the BUYER without the BUYER's prior written consent.
12. If applicable laws require the OBJECT OF THE ORDER to be withdrawn from the market, or if either the BUYER or the SELLER deems such withdrawal justified due to a potential safety risk, the Parties shall immediately inform each other of such an event. Upon the BUYER's request, the SELLER shall promptly develop a corrective action plan including all actions necessary for the withdrawal and/or repair of the OBJECT OF THE ORDER and any other measures required by law ("Corrective Action Plan"), which shall be submitted to the BUYER for review and approval. The lack of agreement on the Corrective Action Plan shall not delay the dissemination of safety warnings to users or result in non-compliance with legal obligations by either Party. Where the withdrawal results from a defect, non-compliance, or infringement, the SELLER shall reimburse the BUYER for all reasonable costs incurred in connection with such withdrawal, repair, replacement, or return, including, in particular: (i) inspection and/or testing costs of the OBJECT OF THE ORDER, (ii) customer notification costs, (iii) costs related to repair, buy-back, replacement, packaging, and shipment of the recalled OBJECT OF THE ORDER, and (iv) the cost of publishing public notices. Each Party shall consult the other before making any public statements unless doing so would prevent timely communication of safety information.

ARTICLE 7 COMPLIANCE WITH REGULATIONS, SANCTIONS. DATA PROTECTION. ANTI-CORRUPTION CLAUSE

1. The deliveries of the OBJECT OF THE ORDER have to take place in compliance with the legal regulations and with the standards in force in the country to which they are to be made, of which the SELLER is aware while accepting the ORDER. In particular, the machinery intended for European Union countries has to conform to the provisions of the directives of the European Communities and/or European Union concerning machinery. All documents and certificates shall be forwarded to the company indicated by the BUYER.
2. The SELLER represents and warrants that: (i) the OBJECT OF THE ORDER has not been and shall not be manufactured, sold, delivered, priced, or transported in violation of any applicable domestic or international laws, including local, state, federal, or foreign laws, as well as applicable executive orders, regulations, or implementing provisions, including export control laws and economic sanctions in effect in the United States, the United Kingdom, and the European Union ("Sanctions" means international economic and financial sanctions imposed, administered, or enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), His Majesty's Treasury, or other competent authorities of the United States, the United Nations, the European Union or its member states, the United Kingdom, or the country in which the OBJECT OF THE ORDER is to be used ("Sanctions Authorities")); (ii)

none of the SELLER's affiliates, including its subsidiaries, parent company or ultimate parent, or any of its directors, officers, or shareholders, is subject to any restriction under Sanctions that would prevent performance of the ORDER in accordance with applicable law; (iii) no product, service, component, spare part, consumable, or amount related to the performance of the ORDER shall be directly or indirectly associated with entities or individuals located in Cuba, Iran, North Korea, or Sudan; (iv) the SELLER does not conduct business in or operate from, and shall not use goods or services originating from, any country or region subject to embargo or prohibition under the Sanctions (currently including: Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine), nor deliver such goods or services to any entity or individual subject to Sanctions; (v) the SELLER is not involved, directly or indirectly, in the design, development, or production of nuclear, chemical, or biological weapons, missile systems, launch vehicles, space probes, unmanned aerial vehicles, or any other activity prohibited by the Sanctions or applicable trade laws; (vi) the SELLER is not subject to any prohibition from participating in transactions covered by the ORDER by any governmental authority.

3. In the event of any breach of the warranties in Section 1 above or if the SELLER or any of its affiliates becomes subject to Sanctions, the BUYER shall have the right to immediately suspend or terminate this ORDER without incurring any liability to the SELLER. The provisions of this Section shall survive termination of the ORDER.
4. The SELLER shall maintain accurate and complete documentation, records, data, and a process control and inspection system covering all services rendered under the ORDER ("Audit Materials"), enabling verification of the SELLER's compliance with the ORDER, including BUYER policies and applicable laws. The SELLER shall retain the Audit Materials for the longer of: (i) three (3) years from the completion of the ORDER; (ii) the resolution of any dispute in which such materials are relevant; or (iii) any extended period required by authorities or courts ("Retention Period"). During the Retention Period and upon the BUYER's request, the SELLER shall allow the BUYER (directly and/or through third parties) to conduct audits and inspections of the SELLER's premises and Audit Materials and to copy all documents related to the performance of the ORDER or other applicable legal requirements. Each Party shall bear its own costs and expenses related thereto.
5. he SELLER undertakes to: (a) comply with all applicable privacy and personal data protection laws, including the General Data Protection Regulation (GDPR); (b) process personal data solely: (i) on behalf of and for the BUYER and in accordance with its instructions, (ii) for purposes specified in the ORDER, (iii) to the extent necessary to deliver the OBJECT OF THE ORDER; (c) ensure the security, confidentiality, integrity, and availability of personal data for the BUYER; (d) implement and maintain appropriate technical and organizational measures and procedures to protect personal data against: (i) foreseeable threats or integrity breaches, (ii) loss, unauthorized access, interception, misuse, or unlawful processing; and (e) promptly notify the BUYER, within the timeframe required by law, of any actual or suspected data security incident.
6. The SELLER shall ensure that its subcontractors and any entities involved in data processing are bound by obligations ensuring at least an equivalent level of data protection. Upon termination of the ORDER, the SELLER shall maintain a record of processing categories conducted on behalf of the BUYER as required by law. The SELLER shall permanently and securely delete all media and documentation containing personal data. Any failure to comply shall result in full liability for any unauthorized or unlawful processing or data loss. The SELLER further agrees to cooperate with the BUYER in fulfilling data subject rights.
7. The Parties undertake to strictly comply with all applicable laws prohibiting bribery of public officials and private individuals, influence peddling, and money laundering, including laws that may lead to disqualification from public procurement procedures, including but not limited to: the 1977 U.S. Foreign Corrupt Practices Act; the 2010 UK Bribery Act; and the 2016 French Anti-Corruption Law "Sapin 2".
8. The SELLER undertakes to establish and implement all necessary and reasonable policies and measures to prevent corruption.
9. The SELLER hereby represents that, to the best of its knowledge, its legal representatives, officers, employees, agents, and any person or entity providing services on behalf of or for the benefit of the SELLER under this ORDER have not and shall not, during the term of this ORDER, offer, give, agree to give, authorize, solicit, or accept, directly or indirectly, any money or anything of value, or grant any benefit or gift to any person, company, or entity, especially any government official or employee, political party representative, candidate for public office, or person holding a legislative, administrative, or judicial position in any country, or public agency or enterprise, or officer of an international public organization, with the intent to improperly influence their public duties or to reward or cause improper performance of any function or activity to secure or maintain business for the BUYER or to gain an unfair advantage in the performance of services for the BUYER.
10. The SELLER shall notify the BUYER of any breach of this Section within a reasonable period.

11. If the BUYER notifies the SELLER of a justified suspicion of breach by the SELLER of any provision of Sections 7–10 above: (i) the BUYER shall have the right to suspend performance of the ORDER with immediate effect for as long as the BUYER deems necessary to investigate the matter, without incurring any liability or obligation to the SELLER for such suspension; (ii) the SELLER shall take all reasonable steps to preserve or prevent the loss or destruction of any documented evidence related to the investigation.
12. In the event of a breach by the SELLER of any provision of Sections 7–10 above: (i) the BUYER shall be entitled to terminate this ORDER without notice, and the SELLER shall have no claims in connection therewith; (ii) the SELLER shall, to the maximum extent permitted by law, compensate the BUYER for any damage incurred, pay damages, and reimburse the BUYER for any expenses resulting from the breach.

ARTICLE 8 PAYMENT

1. Unless otherwise stipulated in the Order, payment of the remuneration due to the SELLER (hereinafter referred to as the "PRICE") shall be subject to the following conditions:
   a) eighty percent (80%) of the PRICE shall be paid to SELLER, at the successful completion of the delivery of the OBJECT OF THE ORDER, confirmed by signing the delivery acceptance protocol by the Parties, subject to the receipt by the BUYER of:
      (i) The Performance Guarantee as defined herein or in the ORDER, for an amount of ten percent (10%) of the PRICE;
      (ii) Quality Assurance Plan signed by the SELLER, together with test results and certificates of conformity confirming that the OBJECT OF THE ORDER complies with the requirements specified in the ORDER – if required by the BUYER, particularly when required under the agreement between the BUYER and the CLIENT (the investor);
      (iii) a copy of the custom release for export, if applicable, and
      (iv) one proof of approval by the BUYER of the final issues of the following documents:
      - the shipping documents,
      - the handling, transport, storage, erection, tests, start-up, commissioning procedures,
      - the issues of the final approved O&M MANUALS, and
      - the technical documentation along with the as-built documents, if applicable

   b) Ten percent (10%) of the PRICE shall be payable upon final, defect-free acceptance of the OBJECT OF THE ORDER or upon removal by the SELLER of all defects identified during acceptance, provided that the BUYER has received confirmation of acceptance of the final version of the Technical Documentation by the BUYER and, if applicable, of the subcontractor documentation – if any changes have been made to the OBJECT OF THE ORDER after its delivery to the destination .
   c) 10% of the PRICE shall be payable upon completion of the warranty and guarantee period as specified in these General Purchase Terms and Conditions or in the ORDER, and after the SELLER has removed all defects identified during the warranty and guarantee period.
2. If the BUYER is legally required to withhold tax at source, for which the SELLER is liable, the BUYER shall be entitled to deduct such tax from any amounts payable to the SELLER and shall provide the SELLER with a valid document confirming the withholding of the tax issued in the name of the SELLER. If the SELLER is exempt from withholding tax or entitled to apply a reduced tax rate, it shall provide the BUYER with a valid certificate of tax residence or any other required document no later than thirty (30) days prior to the payment due date.
3. The SELLER represents and warrants that the prices specified in the ORDER are no less favorable than those offered by the SELLER to any other customers for substantially similar goods or services in comparable quantities.

ARTICLE 9 CONTRACTUAL PENALTIES

1. In the event of a delay in the performance of the OBJECT OF THE ORDER or of any part thereof (if the performance of the OBJECT OF THE ORDER in stages was provided for) in respect of the deadlines indicated in the ORDER, or in the SCHEDULE, the SELLER shall be obliged to pay to the BUYER a contractual penalty in the amount of [0.5%] of the gross value of the ORDER for each day of delay. The date of its acceptance of a given stage or of the whole OBJECT OF THE ORDER by the BUYER shall be considered as the date of its completion.
2. In the event of delays in the course of removal of defects during the guarantee and statutory warranty period in respect to the deadline indicated for their removal, the SELLER shall be obliged to pay to the BUYER a contractual penalty in the amount of [0.5%] of the gross value of the ORDER for each day of delay calculated since the day following the deadline indicated by the BUYER for the final removal of defects.
3. Should the SELLER fail to submit by the agreed deadline the required documentation, the SELLER shall be obliged to pay a contractual penalty in the amount of [0,5%] of the gross value of the ORDER.
4. Should the BUYER exercise the right of withdrawal from the agreement (ORDER), including, in particular, under Art. 12 herein, the SELLER shall be obliged to pay to the BUYER a contractual penalty in the amount of [20%] of the gross value of the ORDER. The above provision does not apply to the situation when the BUYER withdraws from the agreement as a result of

the termination or limitation of the material scope of the agreement which is binding upon the BUYER and his customer.

5. The aggregate liability of the SELLER for contractual penalties under the ORDER shall not exceed an amount equal to 200% of the Price. If the value of the damage suffered by the BUYER exceeds the value of the reserved contractual penalties, the BUYER has the right to seek supplementary compensation from the SELLER, on general principles, as provided for in the legal regulations in force.
6. The claims for contractual penalties shall first be paid from the remuneration due to the SELLER (the price), and then from the ORDER performance guarantee. The SELLER authorizes the BUYER to deduct the amounts of the due contractual penalties from the remuneration due to the SELLER and from the ORDER performance guarantee.
7. The contractual penalties shall be calculated without any prior formal notification about non-observance; they shall be automatically deducted from the amounts payable to the SELLER by the BUYER; if the value of such a penalty exceeds the value of the amounts payable, the SELLER shall pay it on first demand of the BUYER.
8. The SELLER shall not be responsible only for those delays which are attributable to the BUYER's exclusive fault, or which result from a Force Majeure event (provided that the Force Majeure occurrence is reported within the period indicated in Art. 18 of the GPTC).
9. If delivery of the OBJECT OF THE ORDER is delayed for reasons other than Force Majeure stipulated in Article 18 herein or without prior written consent of the BUYER, in respect of which the BUYER has become entitled to the maximum amount of the contractual penalties referred to in Article 9 section 5 hereinabove, or in the ORDER, or the amount of such contractual penalties calculated by the BUYER has exceeded the amount of the Price net, the BUYER may, without prejudice to his other rights, either refuse to accept the OBJECT OF THE ORDER and withdraw from the ORDER entirely or partly, pursuant to the Article 12 herein, or instruct the SELLER to deliver the OBJECT OF THE ORDER by the most expeditious means of transportation including air-freight without any additional cost to the BUYER.

ARTICLE 10 IMPROPER ORDER PERFORMANCE

1. It shall be considered that the SELLER has not fulfilled the obligation or performed it improperly in particular when:
   a) A defect is discovered which may affect the quality or compliance of the OBJECT OF THE ORDER with the ORDER,
   b) A delay in the ORDER performance takes place, which results in the postponement of the execution of the SCHEDULE, and/or of the trial runs, and/or of the obligations of the SELLER related thereto,
   c) The whole ORDER or a part thereof is not performed,
   d) A serious and/or prolonged inability of the SELLER to meet the obligations occurs.
2. If after the receipt of an official notification from the BUYER the SELLER does not remedy the failures, the BUYER may, after the expiry of the period indicated in the notification, without excluding the possibility of withdrawal from the agreement (ORDER), resort to the following:
   a) Offering technical assistance to the SELLER, without releasing the SELLER from his obligations and liability,
   b) Performing the whole OBJECT OF THE AGREEMENT or a part thereof at the SELLER's cost and risk, without the expiry of the ORDER. In order to complete the said OBJECT OF THE ORDER the BUYER may use his own resources and/or take advantage of a subcontractor's assistance (substitute performance).
   c) withdrawal from the agreement (ORDER) in its entirety of partly, pursuant to Article 12 herein.
3. All and any costs incurred by the BUYER as a result of the SELLER's failure shall be charged to the SELLER. They shall be deducted from the amounts payable to the SELLER by the BUYER in respect of that part of the OBJECT OF THE ORDER which has already been performed in compliance with the ORDER.

ARTICLE 11 INDEMNITY AND LIABILITY

1. The SELLER shall indemnify and hold the BUYER and/or the Client harmless from and against all claims, losses, damages or expense caused by the OBJECT OF THE ORDER supplied by the SELLER or caused in connection with the work or performance of the ORDER by the SELLER or by any failure of the SELLER to meet its obligations hereunder.
2. The SELLER shall indemnify and hold the BUYER and/or the Client harmless from and against any and all losses, damages or expenses in account of any and all claims, suits or judgements arising out of the use or sale of the OBJECT OF THE ORDER or part thereof supplied by the SELLER in infringement or alleged infringement of rights under any rights of industrial and/or intellectual property including any rights under patents, industrial designs, trademarks, trade names, brands, copyrights or applications therefore.
3. The SELLER shall indemnify and hold harmless the BUYER from any and all claims, suits and demands of any nature whatsoever for injury to any person, including death resulting therefrom, and damage to property caused by or in connection with the performance of the ORDER by the SELLER. The SELLER shall in addition hold the BUYER harmless in respect of any injury sustained by any employee or servant of the SELLER howsoever arising, and all loss or destruction of or damage to all tools, equipment and other property of the SELLER, any Sub-Seller or any of their employees or agents. Furthermore, the

SELLER shall indemnify the BUYER and its affiliates against any claims made by individuals employed by the SELLER arising from or related to labor law.

4. Provisions of the sections 1-3 hereinabove shall not apply to the injury to any person nor to the damage to property caused by the BUYER due to intentional fault.

ARTICLE 12 WITHDRAWAL FROM AGREEMENT (ORDER)

1. The BUYER may entirely or partly withdraw from the agreement (ORDER) with an immediate effect, without indicating an additional period, if at least one of the following circumstances occurs:
   a) The BUYER's customer terminates the agreement with him or limits its material scope,
   b) A receiver or an administrator is appointed for the SELLER under a court order, or the assets of the SELLER are subject to judicial or administrative enforcement,
   c) The SELLER becomes insolvent as defined in the bankruptcy law,
   d) The SELLER refrains from the ORDER performance, without the BUYER's consent, for at least 14 consecutive days,
   e) The SELLER performs the OBJECT OF THE ORDER in a manner which does not comply with the ORDER, especially contrary to the provisions of the Technical Specification and to the design documentation, and despite the BUYER's summons does not commence to perform the ORDER in accordance with its provisions,
   f) It becomes obvious that the ORDER shall not be performed by the agreed deadline;
   g) either (i) the SELLER fails to deliver a Bank Performance Guarantee to be delivered hereunder or pursuant to the respective provisions of the ORDER, and the SELLER fails to do so within ten (10) days after the BUYER's written notice demanding same, or (ii) such security is terminated, repudiated, or otherwise ceases to be in full force and effect and such termination, repudiation or cessation is not due to the SELLER but the SELLER fails to replace such security within ten (10) days after such termination or/and repudiation, or (iii) circumstances referred to in the point (ii) hereinabove are due to the SELLER;
   h) The SELLER breaches its obligation under the Article 19 section 1 herein, i.e. assigns or transfers any of its claims, rights or obligations hereunder without prior written consent (unless null and void) of the BUYER;
   i) in other cases specified in this ORDER.
2. The deadline by which the BUYER may exercise his right to withdraw from the agreement (ORDER) mentioned in section 1 hereinabove shall each time be indicated in the main ORDER document.
3. In the event of withdrawal from the Agreement (ORDER) for any of the reasons named in section 1 hereinabove, the SELLER shall not have the right to put forward any claims, except for the payment of the part of the remuneration (price) provided for in the ORDER for the deliveries/services performed by the SELLER before the withdrawal, and accepted by the BUYER and the BUYER's customer.
4. In the event of withdrawal from the Agreement (ORDER) for any of the reasons named in section 1) hereinabove, the BUYER may also, at his own discretion, withdraw from only a part of the Agreement (ORDER), i.e. withdraw from the agreement in respect of selected deliveries/services provided for in the OBJECT OF THE AGREEMENT, and indicated by the BUYER in the withdrawal statement. In the event of a partial withdrawal of the Agreement (ORDER) the Agreement (ORDER) remains in force in respect of the part not withdrawn from by the BUYER.
5. Notwithstanding the foregoing, the BUYER shall have the right to submit a written declaration of withdrawal from the ORDER at any time and without providing any reason. In such case, the Parties shall agree on the costs related to such withdrawal, which may include only reasonable, direct, and properly documented costs incurred by the SELLER directly in connection with the performance of the ORDER.
6. If the SELLER fails to submit any claims within seven (7) days from the delivery of the withdrawal declaration, it shall lose the right to pursue such claims.
7. The BUYER's right to withdraw from the ORDER referred to in Section 5 above may be exercised within twelve (12) months from the date the ORDER was placed.

ARTICLE 13 SPARE PARTS – APPROPRIATE CONSUMABLES

1. The SELLER shall provide to the BUYER, before the delivery of the OBJECT OF THE ORDER, a detailed list of the materials, along with their prices, necessary spare parts, and the appropriate consumables, and to specify their delivery terms. The failure to fulfil this condition shall be treated as improper ORDER performance.
2. The SELLER undertakes to supply these spare parts and the appropriate consumables according to the relevant schedule, as well as all documentation connected with the start-up and service of the OBJECT OF THE ORDER, or the services, in accordance with the requirements contained in the ORDER.
3. The spare parts shall meet the same technical requirements which apply to the OBJECT OF THE AGREEMENT. The SELLER guarantees the availability of spare parts or parts of equivalent functionality for a period of ten years after the completion of the OBJECT OF THE ORDER.

ARTICLE 14 OWNERSHIP, TITLE AND RISK, USE OF RESOURCES, SUBCONTRACTING

1. Unless the ORDER provides otherwise, the SELLER shall transfer onto the BUYER the ownership title to the drawings and other documents generated for the purpose of the ORDER performance; and also – when the proper ORDER performance so requires – the SELLER undertakes to transfer onto the BUYER all copyright and other intellectual property rights necessary for the performance of the Agreement (ORDER). This shall be done under a separate agreement indicating the fields of use, and within the remuneration set forth in the ORDER.
2. Title to the Equipment shall pass to the BUYER upon any payment made under the ORDER or on delivery of the OBJECT OF THE ORDER to the place of destination, whichever occurs earlier. Risk of loss or damage to the OBJECT OF THE ORDER shall remain with the SELLER until delivery, or until completion of the hot commissioning of the installation or works, of which a part is the OBJECT OF THE ORDER or if such shall be necessary to confirm proper functioning of the OBJECT OF THE ORDER.
3. If the BUYER supplies materials or parts for incorporation in the OBJECT OF THE ORDER to the SELLER in accordance with the ORDER, the title to the materials or parts shall remain with the BUYER, but the risk of loss or damage to such materials or parts shall be borne by the SELLER according to the provision of section 2 hereinabove.
4. The SELLER shall perform the whole OBJECT OF THE ORDER on his own, using his own equipment, unless the BUYER issues a written consent to the engagement of further subcontractors by the SELLER, and approves the contents of the agreement concluded with them.
5. If in the course of performance of the Agreement (ORDER) the SELLER infringes upon the rights of any third parties in respect of the copyright and the related rights, or industrial property rights, he shall be fully liable towards these persons for the infringement upon these rights, and he undertakes to pay to the BUYER the amount equivalent to the value of the damage or liabilities arising for the BUYER as a result of this situation.

ARTICLE 15 QUALITY GUARANTEE AND STATUTORY WARRANTY

1. The SELLER grants to the BUYER a quality guarantee, as defined in the Civil Code, for the OBJECT OF THE ORDER. Thereby the SELLER guarantees that the OBJECT OF THE ORDER shall function in accordance with the description contained in the ORDER.
2. In the event of improper performance of the whole OBJECT OF THE AGREEMENT, or of a part thereof, or in case of any other defects, the SELLER shall immediately make all replacements, repairs, modifications, and amendments necessary to meet the requirements contained in the ORDER. The replacement of a part may consist in supplying a new, complete part of the OBJECT OF THE ORDER in accordance with the ORDER.
3. The manner of removal by the SELLER of the discovered defect shall be defined together with the BUYER. The SELLER shall bear all and any costs related to such activities, including the costs of transport between his workshops and the place of destination of the OBJECT OF THE ORDER, as well as the costs of dismantling and reassembly of the OBJECT OF THE ORDER.
4. Unless the ORDER provides otherwise, the guarantee and the statutory warranty period for the OBJECT OF THE ORDER amounts to thirty-six (36) months after the date of fulfilment of the following conditions:
   a. The properly functioning OBJECT OF THE ORDER was handed over to the BUYER,
   b. The SELLER fulfilled his obligations till the moment of handover of the OBJECT OF THE ORDER to the BUYER, including submitting the documents specified in this GPTC,
   c. The temporary takeover of the OBJECT OF THE ORDER in accordance with the Agreement was approved by the BUYER's Customer.
5. The SELLER shall grant additional twelve (12) month of the quality guarantee and of the statutory warranty for each repair or replacement of the whole or of a part performed during the guarantee period, beginning from the day of restoration of the working order at a satisfactory level. If a repair or replacement during the guarantee period concerns an element of essential significance, the new guarantee period shall apply to the whole OBJECT OF THE ORDER.
6. Any warranty terms contained in the documentation of the OBJECT OF THE ORDER, including in particular in the technical documentation (O&M manuals, operating instructions, etc.), shall not be binding on the BUYER unless they have been expressly communicated to the BUYER in the main body of the ORDER.
7. The BUYER may pursue any claims in respect of the foregoing guarantees also after the expiry of the guarantee period if he reported the defect before the expiry of that period. The reporting of a defect shall be made by the BUYER in writing, or by email.

ARTICLE 16 INSURANCE – PERFORMANCE GUARANTEE

1. The SELLER is exclusively liable for any damage which may arise in the course of manufacturing, delivery, and assembly of the delivered OBJECT OF THE ORDER, as well as in the course of performance of the services defined in the ORDER. The SELLER is also liable for the direct, indirect, and consequential damage resulting from delays, hidden defects, break-downs, non-performance or incomplete performance of deliveries, or errors made in the course of performance of services in accordance with these general terms and

conditions, the ORDER, and the relevant legal regulations in force.

2. Unless otherwise provided in the ORDER, the SELLER shall be obliged to provide and maintain, at its own expense, for the entire duration of the ORDER and for the warranty period, the following insurance policies: (a) general liability insurance with a minimum coverage per occurrence of the amount not less than the ORDER value; (b) insurance of the OBJECT OF THE ORDER valid until the end of the quality guarantee/warranty period; (c) any other insurance policies required by the BUYER, in scope and amount adequate to ensure proper performance of the ORDER. The SELLER shall indemnify the BUYER against any claims, losses, or damages arising in connection with the ORDER to the extent such claims exceed the insurance coverage amounts specified above
3. It is deemed that the SELLER bought one or more insurance policies in order to provide for the results of the above-described liability, and he is capable of proving the existence of the policy or policies in question at the moment of acceptance of the ORDER. . Upon the BUYER's request, the SELLER shall provide insurance certificates or other documents confirming the conclusion of the required policies. In the event of failure to perform these actions, considering the risk related thereto, the BUYER reserves the right to buy the said policies on behalf of the SELLER, and to deduct the related costs from any amounts due to the SELLER.
4. The SELLER shall reimburse the Client and/or the BUYER any amounts of money which the Client and/or the BUYER is not able to recover (including the cost of any increased premiums and excesses), under any insurances which it is required to take out and maintain as a result of the SELLER's misrepresentation, non-disclosure, want of due diligence or breach of declaration, condition or warranty contained in the relevant insurance policy.
5. In order to secure the proper performance of the OBJECT OF THE ORDER, including the claims under the quality guarantee and the statutory warranty for defects, the payment of contractual penalties, and the costs of substitute performance, the SELLER shall within 14 days after the day of conclusion hereof submit to the BUYER an unconditional, irrevocable bank guarantee payable on first demand without any preceding legal actions, in the amount of 10% of the gross Price value (Performance Guarantee). The Performance Guarantee shall be issued by internationally recognized first-class banks or insurance companies acceptable to the BUYER. Until the Performance Guarantee is submitted the BUYER shall be entitled to withhold, notwithstanding the Withheld Amounts, an equivalent of another 10% of the gross Price in order to cover the Performance Guarantee. The Performance Guarantee shall be valid from the date of its service upon the BUYER to the date falling 30 days after the expiry of the quality guarantee period and of the statutory warranty applicable to the OBJECT OF THE ORDER. The BUYER shall return the Performance Guarantee to the SELLER after the expiry of the guarantee period and of the statutory warranty, and after the removal by the SELLER of all defects. The SELLER's failure to extend the Performance Guarantee at least 14 days prior to the expiry of the former guarantee constitutes a breach of this Agreement (ORDER), which entitles the BUYER to draw on the bank guarantee and to keep the so obtained amount as a security for the claims resulting from this Agreement till the moment when the SELLER submits the Performance Guarantee in accordance with the Agreement.
6. Delivery and continued maintenance of the Performance Guarantee by the SELLER, to secure the fulfilment of the SELLER's obligations under the ORDER, shall be a condition precedent to the SELLER's entitlement to receive any payment under the given ORDER.

ARTICLE 17 OCCUPATIONAL SAFETY

1. The SELLER shall observe all and any generally applicable regulations concerning the occupational health and safety at the workplace, as well as those applying specifically to the construction site. In the latter case it is deemed that the SELLER has received all the necessary information concerning this issue, and is fully aware of all regulations in force. In the event of the SELLER'S failure to observe these regulations, he may not hold the BUYER liable for any resulting consequences.
2. The SELLER is responsible for his employees and is fully liable for them towards any authorities, and towards the BUYER. The BUYER reserves the right to submit to the SELLER at any time all the received notifications concerning the occupational health and safety at the workplace.

ARTICLE 18 FORCE MAJEURE

1. Neither of the Parties shall be liable for non-performance or delayed performance of its obligations due to force majeure.
2. Force majeure is defined as an extraordinary situation or an event independent from the will of the Parties, which prevents either of the Parties from performing its obligations under the agreement concluded by the Parties. Force Majeure is not a consequence of either Party's error or neglect (or that of its sub-suppliers, sub-contractors, employees, or collaborating persons), and it is an event which despite all the best endeavours taken, it is not possible to overcome. The Party to the agreement affected by force majeure shall immediately (however not later than within 5 days after the occurrence of an event constituting force majeure) notify the other Party about the existing situation, about the nature of the problem, its predicted duration, and consequences thereof, and it

shall also take actions aimed at mitigating any anticipated damage.
3. Strikes or social unrest involving the SELLER's employees (including the sub-contracted ones), nor financial difficulties, including the loss of financial liquidity of either of the Parties, shall not be considered as force majeure events.

ARTICLE 19 ASSIGNMENTS

1. Without the BUYER's consent, which under pain of nullity has to be issued in writing, The SELLER may not, assign the claims, rights and obligations hereunder (of the SELLER) to any third parties, neither with or without consideration.
2. The BUYER has the right to assign to third parties the rights and obligations hereunder. This applies in particular to the possibility of assigning the BUYER's claims towards the SELLER onto the SELLER's customer.

ARTICLE 20 CONFIDENTIALITY

The SELLER undertakes to treat as confidential all and any information obtained by him in connection with the conclusion and performance of this Agreement (ORDER), and not to disclose it to any third parties without the BUYER'S consent, which under pain of nullity has to be issued in wiring, and not to use it for any purposes other than the performance of this Agreement (ORDER), also within a period of 10 years after the termination or expiry of this Agreement (ORDER). The SELLER shall not publish or disclose any information, whether confidential or not, related to the Agreement on social media, the Internet, in journals, or in any type of media, nor use the name and/or logo of Veolia, Veolia's clients, or Veolia's partners, without the prior express written consent of the BUYER.

ARTICLE 21 PROHIBITION OF UNFAIR COMPETITION

1. During the term of the ORDER and for a period of twelve (12) months following its termination, neither the SELLER nor any of its affiliates shall, without the BUYER's prior written consent, attempt to solicit or encourage the termination of the employment or cooperation relationship (under an employment contract or civil law agreement) of any employee or collaborator of the BUYER involved in the performance of the ORDER.
2. The SELLER represents and warrants that it has not entered into and shall not enter into, either directly or indirectly, any agreement, nor shall it take any actions, intended to limit free or competitive bidding, including making any offers or promises of future business opportunities to or on behalf of any bidders associated with this Agreement.

ARTICLE 22 SETTLEMENT OF DISPUTES

1. Unless the ORDER provides otherwise, the legal relationship resulting from the conclusion of this Agreement or from placing the ORDER shall be governed the laws of Poland.
2. Any disputes resulting from the above-mentioned legal relationships shall be settled by the common courts in Warsaw.