

## **GENERAL TERMS AND CONDITIONS OF PURCHASE GOODS AND SERVICES BY GDYNIA CONTAINER TERMINAL SP. Z O.O.**

### **1. Definitions**

- 1.1. **"GCT"/"Terms and Conditions"** means these General Terms and Conditions of Purchases of Goods and Services by Gdynia Container Terminal Sp. z o.o.
- 1.2. **"Contract"** means the agreement between the Purchaser and the Supplier consisting of:
- 1.2.1. placing an Order with these Terms and Conditions or expressing a wish to purchase the Goods or Services by any other means, e.g. in a stationary shop or via a website. In the event of any discrepancy between the documents comprising the Contract, these Terms and Conditions shall prevail unless otherwise specified in the Order.
- or
- 1.2.2. the signing of a commercial agreement (contract) to which the Purchaser is a party.  
In the event of any discrepancy between the documents constituting the Contract, the provisions set out in the commercial contract shall prevail, unless the commercial contract provides otherwise.
- 1.3. **"Goods"** means all products covered by the Order, subject to sale or delivery.
- 1.4. **"Services"** means the non-material activities which the Supplier offers to the Ordering Party and which are covered by the Order.
- 1.5. **"Order"** means an obligation relationship:
- the object of which is the sale or supply of Goods or the performance of a Service to which these Conditions apply and any amendments thereto;
  - concluded under any procedure (e.g. request for quotation, direct agreement, tender, negotiation); and direct agreement, invitation to tender, negotiations);
- 1.6. **"Principal"** means Gdynia Container Terminal Sp. z o.o. with its registered office in Gdynia (81-184), ul. Energetyków 5, entered into the register of entrepreneurs of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, VIII Commercial Division under KRS number 0000901814, with a share capital of PLN 11,379,300.00 (fully paid up), tax identification number NIP: 5860020200, REGON: 190425189.
- 1.7. **"Supplier"** means the entity fulfilling the Order;

### **2. General provisions**

- 2.1. These Terms and Conditions constitute general contractual terms and conditions within the meaning of Article 384 of the Act of 23 April 1964 Civil Code (Journal of Laws of 1964, No. 16, item 93, as amended).
- 2.2. These Terms and Conditions shall apply to all purchases of Goods and Services by Gdynia Container Terminal Sp. z o.o. Hereinafter referred to as the "Purchaser".
- 2.3. The provisions of these Terms and Conditions shall not apply to contracts concluded by the Ordering Party

with consumers within the meaning of Article 22<sup>1</sup> of the Civil Code.

- 2.4. The Terms and Conditions shall become part of all Purchase Contracts for Goods and Services concluded by the Purchaser with the Supplier of Goods and Services.
- 2.5. Where the Supplier applies its agreed general terms and conditions of sale, delivery of Goods and Services, these shall not apply to the relationship with the Ordering Party.
- 2.6. Any deviation from these Terms and Conditions and any amendment or supplement to the Contract entered into on the basis thereof shall require the written confirmation of the Purchaser in order to be valid.

### **3. Subject of the contract**

- 3.1. The subject matter of the order (subject to the proviso provided for in point 2.3) is any supply of goods or services ordered and performed to the order of Gdynia Container Terminal Sp. z o.o.
- 3.2. The Order shall be executed in accordance with the requirements of the Ordering Party with a specification resulting from its content specifying in particular: quantity, grade, completion date, standards, price, required approvals, as well as persons authorised to contact in the scope of execution of the Order.
- 3.3. The Purchaser shall be entitled to refuse acceptance and unloading of Goods not in conformity with the Order.
- 3.4. Any changes to the specifications of the Purchase Order must be approved in advance in writing by the Purchaser.
- 3.5. The Supplier undertakes to confirm in writing the acceptance of the Order for fulfilment by e-mail. Completion of the Order without confirmation of acceptance implies acceptance of the content of the Order by the Ordering Party under the terms and conditions set out in these General Conditions of Purchase and Delivery of Goods. In the absence of a refusal to confirm the Order within 2 working days from the date of delivery of the Order (including electronically), the Order shall be deemed to have been accepted for execution on the terms set out in the Order. Notwithstanding the above, the Ordering Party shall in such a situation be entitled to withdraw from the Order within 30 days from the date of the Ordering Party's acceptance of the Supplier's offer.

### **4. Conditions, time limit for delivery of Goods and performance of Services**

- 4.1. The Supplier of Goods or Services shall deliver the ordered Goods or perform the Services within the time specified in the Order, unless otherwise agreed between the Ordering Party and the Supplier. The Supplier shall promptly notify the Ordering Party of any likely delay in delivery of which it becomes aware, and will give the Ordering Party notice of a change in the delivery date by email or in writing. Acceptance of a delayed or partial delivery by the Ordering Party does not mean that the Ordering Party waives any rights (claims), related to the delayed/partial Delivery.
- 4.2. Completion of the Subject of the Order will be confirmed by an acceptance protocol signed by both Parties.
- 4.3. The Parties agree that the International Trade Rules (INCOTERMS 2020), hereinafter referred to as "**INCOTERMS 2020**", shall apply to Orders executed in accordance with these GCT. The rule used for *Deliveries* shall be DDP - *Delivered Duty Paid*, unless otherwise agreed in writing between the Ordering Party and the Supplier, in which case *Deliveries* shall be made in accordance with the relevant rules of INCOTERMS 2020 as agreed.
- 4.4. Unless otherwise specified in the Order, the place of performance of the Order is the Principal's registered office: ul. Energetyków 5, 81-184 Gdynia.
- 4.5. If the Supplier delays the performance of the Order, the Ordering Party shall be entitled (at its option) to:
  - 4.5.1. withdraw from its performance in whole or in part - which the Ordering Party may exercise within 30 days of the expiry of the time limit specified as the deadline for completion of the Order;  
or
  - 4.5.2. charge the Supplier with a contractual penalty in the amount of 0.5% of the net value of the Order, calculated for each day of delay, including delays in execution of a specified part of the Subject of the Order or delays in removal of defects or faults of the Subject of the Order against the specified deadline for their removal, for each case of delay in performance independently.
- 4.6. The Ordering Party reserves the right to claim additional damages in the event that the potential damage

caused by delay in the performance of the subject of the Order exceeds the amount of the contractual penalty (if any), as well as in the event of unjustified withdrawal from the performance of the Order accepted for execution.

- 4.7. In the event of the occurrence of force majeure or other unforeseeable, extraordinary circumstances not attributable to the Supplier, which prevent the Supplier from correctly fulfilling the Order, the Supplier is obliged to notify the Ordering Party immediately by e-mail or in writing of the occurrence or cessation of such circumstances.

In such a case, the Ordering Party may withdraw from the Contract in whole or in part. The Supplier shall not be entitled to any claims against the Ordering Party in such an event.

- 4.8. The Supplier shall be liable for all conduct of persons and third parties it uses in the performance of the Order as for its own acts or omissions.
- 4.9. During the performance of the Orders, the Supplier shall be obliged to engage only those persons who have the relevant training, permits, certificates and who are equipped with the relevant equipment, devices and all means necessary to perform the Order in a safe manner in compliance with the legal regulations. The Supplier shall be obliged to perform the Order in such a manner as to ensure the safety of the persons with the assistance of whom it performs the Agreement and of unauthorised persons.
- 4.10. In the event of performing the subject of the Agreement on the Ordering Party's premises, the Supplier shall be obliged to apply the rules of traffic organisation, physical protection and fire protection as well as occupational health and safety applicable on the Ordering Party's premises. The Supplier shall oblige the employees and persons with the help of whom he performs the subject of the Agreement to undergo relevant training organised by the Ordering Party.
- 4.11. The Purchaser may stipulate that the participation of the Supplier's subcontractor in the performance of the Purchase Order requires the prior written consent of the Purchaser.

## **5. Payment terms**

- 5.1. The Supplier's remuneration shall be payable on the basis of a substantially and formally correct VAT invoice issued by the Supplier and shall include all costs of the Supplier related to the performance of the Contract, including taxes and other fees stipulated by law. The Supplier shall be obliged to attach to the invoice the required certificates, quality certificates and other documents required by the Ordering Party in the form specified by the Ordering Party. If the above condition is not fulfilled, the payment term will be calculated from the date of delivery of the last of the required documents.
- 5.2. If quantity shortages or defects in the Goods are detected during or after unloading, the Purchaser reserves the right to leave the ordered Goods at the disposal of the Supplier. The Supplier shall not be entitled to invoice for the delivered Goods in such a case.
- 5.3. The reservation of the transfer of ownership of the Goods or work products resulting from the provision of the Services to the condition of payment of remuneration shall not bind the Customer.
- 5.4. The Supplier will deliver invoices to the Ordering Party either on paper (i.e. by sending the original invoice to the Ordering Party's address) or electronically to the Ordering Party's e-mail address: sekretariat.df@gct.pl.
- 5.5. The payment term of the invoice for the order completed by the Supplier shall be 30 days from the date of delivery to the Ordering Party of a correctly issued VAT invoice, taking into account the provisions of Clause 5.1. of this paragraph.
- 5.6. In the event that the Supplier's bank account number indicated on the VAT invoice is not included in the unified VAT register (the so-called white list), the Purchaser shall be entitled to withhold payment of remuneration until the account indicated on the invoice has been included in the in the unified VAT register. The Purchaser shall not be liable for any damage caused by withholding payment of remuneration to the Supplier for the reasons indicated in this section.
- 5.7. The Ordering Party shall be entitled to set off any monetary claims of the Ordering Party, including contractual penalties due to it, against the Supplier's receivables, to which the Supplier agrees.

## **6. Quality**

- 6.1. The Supplier shall ensure that the Goods supplied to the Purchaser:
- 6.1.1. comply with the requirements of the specifications stated in the Order and those arising from

- from applicable laws, standards and generally accepted industry standards;
- 6.1.2. be issued in a complete state including all components and appurtenances, together with all required documents, and will have all the approvals and certificates required by law and custom, in particular the CE quality mark or any other mark required by current legislation, allowing the Goods to be placed on the market in the European Union;
  - 6.1.3. shall be new and without trace of use (unless otherwise specified) and in a condition free from any claim or defect of any kind, whether physical or legal, including any infringement of copyright or any other intellectual property right;
- 6.2. The Supplier shall be obliged to provide the Ordering Party, at its request, with necessary explanations on the legal and factual relations relating to the Goods, in particular on the date of production and origin of the Goods, present technical documentation and documents relating to the Goods, required by legal regulations, standards or the Order, including in particular instructions, certificates, certificates of origin, safety certificates, attests and approvals in the Polish language, Delivery of the Goods without attaching such required documents shall be deemed not completed.
- 6.3. The Ordering Party has the right to lodge a complaint about Goods that do not meet the terms of the order in terms of quantity or quality, and the Supplier undertakes to respond to the reported complaint within 7 days from the date of its receipt. If no response to the complaint is received within the stated period, the complaint shall be deemed to have been resolved in favour of the Ordering Party.  
If action is taken to deal with the complaint, the maximum period for dealing with the complaint is 30 days. After this period, the Parties shall consider the complaint not considered in favour of the Ordering Party.

## **7. Guarantee**

- 7.1. The Supplier shall provide the Ordering Party with a quality guarantee on the Goods delivered for a period of not less than 1 year from the date of delivery to the Ordering Party, unless otherwise agreed by the parties.
- 7.2. The warranty shall include, at the discretion of the Ordering Party, the right to demand rectification of a physical defect in the Goods or delivery of Goods free from defects. If the Ordering Party exercises its rights under the guarantee, the Supplier shall be obliged to collect the defective Merchandise from the Ordering Party's warehouse and to deliver the Merchandise free from defects at its own expense. The Supplier shall issue to the Ordering Party, together with the Goods, a warranty card confirming its entitlements.
- 7.3. In the event that the Supplier fails to rectify defects in the Goods delivered within the time period set by the Ordering Party, the Ordering Party shall be entitled to have third parties rectify the defects in the Goods at the Supplier's expense or to withdraw from the Contract. This provision does not limit the Supplier's right to withdraw from the Contract without requesting warranty repairs.
- 7.4. The Purchaser reserves the right to withhold payment for the Goods in respect of which it is asserting the claims listed in clauses. 7.1, 7.2.

## **8. Warranty**

- 8.1. The Purchaser is entitled to a warranty right under the terms of the Civil Code.
- 8.2. Any acceptance by the Purchaser - in particular partial or final acceptance - shall not relieve the Supplier of its responsibility for physical defects of the Goods (even if discovered after the date of acceptance), to which the provisions on the warranty for physical defects of the sold thing shall apply.
- 8.3. All costs associated with the removal and replacement of defective Goods, including loading, transport and unloading costs, shall be borne by the Supplier.
- 8.4. In the event of failure to remedy or delay in remedying physical defects in the Goods under the warranty, the Purchaser shall be entitled to charge the Supplier a contractual penalty of 0.1% of the value of the Order for each day of delay.

## **9. Legal compliance and adherence to ethical, social and environmental standards**

- 9.1. In performing its obligations under the Agreement, the Supplier shall comply with the laws, regulations and provisions for the time being in force on the territory of Poland and the European Union.
- 9.2. The Purchaser expects its Suppliers to apply good business practices, professionalism, adherence to and

promotion of ethical, social and environmental standards, taking into account respect for the law, local traditions and cultures, social norms and responsible use of environmental resources, in particular:

- 9.2.1. Provide a fair and equitable working environment free from all forms of discrimination on the grounds of race, ethnicity, gender, religion, age or sexual preference, which takes due account of health and safety at work and minimises any risks or factors harmful to the health of employees;
- 9.2.2. Prohibit the use of forced, prison, bonded and child labour<sup>1</sup> as well as all forms of slavery or human trafficking and comply with all applicable minimum age laws;
- 9.2.3. Comply with any legislation governing minimum wages;
- 9.2.4. Conduct business with integrity;
- 9.2.5. Minimise the use of energy, resources such as water and paper and reduce greenhouse gas emissions, including CO<sub>2</sub> resulting from their operations;
- 9.2.6. Use environmentally friendly technologies that can reduce energy consumption, minimise the need for business travel and reduce reliance on natural resources;
- 9.2.7. Increase the use of environmentally friendly, recycled and/or sustainably sourced products in its operations;
- 9.2.8. Promote waste recycling.

The rules of conduct are set out in detail in the Code of Conduct for Business Partners and Suppliers of Gdynia Container Terminal Sp. z o.o.- available at [www.gct.pl/instrukcje](http://www.gct.pl/instrukcje).

## 10. Copyright

- 10.1. All drawings, calculations, designs, concepts, outlines, and other documents, objects, information and data made available to the Supplier by the Ordering Party for the purpose of performing the Order, are or may be the exclusive property of the Ordering Party and are covered by the Ordering Party's intellectual property rights, including may be protected under the Industrial Property Law Act, the Copyright and Related Rights Act, and constitute the Ordering Party's business secret as defined in the provisions of the Act on Combating Unfair Competition, the disclosure of which may constitute an act of unfair competition.
- 10.2. The documents, objects, information and data made available by the Ordering Party may not be transferred to or used by third parties (including subcontractors) without the prior written and express consent of the Ordering Party. The Supplier shall only be entitled to use them for the purpose and to the extent necessary for the performance of the Order.
- 10.3. Upon termination of the Order at the Purchaser's request, the Supplier shall promptly return the documents, objects, information and data referred to above or, at the Purchaser's sole option, destroy them. At the Ordering Party's request, the Supplier shall confirm in writing that such materials have been destroyed.
- 10.4. If, as a result of the performance of the Order, the Supplier has created a work within the meaning of the Copyright and Related Rights Act, the Ordering Party acquires, as of the moment of its acceptance, the proprietary copyrights on an exclusive basis and without any time and territorial limitations, in all known available fields of exploitation, including in particular the following fields
  - 10.4.1. With regard to recording and reproduction - production of copies by any technique, including printing, reprography, magnetic recording and digital techniques;
  - 10.4.2. as regards the circulation of the original or copies on which it is recorded, the placing on the market, lending or rental of the original or copies;
  - 10.4.3. with regard to dissemination in a manner other than that specified in the above point - public performance, exhibition, display, reproduction, as well as broadcasting and re-broadcasting, as well as making it available to the public in such a way that anyone can access it at a place and time individually chosen by them (in particular the Internet, Intranet, telephone networks).

<sup>1</sup> The term 'child' refers to any person under the age of 14, unless the minimum age for work or compulsory education is higher under local law, in which case the specified higher age applies.

- 10.5. The Supplier undertakes to transfer to the Ordering Party the author's economic rights to the work in a new field of exploitation unknown at the time of concluding the agreement by means of a separate agreement between the Parties. The Ordering Party acquires the right to permit the exercise of the dependent copyright on the work within the scope mentioned above. The Ordering Party has the right to make changes to the work, necessary due to the field of exploitation in which the work will be used, and may use the work in whole or in part by itself or in cooperation with third parties.
- 10.6. The Supplier shall indemnify the Purchaser against all losses, damages, costs, liabilities and expenses (including legal expenses) incurred or suffered by the Ordering Party in connection with any demand, claim or action relating to the use or resale of any Goods or the provision of Services infringing the intellectual property rights of third parties. For the avoidance of doubt, the Supplier shall indemnify the Customer against all liability for any third party claims in respect of Services, Goods, parts and materials supplied under patent, licence or proprietary designs and, if no indemnification is possible, shall pay all costs incurred by the Customer in respect thereof.
- In the event of proceedings in respect of such claims, the Supplier shall provide for the direct defence of the Ordering Party at its own expense.

### **11. Dangerous goods and waste**

- 11.1. The Supplier shall not deliver any hazardous or toxic substances to the Purchaser's premises without the prior written consent of the Purchaser.
- 11.2. Dangerous goods must be marked by the Supplier with the appropriate International Danger Symbols and the description of the material must be visible in Polish. Transport and other documents must contain a declaration of danger and a description of the material in Polish. The goods must be accompanied by appropriate emergency information in Polish in writing.
- 11.3. The Contractor declares that, in accordance with the Waste Act of 14 December 2012, it will be the generator of all municipal waste and industrial waste (other than municipal waste) which will be generated as a result of the execution of the Order, and undertakes to fulfil all obligations incumbent on the waste producer/holder under the provisions of the Waste Act, and in particular is obliged to: manage the generated waste in accordance with the principles set forth in the provisions of the law, take responsibility for its proper management and lawful storage and disposal, bear all the costs of managing the waste produced by him.

### **12. Supervision**

- 12.1. At any time during the execution of the Order, the Ordering Party shall have the right to request the Supplier to provide or make available all documents and information relating to the Supplier's performance of its obligations under the Order, in particular with regard to the preparation and performance of the delivery of the Goods, performance of obligations resulting from applicable regulations and warranty service. The Supplier shall promptly make available to the Ordering Party all documents and information requested by the Ordering Party relating to the performance of the Supplier's obligations under the Contract.
- 12.2. Communication between the Supplier and the Ordering Party related to the conclusion or performance of the Order shall be made in writing or by e-mail to the addresses which the Ordering Party and the Supplier indicate to each other in the order and the offer. Email should be the leading form of communication.

### **13. Confidentiality and anti-corruption provisions**

- 13.1. The Purchaser and the Supplier mutually undertake to treat all confidential information, including company data, financial information, customer information as strictly confidential to third parties. However, the Ordering Party will have the right to transfer information within the Hutchison Port Holdings Limited group and CK Hutchison Holdings Limited. The Supplier shall only use the information in connection with the performance of the Order for the purpose of fulfilling the Order. To share information with third parties, the Supplier must obtain the written consent of the Ordering Party. The confidentiality clause shall apply both during and after the performance of the Contract.

- 13.2. In the event of a breach of this rule, the Supplier shall pay a contractual penalty amounting to 50% of the value of the contract for each breach, without prejudice to any other rights of the Purchaser.
- 13.3. The Supplier and its representatives, directors, staff, officers and other associated persons performing the Order (including subcontractors/service providers), hereinafter referred to as the Supplier's Personnel, undertake:
  - 13.3.1. comply with all applicable laws, regulations, codes and rulings on preventing and combating corruption,
  - 13.3.2. not to engage in any activity, practice or conduct that constitutes an offence under the law. The Supplier, in order to ensure compliance with anti-corruption legislation, undertakes throughout the term of the Agreement to comply with the legal procedures and good morals required in this respect.
- 13.4. The Supplier shall be fully and completely liable for any and all consequences that may arise from any breach of this clause by the Supplier, the Supplier's personnel and persons acting on behalf of the Supplier. In particular, the Supplier agrees to indemnify the Awarding Authority, its directors, employees, contractors, subcontractors and agents for all damages, liabilities, losses and expenses incurred by the Awarding Authority, its directors, employees, contractors, subcontractors and agents that may arise from a breach of this clause by the Supplier, the Supplier's personnel and persons acting on behalf of the Supplier.
- 13.5. The Ordering Party - until the Order is executed - may withdraw from the Order with immediate effect if it determines in good faith that the Supplier or any of the Supplier's Personnel has violated any of the provisions described in this section above or has otherwise committed a violation of the Anti-Corruption Laws.
- 13.6. It is strictly forbidden for the Supplier to actively seek to employ the Ordering Party's employees or for them to work for the Supplier without being employed by the Supplier. In the event of a breach of this rule, the Supplier will pay a contractual penalty of 50% of the order for each breach, without prejudice to any other rights of the Ordering Party.

#### **14. Data protection**

- 14.1. Contact data of employees, associates and representatives of the Ordering Party and the Supplier shall be shared and mutually transmitted within the framework of the legitimate interest of the Supplier and the Purchaser or with the consent of the data subject. The contact details shared include, but are not limited to: name, position, function held, email address and telephone number. Both the Supplier and the Purchaser will be the controller of the contact data shared with it.
- 14.2. The Supplier and the Purchaser, in fulfilling their obligations under the Contract, shall comply with the relevant data protection legislation pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC, hereinafter "RODO".
- 14.3. The Supplier and the Ordering Party undertake to co-operate and support each other in the implementation of their obligations under the RODO in relation to the conclusion and performance of the Order.
- 14.4. The Supplier shall provide the information clause provided by the Ordering Party to all persons whose personal data the Supplier has provided to the Ordering Party in the course of negotiations or the performance of the Order, and shall promptly confirm this in writing to the Ordering Party upon request.

#### **15. Additional conditions**

- 15.1. The Supplier shall be obliged to hold a current liability insurance contract. The Supplier shall be obliged to present the insurance policy referred to in the preceding sentence to the Ordering Party for review by the Ordering Party each time at the Ordering Party's request and on the date specified by the Ordering Party. The Supplier shall bear all liability towards the Ordering Party as well as third parties for any damage to property, health or life caused by the Supplier, its employees or third parties acting on its behalf in connection with the performance of the Order.  
In the event that such claims are made against the Ordering Party, the Supplier shall indemnify the Ordering Party against any liability and, failing that, shall pay all costs incurred by the Ordering Party on

this account.

- 15.2. All receivables and claims, if any, of the Supplier under the Purchase Order may not be the subject of any legal transaction without the prior written consent of the Purchaser.
- 15.3. Any disputes that may arise between the parties to the Contract in connection with the performance of the Order shall be resolved amicably. Disputes not resolved amicably shall be settled by the Court having jurisdiction over the seat of the Ordering Party.
- 15.4. The Supplier may not subcontract, assign, pledge, encumber or otherwise dispose of the Contract or any rights or obligations under the Contract without the prior written consent of the Awarding Authority.
- 15.5. If any of these Conditions is found to be illegal, invalid or unenforceable under applicable law, such condition, to the extent that it is severable from the other conditions, shall be deemed to be omitted from the Contract and shall in no way affect the legality, validity or enforceability of the other conditions.
- 15.6. Other terms and conditions not included in these GCT are governed by Polish law, including the Civil Code.
- 15.7. These General Terms and Conditions of Purchase and Services are an integral part of the Purchase Order.