

## GENERAL TERMS AND CONDITIONS OF PURCHASE ORDERS (THE "GT&Cs")

### I. Scope of application

1. These General Terms and Conditions of Purchase Orders (the "GT&Cs") apply to Purchase Orders placed with Suppliers by DCT Gdańsk S.A. ("**DCT Gdańsk**").
2. These GT&Cs apply to all Suppliers of goods. Any other terms and conditions than the ones defined in these GT&Cs, proposed by the Supplier, shall require acceptance by DCT Gdańsk in writing or by e-mail. Any other terms and conditions shall be valid only towards a particular Purchase Order and they shall by no means be treated by the Supplier as applicable to any further Purchase Orders placed by DCT Gdańsk. In the event of any conflict between the GT&Cs and any other terms and conditions, the provisions contained in any other terms and conditions agreed for a particular Purchase Order shall prevail.
3. All and any agreements and documents connected with the Purchase Order shall be made in writing or by e-mail for their validity and bear the Purchase Order number assigned by DCT Gdańsk, which shall be quoted in particular in the delivery notice, invoice, delivery note and acceptance protocol.

### II. Subcontracting

1. If the Supplier intends to subcontract the performance of the Purchase Order, in the whole or a part, to any third parties, it shall obtain a prior written consent of DCT Gdańsk. The same condition shall apply appropriately in the event of change of the subcontractor in the course of the performance of the Purchase Order and further subcontracting.
2. The Supplier shall be fully liable for actions (or omissions) of its first and further subcontractors like for its own actions and omissions.

### III. Deliveries

1. Document that identifies the purchase order shall be provided not later than the delivery date, and may be sent by e-mail to: [dostawy@dctgdansk.com](mailto:dostawy@dctgdansk.com)
2. The Supplier shall place on shipment, invoice and all transport documents the Purchase Order number. The marking shall be allowed to easy and clear identify the sender and the contents of the shipment by recipient.

3. The Supplier shall pack goods in the manner appropriate for the used means of transport and loading/unloading equipment. The packaging shall be marked in a legible and durable manner with the DCT Gdańsk name and address and the Purchase Order number, assigned by the DCT Gdańsk, as well as with symbols defining the manner of handling the shipment in compliance with forwarding and transport standards. Every element inside the packaging shall be marked in the manner providing for its full traceability. If goods are packed in more than one package, the Supplier shall enclose to each package a detailed specification, and a collective specification shall be enclosed to transport documents.
4. All chemical preparations delivered to DCT shall have best before date that is not shorter than a year of the delivery date.
5. Valid material safety data sheets shall be enclosed to all chemical preparations delivered to DCT. The sheet shall be issued in Polish.
6. In the event of untypical goods, hazardous goods, oversized goods, etc., the parties shall each time agree upon detailed terms and conditions related to packaging, marking, delivery notice and acceptance of goods.
7. Delivery shall be deemed performed at the time of acceptance by DCT, with no reservations, of goods and documents defined in the Purchase Order (e.g. technical documentation, quality control certificates, material certificates, ex certificates, etc.). **Any deviation from the agreed terms and conditions and a failure to provide relevant documents may constitute grounds for the refusal to accept the goods or for return thereof at the Supplier's expense, in which event the delivery shall be deemed unperformed.**
8. DCT Gdańsk shall have relevant time limits (up to 2 working days) for inspecting Goods and/or Services or for making tests with regard thereto, and for notifying the Supplier of all and any defects. If the defect of Goods and/or Services could not be detected at the time of the inspection for justified reasons, DCT Gdańsk shall have relevant time limits (up to 2 working days) for notification of the said defect following detection thereof or for rejection of Goods/Services.
9. The Supplier shall be liable for damage resulting from each delay, loss or damage resulting from improper marking, packaging or identification of the shipment.
10. The Supplier shall hold DCT harmless against all and any liability resulting from third party claims made under a patent, copyright, licences, trademarks, industrial designs or utility models in connection with the delivered goods, parts and materials.
11. If it is necessary to enter the premises of DCT for the purpose of delivery of the ordered goods, the Supplier shall:
  - a) have PPE, including in particular an industrial helmet, a high-visibility vest, and safety glasses
  - b) hold a paper or electronic certificate of online training on security and present it at the entrance gate.
  - c) have activated an orange warning light assembled on the vehicle roof

#### **IV. Delivery date**

1. The delivery date indicated in the Purchase Order, and in the event of partial deliveries, dates resulting from the schedule of deliveries, shall be final and mean the date of delivery of goods to the indicated place in compliance with the delivery terms defined in the Purchase Order.
2. The Supplier shall immediately notify DCT Gdańsk of occurrence or any threat of occurrence of any circumstances indicating that the agreed date of performance of the Purchase Order may not be met and indicate the expected delay and its causes. If it stems from the provided information that delivery cannot be effected on time, DCT Gdańsk may withdraw from the performance of the Purchase Order, with consequences resulting from item 7 hereof. DCT Gdańsk may exercise its right to withdraw as defined in the previous sentence within 30 days of learning about a premise for withdrawal.
3. DCT Gdańsk may charge the Supplier with a contractual penalty for delayed delivery in the amount of 0.2% of the value of the Purchase Order (or delivery), for each begun day of the delay, but not more than 10% of the value of the Purchase Order. In the event the delay lasts more than 8 weeks, DCT Gdańsk may withdraw from the performance of the Purchase Order for reasons on part of the Supplier and pursue, apart from contractual penalties, damages for incurred loss and lost profits, in particular costs incurred by it for substitute performance of the Purchase Order under general principles.

#### **V. Payment terms**

1. Prices contained in the Purchase Order shall be fixed net prices.
2. Payment of the compensation shall be effected following the receipt by DCT Gdańsk of a correctly and reliably issued VAT invoice sent by e-mail to: [e-faktury@dctgdansk.com](mailto:e-faktury@dctgdansk.com)
3. Unless otherwise agreed by the parties, the compensation due to the Supplier shall be paid by DCT Gdańsk by transfer to the Supplier's bank account within 21 days of the receipt of the VAT invoice. Invoices without the purchase order number shall be deemed as improperly issued and may be the reason for delayed payment.
4. DCT Gdańsk reserves its right to deduct or suspend payment for Goods not delivered in compliance with the agreement.

#### **VI. Quality guarantee and warranty**

1. The Supplier shall deliver brand-new, unused goods, free from any physical and legal defects and conforming with the technical requirements defined in the purchase order. Unless otherwise agreed between the parties, the Supplier shall, during the guarantee or warranty period, remedy defects and faults immediately but not later than 14 days of the date of filing a complaint. Following the expiry of the said time limits DCT Gdańsk may undertake its own remedial actions at the supplier's expense. DCT Gdańsk reserves its right to immediately remedy a breakdown by its own technical services at the Supplier's expense, without loss of the validity of the quality guarantee, in the event of equipment of considerable importance to the functioning of DCT Gdańsk.
2. The Supplier shall replace defective goods into new ones, if goods were damaged for the second time or if defects and faults exclude, on the basis of a technical opinion, the possibility of bringing goods to the condition meeting qualitative requirements defined in the Purchase Order.

3. DCT Gdańsk may require that the Supplier present financial guarantees securing due remedy of defects and faults.
4. The remaining scope of the Supplier's liability under guarantee and warranty is regulated by generally applicable legal provisions. The period of the guarantee granted by the Supplier results from the Purchase Order or guarantee documents.
5. In the event of any delay in the remedy of defects found out at the time of acceptance of the subject of the Purchase Order or during the period of guarantee or warranty for defects, the Supplier shall pay DCT Gdańsk a contractual penalty of 0.4% of the value of the Purchase Order for each begun day of the delay, counted from the expiry of the time limits set by DCT Gdańsk for remedy of defects. In the event of damage exceeding the value of the contractual penalty, DCT Gdańsk may pursue supplementary damages under general principles.

## **VII. Withdrawal from the Purchase Order**

1. DCT may withdraw from the performance of the Purchase Order with the immediate effect through the Supplier's fault, in the event of gross violation of the terms and conditions of the Purchase Order or these GT&Cs by the Supplier or if the Supplier is under the threat of insolvency, if a petition in bankruptcy or a petition for initiating arrangement proceedings has been filed against it or if the Supplier is put into liquidation.
2. In the event of withdrawal from the performance of the Purchase Order through the Supplier's fault DCT Gdańsk may charge a contractual penalty of 20% of the net value of the Purchase Order. The contractual penalty shall not exclude the possibility of pursuing claims for incurred loss and lost profits under general principles. Withdrawal from the performance of the Purchase Order under the above provisions may be effected within 30 days of learning by DCT Gdańsk about the circumstances justifying the withdrawal.

## **VIII. OHS provisions**

1. At the time of the performance of the Purchase Order the Supplier shall, apart from generally applicable legal provisions related to safety, become familiar with and apply the valid procedures of DCT Gdańsk, including without limitations the provisions on OHS and fire protection, provided to the Supplier by e-mail.
2. Pedestrian traffic is not allowed at the terminal.
3. Protective clothes, in particular closed shoes, industrial safety helmets **and** high-visibility vests shall always be worn when visiting the terminal. Additional safety glasses shall always be worn when visiting Maintenance workshop.
4. Smoking is strictly prohibited on the premises of the terminal.
5. There is a ban against bringing passengers who have not been reported.
6. The driver and all persons in the vehicle shall have fastened seat belts.
7. Heavy terminal equipment shall always have pass priority.
8. All road signs, both vertical and horizontal, shall be complied with at the terminal. The driver may never take shortcuts.

9. The vehicle should be driven at a safe speed, adapted to the prevailing conditions, and in any case the maximum speed may not exceed 30 km/h.
10. Great caution should be exercised when RTG cranes stop at the top of stacking fields. The RTG stops in this place because of a strict obligation to stop at each exit from yard stack blocks rather than because of giving a right of way to a third party tractor.
11. The vehicle shall always have dipped lights on. Additionally, it shall be equipped with a warning light (rotating beacon).
12. Talking on the phone or listening to music is forbidden during a stay at the terminal (driving a vehicle).
13. On the basis of the Anti-Alcohol and Anti-Drugs Policy of DCT Gdańsk S.A. drivers are strictly forbidden to stay and drive mechanical vehicles on the premises of the terminal under the influence of alcohol or drugs.
14. Exceeding the value of 0.00 ‰/ mg of alcohol in the exhaled air or finding presence of drugs in the organism shall constitute gross violation of the provisions applicable to DCT Gdańsk S.A. and shall result in consequences provided for in the penalty tariff.

## **IX. Confidentiality**

The parties shall keep in strict confidence all and any terms and conditions of the Purchase Order, as well as any information received from each other or otherwise in connection with the Purchase Order, in particular any organisational, trade and technical information related to DCT Gdańsk that is not publicly available, and use the same only for the purpose of the performance of the obligations under the Purchase Order. In particular, the Supplier shall treat confidentially information related to the volume of trade exchange, applied prices, discounts, specifications of products, agreements, technological data.

The Contractor confirms that he has read the "Information regarding the processing of personal data" available on the website of DCT GDAŃSK S.A. at the address:

<https://dctgdansk.pl/en/strefa-klienta/polityka-prywatnosci>

## **X. Force Majeure**

1. Force Majeure shall mean any unpredictable and exceptional situation or event being beyond the parties' control, preventing one of the parties from performance of any of its contractual obligations. In particular the afore-going relates to such events as war activities, terrorist attacks,, actions of state authorities and acts of god.
2. For the purposes of these Conditions, force majeure only means those unforeseeable circumstances that are not due to the Supplier (or to third parties upon which the Supplier depends for the execution of its obligations, such as its suppliers and/or subcontractors) and that make it completely impossible for the Supplier to carry out its obligations. Strikes, lock out, shortage of personnel, theft, machine breakdown, a cyber-attack, (a virus, a worm, DDoS attack, hacking and phishing and similar events that disrupts the ICT environment), do not constitute force majeure for the Supplier.
3. If one of the parties deals with force majeure, it shall immediately notify the other party thereof, including of the character, the expected duration and the predicted consequences of force majeure. Neither party shall be deemed in breach of its contractual obligations if the performance thereof is

prevented by force majeure. If the Supplier is not able to meet its contractual obligations due to force majeure, it shall retain its right to compensation only for the deliveries factually effected.

## **XI. Final provisions**

1. The Supplier may not, without a prior written consent of DCT Gdańsk, use materials and information on the cooperation, in particular for reference and advertising purposes. The Parties hereto undertake to protect the good name of the other Party in contacts with third parties. Neither Party may, without a prior written consent of the other Party, make or present any public statements related to the Agreement, except for situations when the foregoing is required by legal provisions in force.
2. The parties shall be bound by the Polish law and all and any disputes arising from the Purchase Order shall be settled by a court for the registered office of DCT Gdańsk.
3. This document is an annexe to the Purchase Order and constitutes its integral part. In the event of any discrepancy or conflict between the content of these GT&Cs and the content of any particular Purchase Order, the content of the Purchase Order shall prevail.