



HEINZGLAS

family-owned since 1622

GENERAL TERMS AND CONDITIONS OF PURCHASE of the HEINZ-GLAS Group

1. General

a) These General Terms and Conditions of Purchase apply as the exclusive rules for commercial cooperation between HEINZ-GLAS Działdowo Sp. z o.o., HEINZ-PLASTICS Polska Sp. z o.o. and 2HD Sp. z o.o. (hereinafter: "HEINZ-GLAS") and suppliers, service providers or other contractors (hereinafter: "Supplier") or as a supplement to other specific contractual provisions concluded separately. HEINZ-GLAS does not recognise other conditions, in particular General Commercial Terms and Conditions of the Supplier, even in the case of unconditional delivery or service, unless HEINZ-GLAS has expressly agreed to their validity in writing.

b) The current version of the General Terms and Conditions of Purchase also applies to all future business relations between HEINZ-GLAS and the Supplier, without HEINZ-GLAS having to refer to them each time. The current version of the General Terms and Conditions of Purchase may always be found at: „[//heinzglas.com/en/agb](http://heinzglas.com/en/agb)“.

2. Conclusion of contract

a) Orders or delivery call-offs from HEINZ-GLAS are binding if they are submitted in written or electronic form. Verbal or telephone orders are not binding and must be confirmed in writing or in electronic form.

b) The Supplier must confirm orders specifying a binding price, delivery time and the HEINZ-GLAS order number within one week of receiving the order in writing or electronic form. If HEINZ-GLAS has waived the sending of order confirmations on the basis of a separate written agreement with the Supplier, the Supplier shall be obliged to accept the order within one week of receipt of the order by executing it without reservation. Delivery call-offs based on existing framework agreements shall become binding - unless otherwise agreed in the framework agreement - if the Supplier does not object in writing or electronically within two working days after receipt of the respective delivery call-off.

c) The Supplier is obliged to notify HEINZ-GLAS of obvious errors (e.g. spelling and calculation errors) and incompleteness of the order documents or missing order documents for the purpose of correction or completion; otherwise, the contract shall be deemed not to have been concluded.

d) HEINZ-GLAS is entitled to revoke the order until receipt of the order confirmation or the unconditional execution of the order.

e) An order confirmation of the Supplier which differs in content from the order is deemed a new offer requiring the conclusion of a contract as well as an order confirmation in which the price or the delivery time is stated for the first

time. HEINZ-GLAS may accept this new offer to conclude a contract in writing or in electronic form.

f) In its order confirmation, the Supplier must make special reference to deviations from or additions to the orders from HEINZ-GLAS.

g) The Supplier is not entitled to make any changes to the order without the prior written consent of HEINZ-GLAS.

h) HEINZ-GLAS is entitled to change the time and place of delivery as well as the type of packaging by giving written notice of at least five days before the agreed delivery date if this is reasonable for the Supplier and can be implemented within the framework of normal production and business operations without significant additional expense. The same applies to changes in product specifications and quantities. HEINZ-GLAS shall reimburse the Supplier for the proven costs incurred as a result of the changes.

i) HEINZ-GLAS does not provide any remuneration for visits or the preparation of offers, projects, etc., unless HEINZ-GLAS and the Supplier have expressly agreed this in writing.

3. Delivery

a) The ordered or called-off goods or services must be delivered by the agreed time. The date of delivery of the goods to the place of destination or the performance of the service in its entirety shall be decisive for compliance with the time limits. The date of delivery or performance of the service shall be specified in the Supplier's order or order confirmation accepted by HEINZ-GLAS.

b) Unless otherwise expressly agreed, deliveries are made in accordance with the DAP clause of Incoterms 2020 to the destination specified by HEINZ-GLAS in the respective order or call-off. The Supplier bears the costs and the risk of accidental deterioration of the delivery items until the arrival of the delivery items at the intended destination or until the acceptance of the agreed service performance.

c) The Supplier should inform HEINZ-GLAS without undue delay of any difficulties that prevent it from delivering or performing a service in the prescribed quantity or quality and on time, stating the reasons and the expected duration of the delay.

d) HEINZ-GLAS is entitled, after prior written notice, to demand a contractual penalty of 0.2% (maximum 5%) of the order value from the Supplier for each commenced day of delay. The contractual penalty for the Supplier should be added to the damage caused by the delay.

e) The Supplier may only invoke the absence of necessary documents or goods to be delivered by HEINZ-GLAS if it

has reminded HEINZ-GLAS in writing of the documents or goods and has not received them within a reasonable period.

f) Partial deliveries or partial services are only possible with the prior consent of HEINZ-GLAS and must be expressly designated as such.

g) HEINZ-GLAS is not obliged to accept the goods/services before the expiry of the delivery or performance period. If delivery is made earlier than agreed, HEINZ-GLAS shall reserve the right to return the goods at the Supplier's expense or to temporarily store the goods by a subcontractor at the Supplier's expense. The above shall not apply in the case of a minor acceleration of the delivery of goods or services. If goods delivered early are not returned or not stored by a subcontractor, they shall be stored by HEINZ-GLAS until the delivery date at the risk and expense of the Supplier.

h) Each delivery or service should be accompanied by a waybill containing the following data: order number, order date, Supplier's number, date and content of the delivery (e.g. part numbers, batch number, assortment number, quantity) or type of service, agreed place of delivery and unloading as well as further delivery-specific data.

i) In the case of import deliveries, all necessary accompanying documents, goods transport permits and certificates of origin must be enclosed. The above shall not apply if other arrangements are expressly provided for.

j) If certificates of analysis or other manufacturing documents have been agreed for the goods to be delivered, these shall form an essential part of the delivery and must be handed over to HEINZ-GLAS together with the delivered goods.

k) If HEINZ-GLAS has not prescribed any specific packaging, the Supplier shall pack the goods in a manner customary in the industry. The Supplier is responsible for any loss and damage occurring during transport and unloading until acceptance at the place of destination. The Supplier is also liable for transport or unloading damage caused by employees of HEINZ-GLAS assisting the Supplier with unloading or HEINZ-GLAS taking over the transport for the Supplier. The Supplier must therefore take out sufficient transport insurance for its deliveries at its own expense.

l) Acceptance of the goods takes place during the working hours of HEINZ-GLAS or at other times notified to the Supplier by HEINZ-GLAS.

m) The transfer of the goods to HEINZ-GLAS is unconditional and irrespective of payment. All forms of extended or prolonged protection of ownership are excluded, so that the legal protection of ownership of the Supplier only applies until the goods delivered to HEINZ-GLAS have been paid for.

n) If the Supplier works on the premises of HEINZ-GLAS as part of the delivery or provision of services, the Supplier shall ensure that its employees comply with all requirements, in particular the applicable occupational health and safety regulations and any other special

instructions from HEINZ-GLAS. Within the scope of the performance of the service, the Supplier is also obliged to dispose of the waste generated by it at its own expense, unless otherwise agreed in writing with HEINZ-GLAS.

4. Inspection and complaint handling

a) When accepting the goods, HEINZ-GLAS only checks the delivery for quantity, labelling and visible damage during transport and storage. HEINZ-GLAS is not obliged to carry out any further inspections when accepting the goods. Losses or damage that HEINZ-GLAS discovered upon acceptance of the goods must be reported to the Supplier without delay, but at the latest within 5 working days of their discovery.

b) If acceptance is agreed, there is no obligation to carry out inspections. In addition, it depends on the extent to which the inspection is reasonable in view of the circumstances of the case according to business principles.

c) Losses or damage to deliveries which are subsequently discovered in the course of proper business operations must be reported to the Supplier without delay, but at the latest within 5 working days of their discovery.

d) In the case of transitory transactions, the complaint of the HEINZ-GLAS recipient must be taken into account.

e) To this extent, the Supplier waives the objection of delayed notification of defects.

5. Prices / invoicing / payment

a) The agreed prices are fixed prices. All indirect costs, in particular costs for packaging and transport to the agreed destination as well as customs duties, are already included in these prices. Value added tax must be listed separately.

b) Invoices from the Supplier must contain the order number assigned by HEINZ-GLAS at the time of the order, the date of the order, the Supplier's number and the ordering person or department and must be addressed to one of the HEINZ-GLAS plants. If this information is missing, the Supplier may be asked to complete it. In this case, the payment period indicated on the document shall start from the time when the requested information is provided.

c) Unless otherwise agreed, payment is made within 30 days from the date of invoice, after complete and defect-free delivery or performance of the service (including any agreed acceptance) and receipt of the invoice of 3% discount or within 60 days. The receipt of the transfer order by the bank of HEINZ-GLAS is deemed to be confirmation of timely payment by HEINZ-GLAS.

d) If HEINZ-GLAS makes advance payments, the Supplier must provide appropriate securities at the request of HEINZ-GLAS, e.g. in the form of a bank guarantee, the costs of which shall be borne by the Supplier.

e) Without the consent of HEINZ-GLAS, the Supplier is not entitled to assign claims against HEINZ-GLAS to third parties or to have them collected by third parties. If the Supplier assigns claims against HEINZ-GLAS to a third party without the consent of HEINZ-GLAS, HEINZ-GLAS

may cancel the obligation both towards the Supplier and towards the third party.

f) HEINZ-GLAS has the legal right to refuse performance of the service, to offset and to withhold payment. The Supplier is only entitled to set-off and retention if the counterclaim on which the right to refuse performance of the service, retention or set-off is based is undisputed and legally binding or if the counterclaim is based on the same contractual relationship.

6. Quality assurance by the Supplier

a) The Supplier is obliged to organise its manufacturing and inspection processes in such a way that the delivery of defect-free products and/or the provision of defect-free services is guaranteed and the quality specifications agreed between HEINZ-GLAS and the Supplier can be met. The Supplier is responsible for maintaining the required quality of its products and services on a sustainable basis by means of preventive measures, among other things.

b) The Supplier is obliged to check the quality of the processes involved in the production and to carry out an initial inspection of the products as well as to reliably and comprehensively inspect its deliveries and services for quality and to document the results of this inspection.

c) The Supplier is obliged to ensure the traceability of its products by means of suitable labelling in order to be able to effectively limit the possibly also defective products in the event of the dispatch of defective products.

d) Without the prior consent of HEINZ-GLAS, the Supplier is not entitled to subcontract its delivery or service to a third party (e.g. a subcontractor). The Supplier bears the risk of subcontracting its services unless otherwise agreed in the individual case.

e) Should the Supplier procure its own materials, products or services for the manufacture of products or the provision of services or for the performance of the corresponding quality assurance, the Supplier shall be liable to HEINZ-GLAS for the quality of these products and services. Towards HEINZ-GLAS, the Supplier is responsible for maintaining the required quality of the components or the services of subcontractors, in particular through preventive measures.

7. Warranty

a) The Supplier guarantees that the goods delivered by it or the work carried out by it are free from defects, comply with the agreed quality requirements, have the necessary properties and meet the other requirements specified by HEINZ-GLAS and confirmed by the Supplier and are suitable for the application intended by HEINZ-GLAS, of which the Supplier has been informed, and undertakes to provide HEINZ-GLAS with a guarantee declaration in accordance with Art. 577 § 2 of the Civil Code.

b) If, from the Supplier's point of view, the ordered deliveries or services are products or services with special requirements, the Supplier shall ensure that the deliveries or services provided to HEINZ-GLAS comply with the statutory requirements, directives and recognised rules in the respective valid version.

c) In the event of doubts or ambiguities on the part of the Supplier regarding the specific requirements for the product or service, the Supplier shall be obliged to contact HEINZ-GLAS without delay in order to resolve the doubts and ambiguities.

d) The warranty period begins with the delivery to HEINZ-GLAS or with the provision of a service to HEINZ-GLAS and with the technical acceptance.

e) The Supplier's warranty period towards HEINZ-GLAS is 24 months, unless otherwise stipulated in separate agreements between the Supplier and HEINZ-GLAS.

f) Irrespective of the warranty granted, the Supplier shall be liable under the warranty if a defect in the delivery/service is discovered before the expiry of 2 years from the date of delivery/service in accordance with Art. 568 § 1 of the Civil Code.

8. Supplier's recourse

a) HEINZ-GLAS is entitled to demand compensation from the Supplier for damages (conforming or replacement delivery) caused by HEINZ-GLAS to its customer due to defects in the delivery/service.

b) Before HEINZ-GLAS decides whether to comply with the recipient's demand, HEINZ-GLAS informs the Supplier and asks for a written statement of the facts. If the Supplier does not comment within the set period and does not offer a mutually agreeable solution, HEINZ-GLAS, being the recipient, shall be entitled to a claim for defects; in this case, the Supplier shall bear the burden of proof to the contrary.

c) HEINZ-GLAS also reserves the right of recourse against the Supplier in the event that the goods are treated or processed by HEINZ-GLAS or by other recipients within the supply chain before being sold to the user, e.g. by incorporation or combination with other products that form a single usable product.

9. Liability / insurance

a) Liabilities between the parties are governed by the statutory provisions, unless expressly provided otherwise in these General Terms and Conditions of Purchase.

b) In the event that the customer or a third party asserts a claim against HEINZ-GLAS for a defect, the Supplier shall be obliged to indemnify HEINZ-GLAS against such claims if the damage is caused by a defect in the product delivered by the Supplier or by a service provided by the Supplier, and the Supplier shall be obliged to compensate HEINZ-GLAS for the damage in accordance with the statutory provisions.

c) Within the scope of the indemnity, the Supplier must bear all costs and expenses resulting from the measures taken by third parties, including the recall action carried out by HEINZ-GLAS or its customers. HEINZ-GLAS informs the Supplier about the content and scope of the recall action - as far as possible and reasonable - in order to enable it to sufficiently cooperate and comment. This does not exclude further claims according to the Civil Code.

d) The Supplier concludes and continues to perform a plant and product liability agreement capable of

adequately covering risks arising from deliveries or services provided to HEINZ-GLAS. The Supplier's product and liability insurance must have a sum insured of at least PLN 1 million for accidents involving personal injury and property damage and at least PLN 1 million for product insurance covering the whole world, including the USA, the US territories and Canada. At the request of HEINZ-GLAS, the Supplier should immediately provide proof of product and business liability insurance.

e) In the case of products ordered by HEINZ-GLAS for which, in the opinion of the Supplier, a recall cannot be ruled out in order to prevent accidents to persons due to a possible product defect, e.g. due to defective material, HEINZ-GLAS recommends that the Supplier takes out additional insurance against product recall and the associated costs.

10. Force Majeure

In cases of force majeure or industrial disputes, riots, administrative activities and other unforeseeable, irreversible and serious events, HEINZ-GLAS shall be released from the obligation to accept the goods or services for the duration and to the extent of their effects. The same applies to participation in other HEINZ-GLAS activities related to the performance of the contract. The above shall also apply if these events occur at a time when HEINZ-GLAS is delayed. HEINZ-GLAS is obliged to provide the Supplier with the necessary information without delay within the scope of what is reasonable and to adjust its obligations to the changed circumstances in good faith.

11. Intellectual property rights

a) The Supplier warrants that the goods delivered or services rendered are free from third party rights.

b) Should HEINZ-GLAS be held liable by a third party in this respect, the Supplier shall be obliged to indemnify HEINZ-GLAS against such claims. The indemnity obligation relates to all expenses that HEINZ-GLAS necessarily incurs from or in connection with a claim by a third party.

12. Optional accessories

a) If HEINZ-GLAS provides the Supplier with samples, moulds, drawings, sketches, programmes, documents or information for the manufacture of the delivery item or for the provision of the service or if these are provided in connection with the delivery or service at the expense of HEINZ-GLAS (hereinafter: Accessories), HEINZ-GLAS shall retain ownership and protection of the intellectual property therein.

b) Accessories supplied by HEINZ-GLAS may only be used for deliveries or services to HEINZ-GLAS. The substitution, mixing or combination of accessories in connection with a delivery or service may only be carried out by the Supplier for HEINZ-GLAS.

c) The Supplier is obliged to label the accessories of HEINZ-GLAS and to insure them at its own expense for the purchase value. The Supplier waives in favour of HEINZ-GLAS the assertion of claims for damages arising from this insurance, and HEINZ-GLAS hereby accepts the assignment.

d) The Supplier is obliged to carry out the necessary repairs, maintenance and inspections on the Accessories, in particular on the production tools, in good time or to have them carried out at its expense. In the event of deterioration or loss, the Supplier shall bear the costs for the replacement of the Accessories, unless the deterioration or loss is not due to the fault of the Supplier.

e) Accessories provided, in particular documents, may only be reproduced with the express written permission of HEINZ-GLAS.

f) The Supplier is not permitted to make Accessories from HEINZ-GLAS accessible to third parties without the prior express consent of HEINZ-GLAS.

g) All Accessories provided and any existing reproductions must be returned to HEINZ-GLAS after rejection or execution of the order.

13. Confidentiality

a) The Supplier undertakes to treat all aspects of the business relationship as confidential, in particular all documents and information provided. In particular, it shall treat as a trade secret all commercial and technical details which are not in the public domain and which become known to it through the business relationship. Only information or aspects of the business relationship that were already publicly known at the time of disclosure, as well as information or aspects of the business relationship that were demonstrably already known to the Supplier before the information was disclosed by HEINZ-GLAS, are not subject to the obligation of confidentiality.

b) Documents and information from HEINZ-GLAS may only be made available to the persons who carry out the order from HEINZ-GLAS. The Supplier ensures that its employees also protect the legitimate interest of HEINZ-GLAS in maintaining confidentiality.

c) The Supplier is not permitted to make Accessories from HEINZ-GLAS accessible to third parties without the prior express consent of HEINZ-GLAS.

d) The Supplier is obliged to maintain confidentiality even after termination of the business relationship.

14. Other provisions

a) The place of performance for all deliveries and services of the Supplier and the place of performance and payment for all services of HEINZ-GLAS is the registered office of the respective plant of HEINZ-GLAS, which is determined as the place of destination.

b) Transactions under this Contract are governed by Polish law excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

c) The exclusive place of jurisdiction for disputes arising from deliveries and services of a Supplier to HEINZ-GLAS is the court responsible for the registered office of the relevant plant of HEINZ-GLAS, unless the Code of Civil Procedure provides for an exclusive place of jurisdiction. HEINZ-GLAS is, however, also entitled to bring an action before another court to the extent permitted by the Code of Civil Procedure.

d) Should individually provisions of this Contract be or become invalid or contain a loophole, the remaining provisions of the Contract shall remain unaffected. The parties undertake to replace the ineffective or incomplete provision with a new provision that complies with the statutory provisions and comes as close as possible to the economic purpose.

e) HEINZ-GLAS has introduced a Sanction Policy following the Russian Federation's aggression against Ukraine launched on 24 February 2022 and the ensuing restrictive measures implemented on the basis of Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine (OJ UE L 2006.134.1), Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (OJ EU L 2014.78.6), Council Regulation (EU) No 2022/263 of 23 February 2022 concerning restrictive measures in response to the recognition of the non-government controlled areas of the Donetsk and Luhansk oblasts of Ukraine and the ordering of Russian armed forces into those areas (OJ EU L.2022.421.77), as well as the Polish Act of 13 April 2022 on Specific Steps to Counteract Supporting Aggression against Ukraine and to Protect National Security (Journal of Laws 2022.835). The policy is available at HEINZ-GLAS's website: [●].

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