

## UMICORE POLAND GENERAL PURCHASE CONDITIONS

### 1. Definitions

In these General Purchase Conditions the following definitions apply:

**Buyer:** Umicore Poland sp. z o.o. with its registered office in Radzikowice (48-300), Radzikowice 1C, registered in the register of entrepreneurs of National Court Registry under No. (KRS) 0000739966, District Court in Opole, VIII Commercial Department of the National Court Registry, tax identification number (NIP): 8992847719, REGON: 38079511400000, BDO number (Waste Database): 000530537

**Seller:** any party that supplies goods to the Buyer, provides services to the Buyer or has agreed with the Buyer to do so. **Agreement:** any agreement between the Buyer and the Seller on the supply of goods and/or provision of services, of which these General Conditions of Purchase form an integral part. As a valid Agreement are also considered:

- any Buyer's order together with Seller's acceptance of a valid order, delivered to the Buyer,
- any Seller's offer together with Buyer's acceptance of an offer, delivered to the Seller,
- any arrangements between the Buyer and the Seller, even if not duly documented, provided that the Seller has commenced the supply of goods or provision of services of which the Buyer is aware and to which the Buyer has not objected.

**Parties:** Buyer and Seller.

**Party:** Seller or Buyer.

**Umicore Group:** a group of companies affiliated by persons or capital, in which Umicore (*société anonyme*) with its registered office in Brussels, Belgium, is a parent company.

**General Purchase Conditions:** present general purchase conditions of Buyer constituting a model contract within the meaning of the Civil Code.

**Civil Code:** Act of April 23<sup>rd</sup>, 1964 - Civil Code (Journal of Laws No.16, item 93, as amended).

**Waste Act:** Act of December 14<sup>th</sup>, 2012, on waste (Journal of Laws of 2013, item 21, as amended).

**Packaging Act:** Act of June 13<sup>th</sup>, 2013, on packaging and packaging waste management (Journal of Laws of 2013, item 888, as amended).

**Labour Code:** Act of June 26<sup>th</sup>, 1974 – Labour Code (Journal of Laws No. 24, item 141, as amended).

**VAT Act:** Act of March 11<sup>th</sup>, 2004, on value added tax (Journal of Laws No 54, item 535, as amended).

**CIT Act:** Act of February 15<sup>th</sup>, 1992, on corporate income tax (Journal of Laws No. 21, item 86, as amended).

**Excessive Payment Delays Act:** Act of March 8<sup>th</sup>, 2013, on counteracting excessive delays in commercial transactions (Journal of Laws of 2013, item 403, as amended).

### 2. Applicability

2.1. These General Purchase Conditions are applicable to all Agreements, unless excluded by the Parties in the Agreement. Any provisions of the Agreement agreed individually between the Parties shall prevail over any conflicting provisions of the General Purchase Conditions.

2.2. The Seller's general terms and conditions, all contractual templates, ordering conditions, etc. are hereby expressly excluded, unless it has been explicitly agreed otherwise in writing by the Parties. If a conflict occurs between the present General Purchase Conditions and conditions, described in the previous sentence, applied by the Seller or the Seller's offer, then the General Purchase Conditions shall prevail.

2.3. Any modification to a Seller's offer, Agreement, General Purchase Conditions or purchase order made by Seller and not accepted by Buyer in writing is considered

as null and void.

2.4. In case of nonconformity between the English and the Polish text of the General Purchase Conditions, unless otherwise expressly agreed between the Parties, the English text will prevail.

2.5. The Buyer reserves the right to modify these General Purchase Conditions at any moment. The new General Purchase Conditions come into force on the day of their publication on the website of the Buyer or delivery to the Seller, whichever occurs first.

### 3. Formation of the Agreement

3.1. A request for offer submitted to the Seller by the Buyer, calling for the presentation of an offer for a specific performance shall not constitute an offer of the Buyer within the meaning of the Civil Code.

3.2. Any offer made by the Seller is irrevocable.

3.3. Any costs incurred with respect to the drafting of offers are borne by the Seller.

3.4. Anytime the present General Purchase Conditions refer to the writing form of communication between the Parties, it is understood as both written form and electronic correspondence (e-mail) sent to the address or electronic address indicated in the Agreement. The delivery is understood either as reception of the written document delivered by courier or post or reception of an electronic message (e-mail).

3.5. In case of unsuccessful delivery of the correspondence to the previously known correspondence address of the Seller, it shall be deemed to have been delivered 14 days after documented attempt to deliver by courier or registered mail occurred, unless the change of address can be confirmed in the publicly available official commercial register and the Agreement does not expressly specify the Seller's correspondence address.

### 4. General rules for the supply of goods and provision of services

4.1. All supplied goods and provided services shall comply with applicable laws, the Buyer's requirements and relevant professional and technical standards.

4.2. The Seller, their agents and personnel are required to abide by the Buyer's safety regulations, confidentiality obligations and rules of conduct while on Buyer's property, in addition to all rules and regulations imposed by law.

4.3. The Seller is obliged to maintain a quality control system such as that pursuant to at least EN ISO 9000 et seq. and/or ISO 14001.

4.4. The mere fact of exceeding the time of supply of goods or provision of services by the Seller of all or part of the goods or services results in the Seller being in default and is considered as improper performance of the Agreement.

4.5. In case of total or partial failure or delay in the supply of goods or provision of services at the due date of any amount of goods or any part of services, the Buyer reserves the right to withdraw from the Agreement partially, i.e. in scope of the delayed and remaining part of goods or services, or in whole, i.e. in scope of whole Agreement, including the part of goods already supplied or services already provided, or – alternatively - to order such amount of goods or part of services under the agreement with another contractor at Seller's expense and risks and without any summons being necessary therefore ("**Substitute Performance**"). The above provision does not exclude the application of liquidated damages.

4.6. Without prejudice to the Clause 4.5, the Seller is obliged to inform the Buyer immediately of any delay or foreseeable delay in the performance of the Agreement.

4.7. The Seller is not entitled to suspend their obligation of supply of goods or provision of services if the Buyer

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fails to perform one or more of its obligations, except in the case of delay in payment by the Buyer to the Seller of undisputed receivables exceeding 60 days. In such case the Seller shall be entitled to suspend any action and thus extend the period of supply of goods or provision of services by this period, subject to clause 8.9.

4.8. In order to verify proper performance of the Agreement by the Seller, including fulfilling the quality standards by the Seller, the Buyer is authorized to check the Seller's system by way of quality audits ("Audit") that may be conducted every 4 months. In case of justifiable suspicion of infringement of the Seller's obligations under the Agreement, the time limitation stipulated in the previous sentence does not apply.

4.9. Audits shall be carried out by the Buyer or independent auditor chosen by the Buyer ("Auditor").

4.10. Buyer will inform the Seller about the planned date of Audit, with 7 days prior written notice.

4.11. The Seller is hereby obliged to provide the Auditor with all necessary documentation connected to performance of the Agreement and access to premises used for that purpose.

4.12. The Buyer shall bear the costs of the Audits provided that the Audit does not reveal any infringements or if the revealed breach is not material, that is it neither results in lowering quality of the service/goods provided, manner of thereof, nor causes any danger to whomever. Otherwise the cost of the Audit shall be covered by the Seller. If the Audit reveals any infringement, the Buyer may call the Seller to change/improve the system within additional period set by the Buyer. Upon the ineffective lapse of such period, the Buyer may withdraw from the Agreement.

4.13. If due to supply of goods or provision of services waste products within the meaning of environmental law are generated beyond the packaging, the Seller will be considered a producer of waste, insofar as it is permissible under the Waste Act, and will then have to process or remove such waste at their own expense in accordance with the provisions of environmental law. If it is not permissible to consider the Seller as the producer of waste, they will have to bear the cost of processing and managing of this waste by the Buyer.

4.14. To the furthest extent permitted by legal provisions in force, all environmental law obligations connected to the performance of the Agreement shall be carried out by the Seller and the Buyer shall be exempted from any liability arising therefrom.

### 5. Supply of goods

5.1. Supply of goods should take place in the manner and at the place and time set out in the Agreement and according to the INCOTERMS rule of Delivered Duty Paid as per Incoterms 2020 (ICC Publication N°723). If the time limit is not specified in the Agreement, supply of goods shall be effected immediately after Buyer's request.

5.2. When shipping, the relevant rates, transport and packing regulations of the railway, road transport, sea carriage and air traffic etc. must be observed by the Seller, in particular with respect to any regulations on customs and dangerous goods. In addition, shipping options most favourable for Buyer shall be selected unless Buyer has explicitly given specific instructions on shipping. In case of a doubt, the Seller shall contact the Buyer to determine the details of shipping.

5.3. Along with the supplied goods, the Seller shall provide all documentation concerning the goods, in particular as regards installation, handling and certification.

5.4. The Seller is not allowed to supply the goods sooner than stipulated in the Agreement except with the prior written consent of the Buyer. Should the Seller supply any

goods before the date stipulated in the Agreement, without the abovementioned consent, the early supply shall be at Seller's own risks and the payment of this supply will not be effected before the initial date foreseen in the Agreement.

5.5. Unless otherwise agreed in writing, the Seller is not entitled to make partial supplies. If the execution of partial supplies has been agreed, then supply is, for the purposes of these General Purchase Conditions, also deemed to mean a partial supply.

5.6. The supply is complete at the moment when the goods have been received by or on behalf of the Buyer and the Buyer has signed for supply ("Supply Approval"). Any acceptance of supplied goods by the Buyer shall not constitute a waiver of any right by the Buyer. The Supply Approval does not affect the fact that the goods supplied can be rejected later.

5.7. Where subcontractors are engaged, they shall identify the Seller (not Buyer) as customer in all shipping documents and correspondence between subcontractors and the Seller and shall indicate Seller's order information.

5.8. On the loading units (upwards of 1 metric ton), the unit weight must be affixed in a well visible and permanent manner.

5.9. Only packaging complying with the objectives and requirements of the Polish law, in particular with the Packaging Act in its current version shall be applied and accepted.

5.10. Ownership and risk of goods are transferred to the Buyer at the moment of supply, unless (i) it has been agreed otherwise or (ii) the goods are rejected by the Buyer upon or after supply.

5.11. The Seller guarantees that unencumbered ownership of goods is acquired.

5.12. The Seller waives any retention rights and rights of revendication they may have.

5.13. The Seller has to take out insurance against transit damage, at their own risk and expense.

### 6. Provision of services

6.1. Provision of services must be effected in the manner and at the time as set out in the Agreement. If the time limit is not specified in the Agreement, provision of services shall be effected immediately after Buyer's request.

6.2. Provision of services is completed when the Buyer has confirmed in writing that the services provided have been performed or that the services provided have been approved ("Services Approval"). Any confirmation of completion of provided services by the Buyer shall not constitute a waiver of any right by the Buyer.

6.3. A delay in payment exceeding 90 days is the only valid reason entitling the Seller to terminate the Agreement upon written notice, subject to clause 8.9.

### 7. Subcontractors. Health and safety measures

7.1. The Seller may engage subcontractors to carry out services only upon prior written consent from the Buyer under pain of nullity. The Seller is obliged to impose on any subcontractor all obligations with regard to the tasks assumed and must ensure such compliance with them as they themselves assumed in relation to the Buyer. The Seller is responsible for actions of their subcontractors as for their own.

7.2. The Seller agrees to provide the Buyer with and keep updated a list of all subcontractors engaged by them to provide services to the Buyer on the Buyer's premises, as well as the employees of those subcontractors who will provide services on the Buyer's premises ("Subcontractors List"). By submitting the Subcontractors List to the Buyer, the Seller declares that

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the personnel used by the Seller to perform services for the Buyer is employed in accordance with applicable

laws, including personnel members having current occupational health and safety training, occupational health examination and licenses, if required. The Buyer may, at its own discretion and at any time, require the Seller to present specific documents proving the legality of the employment of its personnel (e.g. health and safety training card, proof of entitlements, etc.) for review.

7.3. The Buyer shall provide to the Seller, and the Seller undertakes to provide to all their subcontractors on behalf of the Buyer information relating to health and safety at work on the Buyer's premises referred to in Article 207<sup>1</sup> of the Labour Code, including, inter alia, risks to the health or life of employees and persons designated for evacuation and first aid ("**Information**"). The Information as referred to in the previous sentence constitute Attachment No. 4 and 5 to this General Purchase Conditions. The Seller further undertakes to collect from all their subcontractors declarations of acquaintance with the Information and undertake to apply it ("**Declarations**") and submit them to the Buyer.

7.4. The Buyer and the Seller, who will provide services on the Buyer's premises, shall conclude an additional agreement concerning, inter alia, the selection of an occupational health and safety coordinator and determination of principles of cooperation in the event of occurrence of threats to health or life of employees ("**EHS Agreement**"), which constitutes Attachment No. 3 to this General Purchase Conditions. Subcontractors engaged by the Seller who will perform work on the Buyer's premises shall join the EHS Agreement by way of unilateral declarations. The Seller shall provide the subcontractors with the content of the EHS Agreement and shall obtain from all the subcontractors and provide them to the Buyer with declarations of declaration of acquaintance with the EHS Agreement and adhesion to the EHS Agreement.

7.5. Proper transmission of the Information by the Buyer to the Seller and conclusion of the EHS Agreement with the Seller should take place immediately after conclusion of the main Agreement on provision of services with the Seller, but no later than 3 days before the planned commencement of the first works directly by the Seller or by their subcontractors on the Buyer's premises.

7.6. If new subcontractors are added during the performance of works, the Seller shall fulfil their obligations described in clauses 7.2-7.4 regarding new subcontractors on their own, i.e. without any obligation on the part of the Buyer to repeat the provision of Information or to add an annex to the EHS Agreement. Each fulfilment of the Seller's obligations referred to in clauses 7.2-7.4 shall take place no later than on the first day of the respective subcontractor performing work on the Buyer's premises.

7.7. Failure to fulfil any of the aforesaid obligations in the time limit regulated in clauses 7.5-7.6 may result in a given subcontractor or their individual employees not listed in the Subcontractors List not being allowed to perform works on the premises of the Buyer, which shall result in Seller being in default. The Seller shall not be liable for the lack of fulfilment of obligations referred to in clauses 7.3 and 7.4 if the Buyer has not provided them with the Information or has not concluded the EHS Agreement with them within the time limit indicated in clause 7.5 due to its fault.

### 8. Prices, Invoices and Payment

8.1. All prices are fixed, lump-sum, not amendable and apply Delivered Duty Paid as per Incoterms 2020 (ICC Publication N°723) and including, inter alia, sound packing material and/or any other costs incurred by the Seller with

respect to the fulfillment of their obligations, unless it has been otherwise agreed in writing. As a rule, the packaging will be considered non-returnable. If the Seller requires the Buyer to return any packaging materials to the Seller, this must be clearly stated on the delivery note accompanying the order concerned, and any such returns shall be at the Seller's expense. No extra charges of any kind will be allowed unless prior written consent is specifically provided by the Buyer.

8.2. The Seller can issue an invoice under condition that the goods supplied or the services provided have been approved, in accordance with clause 5.6 (Supply Approval) or clause 6.2 (Services Approval).

8.3. The Buyer shall pay for the goods supplied or the services provided within 60 (sixty) days after the receipt of correctly issued and addressed complete invoice and any relating documentation, unless otherwise agreed in writing.

8.4. Any payments made by the Buyer that constitute an overpayment or other wrongful act shall be subject to recovery in accordance with Article 411 point 1 of the Civil Code.

8.5. Failure to comply with the requirements relating to invoice data, advice notes and packing lists set out in the Agreement or otherwise agreed, and failure to complete such documents with all necessary data will give the Buyer the right to suspend the Buyer's obligation to pay the Seller.

8.6. Any payment made by the Buyer shall not constitute a waiver of any right by the Buyer.

8.7. The Seller shall comply with all laws concerning VAT and will hold the Buyer exempt for any obligation to pay the VAT and other charges to the extent such VAT or other charges are due to the Seller's noncompliance.

8.8. For invoices issued by the Seller with indication of their PL VAT number, the payment will be done by the Buyer by default under application of the Polish split payment mechanism, regulated by Polish tax regulations, even if in a given situation application of such mechanism is not mandatory.

8.9. The Seller guarantees to be indicated as VAT registered entity on the electronic list within the meaning of VAT Act (VAT whitelist), if applies. Otherwise, no interest is due for the duration of the delay in payment caused by lack of entry of the Seller on the VAT whitelist and the Seller waives the right to claim such interest. The delay does not constitute a right to suspend performance of the Agreement or to terminate it.

8.10. In case of any errors – both formal and substantial - in the invoice issued by the Seller, the Seller shall issue a corrective invoice in accordance with the VAT Act. The Buyer will not take the opportunity of issuing a corrective note in case of formal errors in the Seller's invoice, unless agreed otherwise.

8.11. The Seller shall comply with Buyer's requirement in terms of proof of product origin, especially for the duty exemption cases where Free Trade Agreements are applicable.

8.12. The Buyer declares to consent to the use of electronic invoices by the Buyer in accordance with article 106n of the VAT Act.

8.13. The Seller undertakes to comply with the invoicing instructions published on the Buyer's website at <https://www.umicore.com/storage/main/instrukcja-faktury-umicore-rbm-polska-pl-march-march-20201.pdf>

8.14. In order to conclude any transaction exceeding PLN 500,000.00 the Seller shall, prior to carrying out such transaction, submit to the Buyer a declaration that the actual owner on the part of the Seller within the meaning of the CIT Act is not an entity resident, established or managed in a territory or country applying harmful tax competition.

### 9. Warranty

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9.1. It is known to the Seller that the Buyer markets high-quality products and therefore the Seller warrants (a) that it is legally authorized to sell and deliver the goods to be supplied or the services to be provided, (b) that such goods or services meet the highest quality standards and are free from defective materials and workmanship, (c) that the use or sale of the goods or services will not infringe any third-party patent or other intellectual or industrial property right, (d) that the goods or services are complete with and accompanied by all data and instructions required for correct and safe usage, and (e) that the goods or services will be produced, sold and delivered in compliance with all applicable laws and regulations.

9.2. Furthermore and insofar as the Seller supplies goods or provides services relating to such products, the Seller warrants (a) that the goods to be supplied are merchantable and fit for the purpose contemplated by the Buyer, (b) that the materials used are new and conform to all specifications, including performance specifications required by Buyer or stated by Seller, and (c) when applicable and relevant that the supplied goods are compliant with the Restriction of Hazardous Substances (RoHS) European Directive 2011/65/EU and Commission Delegated Directive (EU) 2015/863 amending Annex II to Directive 2011/65/EU and with the provisions of the European Regulation (EC) n° 1907/2006 of the European Parliament and the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH).

9.3. Furthermore and insofar as the Seller supplies services, the Seller warrants that the services provided will be performed expertly in a good and workmanlike manner and without interruption so that such completed services will be complete, free from faults and defects and in conformity with the following (collectively the "Standards"): (a) all accepted standards and practices customarily provided by an experienced and professional organization rendering the same or similar services, (b) any guarantee, specifications or standards requested by Buyer to Seller, and (c) all applicable laws and regulations. Furthermore, the Seller warrants that they have the necessary authorizations and qualifications and that they will obtain the relevant approvals and decisions required for the provision of this type of services, if any, within the time limits required by the law.

9.4. Any inspections by the Buyer of the goods or services shall not release the Seller from any claim, liability, or obligation. No waiver towards the Seller shall ever extend to the present Warranty.

### 10. Remedies

10.1. In the event that any supplied goods or provided services do not conform to the Seller's representations, commitments and warranties, including those mentioned in Clause 9 (Warranty), even if the defects are detected after Supply Approval or Services Approval, the Buyer shall report the irregularities to the Seller in written and instruct the Seller to rectify the irregularities, in particular by: (i) repairing or replacing the goods, or supplying what is missing or otherwise rectifying such non-conformity at Seller's expense (including any necessary removal, replacement and shipping costs), or (ii) allowing full credit for such non-conforming goods or services ("Instruction").

10.2. If any defect in the supplied goods becomes known to the Seller, the Seller is obliged to inform the Buyer of such defect immediately, not later than within 14 days from detection of such defect, stating:

- a. the type of defect;
- b. the goods affected;
- c. any other information that may be relevant.

The Buyer is then entitled to issue Instruction as mentioned in clause 11.1 above.

10.3. The Buyer is never bound by any period, including those set by the Seller, in which the Buyer should inform the Seller that the goods supplied or the services provided have been rejected or after which the Buyer can no longer lodge a complaint. The article 563 of Civil Code does not apply.

10.4. Within 14 days from receipt of Instruction, or within a specific deadline agreed in writing by the Parties, the Seller shall take such action, as required by the Buyer, at their cost, as is necessary to meet the representations, commitments and warranties and shall bear the expenses of repairing by all other contractors of goods or services destroyed or damaged by such defect or correction by the Seller (if any). Any costs related to this (including cost of repair and disassembly) shall be borne by the Seller.

10.5. If the Buyer does not properly remedy the reported irregularities within the deadline referred to in clause 10.4 above, the Buyer is entitled to engage a permanent or temporary supervisor of the services provided by the Seller, at the Seller's expense.

10.6. In case (i) the rectification of the defects of the goods or services notified by the Buyer is delayed or (ii) the Seller refuses to rectify such notified defects or (iii) the defects cannot be rectified in a way indicated by the Buyer in the Instruction, the Buyer, at its own discretion, may:

- a. reduce the price of the goods or services affected by the defects (either directly or due to the defects of another part of goods or services that were or will be supplied or provided upon the given Agreement),
- b. withdraw from the Agreement in whole or in part,
- c. order Substitute Performance referred to in clause 4.5 at the cost and risk of the Seller or
- d. remove the defect himself at the cost and risk of the Seller.

10.7. The above provision shall not exclude the possibility to claim damages, including liquidated damages.

10.8. In case the defects are significant and may affect the Buyer's final product's safety or functionality and are detected at the stage of manufacturing of the Buyer's products or later, the Buyer can decide, at its sole discretion, on discontinuation of supplies or of the manufacturing of its products, blocking of stocks of products (whether or not at customer's or the Buyer's) and/or a recall. Solely the Buyer is entitled to decide whether any measures and, if so, which of the aforementioned measures, will be taken and how the execution thereof shall take place. Insofar as applicable, the Buyer shall take into account, when taking such decision, that it markets high-quality products and therefore has to protect its reputation. The Seller shall participate in any reasonable way in the execution of such measures and, insofar as the Seller is to blame, bear the costs thereof, without prejudice to the provisions of clause 10.1 and articles 11-12. The Seller is obliged to keep secret any information relating to measures that may or will be taken.

10.9. In case of repair or replacement of the goods or services affected by the defects, the quality assurance period shall run anew in relation to the replaced or repaired element, and in the remaining scope it shall be extended by the period during which the Buyer could not use the goods or services supplied or provided upon the Agreement in accordance with their purpose. In this case, the provisions of these General Purchase Conditions prevail over less favourable quality assurance conditions provided by the Seller, unless expressly stated otherwise in the Agreement.

### 11. Liability

11.1. The Seller is liable for any loss that is



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suffered by the Buyer and/or any subsequent purchasers or users, including – eventually – the consumer of the goods supplied (whether or not processed) due to a failure of the Seller to meet their obligations under the Agreement and General Purchase Conditions and/or due to any act or failure to act by the Seller or by the Seller's staff or any third parties engaged by the Seller. In particular, the Seller shall be liable for any damage resulting from the supply or provision of defective or non-conforming goods or services to the Buyer. The Seller shall be liable for both direct and indirect losses.

11.2. The Seller shall be liable for any loss caused by third parties used by them in the performance of the Agreement, including in particular subcontractors, on a strict liability basis, and therefore may not exempt themselves from this liability even if the Seller shall not be liable for the choice of the subcontractor.

11.3. If, as a result of faulty performance of the Agreement, in particular in case of legal defect in the goods, any entity submits a claim against the Seller, the Seller shall be obliged to release the Buyer from liability to the largest extent possible, in particular to participate in pending proceedings in place of or in addition to the Buyer, to provide the Buyer with all information, as well as to compensate the Buyer for any damage caused thereby, including the costs of legal assistance. If, as a result of such defective actions of the Seller, any person representing the Buyer is sanctioned or any proceedings in this regard are initiated, the Seller shall pay to Umicore the equivalent of the costs incurred by such person, including all the proceedings costs.

11.4. The Seller is obliged to take out sufficient insurance against the losses referred to in article 11.1. This insurance obligation also applies to any means which are in any way used in the execution of the Agreement. The Seller shall have a remark made on their insurance policies that any payout by the insurance company shall be made directly to the Party that effectively suffered the loss. The Seller shall, at the Buyer's first request, allow the Buyer to inspect the relevant policies.

11.5. Neither Buyer nor its employees, authorised representatives and agents are liable to the Seller, their sub-contractors, employees, authorised representatives and/or agents for any damages, including loss of profit and consequential loss unless the damage has been caused by them intentionally. The Buyer and its employees, authorized representatives and agents are not liable to the Seller for any damages caused under the tort law unless legal provisions in force explicitly stipulate otherwise. In any case of establishment of any civil (in particular contract/torts) liability of the Buyer, their employees, authorized representatives and/or agents, except when the damage is caused intentionally, such liability is limited only to actual losses (no loss of profit and/or consequential damages etc.) and in any case shall not exceed the value of 10% of the net value of the latest Agreement in force or PLN 50.000,00 (whichever lower).

### 12. Liquidated damages

12.1. For the Seller's non-performance or improper performance of any non-monetary obligations stipulated in the Agreement or the General Purchase Conditions, unless regulated otherwise, in particular for:

- failure to keep the time limits of supply of goods or provision of services,
- unjustified suspension of the supply of goods or provision of services,
- failure to provide the proof of possessing insurance, performance bond or warranty bond – if any of these measures is required upon the Agreement,
- failure to timely rectify defects found in the supplied goods or provided services,

e. not allowing the Auditor to properly carry on the Audit, f. impeding the Audit or refusal to change/improve the systems of Seller according to clause 4.12.,

g. breach of the confidentiality obligation by the Seller, their employees, officers, agents or subcontractors, the Seller shall pay the Buyer liquidated damages amounting to 0.1% of the net value of any Agreements in force and/or performed within the last 3 months for each commenced day ("Total agreement value").

12.2. For each failure to abide by / each breach of environmental, health and safety regulations, rules of conduct or other rules set in the Agreement, the Seller shall pay the Buyer liquidated damages amounting to PLN 5,000.00.

12.3. For each commenced day of using a personnel or subcontractor not complying with the Agreement and/or this General Purchase Conditions, Seller shall pay the Buyer liquidated damages amounting to PLN 2,000.00 per person (Seller's employee) or per subcontractor.

12.4. In order to impose the liquidated damages, Buyer shall request from the Seller proper performance of the Agreement in writing. After ineffective expiry of 14 days period from the receipt of such written request by the Seller, the Buyer is entitled to impose liquidated damages. The Buyer, at its sole discretion, may indicate longer period for the Seller.

12.5. Notwithstanding the application of liquidated damages, the Buyer may withdraw from the Agreement and the liquidated damages will remain due.

12.6. In case of withdrawal from the Agreement by the Buyer due to non-performance or improper performance of a non-monetary obligation by the Seller, the Seller shall pay the Buyer liquidated damages amounting to 7.5% of the Total agreement value. The liquidated damages for the non-performance or improper performance being the reason of Buyer's withdrawal that were imposed until the moment of withdrawal shall be fully counted against the liquidated damages regulated in this clause. The liquidated damages due to withdrawal from the Agreement are payable after expiry of 14 days period from the moment of receipt by the Seller of the written statement on the withdrawal. Clause 12.4 does not apply.

12.7. The maximum amount of the liquidated damages is 10% of the Total agreement value.

12.8. The Buyer is entitled to assert additional damage claims beyond the liquidated damages stipulated above.

### 13. Intellectual and industrial property rights

13.1. Property rights to all rights related to intellectual or industrial property, in particular works protected by copyright, patents for inventions, utility models, trademarks, rationalisation projects, information on the proper application of inventions, training materials performed, other knowledge and experience of a technical nature, information of an organisational nature concerning production, technological, organisational and other processes, created or developed by the Seller as a result of performing of the Agreement or necessary for the Buyer to properly use the goods supplied by the Seller or the effect of the services provided by the Seller in the manner and for the purpose which is consistent with the relevant Agreement (hereinafter jointly "**Intellectual Property Rights**"), the Seller shall, on the basis of the Agreement, transfer to the Buyer as of the moment of their determination (to the broadest extent possible), without any time or territorial restrictions (i.e. worldwide), not later than at the moment of Supply Approval or Services Approval, without the need for any additional declarations by any of the parties ("**IP transfer**"). Insofar as necessary the Seller shall render full assistance in the creation or the transfer of such rights to the Buyer. Upon the acquisition of the above rights, the Buyer shall also acquire ownership of the medium on which the subject

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matter of the rights has been recorded. The remuneration for the IP transfer for the Seller shall be included in the remuneration for supply of goods or provision of services specified in the Agreement. The Seller confirms to grant, as part of the remuneration specified in the Agreement, the authorisation to use the above-described know-how constituting the Intellectual Property Rights, without time and territorial restrictions, and at the same time undertakes not to use the above-described know-how in a manner detrimental to the legitimate interests of the Buyer, nor to grant authorisations to use the know-how to third parties in a manner detrimental to the legitimate interests of the Buyer.

13.2. The Parties agree that their intention is to grant by the Seller to the Buyer the broadest possible right to freely use and dispose of the Intellectual Property Rights as indicated in these General Purchase Conditions. The Parties confirm that their intention is to establish the scope of the Buyer's rights to Intellectual Property Rights in such a way that the Buyer is entitled to use and dispose of its rights to Intellectual Property Rights as if the Buyer was the owner of those rights. In case given goods and/or services of Seller are not supplied or performed exclusively and specifically for the Buyer's purposes and the transfer of intellectual or industrial property rights referred to in clause 13.1 is not legally possible, in order to ensure that the Buyer is able to properly use the goods or services in the manner and for the purpose which is consistent with the relevant Agreement, the Seller shall, on the basis of the Agreement, transfer to the Buyer a non-exclusive, global and transferable right to use any intellectual or industrial property rights regarding goods and/or services provided by the Seller as of the moment of their determination, not later than at the moment of Supply Approval or Services Approval, without the need for any additional declarations by any of the Parties ("Licence"). The remuneration for the Licence for the Seller shall be included in the remuneration for supply of goods or provision of services specified in the Agreement. The Licence is granted for a fixed term of five years. Unless agreed otherwise in writing, each time Licence term lapses, the Licence shall be automatically granted for consecutive fixed term of five years, within abovementioned remuneration.

13.3. The Buyer shall not be limited by any deadline to distribute the works covered by IP transfer or the Licence. Failure to distribute the works by the Buyer within the time limit specified by the Seller shall in no case result in the transfer of these rights and the rights to the medium on which the works have been recorded back to the Seller or to termination of the Licence.

13.4. IP transfer and granting of the Licence will take place in all fields of exploitation known at the time of transferring the rights, in particular:

- a. within the scope of fixing, reproduction, recording and multiplying the work - producing copies of the work by a specified technique or technology, including printing, reprography, magnetic recording and digital technique, loading, displaying, running, transmitting or storing, the digital and online usage, in multimedia network (including the Internet);
- b. within the scope of circulation of the original or copies on which the work has been recorded including trading the original or the copies on which the work was fixed – introduction to trade, letting for use, exchanging or rental of original or copies, marketing, lending or hiring of the original or copies;
- c. within the scope of distribution of the work in another way – public or private performance, exhibition, display, screening, offering, selling, transferring, licensing and otherwise distributing the work, reproduction, presentation, broadcasting and rebroadcasting, as well as making the work available to the public in such a way that everyone can have access to it in a place and at a

time chosen by themselves;

- d. permanent or temporary reproduction of the work in full or in part, by any means and in any form (by any means necessary to reproduce the work);
- e. translating, adapting, modifying or making any other changes to works;
- f. entering works into computer memory, computer or multimedia network and into databases;
- g. placing works on the market and dissemination of works with the use of the Internet and other data transfer technologies;
- h. merchandising, i.e. using the works for the purpose of placing on the market any goods or services other than the work itself but made with the use thereof;
- i. using the works for promotional and advertising purposes;
- j. using the works to create other works, including their use in other works;
- k. using the works to apply for protection of works at relevant authorities or multilateral organizations.

In case any new fields of use, unknown on the date of this Agreement, appear in future, the Seller shall transfer to the Buyer within the Seller's remuneration under these General Purchase Conditions rights to use and manage Intellectual Property Rights to works on such new fields of use.

13.5. Upon IP transfer or the Licence, the Buyer shall be entitled to exercise derivative copyrights and inventions of Intellectual Property Rights as well as to the disposal and use of such derivative copyrights and inventions of Intellectual Property Rights, such as adaptations, translations or modifications by third parties in all fields of exploitation specified above, together with the right to authorise third parties to exercise derivative rights.

13.6. IP transfer and the Licence include the rights to grant the right of use to (possible) purchasers or other third parties with whom the Buyer has relations in respect of the running of its business.

13.7. In the event of termination (by notice or as a consequence of withdrawal) of the relevant Agreement, the Seller shall be obliged to deliver to the Buyer any medium on which the objects of intellectual and industrial property rights have been recorded, including copies and extracts, as well as any documentation relating to the use of such medium, no later than on the date of termination of the Agreement. Termination of the Agreement shall not apply to this Section 13 of the Agreement unless agreed otherwise in writing.

13.8. The Seller warrants that they (or their employees, subcontractors or third parties) shall not exercise any moral rights related to the work in any way that would prevent the Buyer or other entities authorized by the Buyer from using work. At the same time, the Seller, to the furthest and legally permissible extent, authorises the Buyer to exercise their moral rights on such Intellectual Property Rights.

13.9. The Seller guarantees that the use (including resale) of goods supplied or services provided by the Seller will not infringe any intellectual or industrial property rights or other (property) rights of third parties and shall not infringe any rights of other parties or agreements between the Seller and other parties. The Seller hereby warrants and represents that they are entitled to enter into the Agreement as well as to grant all rights mentioned herein and fulfil all obligations.

13.10. The Seller indemnifies the Buyer against any claims by third parties arising from any infringement on the rights set out in clause 13.1 and 13.2 of these General Purchase Conditions and the Seller shall compensate the Buyer for any ensuing losses. The Seller waives any claim against the Buyer, including any hold-harmless or similar claim, whether known or unknown, contingent, or latent, in any way related to a claim asserted against the Seller or the Buyer for infringement of any Intellectual

## UMICORE POLAND GENERAL PURCHASE CONDITIONS

### Property Rights.

13.11. Insofar as the Buyer makes available to the Seller any means of which the Buyer possesses an intellectual property right, such as but not limited to drawings, sketches, diagrams, specifications, computation notes, engineering documents and other documents relating to the order, the Seller acknowledges that the Buyer is and shall at all times remain the owner of such means and that the Seller shall not obtain any intellectual property rights or industrial property rights or title as regards such means. The Seller shall manage all means referred to in this paragraph at their own risk and expenses and keep them strictly confidential. The Seller commits themselves not to use the means for or have the means used by third parties unless the Seller has been authorized in writing by the Buyer to do so. Article 14 applies mutatis mutandis to any means referred to in this clause.

13.12. The Parties confirm that the IP transfer or the Licence includes the grant of the right to apply for patent protection for inventions based on the Intellectual Property Rights (or constituting a modified/developed Intellectual Property Rights), and in the event that the Buyer submits any applications for granting protection rights for solutions based on or constituting the Intellectual Property Rights, the Seller agrees not to make any claims against the Buyer, including claims for additional remuneration (regardless of the basis of the claim).

13.13. The Buyer is authorized to exploit the Intellectual Property Rights with its identification as an entrepreneur, logo and trademarks.

13.14. The Buyer does not grant or transfer to the Seller any of its rights.

### 14. Confidentiality

14.1. The Seller acknowledges that in the context and/or the execution of this Agreement they may come into possession of confidential information of the Buyer. Such confidential information shall remain the exclusive property of the Buyer and must not be disclosed to any third party or be used in any other way for any purpose other than the execution of the Agreement without prior consent in writing under pain of nullity. The Seller will be held responsible for all damages caused by any breach of the confidentiality obligation by the Seller, their employees, officers, agents or subcontractors in accordance with article 11 (Liability) and 12 (Liquidated damages).

14.2. If the Seller chooses cloud computing as an instrument of data storage, thus exposing the confidential information to a higher risk of evasion and loss of data, hacking and infiltration of network, the Seller shall by this provision ensure the security and the quality of the cloud service used. To this end, the Buyer has the right to ask for data and proof concerning (i) the traceability of data ensured by the provider of the cloud, (ii) the security and the quality of the cloud service used, as well as (iii) the data processing, at the expense of the Seller.

14.3. Also, the Seller shall not disclose any information about their relationship with the Buyer to any third party without express consent from the Buyer in writing under pain of nullity.

14.4. Moreover, it is strictly forbidden for the Seller, or any third party, to take photographs of installations or equipment, even when supplied or set up by the Seller, without prior written consent of the Buyer. In this regard any procedures imposed by the Buyer shall be followed.

14.5. The Seller is obliged to impose the same obligation as referred to in the present article upon its employees or any third parties it engages in the execution of the Agreement. The Seller warrants that such employees / third parties shall not act in breach of the duty of

confidentiality.

### 15. Force majeure

Each Party shall be absolved from liability for any failure or delay in performing their obligations hereunder when occasioned by any cause whatsoever not within the control of the Party relying on such cause and which such Party could not by reasonable diligence have avoided. In the event of force majeure on the part of one of the Parties, the fulfillment of the Agreement shall be suspended for the duration of the force majeure period. The occurrence of force majeure shall be duly documented and notified to the other Party without delay and no later than within 7 days after the occurrence of force majeure, otherwise the right to invoke this circumstance in the future is forfeited. If the situation of force majeure should last longer than fourteen (14) days, the other Party shall have the right to terminate the Agreement with immediate effect and without court intervention by giving notice in writing, without any right to damages arising. Force majeure on the part of the Seller shall in no event be understood to mean: staff shortage, strikes, non-performance by any third party engaged by the Seller, transport problems on the part of the Seller or any third parties engaged by the Seller, failure of equipment, liquidity and/or solvency problems of the Seller or any third parties engaged by the Seller or government measures affecting the Seller.

### 16. Termination of the Agreement

16.1. The Buyer may terminate the Agreement at any time for convenience, in whole or in part, upon written notice.

16.2. The Buyer may, at its own discretion and at any time, terminate or suspend partially or fully the execution of all Agreements between the Parties or to terminate these Agreements partially or fully by giving notice in writing, without court intervention and with immediate effect, without the Buyer being liable to pay any damages, in the event of:

- any breach by the Seller of any provisions of the Agreement;
- insolvency of the Seller, which means the situation when the Seller has lost the ability to meet their due monetary obligations;
- appointment of a trustee, deputy-trustee, temporary court supervisor or receiver (administrator) on the part of the Seller;
- sale or termination of the business of the Seller;
- cancellation of any licenses of the Seller that are required for the execution of the Agreement;
- seizure of a major part of the Seller's business assets.

16.3. Any claims the Buyer may have or come to have against the Seller in the cases referred to above, shall be payable forthwith and in full.

16.4. Buyer is entitled to withdraw from the Agreement in situations indicated in the Agreement and/or General Purchase Conditions. In case of withdrawal, the Agreement shall be considered as not concluded. Whatever has been already rendered by the Parties shall be returned in an unchanged condition, unless the change was necessary within the limits of ordinary management. In case the supplied goods are to be returned to Seller, removal and/or shipping costs shall be borne by the Seller. For services already provided and accepted upon Services Approval and for the use of property, the Seller is entitled to appropriate remuneration.

16.5. In case of termination by notice or withdrawal from the Agreement, on the day the Agreement ends the Seller shall prepare an inventory report of works in progress, secure the interrupted works and notify the Buyer of the

## UMICORE POLAND GENERAL PURCHASE CONDITIONS

possibility of accepting the works. As soon as the works, including works that are done and in progress, are accepted by the Buyer (Supply Approval or Services Approval), the Parties shall prepare and sign the acceptance protocol. In case the works in progress are not accepted, they shall be removed by the Seller.

16.6. In case of termination of the Agreement by either the Buyer or the Seller by notice (except withdrawal), the Buyer shall be obliged to pay for all goods supplied and/or services performed that were approved in accordance with Clause 5.6 (Supply Approval) or 6.2 (Services Approval) or that were approved in the acceptance protocol in accordance with Clause 16.5. In case the Agreement is terminated by notice for the reasons not attributable to the Seller, the Buyer shall also pay for documented costs incurred by the Seller due to acquisition of materials necessary to perform the Agreement with the Buyer, provided that such materials have been acquired before delivery to the Seller (or sending by the Seller to the Buyer) of the notice of termination, which cannot be used by the Seller in the ordinary course of their business and their ownership is transferred to the Buyer (unless expressly waived). If, however, the Agreement is terminated by notice due to Seller's breach of any term or condition, including breach of warranty or delay, then the Seller shall have no claim for refund (except for the goods already supplied and/or services performed that were accepted by the Buyer) and the Buyer shall be entitled to all remedies available at law or in equity.

### 17. No assignment

The Seller undertakes not to cede, assign or otherwise transfer their rights and/or obligations under the Agreement in whole or in part without the prior consent of the Buyer given in writing under pain of nullity. The Buyer will not refuse to give its consent without justified reasons. The Seller hereby consents that Buyer may cede, assign and/or otherwise transfer its rights and/or obligations under the Agreement in whole or in part upon written notice to the Seller. Subject to the previous sentence the Parties unanimously agree that no entity, other than a Party hereto, may demand any rights or benefits under the Agreement from the other Party.

### 18. Buyer's Supplier Code – The Umicore Way and Eco-Friendly Purchasing Guidelines

18.1. Each Seller and any company affiliated with the Seller acknowledges that they have reviewed the Buyer Supplier Code ("The Umicore Way") and agrees that all of their activities shall be conducted in accordance with The Umicore Way. The Buyer may conduct every 4 months an audit or other checks on The Umicore Way compliance either performed by itself or any third party and each Seller shall respond promptly to requests from the Buyer for information relating to compliance with The Umicore Way by it. The Umicore Way can be accessed at the internet address:

<https://www.umicore.com/en/about/the-umicore-way/>

18.2. The Seller undertakes to comply with the Buyer's Eco-Friendly Purchasing Guidelines (Attachment 1), as well as the principles of the Environmental Policy adopted by the Buyer (Attachment No. 6), and to act in accordance with the principles established therein.

### 19. Sustainable Procurement Charter

The Seller shall comply with Sustainable Procurement Charter, published on Buyer's website <https://www.umicore.com/storage/main/umicore-sustainable-procurement-charter-2017.pdf>.

### 20. Personal Data Protection

Rules on processing of personal data shall be described in Attachment No. 2 hereto.

### 21. CE marking

Offered and supplied equipment or other goods shall be compliant with Polish and European Union law requirements defined in the relevant directives or regulations, concerning the CE marking. All documentation as required by law shall be available in Polish. Buyer requires full support during process of risk assessment and certification of group of machines, where applicable.

### 22. Settlement

The Buyer is entitled to deduct from the amounts which it owes for whatever reason to the Seller the amounts which the Buyer or other companies forming part of the Umicore Group can claim for whatever reason from the Seller. The Parties indemnify each other and each other's group companies against claims for payment of amounts which have been deducted on the grounds of the present article.

### 23. Applicable law / Disputes

23.1. The legal relationship between the Buyer and the Seller and any Agreements relating to such legal relationship, shall solely be governed by the law of Poland. The provisions of the United Nations Convention on International Purchase Agreements (CISG, Vienna, 11 April 1980) are not applicable.

23.2. The exclusive place of jurisdiction is the place of registered office of the Buyer, provided that the Buyer shall always be permitted to bring any action or proceeding, against Seller in any other court of competent jurisdiction.

### 24. Large enterprise status

In connection with the obligation arising from Article 4c of the Excessive Payment Delays Act, the Buyer declares that it has the status of a large enterprise within the meaning of Article 4 point 6 of the Excessive Payment Delays Act and Annex I to the Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain types of aid compatible with the internal market in application of Article 107 and Article 108 of the Treaty (EU Official Journal L 187 of 26.06.2014, as amended), (hereinafter: "Annex I to the Regulation").

### 25. Status of the Seller

25.1 In order to enable the Buyer to properly fulfill the obligations imposed on large entrepreneurs by the Act, the Seller is obliged to submit a statement on the size of the conducted enterprise, determined in accordance with Article 4 points 5 and 6 of the Excessive Payment Delays Act and provisions of Annex I to the Regulation, as well as to update this statement in case of a change in the status of the entrepreneur. Notwithstanding the above, in case the Seller is a large enterprise within the meaning of the above -mentioned regulations, the obligation to submit such a declaration results from Article 4c of the Act.

25.2. In accordance with the regulations mentioned in clause 25.1 above, the criteria for assessing the size of the conducted enterprise are the following:

- a. micro-enterprise - employs less than 10 employees and the annual turnover or annual balance sheet total does not exceed EUR 2 million,
- b. small enterprise - employs less than 50 people and has



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- an annual turnover or annual balance sheet total not exceeding EUR 10 million,
- c. medium-sized enterprise - employs less than 250 employees and an annual turnover does not exceed EUR 50 million, or an annual balance sheet total does not exceed EUR 43 million,
  - d. large enterprise - employs at least 250 employees and an annual turnover exceeds EUR 50 million, or an annual balance sheet total exceeds EUR 43 million.
- 25.3. In determining the data referred to in clause 25.1 and 25.2 above, partner or affiliated enterprises within the meaning of Annex I to the Regulation shall also be taken into account.
- 25.4. The criteria indicated in clause and 25.2 above are in accordance with the currently applicable regulations, but are only of an ancillary nature. In case of amendment of the above mentioned regulations, the currently binding provisions should apply to determine the size of the enterprise.

**26. Miscellaneous**

In the event that any provision(s) of the Agreement shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions hereof.

**27. List of attachments**

Attached to these General Purchase Conditions are the following:

- a. Attachment No. 1 - Eco-Friendly Purchasing Guidelines;
- b. Attachment No. 2 - Personal Data Protection;
- c. Attachment No. 3 - EHS Agreement;
- d. Attachment No. 4 - Health and Safety Guidelines for Employees of Third-Party Contractors Performing Work at Umicore Plant in Radzikowice (near Nysa);
- e. Attachment No. 5 - Health and Safety and Environmental Protection Requirements for Contractors Applicable at Umicore Poland Premises;
- f. Attachment No. 6 – Environmental Policy.

## UMICORE POLAND GENERAL PURCHASE CONDITIONS

### Attachment 1 - Eco-Friendly Purchasing Guidelines

#### Purpose

The purpose of these guidelines is to minimize the environmental impact of the Buyer's purchasing activities as part of the Buyer's sustainable business efforts.

#### Guidelines

1. Purchase eco-friendly products whenever possible.
2. It is preferable to purchase products and services that satisfy eco-friendly standards established by the government and widely known organizations.
3. Prioritize products that fulfill requirements for function, quality, and economic feasibility while having less environmental impact in all steps of production (i.e. energy consumption, waste production).
4. If the purchased item has a significant negative impact on the environment, encourage continuous improvement through partnerships with suppliers.
5. Through the Material Safety Data Sheet, confirm whether environmentally harmful substances and prohibited substances are used and identify the environmental risks in advance.
6. When evaluation is possible, consider efforts to save resources and eco-friendly design (e.g., miniaturization, lightweight) and materials when making purchases.
7. Prioritize products that are made with recycled materials or parts, or products that use recyclable materials.
8. Prioritize selection of products that clearly display information on the hazards or dangers associated with the environment, safety, and health, and that disclose the details in a transparent manner.

### Attachment 2 – Personal Data Protection

1. Due to providing services, the Seller may make available to the Buyer personal data which are processed by the Seller as a data controller, such as personal data of persons acting on behalf of the Seller or executing the Agreement including their employees, cooperators etc. Umicore Poland sp. z o.o. shall become controller of such personal data [contact e-mail: Data\_Protection@eu.umicore.com]. The Seller is obliged to inform aforementioned persons about rules of processing personal data by the Buyer stipulated herein.
2. The Buyer processes personal data for the purpose of entering into or performing an Agreement (legal basis for processing of personal data of Seller is necessity for the performance of the Agreement; legal basis for processing of personal data of persons acting on behalf of the Seller is legitimate interest of Buyer or the third party), the Buyer's and affiliated entities' marketing (legal basis for its processing is legitimate interest of Buyer or the third party), for the purpose connected with accounting or taxes (legal basis for its processing are provisions of law) and for the purposes of establishment, exercise or defence of eventual legal claims (legal basis for its processing is legitimate interest of the Buyer).
3. Recipients of personal data made available to the Buyer may be in particular entities performing courier service, accounting, tax consultancy, advisory, marketing, IT services, including, within aforementioned activities, related and affiliated entities as well as entities which may participate in executing Agreement concluded with the Seller, e.g. notaries, advisors, litigation adversaries etc.
4. Personal data shall be kept by the Buyer until the execution of the concluded Agreement, objection to processing of personal data for the purposes of marketing, for the period stipulated by the provisions of law or for the period of limitation of possible claims prescribed by provisions of law, especially by Civil Code

- depending on which of aforementioned terms is longer.
- 5. Person, whose personal data are processed by the Buyer shall have the right of access to his/her data and the right to request its rectification, erasure or restriction of processing, object to the processing of data or to transferring these data to another controller as well as a right to lodge a complaint with President of Office for Personal Data Protection on the terms specified by law.
- 6. Disclosure of personal data by the Seller is as a rule voluntary, but necessary for the performance of an Agreement and other purposes of processing of personal data defined above. In case the disclosure of personal data is obligatory, Buyer shall inform the Seller about the legal basis of such obligation.
- 7. In the scope within which under the Agreement personal data are not made available, Seller as a controller (or processor - in this case it shall be indicated to the Buyer and the personal data shall be further entrusted within the framework of this Agreement) outsources its processing to the Buyer in the scope necessary to perform the Agreement and instruct its processing. In particular set and scope of outsourced data results from Seller's specific actions with regard to the Buyer.
- 8. Buyer as a processor undertakes in particular to:
  - a. process the personal data only on documented instructions from the controller, including with regard also to transfers of personal data to a third country or an international organisation, unless required to do so by provisions of law, in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
  - b. process personal data in compliance with the provisions of law and General Purchase and Conditions exclusively in the scope and for the purposes necessary to perform Agreement for the period of its performance;
  - c. ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - d. take all measures required by provisions of law, in particular implement technical and organisational measures to ensure protection of personal data appropriate to risks and category of protected data, in particular to safeguard data from its disclosure to unauthorised persons, taking it away by unauthorised person, processing in non-compliance with provisions of law as well as alteration, loss, damage or destruction thereof;
  - e. respect the conditions for engaging another processor referred to in sec. 10 and 11 below and provisions of law;
  - f. taking into account the nature of the processing, assist the Seller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Seller's obligation to respond to requests for exercising the data subject's rights stipulated by provisions of law;
  - g. taking into account the nature of processing and the information available to the processor; assists the controller in ensuring compliance with the obligations stipulated by the provisions of law, in the scope prescribed by provisions of law;
  - h. makes available to the Seller all information necessary to demonstrate compliance by the Buyer as a processor of personal data, with the obligations stipulated in the provisions of law and allow for and contribute to audits, including inspections, conducted by the Seller or another auditor mandated by the Seller, on the rules set out in sec. 9 below. Buyer shall immediately inform the Seller if, in its opinion, the instruction given by Seller infringes the provisions of

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- law.
- i. Seller is entitled, not more than once per 18 months, to carry out an inspection of processing personal data by the Buyer, including exclusively control of the appropriate documentation and obtaining necessary explanations concerning provisions hereof. In any event of control, Seller shall deliver to the Buyer written notice of the intention to carry out an inspection, after receiving aforementioned notice Parties undertake to initiate discussions to determine in cooperation the scope and term of carrying out the inspection. Each Party is obliged to hold the discussions in good faith, respecting rightful interests of the other Party. Buyer may refuse to carry out the inspection in whole or in part, including disclosure of specific documents, in particular if the scope or term proposed by Seller may adversely affect the day-to-day operating of the Buyer or may be associated with business secret disclosure. The inspection is permissible only if Seller has a reasonable suspicion concerning infringement of provisions of law or the present attachment by the Buyer. Seller is obliged to demonstrate circumstances justifying their suspicions in the notice of the intention of the inspection delivered to the Buyer. In case the Buyer recognizes demonstrated circumstances as insufficient, it may request from Seller supplementary explanations. Buyer shall not be obliged to comply to Seller's recommendations concerning quality of personal data safeguards or processing of personal data, prepared in the course of inspection or issued in the course of conducted audits.
9. Buyer may entrust personal data entrusted to it according to provisions of General Purchase Conditions to third parties exclusively for the purpose of correct performance of the Agreement, to which Seller hereby gives consent.
10. In case of entrusting mentioned in sec. 9 above, the Buyer shall ensure that the same data protection obligations as set out in General Purchase Conditions are imposed on the third party.
11. After termination or expiry of the Agreement, Buyer, depending on decision of the Seller, undertakes to: immediately return to the Seller or delete in a manner identified in a record all personal data and delete all existing copies thereof, not later than within 30 working days from expiry or termination of the Agreement, unless there is a requirement to store the personal data stipulated by provisions of law.
12. The Seller ensures that making personal data available or entrusting personal data to the Buyer shall each time take place in accordance with provisions of law. For the avoidance of doubt concerning rules regarding Buyer's liability for performing obligations in compliance with the present attachment, General Purchase Conditions shall be applicable. In the scope in which in the course of performing the Agreement concluded with Seller, another entity is contacting the Buyer on instruction from the Seller (in particular company from the same capital group), the Seller declares that this entity has acquainted itself with and accepted General Purchase Conditions in the scope of Attachment No. 2 and provisions connected therewith, which apply to it accordingly (they are, in particular, a basis of making personal data available or entrusting the processing of personal data).

**UMICORE POLAND GENERAL PURCHASE CONDITIONS**

**Attachment 3 – EHS Agreement**

**Porozumienie  
o współpracy w zakresie bezpiecznych i higienicznych  
warunków pracy  
(„Porozumienie”)**

zawarte dnia [data]

w [miejscowość]

pomiędzy:

**Umicore Poland sp. z o.o.** z siedzibą w Radzikowicach,  
adres: Radzikowice 1C, 48-300 Radzikowice,  
nr KRS: 0000739966, NIP: 8992847719, REGON: 38079511400000,  
sąd rejestrowy: Sąd Rejonowy w Opolu, VIII Wydział Gospodarczy  
Krajowego Rejestru Sądowego,  
kapitał zakładowy: 1.352.200.000,00 zł

**reprezentowaną przez:**

[imię i nazwisko] – [funkcja]

oraz

[imię i nazwisko] – [funkcja]

dalej jako: „Usługobiorca” lub „Umicore”

**a**

[ ] z siedzibą w [ ]

adres: [ ]

nr KRS: [ ], NIP: [ ], REGON: [ ]

sąd rejestrowy: Sąd Rejonowy [ ],

kapitał zakładowy: [ ]

**reprezentowaną przez:**

[imię i nazwisko] – [funkcja]

oraz

[imię i nazwisko] – [funkcja]

dalej jako: „Usługodawca”

zwani w dalszej części Porozumienia indywidualnie jako „Strona”  
oraz łącznie jako „Strony”

ZWAŻYWSZY, że:

- (i) Umicore i Usługodawca są Stronami umowy [np. o świadczenie usług] z dnia [ ] (dalej „Umowa”),
- (ii) intencją Stron jest doprecyzowanie warunków współpracy w zakresie zasad bezpieczeństwa i higieny pracy,

Strony zawierają niniejsze Porozumienie o następującej treści:

**§ 1**

1. Na podstawie art. 208 Kodeksu pracy Strony zawierają porozumienie o współpracy w zakresie bezpiecznych i higienicznych warunków pracy, o treści określonej w niniejszym dokumencie.

**Agreement  
on cooperation in the scope of safe and healthy working  
conditions  
(„EHS Agreement”)**

concluded on [date]

in [city]

between

**Umicore Poland sp. z o.o.** with its registered seat in Radzikowice,  
address: Radzikowice 1C, 48-300 Radzikowice,  
KRS No.: 0000739966, NIP: 8992847719, REGON:  
38079511400000,  
register court: District Court in Opole, VIII Commercial Division of the  
National Court Register,  
share capital: PLN 1.352.200.000,00

**represented by:**

[name and surname] – [function]

and

[name and surname] – [function]

hereinafter referred to as: „Ordering Party” or „Umicore”

**and**

[ ] with its registered seat in [ ]

address: [ ]

KRS No.: [ ], NIP: [ ], REGON: [ ]

register court: District Court [ ],

share capital: [ ]

**represented by:**

[name and surname] – [function]

and

[name and surname] – [function]

hereinafter referred to as: „Service Provider”

hereafter referred to separately as a “Party” and jointly as “Parties”

WHEREAS:

- (i) Umicore and the Service Provider are Parties to the agreement [e.g. for the provision of services] of [date] (hereinafter the “Contract”),
- (ii) the intention of the Parties is to clarify the terms of cooperation within the scope of health and safety requirements,

The Parties conclude this EHS Agreement with the following content:

**§ 1**

1. Based on art. 208 of the Labour Code, the Parties conclude an agreement on cooperation in the scope of safe and healthy working conditions, of the content specified in this document.



## UMICORE POLAND GENERAL PURCHASE CONDITIONS

2. Poprzez użycie w niniejszym Porozumieniu słowa „Załoga” rozumie się wszystkie osoby, którymi dla realizacji postanowień Umowy posługują się Strony, bez względu na stosunek prawny łączący taką osobę odpowiednio z Usługobiorcą lub Usługodawcą, tj. zarówno osoby zatrudnione na podstawie umowy o pracę, jak i osoby współpracujące na podstawie umów cywilnoprawnych.
  3. Strony potwierdzają, że w związku z realizacją Umowy zatrudniona przez nich Załoga lub jej część będzie pracować jednocześnie w tym samym miejscu, tj. na terenie zakładu produkcyjnego Usługobiorcy.
  4. W celu zapewnienia Załodze świadczącej pracę w tym samym miejscu bezpiecznych i higienicznych warunków pracy, Strony zobowiązują się do:
    - a. organizacji pracy w sposób zapewniający bezpieczne i higieniczne warunki pracy,
    - b. zapewnienia przestrzegania przepisów i zasad bezpieczeństwa pracy,
    - c. współpracy ze sobą,
    - d. wyznaczenia koordynatora sprawującego nadzór nad bezpieczeństwem i higieną pracy Załogi zatrudnionej w tym samym miejscu, o czym mowa w § 2 Porozumienia,
    - e. ustalenia zasad współdziałania uwzględniających sposób postępowania w przypadku wystąpienia zagrożenia dla życia i zdrowia dla Załogi,
    - f. informowania siebie nawzajem oraz Załogi lub jej przedstawicieli o działaniach w zakresie zapobiegania zagrożeniom zawodowym występującym podczas wykonywanych prac.
  5. Usługodawca oświadcza, że terminowo i zgodnie z prawem reguluje składki na ubezpieczenie wypadkowe za zaangażowanych członków Załogi podlegających ubezpieczeniu wypadkowemu. Dodatkowo, Usługodawca oświadcza, że członkowie Załogi, którymi Usługodawca posługuje się do wykonania usług na rzecz Usługobiorcy są zatrudnieni zgodnie z obowiązującymi przepisami prawa, w tym posiadają aktualne szkolenia BHP, badania medycyny pracy oraz uprawnienia, o ile są wymagane. Usługobiorca może według własnego uznania i w każdym czasie, żądać okazania przez Usługodawcę konkretnych dokumentów potwierdzających legalność zatrudnienia członków Załogi (m.in. karta szkolenia BHP, potwierdzających uprawnienia itp.) do wglądu.
2. By the use of the word "Staff" in this Agreement, the Parties shall understand all persons who the Parties use for the implementation of the Agreement, regardless of the legal relationship between such person and respectively the Ordering Party or Service Provider, i.e. persons employed under a contract of employment and cooperating persons on the basis of civil law contracts.
  3. The Parties confirm that in connection with the implementation of the Agreement, the Staff or part of Staff members employed by them will work simultaneously in the same place, i.e., on the premises of the Ordering Party's plant.
  4. For the purpose of ensuring safe and healthy working conditions for the Staff working in the same place the Parties undertake to:
    - a. organise work in such a manner so as to ensure safe and healthy work conditions,
    - b. ensure that the safety at work rules and regulations are complied with,
    - c. co-operate with each other,
    - d. appoint a co-ordinator to exercise supervision over the health and safety at work of Staff employed in the same place, as referred to in § 2 of the EHS Agreement,
    - e. set out the principles of co-operation, taking into account the types of actions to be taken in the event of threats to the health or life of Staff,
    - f. notify each other and the Staff or their representatives of any actions related to preventing occupational hazards that occur in the course of the work performed.
  5. The Service Provider declares that they pay the accident insurance contributions for the engaged Staff members subject to accident insurance in a timely and lawful manner. In addition, the Service Provider declares that the personnel used by the Service Provider to perform services for the Ordering Party is employed in accordance with applicable laws, including personnel members having current occupational health and safety training, occupational health examination and licenses, if required. The Ordering Party may, at its own discretion and at any time, require the Service Provider to present specific documents proving the legality of the employment of its personnel (e.g. health and safety training card, proof of entitlements, etc.) for review.

### § 2

1. Strony ustalają koordynatora w osobie [\_\_\_], który sprawować będzie nadzór nad bezpieczeństwem i higieną pracy Załogi zatrudnionej w tym samym miejscu.
  2. Strony zastrzegają, że Umicore uprawniony jest do jednostronnej zmiany koordynatora poprzez wyznaczenie nowej osoby do tej funkcji, za przekazaniem Usługodawcy pisemnego oświadczenia.
  3. Usługodawca zobowiązany jest do przekazania wszystkim zaangażowanym podwykonawcom wszelkich zmian w niniejszym Porozumieniu, jak również jednostronnego oświadczenia o wyznaczeniu koordynatora oraz odebrania od podwykonawców oświadczeń o zapoznaniu się ze zmianami i przystąpieniu do Porozumienia w zmienionym zakresie w trybie § 3 ust. 7.
1. The Parties appoint [\_\_\_] to be the co-ordinator who will exercise supervision of the health and safety of Staff employed in the same place.
  2. The Parties reserve that Umicore is entitled to unilaterally change the coordinator by appointing a new person for this function, upon providing the Service Provider with a written statement.
  3. The Service Provider is obliged to provide all subcontractors involved with any changes to this EHS Agreement, as well as with a unilateral statement on the appointment of a coordinator and receive from the subcontractors statements about reading the changes and joining the EHS Agreement in the changed scope pursuant to § 3 sec. 7.

### § 3

Strony ustalają następujące zasady współdziałania i sposoby postępowania, w tym również w przypadku zagrożeń dla zdrowia lub życia:

### § 3

The Parties set forth the following principles of co-operation and methods of action, including those in the event of any threats to the health or life:

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1. Okresowo, według ustaleń Stron, organizowane będą spotkania Stron, w celu omówienia zagadnień dotyczących zagrożeń wypadkowych oraz bezpieczeństwa pracy.
2. Strony postanawiają, iż podstawą wpuszczenia członków Załogi Usługodawcy na teren zakładu Umicore jest:
  - a. odbycie szkolenia z zakresu BHP,
  - b. posiadanie i używanie przez Załogę środków ochrony indywidualnej, odzieży i obuwia roboczego, zgodnie z wymogami dla danego stanowiska pracy,
  - c. zapoznanie z instrukcjami BHP i ppoż. obowiązującymi u Usługobiorcy oraz innymi informacjami, o których mowa w art. 207<sup>1</sup> Kodeksu pracy.
3. Usługodawca będzie wykonywał obowiązki wynikające z Umowy na terenie Umicore wyłącznie przy pomocy Załogi, która spełnia wymagania określone w ust. 2 powyżej oraz w §1 ust. 5 powyżej.
4. Umicore zobowiązuje się do:
  - a. przekazania Usługodawcy instrukcji BHP i ppoż. obowiązujących u Usługobiorcy oraz innych informacji, o których mowa w art. 207<sup>1</sup> Kodeksu pracy, stanowiących Załącznik nr [ ] i [ ] do Umowy („**Informacje**”);
  - b. udostępnienia posiadanych pomieszczeń higieniczno-sanitarnych, z wyłączeniem szatni, oraz środków higieny osobistej;
  - c. udzielania pierwszej pomocy przedlekarskiej na zasadach przyjętych w Umicore.
5. Do obowiązków Usługodawcy należy:
  - a. szkolenie na własny koszt swojej Załogi z zakresu BHP w języku i w sposób zrozumiały dla Załogi;
  - b. wyposażenie na własny koszt swojej Załogi w obuwie robocze, ubranie robocze i środki ochrony indywidualnej, stosownie do zajmowanego stanowiska;
  - c. zapoznanie Załogi z Informacjami uzyskanymi od Kupującego, na własny koszt w języku i w sposób zrozumiały dla swojej Załogi,
  - d. oceny ryzyka zawodowego występującego na stanowiskach pracy członków swojej Załogi na własny koszt,
  - e. przekazanie zaangażowanym przez siebie podwykonawcom Informacji uzyskanych od Kupującego.
6. Jeśli członek Załogi Usługodawcy ulegnie wypadkowi podczas wykonywania usług, postępowanie powypadkowe, w zakresie i zgodnie z zasadami wynikającymi z właściwych przepisów prawa, przeprowadza w całości Usługodawca. Usługobiorca jest zobowiązany udzielać pomocy przedlekarskiej, zgodnie z ust. 4 pkt c powyżej, a także umożliwić Usługodawcy przeprowadzenie postępowania wypadkowego w wymaganym zakresie, w tym np. oględziny miejsca wypadku, jeżeli miał on miejsce na terenie Usługobiorcy lub przesłuchanie świadków wypadku, a także udzielać Usługodawcy wszelkich niezbędnych informacji w związku z postępowaniem powypadkowym.
7. Podwykonawcy zaangażowani przez Usługodawcę do wykonywania Umowy przystępują do niniejszego Porozumienia na
  1. Periodically as per the Parties' arrangements, meetings shall be organised between the Parties in order to discuss any issues relating to accident threats or safety at work.
  2. The Parties agree that the Service Provider's Staff shall only be allowed to enter the Umicore's plant if:
    - a. they have completed health and safety training,
    - b. they have and use personal protection equipment, working clothes and shoes in accordance with the requirements relating to the given job,
    - c. are familiar with fire and health and safety instructions applicable at the Ordering Party, as well as other information referred to in Article 207<sup>1</sup> of the Labour Code.
  3. The Service Provider shall perform their obligations under the Contract at the Umicore's premises solely by using the Staff that meets the requirements set forth in section 2 above as well as §1 sec. 5 above.
  4. Umicore undertakes to:
    - a. provide the Service Provider with fire and health and safety instructions applicable at the Ordering Party as well as other information referred to in Article 207<sup>1</sup> of the Labour Code, as attached in Annex [ ] and [ ] to the Contract ("**Information**");
    - b. provide access to the existing sanitary facilities, excluding changing rooms, and personal care products;
    - c. administer first aid on terms and conditions in place at Umicore.
  5. The Service Provider is obliged to:
    - a. deliver health and safety training to their Staff at their expense in a language and manner understandable for the Staff;
    - b. provide at his expense working shoes, working clothes and personal protection equipment to his Staff, as required by the job performed;
    - c. advise his Staff of the Information obtained from Ordering Party, at their expense in a language and manner understandable for their Staff members,
    - d. assess the occupational risk present at the positions of work of their Staff members at their expense,
    - e. provide the subcontractors engaged by the Service Provider with the Information obtained from Ordering Party.
  6. If a Staff member of the Service Provider has an accident while performing the services, the post-accident proceedings, to the extent and in accordance with the principles resulting from the applicable law, are carried out in full by the Service Provider. The Ordering Party is obliged to provide pre-medical assistance in accordance with section 4 point c above, as well as enable the Service Provider to conduct an accident investigation to the extent required, including, for example, inspection of the scene of the accident if it took place on the Ordering Party's premises, or hearing witnesses of the accident, as well as provide the Service Provider with all necessary information in connection with the accident investigation.
  7. Subcontractors engaged by the Service Provider to perform the Contract shall enter into this EHS Agreement by virtue of a declaration, a specimen of which is attached hereto as Attachment

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mocy oświadczenia, którego wzór stanowi Załącznik nr 1, nie później niż w dniu rozpoczęcia prac przez tych podwykonawców.

No. 1, no later than on the day when such subcontractors commence work.

**Umicore/Ordering Party:**

\_\_\_\_\_  
[name, function]

\_\_\_\_\_  
[name, function]

**Usługodawca/Service Provider:**

\_\_\_\_\_  
[name, function]

\_\_\_\_\_  
[name, function]

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Załącznik nr 1 do Porozumienia / Attachment No. 1 to the EHS Agreement

**Oświadczenie  
o przystąpieniu do Porozumienia  
o współpracy w zakresie bezpiecznych i higienicznych  
warunków pracy**

zawartego przez Umicore sp. z o.o.

oraz [ ]

dnia [ ]

Działając w imieniu **[dane podwykonawcy – min. nazwa, siedziba]**, tj. podmiotu działającego jako podwykonawca **[dane wykonawcy zlecającego prace]** (dalej jako: „**Podwykonawca**”) niniejszym oświadczam, iż **Podwykonawca przystępuje do Porozumienia o współpracy w zakresie bezpiecznych i higienicznych warunków pracy po stronie Usługodawcy.**

W konsekwencji, zobowiązuję się do spełnienia wszystkich opisanych w Porozumieniu obowiązków leżących po stronie Usługodawcy, w zakresie bezpiecznych i higienicznych warunków pracy, wobec członków Załogi Podwykonawcy oraz wobec Usługobiorcy.

Oświadczam ponadto, iż Podwykonawcy zostały przekazane od Umicore informacje, o których mowa w § 3 ust. 4 pkt a, tj. oraz że są dla Podwykonawcy zrozumiałe i będą przez niego stosowane.

**Declaration of  
of entering into the EHS Agreement  
on cooperation on safe and healthy working conditions**

concluded by Umicore sp. z o.o.

and [ ]

on [ ]

Acting on behalf of **[subcontractor's details - min. name, registered office]**, i.e. the entity acting as a subcontractor to **[details of contractor commissioning the work]** (hereinafter referred to as: "**Subcontractor**"), I hereby declare that the Subcontractor enters into the EHS Agreement on cooperation on safe and healthy working conditions on the part of the Service Provider.

As a consequence, I undertake to fulfil all the obligations described in the EHS Agreement on the part of the Service Provider, in terms of safe and healthy working conditions, towards the members of the Subcontractor's Staff and towards the Ordering Party.

I further declare that the Subcontractor has been provided by Umicore with the information referred to in § 3 section 4 (a) and that it is understood and will be used by the Subcontractor.

\_\_\_\_\_  
[miejsce i data / place and date]

\_\_\_\_\_  
[name, function]

\_\_\_\_\_  
[name, function]



**UMICORE POLAND GENERAL PURCHASE CONDITIONS**

**Attachment 4 – Health and Safety Guidelines for Employees of Third-Party Contractors Performing Work at Umicore Plant in Radzikowice (near Nysa)**

**Health and Safety Guidelines for Employees of Third-Party Contractors Performing Work at Umicore Plant in Radzikowice (near Nysa)**

All employees entering the plant must undergo health and safety and environmental protection training which takes approximately 30 minutes. During the training, the following will be checked:

- Validity of documents relating to periodic medical examinations and health and safety training (documents to be provided for review),
- Licences to operate machinery and equipment, e.g. forklift trucks, basket lifts, overhead cranes, etc.,
- Personal protective equipment (visible damage and documentary evidence of inspections, if required, e.g. in the case of harness, shock absorbers),
- Documents confirming the possibility to use any equipment which is subject to approval by the Office of Technical Inspection (UDT) (UDT decision / inspection / sticker).

When entering production areas, our guests must have the following:

- Long-sleeved clothes,
- Reflective vests,
- Safety helmets with chin straps,
- S3 footwear,
- Category 2 cut-resistant gloves,
- Half masks with P3 filters,
- Protective goggles



Note: In the event of any malfunction, e.g. product leakage, employees of third-party contractors must leave their place of work immediately, notifying the owner of the area thereof. Umicore personnel are adequately trained and they become responsible for removing any negative effects of the incident.













In each building, there are first-aid kits with basic supplies to provide first aid in case of emergency. In the event of an accident, a Umicore employee must be notified who will then provide basic first aid and call for further assistance in accordance with internal rules.



Areas of buildings are equipped with visual and audible fire alarm systems. If you notice a fire, activate fire alarm using the manual call point (ROP) button and go to the designated assembly point following instructions from the evacuation coordinator, who is the area owner: usually the leader or manager.

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Please read the following and plan your work so as to take into account the specific risks that exist on site:

Hazard	Preventive Measures
<p>Chemicals used in manufacturing processes</p> <p><b>Nickel, manganese, cobalt and lithium mixture marking:</b></p> <p>Piktogramy określające rodzaj zagrożenia :  </p> <p>Hasło ostrzegawcze : Niebezpieczeństwo</p> <p>Zwroty wskazujące rodzaj zagrożenia : H330 Wdychanie grozi śmiercią. H350 Może powodować raka. H372 Powoduje uszkodzenie narządów (Płuca) poprzez długotrwałe lub wielokrotne narażenie drogą oddechową. H412 Działają szkodliwie na organizmy wodne, powodując długotrwałe skutki.</p> <p><b>Lithium hydroxide marking:</b></p> <p>Piktogramy określające rodzaj zagrożenia :  </p> <p>Hasło ostrzegawcze : Niebezpieczeństwo</p> <p>Zwroty wskazujące rodzaj zagrożenia : H302 Działają szkodliwie po połknięciu. H314 Powoduje poważne oparzenia skóry oraz uszkodzenia oczu.</p>	<p>Mixture of nickel, manganese, cobalt and lithium:</p> <ul style="list-style-type: none"> <li>→ Leak-tight process systems</li> <li>→ Working clothes, long sleeves, half masks with P3 filters, protective gloves (Microflex 93-260 are recommended)</li> </ul> <p>Lithium hydroxide:</p> <ul style="list-style-type: none"> <li>→ Isolated room, with access by authorised personnel only</li> <li>→ Written work permit is required</li> <li>→ Using full body isolation suit, protective hood, and forced air flow system (versaflo) with filters</li> <li>→ Enclosed lithium hydroxide unloading stations</li> <li>→ Protective gloves (ansell 58-270 are recommended)</li> </ul>
<p>Internal transport: The factory makes use of material handling equipment, including forklift trucks, specialised trucks, manlifts and Melex vehicles. In addition, heavy vehicles, i.e. cranes, may move along internal roads due to ongoing construction works.</p> <p> </p>	<ul style="list-style-type: none"> <li>→ Fencing off construction areas</li> <li>→ Wearing vests when moving around the plant</li> <li>→ Fencing off crane and overhead crane operation areas</li> <li>→ Reversing alarms on forklift trucks</li> <li>→ Designated traffic paths</li> </ul>
<p>Noise and electromagnetic fields: 80dB level is exceeded only locally and mostly in technical rooms. Based on measurements of electromagnetic fields, intermediate zones have been designated near the 110kV GIS switchgear and electromagnets on the P4CD building.</p> <p></p> <p> <b>Strefa Pośrednia</b> – obejmująca te obszary, w których przebywanie - powodujące <u>narażenie kontrolowane</u> - jest dopuszczone warunkowo (tj. istnieje konieczność stosowania środków ochrony określonych ze względu na rozpoznane zagrożenia elektromagnetyczne, wynikające z pośrednich skutków oddziaływania pola-EM). Są to miejsca o wartościach natężenia pola elektrycznego od <b>1,0 kV/m</b> do <b>3,3 kV/m</b> i miejsca o wartościach natężenia pola magnetycznego od <b>60 A/m</b> do <b>530 A/m</b>.</p>	<ul style="list-style-type: none"> <li>→ Hearing protectors or earplugs</li> <li>→ Observing limits for working with equipment that emits electromagnetic fields: 8-hour work is possible for intermediate field</li> <li>→ Limitation of time spent in designated zones</li> </ul>
<p>Machine and equipment operations: Moving parts, hazardous energies supplied to them, and manual electrical equipment.</p> <p> </p>	<ul style="list-style-type: none"> <li>→ LOTO system</li> <li>→ Marking of hazardous places</li> <li>→ Proper PPE, e.g. goggles, cut-resistant gloves</li> </ul>



At the same time please be informed that in accordance with the applicable environmental laws all waste generated in the course of works carried out on site must be taken with you and handled in accordance with the applicable laws and regulations.

Waste storage areas and waste materials must be clearly and permanently marked in accordance with the applicable laws and regulations.

Furthermore, please be informed that Umicore does not provide access to its waste containers or bins.

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Hazard pictograms:

Signal word:

Hazard statements: H330

Danger

Fatal if inhaled

H350 May cause cancer

H372 Causes damage to organs (lungs) through prolonged or repeated exposure

H412 Harmful to aquatic life with long lasting effects

Hazard pictograms:

Signal word:

Hazard statements: H302

Danger

Harmful if swallowed

H314 Causes severe skin burns and eye damage

**Intermediate Zone:** includes those areas where presence, resulting in controlled exposure, is authorised only conditionally (i.e., it is necessary to use protective equipment specified according to identified electromagnetic hazards arising from indirect effects of an electromagnetic field). These are the places where the values of electric field strength range from **1.0 kV/m** to **3.3 kV/m**, and places where the values of magnetic field strength range from **60 A/m** to **530 A/m**.

**UMICORE POLAND GENERAL PURCHASE CONDITIONS**

**Attachment 5 - Health and Safety and Environmental Protection Requirements for Contractors Applicable at Umicore Poland Premises**

**Health and Safety and Environmental Protection Requirements for Contractors  
Applicable at Umicore Poland Premises**

1. The Contractor, its employees and subcontractors must attend introductory training where they will be advised of the rules and regulations applicable at Umicore Poland Sp. z o. o. (RBMP).
2. Before commencing any work, the Contractor is obliged to provide detailed information on how the work will be performed. On the basis of the information provided, a Umicore employee will issue a work permit which is necessary to perform the work. The permit will contain the risks and safety rules that must be followed to perform the work.
3. It is the responsibility of the person in charge of the third-party contractor's employees to ensure that no work is commenced or continued without a valid work permit.
4. The Contractor is obliged to carry out any work in accordance with the scheduled dates, while observing the terms and conditions arising from the applicable laws and regulations in the field of occupational health and safety, fire protection, labour law, construction law or environmental protection, and to:
  - plan and coordinate all works to be carried out,
  - provide professional supervision in respect of the work performed,
  - assign only those employees to perform the work who have current certificates from an occupational physician confirming absence of contraindications to work; health and safety training (periodic or pre-employment one, if applicable), corresponding to the type of work performed; and certification of qualifications to perform the work, if required by Polish law,
  - provide the necessary personal protective equipment, depending on the area:
    - a) Production: S3 protective footwear, protective goggles, cut-resistant gloves, safety helmets with chin straps, half masks with P3 filters, clothing with reflective elements,
    - b) Warehouses: S3 protective footwear, safety helmets with chin straps, clothing with reflective elements
  - provide the necessary personal protective equipment, depending on the work performed,
  - provide reflective vests to be worn when moving around the company's premises,
  - comply with legal requirements and regulations relating to environmental protection
  - perform the work in such a manner so as to minimise environmental emissions of: sewage, waste, air pollutants, odours, heat, noise, magnetic fields, and not to cause damage to the environment, including a complete prohibition of dumping waste into containers owned by Umicore or pouring liquid substances into the sewerage system,
  - temporarily store any waste generated in connection with the work performed at Umicore's premises in a separate place in compliance with environmental regulations. Waste storage areas should be separated and marked. Any waste stored therein should be marked at least with a waste code and the contractor's business name,
  - any waste generated as part of the services provided is owned by contractors. The Contractor must ensure that they have their own container for the waste that is generated. Preparation of BDO (Waste Database) documentation and transport of any generated waste, including costs and liability, are the responsibility of the Contractor,
  - immediately notify the person commissioning the work/responsible for the third-party contractor, of any environmental damage caused (including spills), or of any violation of environmental regulations or requirements occurring during the performance of work at Umicore's premises,
  - rectify, at its own expense and liability, all environmental damage or violations of environmental regulations and requirements occurring in connection with the performance of work covered by the agreement at Umicore's premises.
5. The Contractor must maintain the installation site in good order and condition, remove unnecessary materials and waste and, upon completion of performance of the agreement, rectify all faults and clean the surrounding areas from the remains of its own materials and equipment.
6. The Contractor has an obligation to provide a Material Safety Data Sheet, in hard copy or in an electronic format, for any hazardous chemical substance brought on site on the day of commencement of work at the latest. MSDS or summary chemical information relating to the substances used must be available at the chemical storage areas.
7. The Contractor has the right to subcontract some of the work pursuant to Article 647 of the Civil Code. In such a case, the Contractor is liable for any acts or omissions of the subcontractor as for its own acts or omissions. The Contractor is also required to notify and obtain Umicore approval for the subcontractor. Any entities or persons hired by the Contractor must meet the same health and safety and environmental protection requirements at Umicore's premises in Nysa as those imposed on the Contractor.
8. It is prohibited at the company's premises to:
  - bring in or consume alcohol, or take drugs or narcotics while on company grounds, or to come to work after having used alcohol or the above-mentioned substances,



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- smoke tobacco or use e-cigarettes outside of specifically designated areas,
  - perform any work without the required qualifications or licences,
  - perform any work which requires the use of personal protective equipment or technical safety devices without such equipment,
  - disrupt work ,
  - take photographs or make video recordings, or bring image recording devices into production or storage areas,
  - bring in and eat meals in production/storage areas.
9. Work at height:
- Contractors must obtain a written permission to work at height, i.e. work at height permit Contractors must have acceptance reports for scaffolding if it is to be used,
  - Contractors will provide and affix to each scaffold a "Scaffold Safe To Use" sign (green tag), complete with the scaffolding acceptance report, to be written in white letters on green background,
  - all scaffolding being erected or dismantled will have a sign attached to it which reads "Scaffold Unsafe - Do Not Use" (red tag), to be written in black letters on red background. In consultation with Umicore Health, Safety and Environmental Protection Department, another approved scaffold tagging system may be used,
  - It is unacceptable to use frame scaffolding (the so-called "Warsaw" scaffolding),
  - Contractors must provide personal protective equipment for working at height, including personal fall arrest systems, complete with inspection certificates,
  - for any work at height of more than 1m, Faraone-type ladders must be used. If it is not possible, other means of fall protection must be used and approval from Umicore EHS Department must be obtained, if possible,
  - Contractors are prohibited from:
    - standing on the top rungs of a ladder,
    - climbing the scaffolding,
    - leaving tools or materials strewn about at height,
    - throwing tools or materials down from heights,
    - using leaning ladders or A-ladders.
10. Fire-hazardous work:
- Contractors must obtain a written permission to carry out any fire-hazardous work,
  - Contractors are obliged to provide fire fighting equipment required when conducting fire-hazardous work,
  - Contractors are obliged to provide dedicated equipment to separate the area of fire-hazardous work, if required,
  - upon completion of work, one must ensure that the work area is inspected as required by the fire-hazardous work permit – one hour after such completion.
11. Working in enclosed spaces:
- Contractors are prohibited from entering tanks, wells or other confined spaces without a valid permit to do so,
  - Contractors have an obligation to assign personnel who are trained in working in confined spaces, including in providing assistance to safely enter an enclosed space,
  - Contractors are prohibited from working alone in enclosed spaces,
  - before entering an enclosed space, workers are obliged to measure the temperature, humidity and concentration of oxygen and dangerous gases.
12. Work involving production equipment/machinery:
- Contractors must obtain written permission to conduct work using the Lock Out Tag Out (LOTO) system,
  - in accordance with LOTO permit, the person in charge of the third-party contractor's activities must place his/her own lock and tag alongside those of a Umicore employee.
13. Work involving power supply systems:
- Contractors must obtain written permission for any electrical work that is to be performed at voltages higher than 24V,
  - Contractors provide appropriate PPE and insulated tools, if required.
14. Failure to comply with health and safety rules.
- the Supplier acknowledges that specific internal procedures are in place at the Umicore RBMP plant, including those relating to health and safety and fire protection. Violation of these rules will result in the use of a disciplinary process:

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*Disciplinary Process*

Warning Level	First	Second	Third
Examples of Misconduct	<ul style="list-style-type: none"> <li>Failure to use basic PPE, e.g. protective gloves, helmets, vests</li> <li>No appropriate work clothing to perform a given task</li> <li>Failure to fence off work areas where there is a risk to third parties</li> <li>Working area is untidy</li> <li>Parking vehicles in places other than the designated ones</li> <li>Using A-ladders in breach of the regulations</li> <li>Storing materials and/or waste in places other than the designated ones and in a manner which poses additional threats or hazards; littering</li> <li>Failure to comply with the principle of municipal waste separation applicable on site</li> <li>Obstructing escape routes</li> <li>Working without a valid work permit</li> <li>Smoking outside of designated areas</li> </ul>	<ul style="list-style-type: none"> <li>Failure to use, or using invalid PPE (specialist PPE), where required, e.g. safety harness, fall arresters</li> <li>Using defective tools or other equipment. Using tools or other equipment for purposes other than their intended use</li> <li>Using leaning ladders in breach of the regulations</li> <li>Pouring chemical residues, including oil, glycol, etc. into storm water drainage wells or sinks</li> <li>Throwing waste generated as a result of construction, renovation or modernisation services into containers owned by Umicore</li> <li>Performing fire-hazardous work without fire extinguishers or blankets</li> <li>Performing hazardous work without proper permit</li> <li>Repeatedly violating health and safety rules and regulations assigned to the first level warning</li> </ul>	<ul style="list-style-type: none"> <li>Driving around the company's premises in vehicles that are not in good working order or do not have the relevant documents, e.g. Office of Technical Inspection (UDT) documents</li> <li>Being under the influence of alcohol or other psychoactive substances, or consuming them while at the company's premises</li> <li>Failure to report an accident at work</li> <li>Working without LOTO, when required</li> <li>Bypassing machine guards/security devices</li> <li>Smoking outside of designated areas, near flammable materials</li> <li>Working at height without protection, climbing onto equipment structures</li> <li>Storing flammable materials near heat sources</li> <li>Repeatedly violating health and safety rules and regulations assigned to the second level warning</li> </ul>
Incident Escalation	Verbally to the worker	Verbally to site manager or company manager	Verbally or in writing to the company manager
Consequences	<ul style="list-style-type: none"> <li>Immediate implementation of preventive measures</li> </ul>	<ul style="list-style-type: none"> <li>Interruption of work</li> <li>Immediate implementation of preventive measures</li> <li>Re-training the person in Umicore health and safety rules</li> </ul>	<ul style="list-style-type: none"> <li>Interruption of work</li> <li>Permanent prohibition of entry for the person violating health and safety or environmental rules and regulations</li> </ul>

**UMICORE POLAND GENERAL PURCHASE CONDITIONS****Attachment 6 – Environmental Policy****ENVIRONMENTAL POLICY**

Umicore Poland Sp. z o.o., subscribing to the corporate guidelines, taking into account the context of the organisation, the specifics of the risks and opportunities, the organisation's objectives, the business profile and legal compliance obligations, is oriented towards continuous improvement of the Environmental Management System, including ensuring a high level of care for the for the environment.

We declare to minimise our impact on the environment through appropriate management aimed at continuously improving our performance and taking appropriate improvement measures in all areas:

1. The quality and quantity of waste water generated
2. Water consumption for industrial purposes
3. Emissions to the environment
4. Waste generation
5. Minimising the environmental footprint

**Umicore Poland Sp. z o.o undertakes to:**

1. Comply with legal requirements in the area of environmental protection, occupational health and safety as well as meeting corporate environmental standards and other commitments made
2. The prevention of environmental incidents and the elimination of environmental hazards and risks at the project planning stage and the application of environmentally friendly solutions respecting business ethics
3. To apply the precautionary principle for the prevention of major industrial accidents and, should they occur, to respond appropriately to the situations which arise
4. Protecting the environment as part of our processes through continuous improvement in terms of, inter alia, minimising the quantity and quality of waste water generated, rational energy consumption, reducing waste, reducing emissions, including optimising our carbon footprint
5. Implement a system to build awareness and a sense of responsibility among employees in the area of environmental protection and to develop their competencies and qualifications, in order to support the idea of sustainable development
6. Preservation of natural resources through optimisation of production processes, recovery of secondary raw materials and adherence to best available techniques
7. Provide adequate resources to implement environmental policy

It is the responsibility of the management of the Umicore Poland site in Nysa and of each employee to fulfil the above commitments by making efforts to meet the environmental objectives set.

The company's Board of Directors communicates this policy to all employees, customers and Business Partners and requires them to implement the provisions.

RBM Poland Site Manager  
Dariusz Jurczak



SVP Operations RBM  
Frank Streignart



EVP RBM  
Ralph Kiessling

