UMICORE BATTERY MATERIALS POLAND GENERAL PURCHASE CONDITIONS

Umicore Services Poland

1. Definitions

In these General Purchase Conditions the following definitions apply:

Buyer: Umicore Services Poland sp. z o.o. with its registered office in Wrocław, Świdnicka street 40, 50-024 Wrocław, Poland, registered in the register of entrepreneurs of National Court Registry dla District Court Wrocław-Fabrycznej in Wrocławiu, VI Commercial Department of the National Court Registry under (KRS) No.: 0001031733, NIP: 8992958198, REGON: 525130199, share capital in the amount of PLN 50 000,00.

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 Purchase Conditions form an integral part.

Parties: The Buyer and the Seller.

Party: The Seller or the 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, 1964 - Civil Code (Journal of Laws of 1964, No. 16, item 93, as amended).

Waste Act: Act of December 14, 2012, on Waste (Journal of Laws of 2013, item 21, as amended).

Packaging Act: Act of June 13, 2013, on the Management of Packaging and Packaging Waste (Journal of Laws of 2013, item 888, as amended).

Labor Code: Act of June 26, 1974 - Labor Code (Journal of Laws of 1974 No. 24, item 141, as amended).

VAT Act: Act of March 11, 2004, on the Tax on Goods and Services (Journal of Laws No. 54, item 535, as amended).

VAT Act: Act of March 11, 2004 – Act on tax on goods and services ((Journal of Laws of 2004, No. 54. Item 535, as amended)

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

Excessive Payment Delays Act: Act of March 8th, 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 submitted by the Seller is irrevocable.

3.3. All costs associated with preparing offers shall be 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.

3.6. The Buyer's acceptance of the Seller's submitted offer occurs upon the generation of a purchase order in the Buyer's ERP system (e.g., SAP Ariba). The Seller has 2 business days to reject the order or submit comments. In the absence of such comments within the specified time limit, the order shall be deemed accepted for fulfillment. A purchase order sent in this manner is equivalent to a contract within the meaning of these General Terms and Conditions.

4. General Rules for the Delivery 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 or other entity within the Umicore Group safety regulations, confidentiality obligations and rules of

conduct while on Buyer's property or other entity within the Umicore Group, in addition to all rules and regulations imposed by law.

4.3. The Seller is advised to maintain a quality control system corresponding at least to ISO 9001 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. Any changes to the agreed delivery dates require mutual agreement of both parties in documentary form.

4.7. The Seller shall not have the right to suspend its obligation to deliver goods or provide services in the event of the Buyer's failure to perform one or more of its obligations, except in the case of a delay exceeding 60 days in the Buyer's payment of undisputed amounts due to the Seller. In such a case, the Seller shall be entitled to suspend all activities and, consequently, to extend the delivery deadline for the goods or the provision of services by the aforementioned period, subject to Section 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 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 No. 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 may not deliver the goods earlier than provided for in the Agreement, unless the Buyer has given prior written consent. If the Seller delivers the goods before the date specified in the Agreement without such consent, the early delivery shall be at the Seller's own risk, and payment for such delivery shall not be made before the original date specified 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.

7.1. The Seller may subcontract the performance of services to subcontractors only with the Buyer's prior written consent, which must be in writing to be valid. The Seller is obligated to impose on each subcontractor all obligations pertaining to the assigned tasks and to ensure their performance to the extent to which the Seller itself has assumed such obligations toward the Buyer. The Seller is liable for the actions of its subcontractors as if they were its own.
7.2. The Seller agrees to provide the Buyer with, and to keep updated, a list of all subcontractors engaged by the Seller to provide services to the Buyer on the Buyer's premises, as well as a list of the employees of such subcontractors who will provide services on the Buyer's premises or premises of other entity within the Umicore Group ("List of Subcontractors"). By submitting the Subcontractor List to the Buyer, the Seller represents that the personnel the Seller uses to perform services for the Buyer have been hired in accordance with applicable law, including that such personnel have current occupational safety and health training, occupational health examinations, and the appropriate certifications, if required. The Buyer may, at any time and at its sole discretion, request that the Seller provide certain documents confirming the legality of its personnel's employment (e.g., health and safety training cards, proof of certification, etc.) for inspection.
7.3. If new subcontractors are added during the performance of works, the Seller shall fulfil their obligations described in clauses 7.2 regarding new subcontractors on their own, i.e. without any obligation on the part of the Buyer to repeat the provision of Information. Each fulfilment of the Seller's obligations referred to in clauses 7.2 shall take place no later than on the first day of the respective subcontractor performing work on the Buyer's premises or premises of other entity within the Umicore Group.
7.4. 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 Payments

8.1. Unless otherwise agreed in writing, all prices are fixed lump-sum prices, are not subject to change, and are determined under "Delivered At Place" (DAP) terms in accordance with Incoterms 2020 (International Chamber of Commerce (ICC) Brochure No. 723) and include, among other things, proper packaging and/or any other costs incurred by the Seller in connection with fulfilling its obligations. As a general rule, packaging shall be considered non-returnable. If the Seller requires the Buyer to return any packaging materials, this must be explicitly stated on the delivery note accompanying the order in question, and any such returns shall be at the Seller's expense. No additional charges are permitted unless the Buyer has given its express prior written consent.
8.2. The Seller may issue an invoice provided that the delivered goods or performed services have been accepted in accordance with Section 5.6 (Acceptance of Delivery) or Section 6.2 (Acceptance of Services).
8.3. Unless otherwise agreed in writing, the Buyer shall pay for the delivered goods or services rendered within 60 (sixty) days from the date of receipt of a complete, properly issued, and addressed invoice and all related documentation.
8.4. Any payments made by the Buyer that constitute an overpayment or other error shall be refunded, as they were made subject to a reservation of repayment, under compulsion, or in performance of an invalid legal act, in accordance with Article 411(1) of the Civil Code.
8.5. Failure to meet the requirements regarding the information on the invoice, shipping notice, or itemized cargo specification, as set forth in the Agreement or otherwise agreed upon, and failure to include all necessary information

in the aforementioned documents entitles the Buyer to suspend its obligation to pay the Seller.
8.6. No payment made by the Buyer shall constitute a waiver of any of its rights.
8.7. The Seller shall comply with all regulations regarding VAT and shall exempt the Buyer from the obligation to pay VAT and other charges to the extent that such VAT or other charges result from the Seller's failure to comply with the law.
8.8. In the case of invoices issued by the Seller indicating a PL VAT number, payment will be made by the Buyer by default using the Polish split-payment mechanism, as regulated by Polish tax laws, even if the application of such a mechanism is not mandatory in a given situation.
8.9. The Seller warrants that it is listed on the electronic register of entities registered as VAT taxpayers within the meaning of the VAT Act (VAT white list), if applicable. Otherwise, interest for the period of delay in payment caused by the Seller's failure to be listed on the VAT white list shall not be due, and the Seller waives the right to demand such interest. A delay does not entitle either party to suspend performance of the Agreement or to terminate it.
8.10. If any errors - whether formal or substantive - are found in an invoice issued by the Seller, the Seller shall issue a corrective invoice in accordance with the VAT Act. Unless otherwise agreed, in the event of formal errors in the Seller's invoice, the Buyer shall not exercise the option to issue a corrective note.
8.11. The Seller shall comply with the Buyer's requirements regarding proof of the product's origin, particularly in cases of customs duty exemptions where free trade agreements apply.
8.12. The Seller hereby declares that it consents to the Buyer's use of electronic invoices in accordance with Article 106n of the VAT Act.
8.13. The Seller undertakes to comply with the invoice issuance guidelines 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 a transaction with a value exceeding 500,000.00 PLN, the Seller shall submit to the Buyer - prior to the transaction - a statement that the actual owner on the Seller's side, as defined by the CIT Act, is not an entity having its place of residence, registered office, or place of management within the territory or in a country engaging in harmful tax competition.

9. Warranty

9.1. The Seller is aware that the entities within the Umicore Group markets high-quality products; therefore, the Seller warrants that (a) it is legally authorized to sell and deliver the goods to be supplied or the services to be provided, (b) the aforementioned goods or services meet the highest quality standards and are free from defects in materials or workmanship, (c) the use or sale of the aforementioned goods or services will not infringe any patent or other intellectual or industrial property right of any third party, (d) the goods or services are complete and are accompanied by all data and instructions required for their proper and safe use; and (e) the goods or services will be manufactured, sold, and delivered in compliance with all applicable laws.
9.2. Furthermore, to the extent that the Seller supplies goods or provides services related to such products, the Seller warrants that (a) the goods supplied are fit for sale and suitable for the purpose intended by the Buyer, (b) the materials used are new and comply with all specifications, including performance specifications required by the Buyer or specified by the Seller, and (c) where applicable, the goods supplied comply with Directive 2011/65/EU on the restriction of the use of certain hazardous substances (RoHS) and Commission Delegated Regulation (EU) 2015/863 amending Annex II to Directive 2011/65/EU, as well as with the provisions of Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of December 18, 2006, concerning the Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH).
9.3. Furthermore, to the extent that the Seller provides services, the Seller warrants that the services will be performed competently, properly, professionally, and without interruption, so that the completed services are complete, free from defects and faults, and in compliance with the following standards (collectively referred to as "Standards"): (a) all accepted standards and practices customarily followed by an experienced and professional organization providing the same or similar services, (b) all warranties, specifications, or standards requested by the Buyer from the Seller, and (c) all applicable laws. Furthermore, the Seller warrants that it possesses the necessary authorizations and qualifications and that it will obtain any relevant permits and approvals required to provide such services within the timeframes required by law.
9.4. Any inspections of goods or services conducted by the Buyer shall not relieve the Seller of any claims, liability, or obligations. No waiver of rights against the Seller shall ever extend to this Warranty.

10. Remedies

10.1. In the event that any goods delivered or services performed do not conform to the Seller's representations, obligations, or warranties, including those set forth in Section 9 (Warranty), even if the defects are discovered after Acceptance of Delivery or Acceptance of Services, the Buyer shall notify the Seller of the defects in writing and instruct the Seller to remedy them, in particular by: (i) repairing or replacing the goods, supplying missing items, or otherwise remedying such nonconformity at the Seller's expense (including all necessary costs of repair, replacement, and shipping); or (ii) granting a full refund for such non-conforming goods or services ("Instruction").
10.2. If the Seller becomes aware of any defect in the delivered goods, the Seller is obligated to immediately, no later than 14 days from the discovery of the defect, notify the Buyer thereof, specifying: a. the nature of the defect; b. the goods to which the defect relates; c. any other relevant

information. The Buyer shall then be entitled to issue the Instruction referred to in Section 10.1 above.
10.3. The Buyer is not bound by any deadline, including a deadline set by the Seller, within which the Buyer must notify the Seller of the rejection of the delivered goods or services rendered or after the expiration of which the Buyer may no longer file a complaint. Article 563 of the Civil Code does not apply.
10.4. Within 14 days of receiving the Instruction or within a specific timeframe agreed upon by the Parties in writing, the Seller shall, at its own expense, take such actions as required by the Buyer and necessary to fulfill its obligations, representations, or warranties, and shall bear the costs of repairs performed by all other contractors with respect to goods or services destroyed or damaged by such defect or any correction made by the Seller. All costs associated therewith (including repair and disassembly costs) shall be borne by the Seller.
10.5. If the Seller fails to properly remedy the reported defects within the timeframe specified in Section 10.4 above, the Buyer is entitled to engage a permanent or temporary supervisor to oversee the services provided by the Seller, at the Seller's expense.
10.6. In the event that (i) the rectification of defects in the goods or services reported by the Buyer is delayed, or (ii) the Seller refuses to rectify the reported defects, or (iii) the defects cannot be rectified in the manner specified by the Buyer in the Instruction, the Buyer, at its sole discretion, may: a. reduce the price of the goods or services affected by the defects (either directly or due to defects in another part of the goods or services that have been or will be delivered or performed under the relevant Agreement), b. withdraw from the Agreement in whole or in part, c. order substitute performance as referred to in Section 4.5 at the Seller's expense and risk, or d. rectify the defect on its own at the Seller's expense and risk.
10.7. The foregoing provision does not preclude the right to seek claims for damages, including contractual penalties.
10.8. In the event of repair or replacement of defective goods or services, the quality warranty period shall recommence with respect to the replaced or repaired item, and shall be extended for the remainder of the period during which the Buyer was unable to use the goods or services delivered or performed under the Agreement in accordance with their intended purpose. In such a case, the provisions of these General Terms and Conditions of Purchase shall take precedence over any less favorable quality warranty terms provided by the Seller, unless the Contract expressly provides otherwise.

11. Liability

11.1. The Seller is liable for any losses incurred by the Buyer and/or subsequent purchasers or users, including - ultimately - the consumer of the delivered goods (whether processed or not) - due to the Seller's failure to fulfill its obligations under the Agreement and these General Terms and Conditions of Purchase and/or due to any act or omission on the part of the Seller, its employees, or third parties engaged by the Seller. In particular, the Seller shall be liable for any damages resulting from the delivery to the Buyer of defective or non-conforming goods or services. The Seller shall be liable for both direct and indirect losses.
11.2. The Seller is liable for any losses caused by third parties it engages in the performance of the Agreement, including, in particular, subcontractors, on the basis of strict liability; therefore, the Seller cannot be relieved of this liability, even if it is not responsible for the selection of the subcontractor.
11.3. If, as a result of defective performance of the Contract - in particular in the event of a legal defect in the goods - any party files a claim against the Buyer, the Seller is obligated to indemnify the Buyer to the fullest extent possible, including, in particular, participating in any pending proceedings in place of or alongside the Buyer, providing the Buyer with all necessary information, and compensating the Buyer for any resulting damages, including legal fees. If, as a result of the Seller's aforementioned wrongful acts, any person representing the Buyer is penalized or any proceedings are initiated in this regard, the Seller shall pay Umicore the equivalent of the costs incurred by such person, including all litigation costs.
11.4. The Seller is obligated to obtain adequate insurance against the losses referred to in Section 11.1. This insurance obligation also applies to any assets that will be used in any way in the performance of the Agreement. The Seller shall include a notation on the insurance policies stating that any payments will be made by the insurance company directly to the Party that actually sustained the loss. The Seller shall, upon first request by the Buyer, grant the Buyer access to the relevant policies.
11.5. Neither the Buyer nor its employees, authorized representatives, or agents shall be liable to the Seller, its subcontractors, employees, authorized representatives, and/or agents for any damages, including lost profits and consequential damages, unless such damages were caused by them intentionally. The Buyer, its employees, authorized representatives, or agents shall not be liable to the Seller in tort for any damages caused, unless applicable law expressly provides otherwise. In any case where civil liability (in particular, contractual or tort liability) arises on the part of the Buyer, its employees, authorized representatives, and/or agents - except where the damage was caused intentionally - such liability is limited exclusively to actual losses (excluding lost profits and/or consequential damages, etc.) and shall in no event exceed 10% of the net value of the last valid Agreement or the amount of 50,000.00 PLN (whichever is lower).

12. Liquidated damages

12.1. In the event of the Seller's failure to perform or improper performance of any obligations of a non-monetary nature specified in the Agreement or in the General Terms and Conditions of Purchase, unless otherwise provided for, including in particular for: a. failure to meet delivery deadlines for goods or service performance; b. unjustified

suspension of the delivery of goods or the performance of services; c. failure to provide proof of insurance, a performance bond, or a warranty bond - if the Agreement requires any of the aforementioned measures; d. failure to remedy, within the prescribed time, defects found in the delivered goods or performed services; e. failure to allow the Auditor to properly conduct the Audit; f. obstructing the Audit or refusing to modify or improve the Seller's systems in accordance with Section 4.12; g. a breach of the confidentiality obligation by the Seller, its employees, members of management, agents, or subcontractors, the Seller shall pay the Buyer a contractual penalty in the amount of 0.5% of the net contract value for each day or portion thereof ("Total Contract Value").

12.2. For each instance of non-compliance with or violation of environmental protection regulations, occupational safety and health regulations, rules of conduct, or other rules set forth in the Agreement, the Seller shall pay the Buyer a contractual penalty in the amount of 5,000.00 PLN.

12.3. For each day or part thereof that the Seller uses personnel or a subcontractor in violation of the Agreement and/or these General Terms and Conditions of Purchase, the Seller shall pay the Buyer a contractual penalty of 2,000.00 PLN per person (Seller's employee) or per subcontractor.

12.4. In order to impose a contractual penalty, the Buyer shall issue a written demand to the Seller to properly perform the Agreement. Upon the fruitless expiration of 14 days from the Seller's receipt of the aforementioned written demand, the Buyer is entitled to impose contractual penalties. The Buyer, in its sole discretion, may grant the Seller a longer period.

12.5. Notwithstanding the application of contractual penalties, the Buyer may terminate the Agreement, and the contractual penalties shall remain due.

12.6. If the Buyer withdraws from the Agreement due to the Seller's failure to perform or improper performance of a non-monetary obligation, the Seller shall pay the Buyer a contractual penalty equal to 7.5% of the Total Contract Value. Contractual penalties accrued up to the time of termination due to non-performance or improper performance of the obligation constituting the basis for the Buyer's termination shall be credited in full toward the contractual penalties provided for in this section. Contractual penalties due as a result of withdrawal from the Contract are payable 14 days after the Seller receives a written notice of withdrawal. Section 12.4 does not apply.

12.7. The maximum amount of contractual penalties is 15% of the total contract value.

12.8. The Buyer is entitled to assert additional compensation for damages in excess of the contractual penalties specified above.

13. Intellectual and Industrial Property Rights

13.1. Property rights to all rights related to intellectual or industrial property, in particular copyrighted works, patents for inventions, utility models, trademarks, improvement proposals, information on the proper application of inventions, prepared training materials, other technical knowledge and experience, and organizational information concerning production, technological, organizational, and other processes, created or developed by the Seller as a result of the performance of the Agreement or necessary for the Buyer's proper use of the goods delivered by the Seller or the results of the services provided by the Seller in a manner and for a purpose consistent with the relevant Agreement (hereinafter collectively referred to as "Intellectual Property Rights") shall be transferred by the Seller to the Buyer under the Agreement upon their establishment (to the fullest extent possible), without any time or territorial restrictions (i.e., throughout the world), no later than upon Acceptance of the delivery or Acceptance of the services, without the need for any additional declarations by either party ("transfer of IP"). To the extent necessary, the Seller shall provide full assistance in establishing or transferring such rights to the Buyer. Upon acquiring the aforementioned rights, the Buyer shall also acquire ownership of the medium on which the subject matter of such rights has been recorded. The consideration for the transfer of IP due to the Seller shall be included in the consideration for the delivery of goods or the provision of services specified in the Agreement. The Seller confirms that it grants - as part of the consideration specified in the Agreement - an authorization to use the know-how described above, which constitutes Intellectual Property Rights, without any time or territorial restrictions, and at the same time undertakes not to use the aforementioned know-how in a manner that would harm the Buyer's legitimate interests, nor to grant third parties authorization to use the know-how in such a manner.

13.2. The Parties agree that it is their intention for the Seller to grant the Buyer the broadest possible right to freely use and dispose of the Intellectual Property Rights specified in these General Terms and Conditions of Purchase. The Parties confirm that it is their intention to define the scope of the Buyer's rights to the Intellectual Property Rights in such a way that the Buyer is entitled to use and dispose of its rights to the Intellectual Property Rights as if the Buyer were the owner of those rights. In the event that the Seller's specific goods and/or services are not supplied or performed exclusively and specifically for the Buyer's needs, and the transfer of intellectual or industrial property rights referred to in Section 13.1 is not legally possible, in order to ensure that the Buyer can properly use the goods or services in a manner and for a purpose consistent with the relevant Agreement, the Seller shall, pursuant to the Agreement, grant the Buyer a non-exclusive, global, and transferable right to use all intellectual or industrial property rights relating to the goods and/or services provided by the Seller from the moment they are established, no later than upon Acceptance of Delivery or Acceptance of Services, without the need for any additional declarations by either Party ("License"). The Seller's compensation under the License shall be included in the compensation for the delivery of goods or the provision of services specified in the Agreement. The License is granted for a fixed term of five years. Unless otherwise agreed in

writing, upon the expiration of each term of the License, the License shall be automatically renewed for another fixed term of five years, as part of the aforementioned compensation.
13.3. The Buyer is not subject to any time limit regarding the distribution of works covered by the transfer of IP or the License. The Buyer's failure to distribute the works within the timeframe specified by the Seller shall in no event result in the termination of the License or the reversion of the aforementioned rights and the rights to the medium on which the works are recorded back to the Seller.
13.4. The transfer of IP and the grant of the License shall apply to all fields of exploitation known at the time of the transfer of rights, including in particular:

- a. with respect to the fixation, reproduction, recording, and duplicating the work - the production of copies of the work using a specific technique or technology, including printing, reprography, magnetic recording, and digital techniques; downloading, displaying, executing, transmitting, or storing the work; and digital and online use, including on a multimedia network (including on the Internet);
- b. with respect to the distribution of the original or copies on which the work is fixed, including trade in the original or copies on which the work is fixed - placing on the market, lending, exchanging, or renting the original or copies; selling, leasing, or letting the original or copies;
- c. with respect to the distribution of the work in other ways - public or private performance, exhibition, display, screening, offering, sale, transmission, licensing, and other forms of distribution of the work, reproduction, presentation, broadcasting and rebroadcasting, as well as making the work publicly available in such a way that anyone may have access to it at a place and time of their choosing;
- d. permanent or temporary reproduction of a work, in whole or in part, by any means and in any form (including all means necessary to reproduce the work);
- e. translating, adapting, modifying, or making any other changes to works;
- f. storing works in computer memory, computer networks, multimedia networks, and databases;
- g. placing works on the market and distributing works using the Internet and other data transmission technologies;
- h. merchandising, i.e., the use of works for the purpose of marketing any goods or services other than the work itself, but produced using the work;
- i. using works for promotional and advertising purposes;
- j. using works to create other works, including incorporating them into other works;
- k. the use of works to apply for protection of the works with the relevant authorities or multilateral organizations.

Should new fields of exploitation, unknown as of the date of execution of this Agreement, arise in the future, the Seller shall transfer to the Buyer, as part of the Seller's compensation under these General Terms and Conditions of Purchase, the right to use and manage the Intellectual Property Rights to the works in the aforementioned new fields of exploitation.
13.5. Upon the transfer of Intellectual Property Rights or the grant of a License, the Buyer shall be entitled to exercise derivative copyrights and derivative rights to inventions developed on the basis of the Intellectual Property Rights, as well as to dispose of and use the aforementioned derivative copyrights and derivative rights to inventions, such as adaptations, translations, or modifications made by third parties in all fields of exploitation specified above, together with the right to authorize third parties to exercise such derivative rights.
13.6. Both the transfer of IP and the License include the right to grant rights of use to (potential) purchasers or other third parties with whom the Buyer maintains relationships in connection with the conduct of its business.
13.7. In the event of termination of the relevant Agreement (upon notice or as a result of withdrawal), the Seller is obligated to provide the Buyer with all media on which the intellectual and industrial property rights are recorded, including copies and extracts, as well as all documentation related to the use of the aforementioned media, no later than on the date of termination of the Agreement. Unless otherwise agreed in writing, the termination of the Agreement shall not apply to this Section 13 of the Agreement.
13.8. The Seller warrants that neither it nor its employees, subcontractors, or third parties will exercise any moral rights related to the work in any manner that would prevent the Buyer or other entities authorized by the Buyer from using the work. At the same time, the Seller authorizes the Buyer - to the fullest extent permitted by law - to exercise moral rights with respect to the aforementioned Intellectual Property Rights.
13.9. The Seller warrants that the use (including resale) of the goods supplied by the Seller or the services performed by the Seller will not infringe any intellectual or industrial property rights or other (property) rights of third parties, and that such use does not violate any rights of other persons or agreements entered into between the Seller and other persons. The Seller hereby warrants and represents that it is authorized to enter into the Agreement, as well as to grant all rights set forth in this document and to fulfill all obligations.
13.10. The Seller shall indemnify and hold the Buyer harmless from any third-party claims arising from a violation of the rights specified in Sections 13.1 and 13.2 of these General

Terms and Conditions of Purchase, and the Seller shall compensate the Buyer for any losses resulting therefrom. The Seller waives all claims against the Buyer, including claims for exemption from liability or similar claims, whether known or unknown, conditional or latent, which are in any way related to claims brought against the Seller or the Buyer for infringement of any Intellectual Property Rights.

13.11. To the extent that the Buyer provides the Seller with any works to which the Buyer holds intellectual property rights, such as, in particular, drawings, sketches, diagrams, specifications, calculation notes, engineering documents, and other documents related to the order, the Seller acknowledges that the Buyer is and shall remain at all times the owner of the aforementioned works and that the Seller shall not acquire any intellectual or industrial property rights or legal title to such works. The Seller shall handle all works referred to in this section at its own risk and expense and shall keep them strictly confidential. The Seller agrees not to use the aforementioned works for the benefit of third parties or to permit their use by third parties, unless authorized to do so in writing by the Buyer. Section 14 applies mutatis mutandis to all works referred to in this section.

13.12. The Parties confirm that the transfer of IP or the grant of a License includes the right to apply for patent protection for inventions based on Intellectual Property Rights (or constituting modified or adapted Intellectual Property Rights), and in the event that the Buyer files any applications for the grant of protection rights for solutions based on Intellectual Property Rights or constituting Intellectual Property Rights, the Seller undertakes not to assert any claims against the Buyer, including claims for additional compensation (regardless of the basis for the claim).

13.13. The Buyer is entitled to use the Intellectual Property Rights with the Buyer identified as a business entity and in conjunction with its logo and trademarks.

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

14. Confidentiality

14.1. The Seller acknowledges that, in the context of and/or in connection with the performance of the Agreement, the Seller may come into possession of the Buyer's confidential information. Such confidential information remains the exclusive property of the Buyer and may not be disclosed to third parties or used in any manner for any purpose other than the performance of the Agreement without the Buyer's prior written consent, which must be in writing under penalty of nullity. The Seller shall be liable for any damages caused by a breach of the confidentiality obligation by the Seller, its employees, officers, agents, or subcontractors in accordance with Sections 11 (Liability) and 12 (Contractual Damages).

14.2. If the Seller chooses cloud computing as a data storage solution, thereby exposing confidential information to a greater risk of data bypass and loss or network intrusion and infiltration, the Seller shall, pursuant to this provision, ensure the security and quality of the cloud service it uses. Accordingly, the Buyer has the right to request information and evidence regarding (i) the data traceability provided by the cloud service provider, (ii) the security and quality of the cloud service used, as well as (iii) data processing, at the Seller's expense.

14.3. Without the Buyer's express written consent, which is required for the agreement to be valid, the Seller shall not disclose to third parties any information regarding its relationship with the Buyer.

14.4. Furthermore, without the Buyer's prior written consent, the Seller or any third party is strictly prohibited from photographing any installations or equipment, even if they were delivered or installed by the Seller. In this regard, all procedures specified by the Buyer must be followed.

14.5. The Seller is obligated to impose the same obligation referred to in this section on its employees or any third parties it engages to perform the Agreement. The Seller warrants that the aforementioned employees and third parties will not act in violation of the confidentiality obligation.

15. Force Majeure

Each Party shall be exempt from liability for failure to perform or delay in performing its obligations under the Agreement if such failure or delay is caused by any reason beyond the control of the Party invoking it, which that Party could not have avoided even with due diligence. In the event of force majeure on the part of one of the Parties, performance of the Agreement shall be suspended for the duration of the force majeure. The occurrence of a force majeure event must be duly documented and reported to the other Party without delay, no later than 7 days after the occurrence of the force majeure event, under penalty of forfeiting the right to invoke this circumstance in the future. If the force majeure situation persists for more than fourteen (14) days, the other Party shall have the right to terminate the Agreement with immediate effect by written notice, without recourse to the courts and without the right to compensation. Under no circumstances shall force majeure on the part of the Seller be construed to include: staff shortages, strikes, breach of contract by any third party engaged by the Seller, transportation problems on the part of the Seller or third parties engaged by the Seller, equipment failure, liquidity and/or solvency problems of the Seller or third parties engaged by the Seller, or government actions affecting the Seller.

16. Termination of the Agreement

16.1. The Buyer may terminate the Agreement at any time without cause, in whole or in part, by written notice.

16.2. The Buyer may, at its sole discretion and at any time, terminate or suspend, in whole or in part, the performance of all Agreements between the Parties, or terminate such Agreements in whole or in part by written notice, without recourse to the courts and with immediate effect, without any obligation on the part of the Buyer to pay any compensation, in the event of: a. a breach by the Seller of any provision of the Agreement; b. the Seller's insolvency, which is understood to mean a situation in which the Seller loses the

ability to meet its due financial obligations; c. the appointment of a receiver, deputy receiver, temporary court supervisor, or administrator on the part of the Seller; d. the sale of the Seller's business or the termination of the Seller's operations; e. revocation of any licenses or authorizations of the Seller that are required for the performance of the Agreement; f. seizure of a significant portion of the Seller's business assets.

16.3. Any claims by the Buyer against the Seller in the cases referred to above shall be payable immediately and in full.

16.4. The Buyer is entitled to withdraw from the Agreement in the situations specified in the Agreement and/or the General Terms and Conditions of Purchase. In the event of withdrawal, the Agreement shall be deemed never to have been concluded. Any performance already rendered by the Parties shall be returned in its original condition, unless such alteration was necessary within the scope of ordinary management. If the delivered goods are to be returned to the Seller, the costs of removal and/or shipping shall be borne by the Seller. The Seller is entitled to appropriate compensation for services already performed and accepted upon approval of the services, as well as for the use of the property.

16.5. In the event of withdrawal from or termination of the Agreement with notice, on the date of termination of the Agreement, the Seller shall prepare an inventory report of work in progress, secure the interrupted work, and notify the Buyer of the possibility of accepting the work. Immediately after the Buyer accepts the work, including work completed and work in progress (Delivery Acceptance or Service Acceptance), the Parties shall prepare and sign an acceptance report. If the work in progress is not accepted, the Seller shall remove it.

16.6. In the event of termination of the Agreement by the Buyer or the Seller with notice (except for withdrawal), the Buyer is obligated to pay for all delivered goods and/or performed services that have been accepted in accordance with Section 5.6 (Acceptance of Delivery) or 6.2 (Acceptance of Services), or that have been accepted in an acceptance report in accordance with Section 16.5. In the event of termination of the Agreement for reasons not attributable to the Seller, the Buyer shall also cover the documented costs incurred by the Seller for the purchase of materials necessary for the performance of the Contract with the Buyer, provided that such materials were purchased prior to the delivery to the Seller (or sent by the Seller to the Buyer) of the notice of termination, provided that such materials cannot be used by the Seller in the ordinary course of its business, and ownership of such materials shall pass to the Buyer (unless expressly waived). However, if the Agreement is terminated due to the Seller's breach of any term or provision, including a breach of warranty or a delay, then the Seller shall have no claim for reimbursement of costs (except for goods delivered and/or services performed that have been accepted by the Buyer), and the Buyer shall be entitled to all legal remedies available by law or in equity.

17. No assignment

The Seller agrees not to assign, transfer, or otherwise convey its rights and/or obligations under the Agreement, in whole or in part, without the Buyer's prior written consent, which must be in writing to be valid. The Buyer shall not refuse to grant such consent without a valid reason. The Seller hereby consents to the Buyer's assignment, transfer, and/or other conveyance of the rights and/or obligations arising from the Agreement, in whole or in part, upon written notice to the Seller. Subject to the preceding sentence, the Parties hereby agree that no entity other than a Party to the Agreement may claim from the other Party any rights or benefits arising from the Agreement.

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

18.1. Each Seller and each entity affiliated with the Seller confirms that it has reviewed the Buyer's Supplier Code of Conduct ("The Umicore Way") and undertakes to conduct all its activities in accordance with "The Umicore Way." The Buyer may conduct an audit or other compliance checks regarding "The Umicore Way" every four months, either on its own or through a third party, and each Seller agrees to respond promptly to the Buyer's requests for information regarding compliance with "The Umicore Way." "The Umicore Way" Code is available on the website at: https://www.umicore.com/en/about/the-umicore-way/

18.2. The Supplier agrees to strictly complies with the Umicore Global Sustainable Sourcing Policy (available via: sourcing/). www.umicore.com/en/supplier-zone/sustainable) on Umicore's request, in particular regarding the matter of decarbonization, Supplier will provide Umicore with the carbon footprint of the goods and its calculation and information on how this will evolve by 2030 based on its decarbonization plans and the carbon calculation method (if not available when requested, Supplier shall submit this to Umicore within 2 years as of the effective date of the Contract).

18.3. The Seller agrees to comply with the Buyer's Guidelines on Environmentally Friendly Purchasing (Appendix 1), as well as the principles of the Environmental Policy adopted by the Buyer (Appendix 6), and to act in accordance with the rules set forth therein.

19. TRADE COMPLIANCE

19.1. Supplier acknowledges that goods, services, deliverables (e.g. software, technology, technical data) provided under the Contract are subject to applicable export control laws and regulation. Supplier shall promptly notify Umicore if any service, good, deliverable or transaction under the Contract becomes subject to export restrictions or require additional authorizations. Supplier shall cooperate fully with Umicore in ensuring compliance, including providing documentation and access for audits as reasonably requested.

19.2. Export Authorization and Classification. Supplier shall (a) provide accurate export classification information (e.g., ECCN, HS codes) for all deliverables and goods, (b) notify

Umicore immediately of any changes in export classification or licensing status, including export jurisdiction/classification, licensing requirements, sanctions exposure or end-use/end-user risk; and (c) ensure that all necessary export authorizations are obtained prior to any transfer, export, or re-export of controlled items.

19.3. Customs Information, Export Control Information and Origin of goods:

(a) Customs Tariff Code (HS Code) & ECCN code classification Supplier shall provide the correct customs tariff code (Harmonized System Code) and ECCN code for each good and deliverable as required by applicable customs and dual use regulations. Supplier shall also state the applicable export control jurisdiction and classification codes under relevant regimes. This information must be submitted in writing prior to shipment and included on all relevant documents, including invoices, packing lists, and customs forms.

(b) Supplier shall clearly indicate the country of origin of each good and deliverable in accordance with the rules of origin as defined by the relevant customs authorities. This information must also be included on all shipping and customs documentation.

(c) Supplier is responsible for the accuracy and completeness of the information provided. Supplier shall promptly notify Umicore of any changes affecting export control status, including export jurisdiction/classification, licensing requirements, sanctions exposure or end-use/end-user risks. Supplier shall retain related customs, export classification, licensing, and screening records for at least five (5) years or longer if required by law and shall cooperate with audits and lawful

(d) Any fines, delays, or costs resulting from incorrect or incomplete information shall be borne entirely by Supplier. Supplier shall indemnify and hold Umicore harmless from all losses, penalties, and costs arising from Supplier's breach of this clause or violations of applicable customs, export control, or sanctions laws.

(e) In the event of any changes to the customs classification or origin, Supplier shall immediately notify Umicore in writing. Umicore reserves the right to verify the customs information provided and, if necessary, conduct an audit of the origin documentation and classification data.

19.4 Supplier warrants to Umicore that neither itself, any of its owners, any subcontractor used in connection with the Contract nor any of their affiliates or their respective officers or directors is a sanctioned person under sanctions imposed by the United Nations, the European Union, United Kingdom or the United States ("Sanctions"). Supplier shall not supply to Umicore any Goods, Services, or Deliverables originating from or provided by any person, country, state, territory or region subject to Sanctions, nor shall the remuneration for the Goods, Services, or Deliverables go to the benefit of any person subject to Sanctions.

20. Sustainable Procurement Charter

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

21. Personal Data Protection

The rules governing the processing of personal data are set forth in Appendix 2 to these General Terms and Conditions of Purchase.

22. CE Marking

The equipment or other goods offered and delivered shall comply with the requirements of Polish and EU law, as specified in the relevant directives or regulations concerning CE marking. All documentation required by law shall be available in Polish. The Buyer requires full support in the risk assessment and certification process for the group of machines, where applicable.

23. Settlement

The Buyer is entitled to set off against any amounts due to the Seller on any account any amounts that the Buyer or other companies within the Umicore Group may claim from the Seller on any account. The parties release each other and the companies within their respective groups from liability for claims for payment of amounts that have been set off pursuant to this section.

24. Applicable law / Disputes

23.1. The legal relationship between the Buyer and the Seller, as well as all Agreements related thereto, shall be governed exclusively by Polish law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna, April 11, 1980) shall not apply.

23.2. The exclusive place of jurisdiction is the Buyer's place of business, provided, however, that the Buyer retains the right to file a lawsuit or initiate proceedings against the Seller in any other competent court.

25. Miscellaneous

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction or as a result of any future legislative or administrative action, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

26. List of Attachments

The following constitute appendices to these General Terms and Conditions of Purchase:

a) Appendix No. 1 - Guidelines for Environmentally Friendly Purchasing;

b) Appendix No. 2 - Personal Data Protection;

c) Appendix No. 3 - Environmental Policy;

d) Appendix No. 4 - ISO 50001 Energy Management System Requirements;

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 Services 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, assist the controller in ensuring compliance with the obligations stipulated by the provisions of law, in the scope prescribed by provisions of law; h. make 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 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. 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).

Appendix No. 3 - Integrated Management Systems Policy

1 April 2025

INTEGRATED POLICY FOR MANAGEMENT SYSTEMS

In line with our vision, we strive to achieve a clear goal: to be a leader in developing and delivering cathode material solutions through activities focused on safety, sustainability, the efficient use of energy and raw materials, and the highest quality of our products - all of which will help positively shape the planet and society while delivering lasting value to our stakeholders.

In accordance with the values we uphold and our convictions, we declare that our company's operations will be based on the pillars established by the management systems we have implemented and maintain, such as:

- ISO 9001 - CONSISTENCY AND STANDARDIZATION
- ISO 14001 - SUSTAINABLE DEVELOPMENT
- BEING A PREFERRED PARTNER
- POLLUTION PREVENTION
- COMPLIANCE WITH CUSTOMER REQUIREMENTS
- CIRCULAR ECONOMY
- ISO 45001 - MANAGEMENT BASED ON THE “SAFETY FIRST” PHILOSOPHY
- ISO 50001 - IMPROVING ENERGY EFFICIENCY
- RISK ANALYSIS AND MITIGATION
- PURCHASING OF ENERGY-EFFICIENT PRODUCTS
- FOSTERING A CULTURE OF SAFETY
- IMPLEMENTATION OF ENERGY-SAVING PRINCIPLES
- COMMITMENT TO COMPLIANCE WITH LEGAL AND OTHER REQUIREMENTS
- EMPLOYEE ENGAGEMENT, PARTICIPATION, AND INNOVATION
- COMMITMENT TO CONTINUOUS IMPROVEMENT OF MANAGEMENT SYSTEMS

Dariusz Jurczak, Managing Director

Appendix No. 4 - Requirements of the ISO 50001 Energy Management System

Purpose

The purpose of these guidelines is to consider improving energy performance through the procurement of products, equipment, and services that are expected to have a significant impact on energy use.

Guidelines

1. It is recommended to purchase products expected to significantly improve energy performance/energy efficiency wherever possible.
2. It is recommended to purchase products and services that enable achievable savings in utility consumption by using materials and equipment with the highest possible energy efficiency, which are more energy-efficient than those currently in use.
3. Priority should be given to products that meet the requirements for functionality, quality, and cost-effectiveness, while also enabling the Purchaser to achieve specific utility consumption savings as defined in the contract or purchase order.
4. If a purchased product has a significant negative impact on energy performance, continuous improvement should be encouraged through partnership-based collaboration with suppliers.
5. Where an assessment is possible, efforts to conserve resources and the use of energy-efficient materials and equipment should be taken into account when making purchases.
6. Priority should be given to products and services that are made from energy-efficient materials and utilize energy-efficient equipment.
7. Priority should be given to products that clearly indicate energy efficiency, the highest possible energy efficiency, minimization of the impact on significant energy use, and improvement of energy performance.