

**GENERAL TERMS of SERVICE PROVISION**

by **GBA POLSKA Sp. z o.o. with its registered seat in Warsaw** at ul. Mochtyńska 65, entered in the Business Enterprises Register of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, Division XIV – Commercial of the National Court Register under no. 0000943059, NIP taxpayer identification no. 6751277082, REGON statistical no. 356544490.

**I. Scope of application of the TERMS**

1. These General Terms of Service Provision (hereinafter referred to as **"the TERMS"**) shall apply to any and all services provided to third parties by GBA POLSKA Sp. z o.o. with its registered seat in Warsaw (hereinafter referred to as **"GBA POLSKA"**), unless the contract executed with the counterparty (a natural person, a legal entity, or an organisational unit without legal personality), hereinafter referred to as **"the Client"**, stipulates otherwise.
2. These TERMS shall, in each and every instance, constitute an integral part of the contract binding GBA POLSKA and the Client (hereinafter referred to as **"the Contract"**), provided that: (i) they constitute a schedule to the Contract and/or (ii) they are referred to in the text of the Contract and have been delivered to the Client and/or made available to Client in an electronic version prior to execution of the Contract and/or (iii) they have been delivered to the Client and/or made available to Client in an electronic version prior to execution of the Contract.
3. The parties confirm that the TERMS delivered and/or made available to the Client in accordance with par. 1.2 above shall be binding upon the parties in the event of performance of any additional and/or subsequent orders for services provided by GBA POLSKA.
4. The scope of application of these TERMS as well as the individual provisions hereof may be modified by way of the Contract between the parties. In the event of any discrepancy between the Contract and these TERMS, provisions of the Contract shall prevail.
5. Unless these TERMS or the Contract provide otherwise, any and all declarations of intent by the parties to the Contract – in particular as regards termination or rescission of the Contract – shall require the written form otherwise being null and void.
6. GBA POLSKA provides: laboratory services (taking / collecting samples, performance of laboratory tests / measurements); proficiency testing / inter-laboratory comparison (PT/ILC); expert studies and services; training; audits (hereinafter referred to as **"the Services"**). Upon performance of the Service, GBA POLSKA draws up reports, certificates, study attestations, study reports, and PT/ILC reports attesting to the results obtained after performing these actions; draws up environmental expert studies and documentation, elaborations, training, PT/ILC, and provides additional Services (hereinafter referred to as **"the Order Results"**).
7. In the event that any provision of these TERMS is, for any reason, found to be invalid, unlawful, or impossible to be performed, this shall be without prejudice to the remaining provisions of these TERMS and/or of the Contract, which shall remain in full force and effect. If any provision of these TERMS is found to be invalid, unlawful, or impossible to be performed, a provision approximating the original intent of the parties as closely as possible shall be substituted.
8. The up-to-date text of these TERMS is available on GBA POLSKA's website at [www.gba-polska.pl](http://www.gba-polska.pl), under the tab "GBA POLSKA".

**II. Execution and performance of Contracts**

1. The validity period of any specific GBA POLSKA offer is, in each and every instance, specified in the given offer and/or in the Contract executed between GBA POLSKA and the Client. The validity period of any GBA POLSKA offer may be extended by mutual agreement of the parties. An offer made in electronic form shall be binding for GBA POLSKA if the other party confirms receipt thereof in writing or by e-mail, or makes an order citing this offer.
2. The Client shall place orders in reference to binding offers by GBA POLSKA. Once GBA POLSKA confirms its acceptance of the order (including as regards its contents and scope) in writing or by e-mail to the address previously specified by the Client, a Contract is deemed to have been executed by and between the parties.
3. Acceptance of an order shall never be tantamount to any undertaking by GBA POLSKA to achieve any specific result, but is tantamount to an undertaking by GBA POLSKA to perform the Service with utmost professional care and skill (an undertaking to proceed with care and skill).
4. GBA POLSKA shall define the methods and means of providing the given Service with the Client basing on the expert knowledge of GBA POLSKA employees and legal regulations (laws, norms, specifications, standards), and also on the Client's guidelines.
5. In unique situations, where a justified need arises, the methodologies and norms specified in the offer accepted by the Client may be changed.

In such a situation, such change is effectuated with the permission of the Client, expressed in written form or via e-mail.

6. Where samples are taken and/or collected by GBA POLSKA, any and all agreements and arrangements made and noted by a GBA POLSKA representative with the Client / Client representative shall be binding and shall constitute confirmation of acceptance of the terms for performance of the Service.
7. GBA POLSKA shall be under no obligation to provide the Client with any additional information, advice, or opinions unless this is provided for in the Contract binding the parties. If any such information, advice and/or opinions are nonetheless provided, the above rule notwithstanding, they shall not be binding in nature and shall not constitute the object of the Contract, and GBA POLSKA shall bear no liability for their application.
8. In performing the Service covered by an order, GBA POLSKA may draw upon the support of third parties (subcontractors). Orders performed on a subcontract basis shall be performed by third parties only if they are found to have the requisite qualifications and competence for performing the given order.
  - a) GBA POLSKA shall be liable for the actions of third parties (subcontractors) designated by GBA POLSKA as it would be for its own.
  - b) GBA POLSKA shall not be liable for the actions of third parties (subcontractors) designated for performance of the order by the Client.
9. The Client shall be informed of GBA POLSKA's use of third party (subcontractor) support in the commercial offer. Acceptance of the commercial offer (or subsequent change of the third party) shall be tantamount to acceptance by the Client of farming out part of the order to the designated third party (subcontractor).
10. The Client shall be obligated to provide and pass on to GBA POLSKA any and all data necessary for performance of the Service, e.g. information, documents, and instructions concerning the object of the order (also for purposes of collecting samples / conducting analysis) (hereinafter referred to as **"the Data"**) at such a time as to enable performance by GBA POLSKA in accordance with the order, and also to provide GBA POLSKA with access to the locations and objects within the Client's possession necessary for performance of the Contract. In the event that the Client does not provide such Data, GBA POLSKA shall not commence performance of the Contract, upon prior notice to the Client given in writing or via e-mail. In the event that the Client does not make available additional Data necessary for performance of the Contract within the deadline specified by GBA POLSKA, GBA POLSKA shall not be responsible for due performance of the works or for handing over the **Order Results**, including any delay in performance of the works or in handing over the **Order Results**.
11. In the event that the Client, once samples have been passed on to GBA POLSKA for analysis, does not provide the requisite Data, the samples shall be forwarded for disposal one month after their delivery. The fact that the samples are being forwarded for disposal shall be communicated to the Client via e-mail.
12. The Client shall present additional clarifications and/or documents necessary for performance of the Order, as requested by GBA POLSKA. Where such a request has been dispatched to the Client and no reply is received within the deadline set by GBA POLSKA, GBA POLSKA shall cease its work on the Order and issue a VAT invoice for the part of the Service completed.
13. The **Order Results** may be quoted, copied, published, and made available to third parties by the Client only as a whole and/or in such a manner as to ensure that the essence of the Service performed is reflected.
14. In the event that the Client requires the **Order Results** to be presented to a third party, GBA POLSKA shall not be liable for actions in accordance with the Client's intent. Release of the **Order Results** to the Client shall be recognised as performance of the Service. The fact of possession of the **Order Results** at one's disposal shall not entail any right to address any claims vis a vis GBA POLSKA or its subcontractors other than claims concerning liability for harm occasioned through deliberate fault.

**III. Remuneration**

1. Unless agreed otherwise, the Service prices are defined in the offers and the Contracts binding GBA POLSKA and the Client. The prices defined in the offers and contracts of GBA POLSKA are net amounts and, as such, shall be increased by VAT at the applicable rate.
2. VAT invoices referring to a performed order shall be issued by GBA POLSKA upon performance of each order and shall be paid by the Client within 14 days of their issue, unless the given offer or Contract provides otherwise.
3. The date of payment shall be taken as the day on which the funds are credited to GBA POLSKA's bank account. In the event that the Client is late in settling amounts due, GBA POLSKA may charge interest at the statutory rate.
4. GBA POLSKA's right to, and claim for, remuneration and/or other receivables associated with performance of the Service shall arise as

- of performance of the Service, as qualified by the subsequent provisions hereof.
5. GBA POLSKA reserves the right to request that the Client makes an advance payment towards performance of an order, payable within 3 days after communication of this request to the Client. Such request may be presented to the Client prior to commencement of an order's performance as well as in the process of such performance. Where payment on the above terms is not forthcoming, GBA POLSKA shall be entitled to rescind the Contract within 14 days from elapse of the deadline for remittance of the advance payment.
  6. GBA POLSKA reserves the possibility of changing the prices specified in the offer / Contract in the event that, due to specific properties of the samples delivered by the Client and/or collected on the Client's premises (which properties were unknown to GBA POLSKA as it accepted the order), higher-than-anticipated expenditures of labour and materials become necessary and/or other expenses arise. GBA POLSKA shall notify the Client of the change of costs and obtain Client's acceptance of the higher remuneration due to GBA POLSKA in written form or via e-mail. In the event that Client does not accept the new remuneration indicated by GBA POLSKA, or that Client's decision on this point is not forthcoming within 7 days from receipt of information from GBA POLSKA, GBA POLSKA shall be entitled to rescind the Contract within 14 days from receipt by GBA POLSKA of the Client's decision refusing acceptance of the new remuneration or, respectively, elapse without effect of the 7-day deadline referred to above.
  7. GBA POLSKA reserves the possibility of changing the prices specified in the offer / Contract in the event of amendment of laws of absolute application, where such an amendment, effectuated while an order is in the process of being performed, results in increase of the necessary costs incumbent on GBA POLSKA for performance of the order. GBA POLSKA shall notify the Client of the change of costs and obtain Client's acceptance of the higher remuneration due to GBA POLSKA in written form or via e-mail. In the event that Client does not accept the new remuneration indicated by GBA POLSKA, or that Client's decision on this point is not forthcoming within 7 days from receipt of information from GBA POLSKA, GBA POLSKA shall be entitled to rescind the Contract within 14 days from receipt by GBA POLSKA of the Client's decision refusing acceptance of the new remuneration or, respectively, elapse without effect of the 7-day deadline referred to above.
  8. In the event that GBA POLSKA, for reasons beyond its control, performs only part of an order, the Client shall be obligated to remit remuneration pro rata to the actual expenditure of labour performed.
  9. GBA POLSKA reserves the possibility of changing the prices specified in the offer / Contract with respect to testing conducted on the premises of a subcontractor. GBA POLSKA shall notify the Client of the change of costs and obtain Client's acceptance of the higher remuneration due to GBA POLSKA in written form or via e-mail before performance of the order. In the event that Client does not accept the new remuneration indicated by GBA POLSKA, or that Client's decision on this point is not forthcoming within 7 days from receipt of information from GBA POLSKA, GBA POLSKA shall be entitled to rescind the Contract within 14 days from receipt by GBA POLSKA of the Client's decision refusing acceptance of the new remuneration or, respectively, elapse without effect of the 7-day deadline referred to above.
  10. Unless the Contract provides otherwise, a Client who cancels the scheduled arrival of personnel for collecting samples later than by noon (12:00 hours) of the day preceding the approved time shall incur a fee of PLN 150 net.
5. If requested by the Client, data in **Order Results** already released to the Client may be amended on the basis of a written statement by Client explaining the grounds for such amendment, provided that such amendments are not contrary to applicable laws, are compatible and reconcilable with documents received from the Client, and will not impact upon the results of performance of the order. The Client may request such amendments within 14 days from receipt of the **Order Results**. At the same time, upon receipt of the amended **Order Results**, the Client shall undertake not to use the original version of the document and to promptly return the original version of the document at the written request of GBA POLSKA.
  6. GBA POLSKA shall submit the **Order Results** electronically, by post, or personally, as agreed with the Client at the order acceptance stage. If it is found that the **Order Results** have not been submitted in accordance with the foregoing within the timeframe following from the offer / the Contract, the Client shall be obligated to contact GBA POLSKA.
  7. Study reports / study attestations and PT/ILC reports bearing a secure electronic signature verified with a valid qualified certificate shall be submitted to the Client to the e-mail address previously specified by the Client.
  8. Environmental documentation, environmental expert studies, study reports / study attestations and PT/ILC reports, as agreed with the Client at the order acceptance stage, may also be submitted by post to the address specified by the Client. Depending on individual arrangements, such form of delivery may be subject to additional fees.
  9. Training certificates shall be presented personally or by post to the address specified by the Client.
  10. Where the Client expresses a desire to peruse the documentation (e.g. elaborations, expert studies, environmental documentation) prior to its submission in paper form (for acceptance), such documentation shall be provided via e-mail to the e-mail address specified by the Client. In such cases, the Client shall present any comments to the documentation contents within a commentary deadline of not more than 5 business days. The 5 business day deadline for comments may be extended only upon prior arrangement, in written form or via e-mail, with a representative of GBA POLSKA. Lack of feedback from the Client upon elapse of the 5 business day deadline for comments shall be tantamount to acceptance of the documentation, with the resulting right to issue an appropriate VAT invoice.
  11. GBA POLSKA shall be entitled to deliver the **Order Results** to the Client also via the Client Panel – the GBA POLSKA internet platform for current monitoring of order performance and for preview and printing of study reports / study attestations (hereinafter referred to as **"the Client Panel"**).
  12. If cooperation with the given Client is on a permanent basis, a separate Contract may be executed to define the principles of setting up and using the Client Panel.
  13. GBA POLSKA may present to the Client every completed, closed part of an order for separate acceptance of delivery. The Client shall be obligated to accept delivery of such a completed Service part in accordance with the offer, the Contract, the specific order, and with these TERMS.

#### V. Liability of GBA POLSKA

#### IV. Performance deadlines, acceptance of delivery

1. The deadline for performance of an order shall be agreed with the Client once GBA POLSKA has accepted the order for performance. The agreed-upon deadline for performance of the order should be approved by the Client in written form or via e-mail. The deadline may be changed by agreement of the parties.
  2. GBA POLSKA shall not be bound by the deadline agreed upon with the Client in a situation where Client has not fulfilled its duties with respect to cooperation as necessary for due performance of the order. In such an event, the deadline for performance of the order shall be duly moved back so as to account for the delay arising from Client's commissions or omissions.
  3. In the event that GBA POLSKA fails to meet a deadline for performance of the order without deliberate fault or blatant negligence, the Parties shall agree upon an additional deadline for performance of the order, which shall not be shorter than half the period originally envisaged for performance of the order.
  4. The Client shall voice any and all reservations / complaints concerning the **Order Results** in written form or via e-mail within 14 days from receipt of same. If no reservations / complaints are voiced within the above deadline, the parties agree that the **Order Results** have been accepted as defect-free.
1. GBA POLSKA shall be liable only for culpable and proven harm, in the form of actual loss sustained by the Client, arising in connection with a Service which has not been performed, or which has been improperly performed. GBA POLSKA shall not be liable for indirect damages or lost profits (lucrum cessans). Unless the Contract provides otherwise, GBA POLSKA's liability shall in no event exceed 10 x (ten times) the net remuneration for the given Service (or part of the Service, if only part of the Service is defective), but shall be not more than EUR 10,000 (ten thousand euro) calculated at the average National Bank of Poland exchange rate from the day of performance of the defective Service.
  2. Unless the Contract provides otherwise, GBA POLSKA shall bear no liability vis a vis the Client under statutory warranty for defects.
  3. The above limitations shall not apply to GBA POLSKA's liability in the case of (a) liability to a Client who is a consumer for personal injury, (b) liability for damage caused by a dangerous product as referred to in the Civil Code, (c) liability to a Client who is a consumer, under warranty and for non-performance or improper performance of an obligation.
  4. Any liability of GBA POLSKA shall be only vis a vis the Client who is a party to the Contract. GBA POLSKA shall not be liable vis a vis any third parties, also as regards any liability for any harm caused by the Client to third parties, whether directly or indirectly, in connection with Client's use of the **Order Results**. The Client hereby indemnifies, or undertakes to indemnify, GBA POLSKA against liability for third party claims referred to in the preceding sentence (including the cost of defending against such claims).

5. The Client declares that he is familiar with, and aware of, the principles of action and methodologies on the basis of which GBA POLSKA produces the **Order Results**.
6. GBA POLSKA holds third party liability insurance within the scope of its operations.

#### VI. Samples for study

1. Samples for study and analysis shall be delivered by the Client in a manner, and to the location, specified by GBA POLSKA and/or picked up from the Client by a GBA POLSKA representative and/or collected by a GBA POLSKA representative at a location specified by the Client, with an authorised representative of the Client in attendance.
2. In the event that samples are delivered by the Client, the cost and risk of delivering the samples to the location specified by GBA POLSKA shall rest with the Client, unless the Contract provides otherwise.
3. In the event that samples are delivered by the Client through a postal operator or through entities providing courier services, the cost and risk of delivering the samples shall likewise rest with the Client unless the Contract provides otherwise, and the Client shall moreover be obligated to duly and properly pack the samples, taking into account any GBA POLSKA guidelines. Any and all materials, waste, mixtures, and substances classified as dangerous, harmful, and noxious by laws of absolute application (hereinafter referred to as "**Hazardous Materials**") shall be clearly marked and delivered only upon prior agreement with GBA POLSKA.
4. The Client shall notify GBA POLSKA, before the latter embarks on performance of the order, of any and all hazards associated with the samples and of procedures relevant to safe handling, transport, and examination of such samples.
5. When sending and passing on Hazardous Materials, the Client shall proceed with laws of absolute application then in force, especially as regards due marking of Hazardous Materials.
6. The Client shall bear full liability for harm sustained by GBA POLSKA and/or its employees as a result of failure to fulfil the duties laid down above or in the event that Client failed to provide GBA POLSKA with prior written notice of the risk associated with delivered samples constituting Hazardous Materials.
7. The **Order Results** shall refer exclusively to results and circumstances obtained and established at the time, and in the location, of provision of the Service, and – in the case of testing services – exclusively to the parameters of the sample analysed, rather than the entire consignment of goods from which the sample had been collected.
8. Unless agreed otherwise, GBA POLSKA shall not be obligated to store samples after completion of testing. Sample material which has not been used up or processed in performance of the Services shall be stored or disposed of at GBA POLSKA's expense, unless the parties agree otherwise. Where the sample material constitutes Hazardous Materials, GBA POLSKA may send it back to the Client at Client's expense.

#### VII. Copyright, confidentiality

1. Unless the Contract provides otherwise, any and all copyright in **Order Results** prepared for the Client's and generated / created by GBA POLSKA or on its instructions (e.g. environmental expert studies, environmental documentation, reports, study reports, and certificates) with respect to which such rights may arise are reserved to the benefit of GBA POLSKA.
2. GBA POLSKA shall make the **Order Results** and other information obtained in connection with the performed order available only to the Client unless the parties agreed otherwise, in particular unless the Client expressed, in written form, a desire that the above documents be made available to third parties and this has been accepted by GBA POLSKA.
3. Each party shall maintain and safeguard confidentiality of the other party's business secrets for the duration of the Contract as well as after its termination.
4. For purposes hereof, business secrets shall be taken as information acquired in any way which had not been released to the general public concerning technical, technological, organisational, and/or personal matters and other information concerning a party and its business enterprise (including contract terms and offer terms) with commercial value with respect to which the parties had taken measures to preserve their confidentiality, also within the scope of the order being performed by GBA POLSKA to the benefit of the Client.
5. Disclosure, making available, use, dissemination etc. by a party of information which does not constitute a business secret in the form of public presentations, conferences, and/or training events may take place only upon obtaining of written permission from the other party.
6. Provided that express additional arrangements to this effect are made (in written form on pain of nullity), GBA POLSKA may transfer onto the Client, as of remittance of payment for the **Order Results**, author's financial copyright in the **Order Results** and permit exercise by the Client of derivative copyrights and permit granting by Client of permission to

exercise derivative copyrights in the **Order Results** in the following fields of use:

- a) with respect to recording and multiplying the **Order Results** – production of copies in any technology and any form, irrespectively of the standard, system, and format, including in particular print, reprography, magnetic recording, analogue technology, digital technology, and optic technologies on carriers such as: photographic film, digital photography, CD, video CD, CD-I, laser disc, magnetic card disc, DAT, DVD, DVD R+, DVD R-, DVD-RW DCC, DVD-R DL, DVD+R DL, DVD+RW, DVD-RAM, fot-CD, CD-Rom-XA, computer discs with magnetic data carriers, NORi NAND flash drives, electric circuit chips, MOD, MP3, CD-SD, HD-CD, HDTV, minidisks, magnetic tape, cinematic film, and/or cassettes, in three-dimensional form, in any quantity, and dissemination of such copies;
  - b) with respect to dealing in the original and/or in copies to which the **Order Results** had originally been recorded – introduction to market dealing, making available for use or rental of the original or of the copies in whole or in any selection of parts, including combination of parts of any selected reports into a single whole, also for use in any presentations;
  - c) with respect to making the **Order Results** available to third parties otherwise than as provided for in item b), including to employees of the Client, his contracting parties and/or other persons and entities, as chosen by the Client;
  - d) use of the **Order Results** as a point of reference in the context of investments;
  - e) use of the **Order Results** as a basis for technical documentation prepared by the Client and/or by third parties;
  - f) repeated saving to the memory of any number of computers and/or devices with electronic data storage capacities and/or devices using virtual storage and/or external memory, introduction to networks, to telecoms networks and to other data relay systems, introduction to data bases, and introduction / saving to the memory of any and all other types of electronic devices;
  - g) elaboration, quoting excerpts, translation;
  - h) making available via multimedia networks and computer networks, including the internet and intranet and extranet networks;
  - i) use in the creation of other works, including incorporation as parts of other works – also ones not delivered by GBA POLSKA.
7. The **Order Results** may also be made available to authorities and institutions disposing of relevant powers under applicable laws.

#### VIII. Final provisions

1. In the event that there arise objectively justified doubts as to solvency of the Client, in particular where previous liabilities vis a vis GBA POLSKA had not been settled on time, the Company may predicate performance of new Services upon prior remittance by the Client of amounts due for previously performed orders for which VAT invoices had been issued but had not been paid within the set deadline plus remittance, in advance, of the entire amount agreed for the new order.
2. Assignment of benefits due to the Client from GBA POLSKA pursuant to the Contract shall require prior permission of GBA POLSKA, expressed in writing on pain of nullity.
3. Any and all disputes arising from these TERMS and/or from Contracts between Clients and GBA POLSKA to which these TERMS apply shall be subject to resolution by the Polish court with jurisdiction over the seat of GBA POLSKA or, at the plaintiff's discretion, over the specific GBA POLSKA branch involved in performance of the given order.
4. Legal issues not addressed in these TERMS or in the Contract binding the parties shall be regulated by applicable Polish laws, in particular the Polish Civil Code.
5. These TERMS come into force as of **31 December 2021**.