

**GENERAL BUSINESS TERMS  
DEKPOL STEEL SP. Z O.O.**

**effective from 07/03/2022**

**I. [Introductory information]**

1. These General Business Terms (hereinafter also referred to as the "GBT") are used in contracts concluded with DEKPOL STEEL, a limited liability company based in Pinczyn, at the address: ul. Gajowa 31, 83-251 Pinczyn, entered into the Register of Entrepreneurs by the District Court of Gdańsk - North in Gdańsk under KRS number: 0000816536, hereinafter referred to as "the Supplier". The entity with which the Supplier intends to enter into or has entered into an agreement will be referred to as the "Recipient", whereas the Supplier and the Recipient shall be jointly referred to as the "Parties" or, depending on the context, separately as a "Party".
2. Whenever the term "Agreement" appears in the GBT, it shall be regarded as a sales, delivery or other agreement concluded between the Parties under which the Supplier undertakes to supply the Recipient with equipment for construction machines included in the Supplier's commercial offer (hereinafter referred to as "the Equipment").
3. These GBT may be amended by the Supplier at any time. An amendment shall be regarded as a modification of the already existing GBT or as a cancellation thereof and introduction of new GBT. The amendments shall be binding upon the Recipient from the date of delivery of the amended GBT to the Recipient or from the date of their publication on the Supplier's website (whichever comes first). The amended GBT shall apply to orders placed by the Recipient after the date of delivery of the amended GBT to it or from the date of their publication on the Supplier's website (whichever comes first).
4. The GBT shall have priority over the general contractual terms and conditions applicable to the Recipient.
5. The GBT apply to every Agreement, even if they are not listed as an appendix in the body of said Agreement.
6. By placing an order or accepting the Supplier's offer, the Recipient accepts the GBT in full, unless the Parties agree otherwise in writing.

**II. [Conclusion and content of the Agreement]**

1. If the Recipient has received a commercial offer from the Supplier, it is assumed that the offer is valid for 7 days.
2. The Agreement shall be concluded when the Recipient places an order in writing or in electronic form and the Supplier confirms the order in electronic form. Any amendments and additions to the order must be confirmed by both Parties by e-mail to be valid.
3. The Agreement may also take the form of a written agreement, a commercial agreement or a protocol of negotiations, provided that they contain all significant terms and conditions agreed between the Parties and have been signed on behalf of the Supplier by persons duly authorised to make declarations of will.

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4. Under the Agreement, the Supplier undertakes to manufacture the Equipment included in the Supplier's commercial offer and deliver them to the Recipient, and the Recipient undertakes to collect the Equipment and pay the agreed price to the Supplier within the agreed payment period.
5. The Recipient may not assign its rights arising from the concluded Agreement to any third party without the Supplier's written consent.
6. The Supplier shall be entitled to make the conclusion of the Agreement conditional upon an assessment of the Recipient's capability to pay the price for the Equipment.
7. The Supplier declares that the presentation of the Equipment on the Supplier's website or in the Supplier's catalogue does not constitute an offer within the meaning of the Civil Code and is for information purposes only. The photographs of the Equipment are purely illustrative and their actual appearance and colour may differ from the photographs.
8. The Supplier reserves the right to introduce changes to some of the technical parameters of the Equipment included in its commercial offer, as well as to their appearance.

### III. **[Release and Receipt of Equipment]**

1. The Supplier shall deliver the Equipment to the place specified by the Parties in the Agreement. If not otherwise agreed, the Supplier shall deliver the Equipment to the Recipient in accordance with the FCA INCOTERMS 2020 rule.
2. The delivery dates indicated in the Agreement are estimates.
3. The delivery dates or other terms and conditions of the Agreement may be changed, even after the conclusion of the Agreement, in particular as a result of force majeure and other circumstances which lie beyond the Supplier's control, and as a result of a change in the market situation and current business conditions related, for instance, to the Supplier's relations with entities cooperating in the scope of the Supplier's agreement performance. The Recipient shall be immediately informed of any changes to the delivery date or other terms and conditions of the Agreement.
4. All benefits and charges related to the Equipment as well as the danger of accidental loss or damage to the Equipment shall be transferred to the Recipient from the moment of their release to the Recipient or a third party indicated by the Recipient.
5. The Recipient shall collect the Equipment from the Supplier at the location indicated in the Agreement. The receipt shall be recorded in an acceptance protocol, a delivery note or any other document confirming the handover, signed by both Parties, specifying all the arrangements made during the receipt.
6. If the Equipment is handed over at the Supplier's premises:
  - a) the Recipient is obliged to notify the Supplier at least 2 days before the planned collection of the Equipment of the person authorised to collect the Equipment (full name, vehicle registration number) and submit, upon the Supplier's request, a document authorising the indicated person to collect the Equipment from the Supplier's plant. The Equipment may be collected at the Supplier's premises from Monday to Friday from 7:00 a.m. to 3:00 p.m., provided that the exact time for collecting the Equipment has been agreed with the Supplier in advance,

- b) upon acceptance of the Equipment, the Recipient shall be obliged to check its completeness, technical condition and the documents to be issued upon acceptance in accordance with the Agreement,
  - c) the Recipient or the person authorised to accept the Equipment shall be obliged to observe the occupational health and safety rules applicable to the Supplier's premises,
  - d) the Recipient shall be responsible for and bear the cost of loading the Equipment.
7. If the Equipment is delivered to the place indicated by the Recipient:
- a) the benefits and charges related to the Equipment as well as the danger of accidental loss of or damage to the Equipment shall be transferred to the Recipient as soon as the Equipment is handed over to the Carrier,
  - b) the Recipient shall bear all costs of delivery of the Equipment to the places indicated in the order or other places agreed by the Parties, including the costs of additional protection of the Equipment during transport.
  - c) any information on the need for additional protection of the Equipment during transport or any other requests concerning the transport of the Equipment shall be provided by the Recipient to the Supplier not later than at the time of placing the order,
  - d) before confirming the acceptance of the Equipment in the waybill, the Recipient is obliged to examine the Equipment in the manner accepted for such products, in particular to check whether the Equipment (if it is not packed) or the packaging (if the Equipment is packed) do not bear any signs of mechanical damage that may occur during transport. If the Recipient finds that a loss or damage to the Equipment occurred during its carriage, it shall perform all actions necessary to determine the Carrier's liability and put its objections in the document referred to in section 5 above, or else it shall be deemed that it accepts the Equipment without any objections,
  - e) The Recipient shall be responsible for providing a safe place for unloading the Equipment as well as for the unloading itself and shall bear the costs thereof.
8. The Recipient's employee responsible for the acceptance of the Equipment from the Supplier is the Recipient's representative, authorised to make and accept declarations related to the performance of the Agreement on behalf of the Recipient. If an employee of the Recipient refuses to make or accept a declaration of intent, a protocol shall be drawn up and signed by the Supplier's employee, and the circumstances or findings stated in the protocol shall be binding upon the Recipient.
9. The Recipient shall bear all costs incurred by the Supplier as a result of unjustified refusal to accept the Equipment, including costs of storage, re-transport, insurance, etc.

#### **IV. [Price]**

- 1. The contractually agreed Equipment prices, including the prices indicated in the price list attached to the Agreement or in the Supplier's catalogue, are net prices and will be increased by VAT according to applicable regulations.
- 2. If a given net price has been denominated in EUR and the payment is to be made in PLN, the net price in EUR shall be converted into PLN at the exchange rate Narodowy Bank Polski of the day of issuing the relevant VAT invoice, unless the Parties agree otherwise. The price recalculated in accordance with the provisions of the previous sentence shall then be increased by the applicable VAT at the rate as at the date of the relevant VAT invoice.

3. If the net price has been denominated in EUR and the payment should also be made in EUR, the net price in EUR shall be increased by the appropriate VAT rate expressed in EUR, which shall be converted into PLN at the average exchange rate of the National Bank of Poland on the business day preceding the issue of the relevant VAT invoice.
4. The Recipient shall pay the price for the Equipment to the Supplier pursuant to a VAT invoice duly issued by the Supplier or any other accounting document (e.g. pro forma invoice) within the period indicated therein.
5. If, between the date of concluding the Agreement and the date of Equipment delivery, the production costs of the Equipment increase - in particular as a result of:
  - a) an increase in the prices of: raw materials, semi-finished products, components used in the production of the Equipment, or
  - b) increases in the costs of transport or labour, or
  - c) changes in legislation, in particular tax legislation, changes in exchange rates, or
  - d) an increase in other costs which have a direct or indirect impact on the production costs,
  - e) the occurrence of a Force Majeure event,

the Supplier reserves the right to change the price of the Equipment accordingly, but only to the extent of the increase in the value of the aforementioned cost factors.

In the situation referred to above, the Agreement is amended as regards the change in the price of the Equipment by notifying the Recipient of the change in the price agreed in the Agreement. Such notification shall be sent at least in electronic form and shall be effective from the moment of its delivery to the Recipient. The Supplier shall be obliged to justify the price change at the Recipient's request.

6. If the Parties have agreed that prices of the Equipment shall be determined based on the price list attached to the Agreement, the Supplier shall be entitled to revise the prices resulting from the price list in connection with changes in steel prices in each quarter of the year of the Agreement for which the price list was drawn up (if temporary price stability is reserved in the price list, the Supplier's right to revise prices on a quarterly basis shall commence upon expiry of the period in which the parties reserved price stability). Prices will be revised according to the MEPS index, but only if the steel price index has changed by more than  $\pm 3\%$  from the level applicable at the time of the last price list update. The Supplier shall send an updated price proposal no later than five (5) days before each scheduled effective date of the updated prices. The right to quarterly price revision and the contractual reservation of fixed prices indicated in the price list shall not preclude the right described in paragraph 5 above.
7. In the cases described in sections 5 and 6 above the Supplier shall issue a correction invoice to the Recipient documenting the change in prices.
8. The Recipient shall pay the price by a bank transfer to the Supplier's bank account indicated on each VAT invoice. The price shall be regarded as paid on the day the payment is credited to the Supplier's bank account.
9. The Recipient authorises the Supplier to issue VAT invoices without the Recipient's signature.
10. The Supplier may make delivery of the Equipment conditional on the Recipient's prepayment, advance payment or other security, and shall not be liable for any delay in delivery of the Equipment if the Recipient fails to provide adequate security.

11. If the price is not paid on time, the Supplier shall be entitled to charge statutory interest for each day of delay in payment of the price, demand prepayment for an already accepted order and withhold performance of a subsequent order. Regardless of the above, the Recipient shall reimburse the Supplier for the documented costs of debt collection.
12. The Supplier reserves the right of ownership of the Equipment until the full price has been paid by the Recipient.
13. Lodging a complaint does not release the Recipient from its obligation to pay the price for the Equipment in due time.
14. The Recipient may not offset any debts against the Supplier with the Supplier's debts to the Recipient.

**V. [Documentation and intellectual property rights]**

1. The Recipient acknowledges that the design and technical documentation, all data, drawings, models, patterns, designs, specifications or know-how used by the Supplier in the performance of the Agreement constitute the property of the Supplier. The Supplier shall not transfer any rights or benefits under the Supplier's Intellectual Property Rights to the Recipient. The Recipient shall not make use of or permit the use of any designs, drawings or specifications or other Intellectual Property Rights of the Supplier during the term of the Agreement or at any time thereafter. Any breach of the aforementioned limitation shall result in an obligation to pay a contractual penalty in the amount of EUR 100,000.00 to the Supplier for each such breach.
2. If the Supplier performs the subject of the Agreement according to data, drawings, models, templates or other guidelines provided by the Recipient, the Recipient itself shall bear full responsibility for the consequences arising therefrom, in particular it shall warrant to the Supplier that by the execution and delivery of the subject of the Agreement no protective rights of third parties, in particular those arising from intellectual property rights, will be infringed. The Supplier shall not be liable to the Recipient for controlling whether the Supplier's performance of the Agreement based on the data, drawings, designs or other guidelines provided by the Recipient infringes any protective rights of third parties.
3. If a third party makes a claim against the Supplier, arising from its protective rights, in particular to cease an infringement, which results in the need to cease performance or to prevent the dispatch of the subject of the contract performed based on the data referred to above, the Supplier, without being obliged to assess the legitimacy of such a claim, shall be entitled to withdraw from the contract with the Recipient without any liability towards the latter. Costs already incurred as a result of the performance of the Agreement shall be reimbursed to the Supplier by the Recipient. In any case referred to above, the Recipient undertakes to indemnify the Supplier against any third party claims (release from obligation to perform) and to repair any damage suffered by the Supplier due to this.

**VI. [Liability of the Supplier]**

1. The Supplier's total liability for a failure to perform or improper performance of the Agreement, as well as liability in tort, with respect to one and all events, shall be limited to 100% of the net value of the Equipment, the delivery of which gives rise to the damage.
2. The Supplier shall only be liable for actual damage, excluding lost profits and consequential damage.
3. The Supplier shall not be liable for any defects of the Equipment resulting from manufacturing the Equipment in accordance with the documentation provided by the Recipient or as a consequence of

changes made by the Recipient to the Supplier's documentation, or the Recipient rendering such documentation more detailed.

4. In case of the Recipient's delay in collecting the Equipment, the Supplier shall be entitled to a contractual penalty in the amount of 0.1% of the total net value of the uncollected Equipment, per each day of delay. In the situation described in the previous sentence, the Supplier may charge the Recipient with additional costs incurred due to delay in collecting the Equipment, in particular with additional costs of transport and storage of the Equipment. If the Recipient's delay in the acceptance of the Equipment exceeds 3 days, the Supplier shall be entitled to withdraw from the non-performed part of the Agreement. In case of withdrawal from the order in the manner specified in the above sections, the Supplier shall charge the Recipient with contractual penalty, calculated from the date of running into delay until the date of delivery of the declaration on withdrawal, and with contractual penalty for withdrawal from the execution of a given part of the order in the amount of 10% of the total net value of the non-executed part of the Agreement.

#### **VII. [Force Majeure]**

1. The Supplier shall not be liable, nor shall it be deemed to be in breach of the GBT provisions or any other contractual provisions binding upon the Parties, for any delay in performing or failure to perform its obligations if such delay or failure is caused by reasons which lie beyond the Supplier's reasonable control (including, without limitation, acts of public authorities, war, riots, fire, explosion, flood, extreme weather conditions, import or export laws, imposed embargoes, strikes, labour disputes or inability to receive or a delay in receipt of raw materials, semi-finished products, components used in the manufacture of the Equipment or the performance of labour).
2. In such case, the Supplier may, at its discretion, delay the performance of the Agreement or withdraw from the Agreement in whole or in part without incurring additional costs therefor, and it shall not be liable for any damage caused by the non-performance of the Agreement, of which it shall immediately inform the Recipient.
3. In case of a change in economic, commercial, financial or political relations, which could not have been foreseen by the parties at the time of concluding the Agreement, and which causes a significant imbalance in the contractual balance, the parties undertake to renegotiate the terms of the Agreement without delay in order to restore the contractual balance.

#### **VIII. [Warranty]**

1. The Supplier warrants that the Equipment meets the technical specifications contractually agreed upon by the Parties. The Supplier shall not be liable for fitness of the Equipment for any purpose other than that expressly agreed by the Parties in the approved specification for the Equipment.
2. The Supplier shall be liable to the Recipient under the Warranty, in line with the principles set forth in the Warranty Card provided to the Recipient not later than upon delivery of the Equipment.
3. The Supplier provides a warranty for the Equipment for a period of 12 months from the date of sale, with the exception of the warranty for adapters and tine caps and blades, which, as components subject to natural wear, are not subject to warranty.
4. The Supplier's liability under the granted warranty covers only defects resulting from reasons inherent in the sold Equipment.
5. The Warranty covers the performance of repairs for defects in the sold Equipment.



6. The rights under the warranty do not cover the Recipient's right to claim reimbursement of lost benefits, costs incurred in connection with the Equipment's defects or provision of replacement Equipment for the duration of repairs.
7. The Supplier shall be released from any liability under the provided warranty in case of:
  - a) any damage to the Equipment resulting from improper unloading, storage, handling, maintenance or operation,
  - b) any damage resulting from overloading, negligence in complying with the instructions and the intended use of the Equipment,
  - c) damage resulting from an accident affecting the Equipment or any device connected to it;
  - d) damage caused by circumstances which lie beyond the Supplier's control;
  - e) natural wear and tear of the Equipment or damage that does not affect the operation of the Equipment, such as dents or superficial scratches,
  - f) any structural changes introduced by the Recipient, not agreed with the Supplier in writing, or any repairs or modifications carried out by unauthorised persons without the Supplier's written consent, damage resulting from the use of spare parts other than genuine ones without the Supplier's written consent to the use of such parts;
  - g) inability to identify the Equipment or lack of a valid Warranty Card (i.e., one bearing the Supplier's signature, including the date of sale, not containing deletions or corrections made by unauthorised persons). A duplicate of the warranty card may be issued upon the Recipient's written request, upon presentation of proof of purchase.
8. Within the framework of contracts concluded in accordance with these GBT, the Supplier's liability under the warranty shall be excluded.

#### **IX. [Complaint notification]**

1. The Recipient shall be obliged to submit a written or electronic complaint to the Supplier's address: ul. Gajowa 31, 83-251 Pinczyn / e-mail: [kj@dekpol.pl](mailto:kj@dekpol.pl) - immediately,
2. but not later than within 72 hours from discovering a defect in the Equipment, on pain of losing its rights arising from the warranty. The notification should be made on the form attached to the Warranty Card. The Recipient shall be obliged to attach a copy of the Warranty Card to the notification. Moreover, if possible, the Recipient should attach documentation to the notification to enable its verification (e.g. photographs of the damaged equipment).
3. The Supplier undertakes to contact the Recipient within 5 working days from the date of receiving a valid notification and to agree with the Recipient how and when the defect will be removed. The Supplier may also provide the Recipient with instructions regarding any further use of the Equipment.
4. If the Supplier finds that one of the conditions excluding its liability under the warranty occurs, the Supplier shall inform the Recipient that it is not entitled to any rights under the warranty.
5. Should the Supplier be unreasonably called upon to perform warranty repairs, the Recipient shall bear the associated costs.
6. As soon as the Recipient notices a reportable defect, the Recipient shall refrain from using the defective Equipment and shall comply with any recommendations of the Supplier regarding its use. Continuing use of defective Equipment against the Supplier's recommendations will result in loss of warranty rights.
7. The choice of the method of removing the defect lies with the Supplier.

8. The Recipient undertakes to deliver the Equipment to be replaced or repaired to the location indicated by the Supplier at its own expense. The Recipient shall be obliged to deliver the Equipment free of dirt (otherwise the Supplier shall charge the Recipient with the cost of cleaning in the amount of PLN 500 net) and protected against any further defects that may occur in transport. After removing the defect, the Equipment shall be sent back to the address indicated by the Recipient at its expense, unless otherwise agreed by the Parties in the course of repair.

**X. [Withdrawal from the Agreement]**

1. The Supplier may withdraw from the Agreement if it that the Recipient is not capable of paying the sale price or if such capability raises justified doubts or when the Recipient has applied for its deletion from the register of entrepreneurs or when such deletion has already taken place. Where, pursuant to the provisions of the Agreement, the performance of the obligations by the Recipient should take place within the period strictly specified in the Agreement, in case of a delay in the performance of such obligation by the Recipient, the Supplier shall always be entitled to withdraw from the Agreement without setting an additional period for the performance on the part of the Recipient.
2. If no contrary provision has been made, the Supplier may exercise its right of withdrawal as referred to in this section, as well as in the other provisions of these GBT, within a period of 3 months from the date on which it obtained the information justifying its withdrawal from the Agreement.

**XI. [Confidentiality obligation]**

The Recipient shall maintain confidentiality of all publicly unknown information concerning the Supplier ("confidential information"), in particular technical documentation provided to the Recipient (including in particular, but not limited to, designs, drawings, specifications, cost estimates, commercial offers, data, studies and any other materials provided to the Recipient by the Supplier in connection with performance of the Contract); the Supplier's know-how, other information of any nature concerning the Supplier or entities of the Supplier's corporate group, its customers, contracting parties, recipients, suppliers, members of management bodies, directors, employees, contractors, advisers, agents and consultants, personal data and other information which may constitute the Supplier's trade secret. The Recipient shall be obliged to extend an equivalent obligation of confidentiality to all bodies, employees, representatives and other third parties who may have access to such information and to supervise their compliance with this obligation. The Recipient undertakes to keep the aforesaid information in strict confidence (not to disclose it to third parties) for the entire period of the Agreement and for a period of 5 years calculated from the date of termination of the Agreement's performance by the Supplier. In case of a breach of the aforesaid provisions by the Recipient or other persons, to which the Recipient provided confidential information (also unintentionally), the Recipient undertakes to pay a contractual penalty to the Supplier in the amount of EUR 100,000.00 (in words: one hundred thousand euros) per each case of breach.



**XII. [Personal data]**

1. The Supplier's principles of processing personal data of a Recipient who is a natural person are contained in the annex to the GBT - "**Information concerning the processing of the Recipient's personal data**".
2. The Supplier's terms of processing the personal data of persons, whose data the Recipient forwards to the Supplier in the course of performing the Agreement, are contained in the Annex to the GBT - "**Information concerning the processing of personal data of contact persons, proxies, representatives**".
3. The Recipient undertakes to inform persons, whose personal data it intends to provide to the Supplier as a result of performing the Agreement, about the principles of processing their personal data by the Supplier and to provide the Supplier only with personal data of those persons for whom it has fulfilled the aforementioned information obligation.
4. In order to change the content of information regarding the processing of personal data referred to in sections 1 and 2 above, it is sufficient that the Supplier makes a unilateral declaration and sends the updated version of information clauses to the Recipient electronically at the Recipient's e-mail address, or to its representative, or by registered mail with return receipt requested, or by courier. If the information clause referred to in section 2 above is updated, the Recipient will immediately provide the individuals concerned with the updated version of the clause.
5. The Recipient shall be obliged to introduce principles of personal data processing equivalent to those contained in the clause referred to in section 2 above for the individuals whose data is provided by the Supplier to the Recipient in the course of performance of the Agreement.

**XIII. [Final provisions]**

1. The GBT and the Agreements between the Parties shall be governed by the laws of Poland.
2. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. Any disputes that may arise from the Agreement shall be settled by a common court of law with jurisdiction over the Supplier's registered office.
4. Irrespective of any contractual penalties provided for in the GBT, the Supplier may seek damages in excess of the amount of such penalties on general terms.
5. The following annexes shall form an integral part of the GBT:
  - Information clause: processing of personal data of a Recipient who is a natural person
  - Information clause: processing of personal data of contact persons, representatives of the Recipient
  - Complaint form

**ANNEX no. 1 to the GBT, Information clause - processing of personal data of a Recipient who is a natural person:**

1. The Supplier shall be the controller of the Recipient's personal data.
2. The Supplier shall process the Recipient's personal data in accordance with applicable data protection law, in particular with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as: "GDPR") and the act of 10 May 2018 on the protection of personal data.
3. The Recipient's personal data will be processed by the Supplier for the purposes of:
  - 1) concluding and performance of the Agreement, under Article 6 section 1 item b of the GDPR;
  - 2) fulfilling the Supplier's legal obligations (e.g. tax obligations), pursuant to Article 6 section 1 item b of the GDPR;
  - 3) pursuing the Supplier's legitimate interests, including the establishment, defence or assertion of potential claims, under Article 6 section 1 item f of the GDPR.
4. The Recipient's personal data processed in connection with the performance of the Agreement will be kept for the entire period of its validity, and after its termination or expiry until the date indicated in applicable laws (including the Act of 29 August 1997 - Tax Ordinance and the Act on accounting of 29 September 1994) or for the time appropriate for securing potential claims.
5. With regard to the processing of the Recipient's personal data, the Recipient shall benefit from the rights provided for in the GDPR, including: the right to access the content of its data and the right to rectify, delete and restrict its processing, the right to data portability, the right to object, the right to withdraw consent at any time without

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affecting the legality of the processing performed under its consent before its withdrawal. These rights are not of an absolute nature and may be subject to limitations pursuant to the applicable legal regulations. In order to exercise the above rights, please contact the personal data controller.

6. Should the Supplier be found to be processing data unlawfully, the Recipient shall also have the right to lodge a complaint to the supervisory authority, namely, the President of the Office for Personal Data Protection based in Warsaw.
7. The provision of personal data is voluntary, but at the same time necessary for the performance of the Agreement, in particular for the provision of mutual services and potential pursuit of claims.
8. The Recipient's personal data will be collected and processed in paper and electronic form.
9. The Recipient's personal data may be disclosed to persons employed by the Supplier, entities of the Dekpol Group performing services for Dekpol Steel (e.g. personnel services, IT) and other entities authorised under and within the limits of the applicable laws, including state authorities and institutions (e.g. the tax office, with respect to tax obligations).
10. No personal data are transferred to third countries or international organisations.
11. You may contact the data controller on matters related to the processing of your personal data at [rodo@dekpol.pl](mailto:rodo@dekpol.pl)

**ANNEX no. 2 to the GBT, Information clause - processing of personal data - contact persons, representatives of the Recipient**

In view of the applicability of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) [hereinafter: "**GDPR**"], we provide you with information regarding the processing of personal data obtained by Dekpol Steel Sp. z o.o. The information provided below highlights the key issues related to the processing of personal data and the rights of individuals with regard to the processing of their personal data.

**1. Data controller.**

Your personal data shall be controlled by Dekpol Steel Sp. z o.o. based in Pinczyn ("**the Controller**").

**2. Scope of personal data processed.**

The Controller shall process personal data received from its contractors or from data subjects directly. The processed data includes in particular: name, contact details (address, e-mail address, telephone number), work position and location.

**3. Purpose and duration of personal data processing.**

The Controller processes personal data for the purposes of pursuing the Controller's legitimate interests (legal basis: Article 6 section 1 item f of GDPR), including in particular:

- 1) enabling contact with regard to the planned conclusion or performance of agreements concluded between the Controller's contractors and the Controller. In this respect, the data will be processed for the entire period of performance of each respective contract or until the end of negotiations;
- 2) establishing, pursuing or defence against claims - until the claims expire, including claims by the State Treasury, provided that the negotiations referred to in item a) have been finalised by the conclusion of an Agreement.

**4. Voluntary data provision.**

You provide your personal data voluntarily, but it is nevertheless necessary for the conclusion and performance of the agreement. We have obtained your personal data from your employer or principal who has designated you as a representative, agent or contact person for the Controller in connection with concluding an agreement or negotiating the conclusion of an agreement. If you do not wish your data to be processed, please contact your employer or principal who provided us with your data in the first instance.

**5. Recipients of personal data.**

The Controller uses services of third parties and if this is required for the proper performance of the services or tasks of the Controller - transfers the personal data of individuals to the extent necessary. This may be the case in particular with regard to:

- 1) providers of IT solutions and services,
- 2) entities providing intermediation in the performance of contracts (subcontractors, postal and courier service providers),
- 3) entities providing billing, payment and debt recovery services (e.g. invoicing or workflow recording systems),
- 4) providers of advisory services (e.g. law firms and finance companies),

- 5) entities authorised to obtain the data under the law, including law enforcement agencies, tax authorities or other public authorities and institutions.

Whenever we transfer personal data, we ensure that the entities to which the data is entrusted are reliable and guarantee a high standard not only of the services provided but also of the protection of personal data and maintaining their secrecy. To this end, appropriate agreements shall be concluded to govern the security of the entrusted data.

Where we transfer data to entities established in third countries (i.e. established outside the European Economic Area), we will require that these entities guarantee a high level of personal data protection, meet European data protection standards and enter into appropriate agreements based on the model contractual clauses on data protection adopted by the European Commission. Your data will not be used for automated decision-making, including profiling.

## **6. Rights of individuals with regard to the processing of personal data.**

Each data subject has the right to:

- 1) access their data to the extent specified by the provisions of the GDPR (Article 15 of the GDPR),
- 2) rectify their data (Article 16 of the GDPR),
- 3) request the erasure of their data if one of the grounds indicated by the provisions of the GDPR is fulfilled (Article 17 of the GDPR),
- 4) restrict data processing in the cases specified by the provisions of the GDPR (Article 18 of the GDPR),
- 5) to lodge a complaint to the supervisory authority, namely, the President of the Office for Personal Data Protection (Article 77 of the GDPR).

Any person whose data is processed for purposes resulting from the legitimate interests pursued by the Controller shall have the right to object to the processing of their data on grounds linked to their particular situation (Article 21 of the GDPR).

**In case of any doubts and for matters related to the processing of personal data of individuals, please contact us at email address: [rodo@dekpol.pl](mailto:rodo@dekpol.pl) or at the postal address: Dekpol Steel Sp. z o.o., ul. Gajowa 31, 83-251 Pinczyn**