

ALTERGA S.A. GENERAL TERMS AND CONDITIONS OF PURCHASE AND DELIVERY

1. General

These General Terms and Conditions of Purchase and Supply ("GTCs") of Alterga S.A., with its registered office in Gutkowo (hereinafter: "Alterga"), apply to all orders under which Alterga purchases or plans to purchase services or orders and plans to purchase goods from third parties (hereinafter, collectively: "Suppliers"). These GTCs are binding on the parties to Alterga's contracts under which Alterga purchases services, orders supplies or conducts procurement under an order or contract, regardless of their value ("Orders").

In the event of any discrepancies between the content of these GTC and an Order accepted by Alterga — such acceptance to be made in writing or else be deemed null and void — the provisions of the Order shall prevail. The Order may only be amended with the prior consent of Alterga, which shall be given in writing or else be deemed null and void.

The Order, together with the GTCs and other documents attached to the Order, shall constitute the entire contract between Alterga and the Supplier and shall prevail over the Supplier's offer, as well as any possible negotiated agreements, general terms and conditions submitted by the contractor and positions or arrangements, whether written or oral, except for the scope directly included in the Order with the consent of Alterga.

2. Orders

The Subject Matter of the Order shall be the delivery of goods and/or provision of services to Alterga, as specified in the Order placed by Alterga.

The Order shall be executed in accordance with the terms and conditions specified in the Order by Alterga (in particular, the quantity of goods or the type and method of service, the grade of goods, delivery date, standard, price, certificate).

Alterga reserves the right to refuse to accept goods or services that do not comply with the Order or GTCs. In such a case, the Supplier shall not be entitled to any remuneration, reimbursement or compensation, except for the remuneration due for correctly delivered goods or services.

The Order may only be performed in accordance with the terms and conditions specified in the Order and the GTCs. Where the Supplier amends any condition of the Order received, the contract shall be deemed not to have been concluded unless Alterga agrees to amend the contents of the Order, such amendment to be done in writing or else be deemed null and void.

The Supplier's commencement of contract performance without Order confirmation shall be tantamount to concluding a contract under the terms and conditions of the respective Order and GTCs (Dz.U. /Journal of Laws/ of 2013, item 403.).

The delivery item shall remain the property of the Supplier until it is delivered and accepted by Alterga in accordance with the terms and conditions of delivery.

All drawings and technical documents originating from the Supplier and relating to the Order received by Alterga may be submitted by Alterga to the Investor and incorporated into the project documentation without additional remuneration.

3. Terms of Payment

The payment period shall be calculated from the day Alterga receives a properly issued invoice with attachments and shall be 60 days. Alterga is a large undertaking within the meaning of the Act of 8 March 2013 on payment periods in commercial transactions.

The Supplier shall include the Order number on the invoice (and in shipping specifications and delivery notes). The Supplier agrees and acknowledges that failure to include the Order number on the invoice prevents its processing in the Alterga system, and only an invoice containing the correct Order number shall be deemed duly served. A copy of the delivery note, signed by Alterga, must be attached to the invoice.

The invoice must be accompanied by the required documents, such as certificates, test reports, guarantees, performance declarations, quality certificates and other documents specified in the Order. Alterga may withhold payment of the price until the relevant documentation is provided.

Alterga authorises the Supplier to issue invoices (in accordance with the Orders placed) without Alterga's signature. The above shall not constitute and shall not be interpreted as an acknowledgement of debt, in whole or in part. Alterga agrees to send invoices electronically.

4. Copyright (licence)

Where the Supplier delivers a work within the meaning of copyright law as part of Order execution (hereinafter: "Work"), the Supplier shall, as part of the remuneration referred to in the Order, upon delivery of the Work and without the need to make separate statements in this regard, transfer to Alterga (or grant a licence, as the case may be) all economic copyrights and related rights to all Works delivered under a given Order, together with the exclusive right to exercise and authorise the exercise of derivative copyright.

The transfer of such copyright and related rights shall take place with regard to all fields of exploitation known at the date of the Order. The transfer of rights shall be unlimited in territory. The Supplier shall grant Alterga the right to use the Work in its entirety or otherwise in the form of any excerpts for promotional or advertising purposes, including in the form of posters and photographs, as well as radio, television and online advertisements. As part of the remuneration specified in the Order, the Supplier shall transfer to Alterga the ownership of the copies (tangible media) on which the Work has been recorded. Alterga shall have the right to distribute and publish materials or issue statements related to the Work without indicating the authors of the Work in such materials and statements.

The licence shall also transfer to Alterga the derivative rights to the Works to make any changes, modifications or adaptations, including the right to market the Works created through such changes, modifications or adaptations.

The fields of exploitation shall include, but not be limited to, the right to:

- a. reproduction;
- b. recording by any technique;
- c. entering into computer memory;
- d. disposal in whole or in part, for consideration or free of charge, to third parties;
- e. distribution or public display;
- f. use for assembly.

5. Delivery Date Untimely Performance

The deadlines for contract performance shall be specified in the Order or separately agreed upon by the Parties in a mutual agreement, which shall be concluded in writing or otherwise in a documented form (e.g. e-mail) or else be deemed null and void. The Supplier undertakes to perform Orders on time.

In this regard, the Supplier undertakes to comply with Incoterms 2020 unless other delivery terms are specified in the Order or contract.

Alterga may, without having to set an additional deadline, withdraw from the contract, even before the expiry of the deadline set for its performance. The aforementioned right may be exercised in situations where the Supplier delays the commencement or performance to such an extent that it is unlikely to be completed within the agreed time. Alterga may exercise its right of withdrawal within 90 days of the contract performance deadline. In such a case, Alterga shall not be liable for any damage to the Supplier while retaining the right to claim contractual penalties and/or compensation for damage on general terms.

The Supplier shall give Alterga a minimum of 3 working days' notice of the delivery deadline for the subject matter of the relevant Order. Together with the delivery, the Supplier shall provide the agreed documents, including test reports, instructions for use, safety instructions, delivery note, instructions, certificates, declarations of utility, quality certificates and manuals, as well as specifications for individual components or other documents, if they are necessary for the proper execution of the Order.

At any time prior to delivery, Alterga shall have the right to inspect the delivery item or subject matter of service performance and the conditions of its production/

provision at a place and time of its choosing, and to request samples of the delivery item. Where Alterga believes that the delivery item or delivery performance does not meet the conditions established in the Order and may expose Alterga to damage, Alterga shall inform the Supplier accordingly and set a reasonable deadline for corrective action. The manner of implementing corrective actions formulated by Alterga shall be binding on the Supplier, with such actions to be carried out at the Supplier's expense and risk.

6. Non-performance. Substitute Performance

In the event of untimely Order performance or defect removal, Alterga may (including during the warranty period) claim from the Supplier a contractual penalty of 0.5% of the gross price specified in the Order for each commenced day of delay, but not more than 30% of this gross price. In the event of Order termination (withdrawal from the Order) by either Party for reasons attributable to the Supplier, Alterga may claim from the Supplier a contractual penalty of 20% of the gross price specified in the Order. Where Alterga suffers damage exceeding the stipulated contractual penalty, Alterga may claim supplementary damages under the rules laid down in the Civil Code, up to the full amount of the damage suffered.

In the event of improper Order performance or delay in defect removal, Alterga shall be entitled to commission a third party to perform the contract at the Supplier's expense and risk, and the Supplier shall not be entitled to receive any remuneration, except for remuneration for correctly delivered goods or services. Alterga shall be entitled to make use of substitute performance without the need for court authorisation under Art. 480 of the Civil Code

7. Legal Liability for Defects

The Supplier shall grant a guarantee and warranty for the subject matter of the Order or services, for a period of 60 months from the date of final acceptance of the subject matter of Alterga's contract with the Investor; the performance of this guarantee and warranty shall constitute the subject matter of the contract with the supplier or service provider, unless a different guarantee and warranty period is specified in the Order. Guarantee rights may be exercised by Alterga independently of warranty rights.

Alterga may lodge a complaint when the delivery item or subject matter of service does not meet the terms and conditions of the Order/contract with regard to quantity and/or quality, and the Supplier shall respond within 3 working days of its receipt. If no response to the complaint is received by the specified deadline, the Parties agree and acknowledge that the complaint shall be deemed valid and Alterga may exercise the complaint rights set out in the GTCs. If it is necessary to transport the goods, this shall be at the Supplier's expense and risk.

Where the Supplier fails to take the expected action to rectify the defects, fails to rectify the defects by the deadline indicated by Alterga or fails to rectify the defects properly, Alterga shall be entitled to rectify the defects at the cost and risk of the Supplier/Service Provider and to claim from the Supplier/Service Provider reimbursement of the costs incurred and redress, without prejudice to the rights resulting from liability for defects. Alterga shall be entitled to make use of substitute performance without the need for court authorisation under Art. 480 of the Civil Code.

Guarantee or warranty claims may also be asserted after the expiry of the guarantee or warranty period if the defects have arisen before the guarantee or warranty period has expired. It is agreed that if a defect is discovered during the period of liability for defects and, in Alterga's opinion, there are reasonable grounds for believing that similar defects may also appear in other items, the Supplier must remedy the defect in all delivered goods. Alterga may transfer the guarantee entitlement to the Investor.

8. Rights of Complaint

If the delivery item or subject matter of service is found to be non-compliant with the Order/contract — including, in particular, if it is found to be defective — the Supplier shall, at Alterga's discretion:

- a) within no more than 5 working days, repair the delivery item at its own expense (unless Alterga sets a different deadline, appropriate in the given circumstances), or
- b) within no more than 5 working days, replace the subject matter of the contract with a defect-free one (unless Alterga sets a different deadline, appropriate in the given circumstances).

Notwithstanding the above, Alterga may:

- c) reduce the price proportionally to the extent of the defect or
- d) claim a full refund of the price paid from the Supplier. In such a case, the Supplier shall, at its own expense, collect the delivery item from the place indicated by Alterga.

The Supplier shall in any case also be obliged to take such actions and by such deadlines as are necessary for Alterga to fulfil its guarantee or warranty obligations towards the Investor.

9. Force Majeure

The Supplier shall not be liable for the delay of the Supplier's part of the delivery only if the delay is caused by force majeure.

Force majeure shall be deemed to be any unforeseeable circumstance that may arise during the performance of the delivery or service, which is independent of the will of the parties, which the parties cannot prevent and which prevents the due performance of the delivery, e.g. fires, floods, earthquakes, strikes, mobilisation, acts of war, terrorist attacks, national pandemics, widespread shortages of raw materials or energy or unavailability of public transport, embargoes.

A Party that is unable to fulfil its obligations due to a force majeure event shall be obliged to notify the other Party of the force majeure event. If the duration of the force majeure exceeds 1 month, either Party may terminate the contract without notice.

10. Confidentiality Obligations

Notwithstanding any confidentiality obligations set out in separate contracts, it is agreed that all information acquired by the Supplier in connection with contract conclusion or delivery item provision, including in particular all organisational, commercial and technical information relating to Alterga and Alterga's affiliates, and is not made available to the public, shall be Confidential Information and as such may not be disclosed to third parties. This obligation shall remain in force indefinitely but shall not apply to cases where information must be provided under mandatory laws and regulations.

In particular, Confidential Information shall include information relating to the volume of trade between Alterga and the Supplier, as well as prices, discounts, goods specifications, technological data and agreements concluded.

11. Dispute Resolution and Applicable Law

Any matters arising from contractual relations between the Parties shall be governed by the relevant provisions of Polish substantive law. Any disputes concerning contract performance which cannot be settled amicably by the Parties shall be submitted to the court having jurisdiction over Alterga's registered office, under Polish court procedure, unless the Parties agree otherwise, with such agreement to be made in writing or else be deemed null and void.

12 Assignment and Transfer of Rights

The Supplier may not assign, subcontract, transfer or encumber the contract, in whole or in part, without Alterga's prior written consent, which shall be given in writing or else be deemed null and void. Alterga may at any time assign, transfer, encumber, subcontract or enter into agreements, exercising its rights or obligations under the contract in any manner whatsoever, with any Alterga affiliate.

The Supplier shall monitor its subcontractors and sub-suppliers and be fully liable for all acts, non-compliances, omissions or obligations of all its subcontractors, agents, service providers and employees as for its own acts, non-compliances, omissions or obligations.

13. Insurance

The Supplier shall maintain and provide Alterga, upon request, with proof of valid liability insurance and statutory employee insurance or employer's liability insurance with reputable and solvent insurers.

14. Other Provisions

Alterga may withdraw from the contract if the contract with the Investor is terminated or if any party to such contract has withdrawn from it. In this case, the Supplier may only claim reimbursement of the incurred and documented costs that the Supplier was unable to avoid.

If mandatory laws and regulations or contractual provisions do not provide for a different period for exercising the right of withdrawal, the notice of withdrawal may be submitted within 120 days from the date on which the cause for withdrawal arose.

Alterga's contractual liability shall not exceed the value of the Order or the contract with the given Supplier.

The Alterga Code of Conduct shall form an integral part of the contract between Alterga and the Supplier.

The GTCs and the Alterga Code of Conduct are available on Alterga's website at <https://alterga.com>. While the GTCs and the Alterga Code of Conduct may or may not be attached to orders placed by Alterga, these documents shall be an integral part of contracts with Suppliers regardless of how the contractual relationship with Alterga is established.

The Supplier undertakes to comply with the Alterga Code of Conduct and apply the highest standards of health and safety and good market practices (no corruption). Any breach of the above principles may constitute grounds for Alterga to terminate the contract with the Supplier at any time.