

General Commercial Terms and Conditions concerning corrosion protection applied by **MOSTOSTAL SIEDLCE** Spółka z ograniczoną odpowiedzialnością

General information

§1

Definitions

Contractor - Mostostal Siedlce Spółka z ograniczoną odpowiedzialnością with its registered office in Siedlce, ul. Terespolska 12, 08-110 Siedlce, entered to the register of entrepreneurs of the National Court Register maintained by the District Court Lublin-Wschód in Lublin with its seat in Świdnik, 6th Commercial Department of the National Court Register, under KRS number 0001045205, Statistical Number - REGON 363095769; Tax Identification Number - NIP 8212644893 share capital 208 041 500,00 zł represented by:

Salesman - Employee of the galvanising services acquisition department (AUC) - a person who has direct contact with the customer (the term salesman should be used to refer to all employees of the GSFHAC Department reporting directly to the Manager of the Galvanising Services Acquisition Department).

Contracting Entity/Customer - the organisation or person who is the recipient of the corrosion service.

Agreement - a written arrangement regarding the fulfilment of the requirements specified for the Contracting Entity and the contractor.

DAST-022 Directive -Feuerverzinken von tragenden Stahlkonstruktionen - Guideline of the German Steel Construction Commission - DAST

Conclusion of agreements

§2

1. These terms and conditions apply to all agreements and orders relating to corrosion protection concluded by **MOSTOSTAL SIEDLCE** Spółka z ograniczoną odpowiedzialnością, hereinafter referred to as the Contractor. The agreement is concluded on a case-by-case basis by submitting a written order using the **MOSTOSTAL SIEDLCE** printed form. The placement of the order is simultaneously the confirmation that the Contracting Entity has the financial resources to cover the cost of the service provided.
2. Any contrary terms and conditions of the agreement or the order proposed by the Purchaser shall only apply if they have been accepted by the Contractor explicitly and in writing. This applies, in particular to additional contractual reservations made by phone, verbally or by e-mail with employees of the Galvanising Services Acquisition Department.
3. In case of doubt, it is recognised that employees other than those referred to in section 2 are not authorised to negotiate the amendments to commercial terms and conditions concerning corrosion protection.
4. The PN-EN ISO 1461, PN- EN ISO 14713 (hot-dip galvanising), DAST-Richtlinie 022 and PN-EN ISO 12944 (painting) standards shall apply to agreements and orders concerning corrosion protection. In case of special requirements going beyond the arrangements covered by the aforementioned standards, a detailed arrangement concerning the terms and conditions of execution and acceptance of coatings is required.
5. The Contractor has in place the Integrated Management System compliant with the requirements of PN-EN ISO 9001, PN-EN ISO 14001, OHSAS 18001, PN-EN 18001 and certificates of conformity PN-EN 1090-1, PN-EN ISO 3834-2 as well as the Hygienic Certificate of the PZH (National Institute of Hygiene) approving them as protective coatings of pipes used for the transmission of drinking water.
6. The Contracting Entity is obliged to comply with the health and safety and environmental protection regulations arising from these standards.

§3

- Offers submitted by the Contractor to an unspecified group of customers shall not constitute offers within the meaning of Article 66 of the Civil Code.

§4

- Acting on behalf of **MOSTOSTAL SIEDLCE** spółka z ograniczoną odpowiedzialnością, persons authorised to sign agreements in compliance with the powers of attorney granted to them, depending on the value of the contract, are:

CONTRACTUAL VALUE [PLN] PERSONS AUTHORISED TO INITIAL/SIGN AGREEMENTS

| | |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| ≤ 100 000 | Signatory: Proxy (Head of Galvanising Services Acquisition Department) |
| > 100 000 TO ≤ 1 000 000 | Signatory: Commercial Director and the Proxy (Head of Galvanising Services Acquisition Department) |
| > 1 000 000 TO ≤ 10 000 000 | Signatory: Member of the Management Board/Chief Financial Officer and the Proxy (Commercial Director) |

§5

The technical data contained in the advertising catalogues are indicative. The Contractor reserves the right to change them. Details of the corrosion protection offered by the Contractor can be found at www.cynkowanie.com.pl www.mostostal.siedlce.pl.

Obligations of the Contracting Entity

§6

- Prior to entering the site, the driver delivering the structure for corrosion protection is obliged to register at the gate, specify the destination (galvanizing/painting shop in the old or the new plant): delivery of the galvanising/painting service or acceptance of the galvanising/painting service, the name of the Contracting Entity's company and/or the project number.
- Components submitted to the Contractor for corrosion protection should be supplied with the specification determining: the name of the component, the number of pieces and the estimated total weight.
- The number of pieces and the total weight specified by the Contracting Entity are not binding on the Contractor. The Contractor shall weigh the items on the scales installed on its premises and reserves the right to verify the number of pieces and the weight provided in the specification, which will be confirmed by the Contractor in the document "Report on acceptance of components for galvanizing".
- The Contracting Entity shall deliver and accept the components after corrosion protection with its own vehicle for road transport. The cargo of the components should be adjusted for unloading by crane or forklift using wooden spacers or shackles. Small elements shall be packed in containers.
- The shape of the components to be galvanised should be such that the bath can reach every galvanised surface and then flow down freely. In addition, the following aspects should be taken into account at the design stage: dimensions of the zinc bath, thermal expansion of the steel and its thermal consequences, individual properties of the component to be galvanised, expected assembly methods of the galvanised structure, condition of the surface of steel components prior to galvanising. Guidelines concerning the design of structures are contained in the PN- EN ISO 14713 standard.
- The structure supplied by the Contracting Entity for hot-dip galvanising should comply with the following conditions:
 - joints should be welded using a semi-automatic method in protective gas shielding. Welding with a covered electrode is not recommended due to the poor quality of the zinc coating on the joints. In the case of electrode welding, welding slag should be carefully removed to mitigate coating defects,

- b) the surface of the structure should be free from: lagging, scale, weld spatter, shot, weld test preparation, sharp edges, contamination with paints, oils, emulsions and other materials e.g., silicones, adhesives used for scribing, marking, welding, drilling, etc.,
- c) surfaces after cutting with an acetylene torch, plasma or laser should be ground and sharp edges dulled,
- d) structural elements should have adequate process openings for venting, free zinc flow from the outside and inside of the element and for suspension (sheet metal brackets with openings can be welded). For health and safety reasons, concealed openings are not recommended. Table 1 constituting Annex no. 1 to the GTC provides the size and number of holes to be made in the corresponding profile cross-sections. In the case of profiles longer than 2.8 m, the holes made for filling with zinc should make up a minimum of 30 % of the profile cross-sectional area. The size and positioning of process holes has a significant effect on the formation of zinc thickening and under-zinc plating. It also affects the quality of zinc coatings and deformation of steel elements treated with hot-dip galvanizing. Failure by the Contracting Entity to comply with the aforementioned requirements may result in the lack of a quality certificate, lack of guarantee or rejection of complaints.
- e) in case of application of scallops as a technological solution required for the appropriate technology of hot-dip galvanizing of the structure, it is necessary to produce scallops of sufficiently large dimensions to enable the appropriate application / closing of the weld and adequate zinc flow.
- f) it is not recommended to make elements with an overlay and if such elements are present in the steel structure, a technologist should be consulted. The contact area formed by two overlapping parts in one or more planes should be as small as possible. The elements forming the overlay must be welded continuously and tightly around the perimeter on all sides. Although the space between the elements of the overlay is very small, the air and moisture contained within it, when exposed to the high temperature of hot-dip galvanising, leads to an increase in pressure sufficient to rupture the welds and trigger an explosion and the occurrence of warping and deformation of the structure. In some cases, it is necessary to unseal the overlay by means of a vent hole, the location and size of which should be agreed with the technologist,
- g) the quality of the zinc coating depends on the chemical composition of the steel. Non-alloy carbon steel, (e.g., PN-EN 10025-2), steel for concrete reinforcement (e.g., PN-EN 10080), low-alloy steel with increased strength (e.g., PN-EN 10025-6), low-alloy steel (e.g., PN-EN 10083-1), hot-rolled or cold-rolled steel (e.g., PN-EN 10210-1, PN-EN 10219-1), which are characterised by a silicon content $< 0.03\%$ Si (*with the total silicon and phosphorus content not exceeding 0.04%*) or the silicon content within the range of *0.14% to 0.25% Si* can be used for hot-dip galvanising. The quality of the zinc coating obtained (gloss, smoothness, thickness, adhesion, etc.) varies and depends on the chemical composition; in particular, on the carbon (C), phosphorus (P) and silicon (Si) content. The total carbon and silicon content of steel should not exceed 0.5%. The properties of the zinc coating related to the chemical composition of the steel are specified by the PN-EN ISO 14713-2 standard
- h) each structural element should consist of a single grade of steel. In addition, details made of low- and high-silicon steel should not be combined in a single structural element. Such solutions may result in a lack of adequate thickness of the zinc coating (not compliant with PN-EN ISO 1461 standard) on low-silicon steel or excessive coating thickness on high-silicon steel,
- i) structures should not contain small gaps or cavities. Welds should be tight and closed around the component, otherwise flux and acid residues may flow out of the weld after galvanizing, consequently deteriorating the quality of the coating (the so-called "rust leaks"), cracks, joints and even uneven welds may cause zinc bleeding and subsequent occurrence of zinc stains
- j) the maximum dimensions of the structure to be galvanised shall not exceed:
 - the length of **12.5m**, the width of **1.7m** and the height of **2.9m** and the unit weight over 3 tonnes,

- the length of **8.5m**, the width of **1.7m** and the height of **2.9m** and the unit weight of over 6 tonnes. If it is necessary to galvanise components with dimensions close to at least two of the dimensions specified, it is required to consult the Technology Department via the AUC department, which also applies to double galvanizing of oversized components exceeding the aforementioned dimensions.
 - k) the allowance for screw holes should be 1-2 mm,
 - l) moving parts may be soldered and the threads may be coated with zinc,
 - m) components consisting of parts with a similar thickness should be used. Differences in thickness of detailed elements can lead to structural deformation. The thermal impact of the zinc bath releases internal stresses in the components, which can cause deformation of the components. This is particularly evident in welded components, such as I-beams whose deformation after galvanising can exceed acceptable standards. This phenomenon is also revealed when galvanising stiffened sheet metal and open bent sections as well as gates and infill in fence spans and gates.
7. In the event of the delivery of items that do not meet the conditions specified in §6 sections 6 b, c, d, f, i, j, the Contractor, in consultation with the Contracting Entity, may perform additional work, charging the Contracting Entity with any costs incurred,
 8. Additional work within the meaning of Section 7 shall include, in particular: removal of old paint coatings, removal of old layers of zinc, oil, grease, abrasive blasting, drilling of missing process openings, straightening, cutting, welding, surfacing, galvanising of oversized components (exceeding the dimensions specified in Section 6 j),
 9. If a component to be galvanised contains flammable substances or materials, the Contracting Entity shall be obliged to remove them completely before sending it to the Contractor. Otherwise, the Contracting Entity shall be liable for any damage caused by its omission,
 10. In the event of concealed process openings made by the Contracting Entity which the Contractor has no possibility to check, the Contracting Entity shall be liable for any loss to the Contractor resulting from the explosion or failure to submerge a structural element caused by the absence or inappropriate location of the openings. The Contracting Entity will sign a declaration to be attached to the acceptance report.
 11. In items which are not duly constructed for hot-dip galvanising, ash which is difficult to remove can form. If the shape of a component permits the application of zinc coating while it is not possible to check the surface quality before galvanising, the Contractor shall not be responsible for the coating in these areas (e.g., pipe, box structures).
 12. The presence of zinc lint or icicles is permitted if they do not hinder the intended use of the steel product or reduce the required corrosion resistance. (EN ISO 1461, Section 6.1(8))
 13. Defects in the appearance of the zinc coating resulting from spot welding (weld leakage) in the overlap zone during the production process are acceptable. (EN ISO 1461, Section 6.1(8))
 14. Bulk/space components, due to their size and specific design, shall be subject to a non-standard dipping process in a zinc bath with limited handling possibilities. Consequently, they are exposed to deterioration in the quality of the applied zinc coating and defects in excess of those specified in the PN EN ISO 1461 standard, namely:
 - a) Localised zinc accumulation and thickening
 - b) Increased amount of ash on external and internal surfaces or discolouration, which cannot be completely removed due to the shape of the structure or improper positioning of process openings
 - c) Formation of uncoated/ungalvanised surfaces up to or exceeding 10cm². The sum of all uncoated/ungalvanised surfaces may exceed 0.5% of the total surface area of the component. The manner in which such surfaces are repaired is determined on a case-by-case basis within the technical capacity.
 - d) Occurrence of "groats" or other contaminants on some surfaces.
 - e) Shape deformations under the influence of the galvanising temperature.

15. If the Contracting Entity fails to comply with any of the above conditions, the Galvanizing Plant shall not be liable for any resulting defects in the zinc coating.

§ 7

In the case of ordering corrosion protection with the use of the “duplex” system or a paint coating, the Contracting Entity shall be bound to agree with the Contractor on: the type, thickness and colouring of the paint coatings and to specify the development of the surfaces to be protected against corrosion.

Time limits for execution

§8

The time limit for the performance of the service will be communicated in writing, by e-mail or by telephone no later than two days after the delivery.

§9

The time limit for the performance of the service shall be deemed met if, prior to its expiry, the components have been protected against corrosion and are deposited in the Contractor's warehouse of finished goods.

§10

If it is not possible to perform the service on time due to force majeure or any other reason that could not have been foreseen or avoided despite the exercise of due diligence, the Contractor is obliged to notify the Contracting Entity thereof and agree on a subsequent time limit for performance of the service.

Prices and terms of payment for services provided

§11

The remuneration for corrosion protection services provided by the Contractor is expressed exclusively in the Polish currency (PLN) and in the case of services provided to foreign customers, in EUR.

§12

1. The price for corrosion protection of steel elements is determined on an ex-stock basis for the Contractor according to the weight of the structure after galvanising and does not include the costs of special packaging, transport (freight), insurance, VAT as well as other additional costs.
2. For additional remuneration, the Contractor may undertake special packaging and transport of the items to the address indicated by the Contracting Entity.
3. The price for the corrosion protection service shall be determined on the basis of information received in writing or by telephone from the Contracting Entity.
4. The Contractor reserves the right to adjust the agreed price in the event that the type of goods entrusted, their quantity, weight or the material from which they are made do not correspond to the data contained in the request for quotation or the order placed by the Contracting Entity, presented in writing or by telephone.
5. The Contractor reserves the right to adjust the agreed price in the event of changes in the cost of production of the coating, e.g. cost of materials, energy carriers. The Contractor shall inform the Contracting Entity of this intention at least two weeks before the planned change. If the Contracting Entity does not agree within 7 days of notification, the Contractor shall have the right to withdraw from the agreement.
6. In the case of orders with a total weight of less than 100 kg, the Contractor reserves the right to calculate the amount of remuneration individually, using a higher rate. The minimum invoice value in these cases is PLN 250 (net).

7. In the case of the delivery of a cargo of components which do not meet the requirements contained in **§6(4)**, the Contractor may add a fixed fee for the so-called difficult unloading in the amount of at least PLN 300 (net) for each transport unit or, as a result, according to the hours spent on unloading, where the cost of 1 hour is PLN 110 (net). The Contractor reserves the right to change the rate of a man-hour.

§13

1. Each batch of components collected after the corrosion protection by the Contracting Entity will be invoiced in accordance with the regulations in force.
2. The Contracting Entity authorises the Contractor to issue VAT invoices for the corrosion protection service without the Contracting Entity's signature.
3. The amount due will be payable on the basis of a VAT invoice issued by the Contractor without the Contracting Entity's signature, at a date agreed and confirmed by both parties prior to the provision of the service.

§14

1. The date of payment of the amount due shall correspond to the date stated in the invoice, irrespective of any complaints.
2. The date of crediting the Contractor's account shall be deemed the date of payment.
3. The costs of the bank transfer and other expenses related to the payment shall be borne by the Contracting Entity and shall not reduce the amount due for the services performed by the Contractor.
4. Assignment of rights and obligations to third parties may only take place with the prior written consent of the Contractor on a case-by-case basis.

§15

1. In the event of late payment, the Contractor shall have the right to charge the Contracting Entity with interest for late payment in the amount of statutory interest for delay in commercial transactions. The Contractor reserves the right to change the deferred payment terms to cash or prepayment in the event of regular payment delays of more than 14 days from the date of payment due.
2. The Contractor may specify a debt limit which, if exceeded, may result in termination of the agreement through the fault of the Contracting Entity. The Contractor shall have the right to withdraw from continued execution of the agreement or the order if outstanding payments of the Contracting Entity have not been settled within the time limit specified in **§14(1)**.

Security rights

§16

1. A lien shall be established on the components handed over to the Contractor for corrosion protection, securing the Contractor's claims against the Contracting Entity arising from their business cooperation.
2. The Contractor shall also have the right to retain the components handed over to it for corrosion protection by the Contracting Entity until the claims conferred on the Contractor have been satisfied.

Acceptance of components

§17

1. Upon receipt of information on the completed order, the Contracting Entity shall be bound to perform the acceptance of the components subject to corrosion protection immediately.

2. Unless otherwise agreed, the Contracting Entity shall accept the storage of components after corrosion protection in an open, uncovered warehouse of finished goods.
3. The elements may be accepted only upon presentation of the acceptance report of the structure delivered for galvanizing after prior provision of the data of the accepting person by phone or e-mail (Surname, First Name, car registration plate number) or an authorisation signed by persons representing the customer and issued on behalf of the accepting person. The relevant authorisation to accept the components can be sent by e-mail. The absence of the authorisation document may provide the grounds for refusal to issue the structure.
4. Galvanised elements should be transported in covered vehicles (with a tarpaulin) in order to protect the structure from the damaging impact of external factors (moisture, mud, salt).
5. If the Contracting Entity fails to carry out the acceptance at the latest within five working days from the communication by the AUC employee of the completion of the service or if the Contracting Entity fails to agree on a date for the acceptance of the elements, the period of delay in acceptance shall be deemed to commence with the expiry of the fifth working day from the communication of the completion of the service.
6. The Contracting Entity shall pay the Contractor a contractual penalty for each day of delay in the acceptance of the steel structure components in the amount of 0.3% of the value of the contractual remuneration, calculated from the fifth day from the communication of the completion of the service or from the day specified in the agreement or order until the day of acceptance of the structure components, but not more than 25% of the value of the contractual remuneration, unless other storage conditions have been agreed.
7. The Contractor shall not be liable for any loss, destruction or damage to the elements due to force majeure, in particular: fire, lightning, flood, submersion, etc. Therefore, the insurance against such risks depends on the will of the Contracting Entity.
8. With the exception of section 7, the Contractor shall bear the risk of accidental loss or damage to the items from the time they are handed over to the Contractor until they are accepted by the Contracting Entity. If the components are not specified on delivery or if the quantity specified does not correspond to the actual quantity, the Contractor shall not be liable for the quantity of components issued.
9. The Contracting Entity shall be obliged to collect the goods after corrosion protection by an adapted means of transport in accordance with the applicable provisions of Article 43 of the Transport Law. Otherwise, the Contractor may refuse to perform the loading.

The Guarantee

§18

1. The Contractor shall grant a guarantee for the zinc coating under the terms defined in the attached guarantee terms and conditions of 2 January 2023.
2. The Contracting Entity shall be bound to mark the components in a permanent manner in a visible place after the structure has been assembled according to the following code: year of delivery, month of delivery e.g.23/1 which means 2023/January.
3. If the requirements of **§ 18(2)** are not fulfilled, a guarantee of 12 months shall apply.
4. The guarantee period shall commence from the date of acceptance of the components or from the date of notification to the Contracting Entity that the items have been prepared for acceptance.

§19

1. Notification by the Contracting Entity of any defects revealed must be made in writing, including the presentation of the purchase document, within 7 days of the discovery of the defects under the pain of losing the rights arising from the guarantee. It is permissible to report defects and send scans of the relevant documents and photographs by e-mail.

2. Defects shall also include the incompleteness of components subject to corrosion protection. If the Contracting Entity discovers incompleteness in the components received after corrosion protection, it shall immediately notify the Contractor who will determine how the incomplete delivery will be handled. The liability for missing elements shall rest with the Contractor. The actual quantity of components is documented in the "Acceptance report of components for galvanising" drawn up by the Contractor. In the event of lack of the specification of the components delivered for galvanising, the liability for the completeness of the delivery after galvanising shall be transferred to the Contracting Entity.
3. The Contractor is obliged to fulfil its obligations with regard to complaints immediately, in any case no later than within 14 working days following the moment of confirming the acceptance of the complaint.
4. If the complaint repair encounters obstacles that are difficult to overcome, in particular due to force majeure or any other cause that could not have been foreseen or avoided in spite of exercising due diligence, the time limit specified in section 3 shall be extended and agreed between the Contractor and Contracting Entity.
5. In the event of an unjustified complaint, the Contractor reserves the right to reimburse the costs of the trip in order to consider the validity of the complaint.

§20

Any structural changes to components and blasting prior to painting by another contractor carried out after the corrosion protection will result in the loss of guarantee rights.

§21

The guarantee shall not cover any damage to the surface of the components caused by excessive storage by the Contractor.

§22

The Contractor shall not be liable under the guarantee, warranty or for inappropriate workmanship if the defects of the coating are caused by a defect in the material used for the construction or by the use of improper construction solutions.

Specific conditions of hot dip galvanising

§23

1. The Contractor shall guarantee hot-dip galvanisation in accordance with the PN-EN ISO 1461 standard in its currently valid version.
2. The Contractor shall guarantee the zinc coating in accordance with PN-EN ISO 1461 and the paint coating in accordance with PN-EN ISO 12944 in the duplex system.
3. Zinc plating of load-bearing structures in accordance with the German guideline DAST-Richtlinie 022 can take place after prior notification by the Contracting Entity of such requirements and the submission of the required documents.
4. The possibility of meeting the requirements of other standards or special requirements of the Contracting Entity shall be agreed with the Contractor on a case-by-case basis.

§24

When ordering galvanisation of movable parts, the Contracting Entity is obliged to inform the Contractor in writing.

§25

Steel products with internal stresses after previous treatments such as welding, rolling, stamping, bending, etc., may deform during the galvanising process. This is particularly true for asymmetrical welding and long welds. The Contractor is not liable for deformation of the component during the galvanising process due to material and welding stresses (bath temperature approx. 450°C). Straightening of components and calibration of holes and threads will be carried out by the Contracting Entity itself or commissioned by the Contractor against an additional charge. The Contractor is not responsible for any deviations in the dimensions and fitting of the components.

§26

The Contractor reserves the right to withhold the performance of the service without any negative legal consequences for it if the Contracting Entity has failed to perform the obligations stipulated in **§6**. The Contractor shall immediately inform the Contracting Entity of the reason for the suspension of the service.

§27

All structural steel types presented in the ISO, DIN, ASTM, PN standards can be hot-dip galvanised, however, the quality of the zinc coatings obtained on them (lustre, smoothness, thickness, adhesion, etc.) varies and depends on the chemical composition of these steel types; in particular on their carbon (C), phosphorus (P) and silicon (Si) content - see **§6(6g)**. In case of using steel with the silicon content of less than 0.03% is used, the Contracting Entity should agree the galvanising conditions with the Contractor. Otherwise, the Contractor shall not be liable for the absence of normative thickness. Cast iron as well as some types of cast steel are not susceptible to hot-dip galvanisation.

§28

The Contractor is not responsible for:

- the appearance, thickness, adhesion and ductility of the zinc coating if the criteria described in **§27** are not met
- steel surface defects revealed after galvanising, e.g., lapping, flaking, scribing scratches, grinding, pores, pitting, welding splatter, faulty welds, - galvanising elements of special historical value, commemorative value, etc.

§29

After the service has been provided, the customer has the opportunity to provide its feedback via the questionnaire posted on the website www.mostostal.siedlce.pl/zabezpieczenia-antykorozyjne/dla-klienta

Final provisions

§30

1. The controller of your personal data is Mostostal Siedlce Spółka z ograniczoną odpowiedzialnością with its registered office in Siedlce, 08-110 Siedlce. For matters relating to the processing of personal data, you can contact us by mail at the above address or by e-mail at iod@polimex.pl or rodomostostal@polimex.pl. For more information on the processing of your personal data, please refer to Annex no. 2 (for contractors who are natural persons) or Annex no. 3 (for contractors who are legal persons) hereto.

§31

1. Any amendments to the provisions contained in these terms and conditions shall be introduced by the parties in writing under the pain of invalidity.

2. A change to the price shall not constitute a change to the terms and conditions within the meaning of §31(1) of these terms and conditions.

§32

1. The provisions of the Civil Code shall apply to liability for damages as well as any matters other than regulated by the General Commercial Terms and Conditions.
2. The Parties declare that the service addresses are indicated in the agreement or in the order. In the event of a change of address the Party shall be bound to immediately inform the other Party thereof in writing. If this obligation is omitted, the sending of correspondence to the former address shall have the effect of service. A change of the address shall not constitute a change to the terms and conditions within the meaning of §31(1) of these terms and conditions.

§33




Any disputes arising from the application of these General Commercial Terms and Conditions shall be settled by the common court having jurisdiction over the Contractor's registered office.

§34

These General Commercial Terms and Conditions concerning corrosion protection applied by MOSTOSTAL SIEDLCE Spółka z ograniczoną odpowiedzialnością shall be effective as of 1 July 2023.

Annex no. 1 to the GTC of 1 July 2023

Required minimum diameters of process openings depending on the profile dimensions and cross-section size.

| Profile type | | | Number of holes required | | |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------|-----|-----|
|  |  |  | 1 | 2 | 4 |
| Internal dimensions of the closed profile less than (mm) | | | Minimum diameter of openings (mm) in opposite ends of the profile: | | |
| 15 | 15 | 20×10 | 8 | – | – |
| 20 | 20 | 30×15 | 10 | - | - |
| 30 | 30 | 40×20 | 12 | 10 | – |
| 40 | 40 | 50×30 | 14 | 12 | - |
| 50 | 50 | 60×40 | 16 | 12 | 10 |
| 60 | 60 | 80×40 | 20 | 12 | 10 |
| 80 | 80 | 100×60 | 25 | 16 | 12 |
| 100 | 100 | 120×80 | 30 | 25 | 14 |
| 120 | 120 | 160×80 | 40 | 30 | 18 |
| 160 | 160 | 200×120 | 60 | 40 | 25 |
| 200 | 200 | 260×140 | 80 | 50 | 30 |
| 250 | 250 | 350×150 | 120 | 80 | 50 |
| 300 | 300 | 400×200 | 150 | 100 | 60 |
| 400 | 400 | 500×300 | 200 | 150 | 100 |
| 500 | 500 | 600×400 | 300 | 200 | 150 |

Annex no. 2 to the GTC of 1 July 2023

Information on personal data processing by Mostostal Siedlce Sp. z o.o. with its registered office in Siedlce as an appendix to agreements with customers who are legal persons

In connection with the implementation of obligations arising from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR") Mostostal Siedlce Spółka z ograniczoną odpowiedzialnością informs about the principles of processing your personal data.

1. The controller of your personal data is Mostostal Siedlce Spółka z ograniczoną odpowiedzialnością with its registered office in Siedlce (the "**Controller**", "**we**"), 08-110 Siedlce.
In matters relating to the processing of your personal data, you can contact us by mail at the above address or by e-mail at iod@polimex.pl or rodomostostal@polimex.pl.
2. Your personal data will be processed, depending on the type of cooperation:
 - a) in order to fulfil the obligations incumbent on the Personal Data Controller under the law, i.e. in particular the provisions of the Act of 1 March 2018 on counteracting money laundering and terrorist financing, among others, in connection with the need to assess the risk of money laundering and terrorism, the Act of 28 October 2002 on the responsibility of collective entities for criminal offences in connection with the obligation to verify counterparties, including the demonstration of due diligence in the selection of a counterparty, the provisions of Regulation of the European Parliament and of the Council (EU) No 596/2014 of 16 April 2014 on market abuse (Market Abuse Regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC in connection with our information obligations as a public company, or the provisions of the Act of 7 July 1994 Construction Law in a situation where we act as a contractor or, for example, a designer, as well as for the need to perform financial and tax settlements pursuant to the provisions of the Act of 11 March 2004 on value added tax or the Act of 29 August 1997 Tax Ordinance (Article 6(1)(c) of the GPPR);
 - b) in order to pursue the legitimate interests of the Data Controller, i.e. the performance of the contract with the entity you represent, for the exchange of email or written correspondence with our business partners, for the handling and assertion of claims in the event of their occurrence, for participation in negotiation and pre-contractual meetings, for marketing purposes, as well as in relation to the performance of our internal administrative purposes (e.g. archiving) in connection with the fact that we are part of the Polimex Mostostal Capital Group ("**GK PxM**") (Article 6(1)(f) of the GPPR).
3. In connection with the aforementioned purposes, we collect and process, in particular, the following data: first name(s), surname, position in the organisation, telephone number, e-mail address, information about your rights, as well as information confirming your ability to perform the contract.
4. Your personal data will be stored for the period necessary to fulfil the purposes for which they were collected and for which they are processed, but no longer than for the duration of the contract and for the period reserved by law (e.g., in particular, the limitation period of claims for periodic benefits and claims related to the conduct of business activities is 3 years), the storage of accounting evidence - 5 years or for the fulfilment of the Controller's legitimate interests by us.
5. We may share your data:
 - a) to entities processing your personal data on our behalf, i.e., providing consulting, business support services for us, including legal, debt collection, archiving, IT, debt settlement, courier services;
 - b) to our counterparties that are financial institutions, including banks, insurers.
6. Whenever we share your personal data, we will ensure that only the minimum information necessary for the purposes of the processing is provided.

7. In exercising your personal data protection rights, you may address the following requests to us:
 - a) access to your personal data and obtain their copy;
 - b) correct your personal data if they are incorrect or incomplete;
 - c) you may object to the processing of your personal data;
 - d) erase your personal data;
 - e) limit the processing.
8. Whenever you consider that our processing of your personal data violates the provisions of the GDPR, you also have the right to lodge a complaint with the President of the Office for Personal Data Protection.
9. Your personal data will not be profiled and processed in a purely automated manner.
10. Your personal data will not be transferred outside the European Economic Area. If this is not the case, under such circumstances your personal data will be transferred on the basis of a positive decision by the European Commission. On the other hand, in the absence thereof, only if we provide adequate safeguards and subject to the existence of enforceable data subject rights and effective remedies, of which you will be informed.
11. The provision of your personal data is voluntary but failure to do so will result in the impossibility of fulfilling the purposes for which they were collected, including the impossibility of fulfilling the contract.
12. If your personal data have not been provided to us directly by you, we have received them from the entity you represent or have downloaded them from publicly available sources (e.g., National Court Register or a website).