

**SPECIAL TERMS AND CONDITIONS OF SERVICE CONTRACTS  
OF THE COMPANY CELSA "HUTA OSTROWIEC" SP. Z O.O.**

The provisions of the General Terms and Conditions (GTC) will apply to issues which are not specified in this document, especially in respect of definitions of capitalized terms.

**§1**

**[Performance]**

1. The Business Partner represents and warrants that it has the knowledge, experience and required qualifications to perform the services under the Contract.
2. The Business Partner undertakes to perform the services under the Contract in accordance with the relevant provisions of law, the Contract, rules of technical knowledge and internal standards applied at Huta. Huta is obliged to inform the Business Partner of such standards, providing them in Written Form.
3. The Contract sets out the technical requirements concerning performance of the services under a Contract and admissible framework of exceptions to these assumptions in case of which it is deemed that the services are performed in accordance with technical requirements and Huta is obliged to accept the services performed, while retaining the right to a proportionate reduction in price.
4. Huta may request exact information on the services performed under the Contract and any required safety instructions, technical specifications, etc. The Business Partner will provide the above said information and documents in Polish. If the original version of documents is in a foreign language, the Business Partner will be responsible for having it correctly translated into Polish.
5. The documentation required to duly perform the Contract is attached each time to the Contract. In this case §4 sentence two and three will apply.

**§2**

**[Place of performance]**

The Business Partner may perform services for Huta on the site of Huta's plant if this results from the Contract.

**§3**

**[Performance period]**

The period in which the services covered by a Contract are performed can be extended due to:

- 1) an event of Force Majeure;
- 2) Huta suspending service performance if the services are performed on the site of Huta's plant, if Huta suspending work prevents performance of the Contract.

**§4**

**[Co-operation]**

1. The Parties undertake to co-operate in performing the services under a Contract.
2. The Business Partner will perform its services in such a way as to avoid hindering activities of or harming other persons performing work or services in Huta's plant.

**§5**

**[Materials and equipment]**

1. If, when performing the services covered by a Contract, the Business Partner uses materials and equipment belonging to Huta, they will continue to be owned solely by Huta. The Business Partner is obliged to repair any damage incurred by Huta due to damage, loss or destruction of the same in the period from when they were provided to the Business Partner to the date they are returned to Huta.
2. If a Business Partner performs the services covered by a Contract outside Huta's plant, using materials provided by Huta, all metal production waste obtained in performance of the services become the property of the Business Partner and their value should be deducted from the price due to the Business Partner for the services. Materials and equipment are provided to the Business Partner and returned to Huta on the basis of a report drawn up in Written Form. They are returned immediately on completion of the Contract without an additional request having to be made by Huta.
3. If the Business Partner uses its own materials and equipment to perform the services under the Contract, it is obliged to present a list of them giving technical parameters to Huta for approval.
4. It is only permitted to use materials and equipment that comply with provisions of law.
5. The Business Partner will ensure, by the appropriate marking and labels, that the materials which it uses when performing the Contract can be clearly identified.
6. If a Business Partner performs services on the site of Huta's plant, Huta will ensure the appropriate conditions for storing and safeguarding materials and equipment belonging to the Business Partner and used by it to perform the services covered by the Contract.
7. The Business Partner retains title to its materials and equipment. The danger of accidental loss of or damage to these materials and equipment is borne by the Business Partner.

**§6**

**[Supervision of Contract performance]**

1. At any time during the Contract term, Huta is entitled to request the Business Partner to provide or to make available any and all documents and information relating to the Business Partner's performance of the obligations under the Contract. To this end, a Huta Representative will, together with a Representative of the Business Partner, carry out an inspection of the work performed for Huta.
2. Huta informs the Business Partner in Written Form, giving the name of its Representative and the day and time, of its intention to carry out an inspection at least 1 (in words: one) Business Day prior to the planned date. If the Business Partner does not appoint a Representative, the inspection will take place without his participation to which the Business Partner gives its consent.
3. An inspection report is drawn up, signed by the Huta Representative and the Business Partner's Representative if one was present at the inspection.
4. If the Business Partner does not duly perform the obligations under the Contract, Huta is entitled to request the Business Partner to change the service performance by a set deadline. If this deadline passes to no effect, Huta is entitled to partially or entirely rescind the Contract or to terminate it with immediate effect and to demand contractual penalties of [ ]% [Please indicate contractual penalty, the amount can be set at your discretion though cannot be excessively high] of the price for the services.
5. If a Contract is rescinded entirely, Huta will not be obliged to pay any part of the price.

**§7**

**[Safety issues]**

1. A Business Partner will provide his employees and individuals used by a Business Partner to perform services in Huta's plant or in a place indicated by Huta with safe and healthy working conditions. A Business Partner will particularly:
  - 1) ensure that provisions and rules on health and safety at work are observed in its plant, issue recommendations for removing irregularities in this respect and ensure that these recommendations are followed,
  - 2) ensure that orders, decisions and regulations issued by supervisory authorities on conditions at work are followed,
  - 3) provide Huta with information about existing or noticed dangers to life and health, protection and preventative measures taken to eliminate or limit them, and instructions on how to proceed in the event of emergencies and other situations posing a danger to the life and health of a Business Partner to the extent that it concerns Business Partner's services,
  - 4) supply its employees and individuals, who are used by the Business Partner in performance of its services, with the appropriate personal protection items in the appropriate quantity.
2. Huta is obliged to:
  - 1) provide the Business Partner with information about orders, notices, decisions and rulings issued by supervisory authorities on labour conditions,
  - 2) inform the Business Partner about existing or noticed dangers to life and health, protection and preventive measures taken to eliminate or limit them, including about principles of conduct in the event of emergencies and other situations posing a danger to the Business Partner's life and health,
  - 3) provide measures required to give first aid in emergencies, combat fires, and evacuate persons present on Huta's premises.
3. The costs of providing the Business Partner with safe and healthy working conditions when performing the services under the Contract in the conditions listed in §7.1 above are included in the fee due to the Business Partner.
4. The Business Partner on the site of Huta's plant in connection with performance of obligations under a Contract has to make all efforts to ensure safe and healthy working conditions and to minimise the frequency of accidents at work, and in particular is obliged to comply with legal requirements, internal safety standards applied by the CELSA GroupTM and CELSA Huta Ostrowiec and sector health and safety at work practices. The Business Partner is entitled to request that it be shown the said regulations and instructions.
5. The Business Partner will provide Huta with a risk analysis document covering an assessment of the threats and risks related to providing the services covered by the Contract.
6. Huta is entitled to demand contractual penalties from a Business Partner for failure to comply with health and safety provisions and principles when performing the services on the site of Huta's plant. Penalties are:
  - 1) PLN 500 – for the first breach,
  - 2) PLN 1.000 for any subsequent breach.
7. If a Business Partner repeatedly breaches health and safety provisions and principles, Huta is entitled to rescind the Contract or terminate it with

immediate effect, irrespective of the possibility to demand payment of contractual penalties.

#### **§8**

##### **[Work acceptance]**

Services performed are accepted within 7 Business Days by an acceptance report being drawn up, signed by the Representatives of Huta and the Business Partner.

#### **§9**

##### **[Business Partner's environmental obligations when performing services on Huta's site]**

1. If a Business Partner performs the services under a Contract on the site of Huta's plant, it is obliged to observe applicable provisions of law on environmental protection, including the requirements of the internal environmental rules applied within the CELSA Group™.
2. If a Business Partner performs services under a Contract on Huta's premises, it is obliged to perform the services covered by the Contract in a way that takes into account protection of soil, earth, air and noise levels in the environment and safeguards against environmental emergencies and incidents, and particularly:
  - 1) emissions related to the performance of services covered by a contract cannot exceed admissible levels set out in generally applicable provisions;
  - 2) sewage discharge will be directed to industrial sewage collectors, while it cannot exceed admissible levels set out in generally applicable provisions;
  - 3) any accidental leakage or spillage will be immediately removed and discharged to the appropriate sewage equipment.
3. If a Business Partner performs services under a Contract on Huta's premises,, it is obliged to restrict any negative impacts of service performance on the natural environment and to monitor and measure this impact.
4. The Business Partner is fully liable for any breach of environmental provisions on the site of Huta's plant and for air, water and land contamination and noise emissions exceeding admissible norms, caused by the actions or omissions of a Business Partner or persons for which a Business Partner is responsible based on the provisions of law or of a Contract or on any other basis.
5. The Business Partner is obliged to observe provisions on how to handle Hazardous Materials.
6. The Business Partner is obliged to store and remove all waste arising from Contract performance in a manner corresponding to provisions of law. The costs in this respect will be borne by the Business Partner. It is forbidden to leave both non-hazardous and Hazardous Materials on the site of Huta's plant.
7. The Business Partner is obliged to obtain all the concessions, licences and permits that are required by law to carry out the services covered by a Contract, to provide copies of the same to Huta, to ensure that they are up-to-date throughout the Contract term and to provide Huta with updated documents without a separate request being made by Huta.
8. If a Business Partner performs services under a Contract on Huta's premises, in the event of any environmental threat arising on this site, the Business Partner is obliged immediately to inform Huta or an entity indicated by Huta thereof.
9. Huta is entitled to demand contractual penalties from the Business Partner for any failure to comply with environmental protection provisions and regulations during performance of the services on the site of Huta's plant. These penalties are:
  - 1) PLN 1.000 – for the first breach,
  - 2) PLN 2.000 – for any subsequent breach.
10. If a Business Partner repeatedly breaches the above provisions and regulations, Huta is entitled to rescind the Contract or terminate it with immediate effect, irrespective of the possibility to again demand payment of contractual penalties.

#### **§10**

##### **[Insurance]**

1. A Business Partner is obliged to have and maintain for the Contract term a valid third party insurance with a renowned insurance company covering liability for damage arising from failure to duly perform or failure to perform the Contract. The Business Partner's insurance will also cover losses occurred in goods, materials and equipment delivered by Huta to the Business Partner.
2. The amount of the insurance referred to above will be no less than 100 % of the price due under the Contract.
3. On Huta's demand, the Business Partner shall present proof of conclusion of insurance contracts referred to above and proof of a timely payment of the insurance premium (or its first instalment) within 7 Business Days from the demand date.
4. A Business Partner is obliged to become a party instead of Huta to all third-party claims brought due to losses arising from failure to duly perform or failure to perform the obligations under a Contract and is obliged to reimburse all costs and expenses that Huta has incurred for that reason.

#### **§11**

##### **[Payment of the price]**

The price for performing the services covered by the Contract is payable after acceptance of the services pursuant to §8 above, in accordance with §22-23 of the GTC, with the reservation that 10% of the price will be retained by Huta until goods are accepted by a third party with which Huta concluded a contract, in connection of which it contracted performance of specified services to the Business Partner under the Contract. However, it does not exclude Huta's further rights to retain payments under generally applicable provisions of law and the GTC.

#### **§12**

##### **[Intellectual property]**

1. All intellectual property such as inventions, whether patentable or not, utility models, designs, copyrightable materials and know-how created by the Business Partner when performing their obligations under the Contract and having application to the services will belong exclusively to Huta. The remuneration for transferring those rights is incorporated into the price resulting from the Contract. These rights will be transferred to Huta to the extent that the Business Partner is entitled to them, upon the price being paid.
2. Information that Huta provides to the Business Partner is the property of Huta or the third party that transferred the data to Huta in order to perform the Contract. The Business Partner will not use this information for any purpose other than performance of the Contract. In no case should disclosure of such information be treated as the rights to them being transferred, a licence being granted or rights to use them in a wider scope than that specified above being transferred under any title.

#### **§13**

##### **[Reservations]**

The Business Partner shall not without obtaining the Huta's prior approval in Written Form use any Huta's or trade names, trademarks, service marks, company names or other trade designations in any press releases, advertising literature, or corporate information disclosures, which approval may be withheld at Huta's sole discretion.