

## GENERAL TERMS OF TRANSPORT ORDERS

### ZAKŁADY AZOTOWE CHORZÓW S.A.

#### Article 1: GENERAL TERMS

1. Definitions:

**GTTO:** these General Terms of Transport Orders. If there are no other terms expressed directly in writing, these General Terms of Transport Orders shall constitute an integral part of every Order and shall be applied to all other activities between the Parties.

**Order:** a written order pertaining to the organisation of transport, which is also understood by the Parties as e-mails, filed by the Ordering Party and approved by person/s authorised to incur obligations on the part of the Ordering Party, or an agreement concluded in written form between the Ordering Party and the Carrier/ Forwarder for the transport/ shipment services.

**Ordering Party:** Zakłady Azotowe Chorzów S.A. ul. Narutowicza 15, 41-503 Chorzów entered in the register of entrepreneurs maintained by the District for Katowice – Wschód in Katowice, 8<sup>th</sup> Economic Division, KRS 0000070509, State Statistical No. (REGON) 271515599, VAT Reg. No. (NIP) PL 627 001 16 43 BDO: 00011393 share and paid-in capital PLN 94,700,000.

**Carrier:** a domestic or foreign entity, i.e. a natural person conducting business activity, a private person or a unit without legal personality but with legal capacity pursuant to the act.

**CMR Convention:** Convention on the Contract for the International Carriage of Goods by Road (CMR) signed in Geneva on 19 May 1956, of 19 May 1956 (Journal of Laws [Dz.U.] 1962 No 49, item 238), (corrected: Journal of Laws [Dz.U.] of 1995 No. 69, item 352) along with the Protocol to the Convention on the Contract for the International Carriage of Goods by Road (CMR), prepared in Geneva on 5 July 1978 (Journal of Laws [Dz.U.] 2011 No. 72 item 382).

**ADR Convention:** the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), prepared in Geneva on 30 September 1957, along with changes of updated annexes A and B (Journal of Laws [Dz. U.] of 2015, No. item 882).

**Transport Law:** Act of 15 November 1984 Transport Law (i.e. Journal of Laws [Dz.U.] of 2017, No. item 1983).

- Provisions of the Order inconsistent with the GTTO require observance of a written form under pain of nullity.
- These GTTO shall be binding unless the Ordering Party and the Carrier made different written arrangements where their superiority would be clearly designated in reference to these GTTO.
- In case of application of other language versions of the GTTO than the Polish language version and potential discrepancies between versions, the Polish version shall take precedence.

#### Article 2: OFFER AND PRICE

- The Ordering Party's instructions shall be binding only when they were filed in a written or documented form (also via fax or e-mail).
- The prices specified in the Carrier's offer and confirmed in the Order shall be binding. The prices do not include VAT.
- The Carrier shall confirm acceptance of an Order for processing by sending a signed document back to the e-mail address of an authorised employee of the Ordering Party specified on the Order.
- In case of absence of a clear refusal to accept the Order in a written form sent to the e-mail address of the authorised employee of the Ordering Party specified on the Order, the Order shall be deemed accepted for processing.

### **Article 3: SERVICE PROVESSING DEADLINE**

1. Deadlines and places of performing the transport service specified in the Order are binding.
2. If any delays are expected in reference to the dates contained in the Order, the Carrier shall immediately inform the Ordering Party about it by sending information about the causes and the expected duration of delay to the e-mail address of an authorised employee of the Ordering Party specified on the Order.
3. In case of delays in the transport service performance, the Ordering Party shall have a right to impose a contractual penalty on the Carrier in the amount of 1% of the value of the Order for every completed day of delay. The total amount of the contractual penalty shall amount to 10% of the Order value as a maximum. The Ordering Party shall have a right to other claims on the basis of legal provisions (in particular withdrawal from the Order, supplemental damages exceeding the amount of the stipulated contractual penalty upon general terms of the Polish Civil Code, the CMR Convention).

### **Article 4: PAYMENT TERMS**

1. The Carrier shall provide the Order number on all invoices. In case of absence of such data, the Ordering Party shall not be responsible for delays in settling payments.
2. The Ordering Party shall pay via a wire transfer on dates specified in the Order or on other dates agreed by the Parties.
3. The payment deadline shall be calculated from the date of receipt of a set of documents, i.e. the bill of lading and a correctly issued VAT invoice. The Ordering Party reserves a right to suspend payment in case of a pending complaint procedure until such procedure has been completed.
4. The date of payment shall be the date of debiting the Ordering Party's bank account.
5. Invoices in currencies other than PLN shall be settled at the average rate of the National Bank of Poland announced on the day preceding the day of unloading/ service performance.
6. In case of delays in payments, the Ordering Party shall pay statutory interest in line with the provisions of the Transport Law or the CMR Convention.

### **Article 5: COMPLAINTS**

In case the service quality is inconsistent with the Order, the Ordering Party shall have a right to file a complaint to the Carrier immediately at the moment of detecting a defect.

### **Article 6: CONFIDENTIALITY**

1. All the documents received from the Ordering Party shall be subject to confidentiality. The Carrier shall have a right to make them available to third parties only after receiving a prior written approval of the Ordering Party.
2. The Carrier shall use the confidential information exclusively for the purpose of Order performance.
3. The confidentiality obligations shall be binding up to 3 years from the date of Order performance.

### **Article 7: CARRIER'S LIABILITY**

1. The Carrier shall be liable for proper positioning of the goods for the purpose of avoiding axis overloads in the vehicle.
2. As of the moment of accepting goods on the means of transport, the Carrier accepts the risk and costs which emerge during transport as a result of improper positioning of the cargo.
3. The transport takes place in line with the CMR Convention or the Transport Law (Journal of Laws 1984, No. 53 item 272). The Carrier declares that it holds a proper civil liability insurance with respect to conducted business activity in an amount securing the value of the transported goods and bears full material liability for the transported goods from the moment of loading until the moment of unloading

- at the premises of the recipient indicated in the Order.
4. The Carrier declares that it conducts business activity in line with the binding provisions. The Carrier holds all the required licenses, permits and other necessary insurance (including cabotage) for the conduct of business in the country of service performance.
  5. The Carrier declares that the vehicle or the set of vehicles which are used for performance of the accepted order has proper equipment and complies with all the technical and sanitary conditions required by law.
  6. The Carrier shall immediately inform the Ordering Party at the e-mail address of an authorised employee specified on the Order about any hindrances, changes, inconsistencies in the goods during loading, damages or delays of the goods at every stage of order performance under pain of reduction of remuneration for the performed service up to the full amount of carriage.
  7. The Carrier shall check the actual status of the accepted and handed-over goods and in case of any inconsistencies shall describe them in the bill of lading under pain of reduction of remuneration for the performed service up to the full amount of carriage. Any changes in the terms of the Order require written approval before the completion of transport by unanimous declaration of both parties in written form sent via e-mail. Any additional issues shall be agreed with the Ordering Party in a written form and notified during service performance.
  8. Any consequences resulting from independent changes not agreed with the Ordering Party shall encumber the Carrier, who shall be responsible for actions and fails to act of its employees and any other persons whose services the Carrier uses for the purpose of providing the transport service.
  9. The Carrier shall cover the full amount of damage resulting from improper performance of the Order, performance of the Order in a mode inconsistent with the determinations or provisions of the Transport Law or the CMR Convention.
  10. Delays in delivery, failure to make the vehicle ready or making the vehicle ready late for loading with respect to the information contained in the Order may result in charging the Carrier with the full amount of carriage.
  11. In case of failing to make the vehicle ready for loading on the previously agreed date specified in the Order, the Ordering Party shall have a right to commission the service from another carrier at the cost and liability of the Carrier who failed to meet its obligations.

#### **Article 8: TRANSPORT OF HAZARDOUS GOODS**

1. At the moment of concluding the Agreement, the Ordering Party shall provide the Carrier with any available information about the hazardous goods subject to transport, including the class and the UN number and any other information and instructions pertaining to the load, provided the Ordering Party holds such information.
2. The Carrier shall observe all possible security measures during the transport of hazardous goods.
3. The Carrier declares that the means of transport used for the transport of hazardous goods complies with all requirements set by the ADR Convention and other provisions regulating transport of this type.
4. The Carrier declares that the driver who transports the hazardous goods has completed all the trainings and tests required by law.

#### **Article 9: ORDERING PARTY'S LIABILITY**

1. The Ordering Party shall bear contractual liability only in case of violation of the terms of the Order resulting from an intentional act or gross negligence up to the value of the Carrier's loss for the unfinished part of the Order. The Ordering Party's liability related to the performance of the Order shall be limited to the contractual liability in case of cumulation of contractual and tort liability, in line with Art. 443 of the Civil Code.

## Article 10: GDPR

Pursuant to Art. 13.1 and 2 of Regulation 2016/679 of the European Parliament and of the Council (EU) 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 (GDPR), we hereby indicate that:

1. The data controller is Zakłady Azotowe Chorzów S.A. 41-500 Chorzów, ul. Narutowicza 15, entered in the District Court Katowice Wschód in Katowice, 8th Economic Division of the National Court Register under entry No. KRS 0000070509, VAT Reg. No. (NIP) 627-001-16-43, share capital PLN 94,700,000 (fully paid-up).
2. ZACH designated a Data Protection Officer. With respect to all issues related to the processing of personal data of persons responsible for the performance of the goods transport services by the Data Controller, as well as in the case of exercising rights specified in this clause, contact us by sending a relevant application in written form to the following address: Zakłady Azotowe Chorzów S.A., 41-500 Chorzów, ul. Narutowicza 15, with a note "Personal Data Protection", to e-mail address: [iod@azotychorzow.pl](mailto:iod@azotychorzow.pl), or via telephone at No. +48327362000,
3. The processing of data shall encompass data of persons responsible for the performance of the concluded agreement or activities prior to the conclusion of the Agreement (GDPR, Art. 6.1b), including first name, surname, telephone number, e-mail address, for the purpose of:
  - a. performance, for the benefit of Zakłady Azotowe Chorzów S.A., of goods transport service and shall be stored for a period preceding conclusion of an agreement and the period of agreement performance;
  - b. servicing complaints and notifications and shall be stored for a period of 3 years from the completion of a case.
4. Data of persons responsible for performance of the Agreement may be processed on the basis of the Data Controller's justified interest (GDPR, Art. 6.1f), for the purpose of:
  - a. performance of audit and control activities and shall be stored for a period of 5 years from the end of an activity;
  - b. determination and seeking of potential claims or defence against potential claims and shall be stored for the duration of proceedings or a period of expiration of potential claims;
  - c. debt recovery and performance of seizures of receivables and shall be stored for a period of 10 years from the end of a calendar year in which the receivable was settled.
5. Data of persons responsible for the processing of goods transport services for the benefit of Zakłady Azotowe Chorzów S.A. may be processed in relation to performance of obligations imposed by legal provisions on the Data Controller (GDPR Art. 6.1c) for the purpose of and within the scope necessary to perform the obligations resulting from tax provisions, accounting provisions and the mandatory rule of law regulating the issues of domestic and international transport of goods.
6. Data of persons responsible for the performance of transport services for the benefit of Zakłady Azotowe Chorzów S.A. may be made available to:
  - a. companies providing accounting, invoicing and contract settlement services, service quality audit, receivables recovery, legal and analytical services;
  - b. suppliers of IT systems and IT services;
  - c. postal operators and couriers;
  - d. entities authorised to receive data of persons responsible for the performance of transport services for the benefit of Zakłady Azotowe Chorzów S.A. on the basis of legal provisions.
7. Persons responsible for performance, for the benefit of Zakłady Azotowe Chorzów S.A., of goods transport services, shall have a right to access the contents of data and a right to demand data rectification, removal, limitation of processing, a right to transfer data and a right to file an objection

against data processing, as well as a right to withdraw the consent at any moment without affecting the compliance with the law of the processing made on the basis of the consent prior to its withdrawal.

8. Persons responsible for performance, for the benefit of Zakłady Azotowe Chorzów S.A., of goods transport services shall be vested with a right to file a complaint to the President of the Personal Data Protection Office, handling personal data protection if they decide that the processing of personal data violated the GDPR provisions.

Contact data of supervisory authority:

Personal Data Protection Office

ul. Stawki 2, 00-193 Warsaw

Tel. No. +48 22 531 03 00, <https://www.uodo.gov.pl/pl/p/kontakt>

9. Data of persons responsible for service provision shall not be subject to profiling. Provision of personal data of persons responsible for performance of the agreement/ provision of service is voluntary, yet the consequence of failing to provide personal data required by ZACH entails no possibility of implementing the subject matter of the agreement.

#### **Article 10: PRECURSORS**

Internal regulation No. 3/2018 on safe trading of explosive precursors based on the Act of 13 April 2016 on the Safe Trading in Explosive Precursors (Journal of Laws of 2016, item 669) and regulation of the European Parliament and the EU Council No. 98/2013 of 15 January 2013 on the marketing and use of explosives precursors is applicable in the Ordering Party's company as an entity producing and trading in explosive precursors.

#### **Article 11: FINAL PROVISIONS**

1. If any of the GTTO becomes invalid, such invalidity shall not affect other terms. In line with the content of this article, if any of the GTTO becomes invalid, the Parties shall initiate negotiations to agree substitute terms.
2. The GTTO shall be interpreted in line with the Polish law. With respect to issues not regulated in the GTTO, relevant provisions of the Polish Civil Code shall be applied and in cases pertaining to international transport, also the provisions of the CMR convention shall be applicable.
3. The place of performance of all obligations resulting from an Order shall be the Ordering Party's seat.
4. The court competent for settling disputes resulting from the agreements binding the Parties shall be the court of local competence for the Ordering Party's seat.
5. These GTTO may be revised and changed by the Ordering Party. The most recent version of the GTTO is available at [www.azotychorzow.pl](http://www.azotychorzow.pl).