



G24 GLOBAL SOLUTIONS Sp. z o.o.  
ul. Urzednicza 26/1 30-051 Kraków  
REGON: 520189360 | NIP:6772469622 | KRS:0000926625  
www.g24-global.com

Kraków, 25.02.2022

## General Commercial Terms and Conditions

### 1. Definitions

GTC – Mean these General Commercial Terms and Conditions or a part hereof.

Supplier – Supplier and Provider are understood as the same, being the company that will provide goods or services to G24.

G24 – Principal, Contractor and G24, are understood as G24 Global Solutions S.p z.o.o. with its registered office in Kraków (Poland), entered in the Register of Entrepreneurs of the National Commercial Register at District Court for Kraków Śródmieście in Kraków, XI Division of the National Court Register, under KRS: 0000926625.

Site –The place or places belonging to the final customer, where the services will be performed.

End Customer – End Customer, Customer, End Users are understood as Final Customer.

Services – Services, job, works, are understood as the same, they are defined on the Purchase Order related to a project.

Purchase Order - P.O. or Agreement are understood as the same.

### 2. Non-Disclosure / Confidentiality

2.1 The Supplier is, without the written approval of G24, not allowed to copy or disclose to any third party or make public or use for advertising purposes the content of the subject of delivery or any business or written or oral information received by the G24 or the End customer. All documents made available by the Principal to the Supplier for the execution of the subject order are protected by copyright and shall unasked be returned to G24 before the termination of the job. Upon request, the Supplier be obliged to immediately return to G24 all confidential contents, and not to keep any copies, extracts, or reproductions of any kind or destroy it. The Supplier shall not have right to retain confidential contents. This provision also concerns the drawings and software submitted to the Supplier by the Principal or created/modified by the Supplier for the project.

The Supplier must ensure that the information is only accessible to its employees who need to know the confidential information to facilitate the project. If not stated in the contract of employment that those employees involved in the project are (for the period of their employment and, to the extended permitted by law, also afterwards) obliged to the same degree of confidentiality the Supplier take responsibility for all branches by its employees.

The same applies in the case of the Supplier subcontracting the services to a third party. All persons getting knowledge of such information and documents shall be bound by a respective secrecy obligation. In the case of contravening against the provision above, Supplier will anyway be obliged to pay a contractual penalty to be negotiated separately, at least, however, a contractual penalty to the amount of 20 % of the contract value. Notwithstanding the contractual penalty, the Principal shall be entitled to claim damages in accordance with the Civil Code.



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## 2.2 Contacts with End User, Customer and Operator of the Total Plant.

All contacts necessary for the purpose of providing the scope of delivery and services shall exclusively be conducted directly with G24. All contacts with End Users are principally forbidden. The Supplier is obliged to inform the Contractor on any intended direct contacts and to have them approved by the latter, in written. The Supplier shall, in this case, respectively submit a copy of the correspondence or telephone notes. In the case of contravening against the provision above, Supplier will anyway be obliged to pay a contractual penalty to be negotiated separately, at least, however, a contractual penalty to the amount of 20 % of the contract value. Notwithstanding the contractual penalty, the Principal shall be entitled to claim damages in accordance with the Civil Code.

## 3. Safety at Work

3.1 The Supplier and his personnel are exclusively and, in each respect, responsible for the implementation of the legal and other required safety measures, like e.g., the Labour Safety Law. The personnel subjects itself to the control, accident prevention and other rules of G24 and End User applicable at site.

3.2 All consequences and cost incurred due to any non-compliance with the safety rules is to the account of the Supplier and shall be under his liability.

## 4. Guarantee, Liability

4.1 The Supplier guarantees the proper, professional and timely execution, according to the latest applicable documents. In particular, the Supplier will warrant that all faults, defects and damages occurred by his fault will be made good immediately and free of cost for G24, inclusively any cost for removal, hauling and new commissioning. Should the Supplier not be able to carry out such repairs, the respective defects will be repaired by G24 or any third party, at the Supplier's cost.

### 4.2 Liability, operation and product Liability

The following provisions shall be applicable notwithstanding legal regulations:

4.2.1 The Supplier shall bear liability for any damages caused by him, by persons for whom it is responsible or his such persons services.

4.2.2 The Supplier shall furnish to G24 a copy of a (civil liability) insurance policy and, at request, shall make available proofs of ensuring the required insurance coverage.

4.3 The works performed by the Supplier are covered by the warranty. Unless otherwise agreed, the warranty period amounts to 24 months from the date of completion of the works. If G24 grants a guarantee or warranty to the End Customer for the Supplier's works, the Supplier's warranty period for these works may not expire earlier than the period of the warranty or guarantee provided by G24 to the End Customer.



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## **5. Execution of the project**

5.1 The Supplier shall appoint a permanent project manager to the Customer for coordinating the services to be performed with the Customer's site manager and controlling the execution of the work carried out by the Supplier's employees and/or subcontracts. The Supplier shall inform the Customer immediately about any change of the Supplier's project manager during the execution of the order.

The Supplier's project manager shall exercise the sole authority to issue directives to the Supplier's employees and/or subcontracts.

5.2 The Supplier is familiar with the circumstances and conditions at the construction site and also made itself familiar with the details of contractual services. In the course of assembly and/or test phase and/or implementation and/or operating test some short interruptions may occur. These interruptions are not a reason for additional charges on the part of the Supplier. Subsequent claims for assembly difficulties cannot be acknowledged by G24.

5.3 The Contractor is allowed to cancel the fulfillment of services anytime with a time of giving notice 5 days before. The services already rendered until the day of effectiveness of cancellation will be compensated by G24. Furthermore, no compensation will be granted.

5.4 The Supplier reserves the right to subcontract the services to third parties with the prior written authorization of G24. The Supplier will transfer all the rights and obligations established in the P.O. and in this document (General Commercial Terms and Conditions) to the subcontractor and is fully responsible for its compliance.

## **6. Replacement position, end of service,**

6.1 The Contractor shall be entitled to reject the Supplier in the event of criminal offenses, gross negligence, incapacity to work, illness or accident, serious misconduct, violation of customs, traditions and laws of the country of assignment, or professional non-compliance.

6.2 The Contractor shall inform the Supplier in writing that it will terminate the performance. No payment shall be made after receipt of this notification by the Contractor.

## **7. Regulations for environment compatibility**

7.1. The supplier confirms with the receipt of the purchasing order that in connection with the fulfillment the supply and scope of work all legal editions and appropriate guidelines are



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observed concerning environmental compatibility. By the contractor it is confirmed that the rules are generally applied of the ISO 14001 concerning:

- use of ecologically compatible materials
- application of environmentally harmless technologies and processes
- saving use of the resource
- use of reusable or recyclable packing

7.2 The Supplier shall be obliged to take any required steps (e.g. storage, treatment and disposal of operating materials and consumables etc.) in order to comply with legal environmental regulations/conditions.

In the case of availability an appropriate certification we ask for a copy of the certificate in connection with the order confirmation.

## **8. Quality Assurance**

The Supplier undertakes to apply the principles of quality assurance as per ISO-Standard 9001 (in the actual version) for the execution of its scope of supplies and services and to impose the same obligation on its subcontractors. The purchaser and the final customer shall be entitled to audit the supplier and its subcontractors quality assurance system, the quality assurance regulations and the quality assurance plans at any time.

According to guidelines of automotive industry suppliers which are iso-certified will be preferred for placement of orders.

## **9. Remuneration of the Supplier**

9.1 After partly and complete fulfillment of the contractual scope under the condition that all documents are delivered. Monthly partial invoices accepted in line with scope fulfilled confirmed confirmed by G24 person in charge. Without handing over of documentation no payment will be done. Not or not full/proper executed scope of service will reduce contract price accordingly.

9.2 The Contractor's remuneration is due after G24 approves the number of working hours covered by a given PO or settled over a period of time, or after acceptance of the work performed by the Supplier. In the event that the End Customer questions the settlement of working time presented by the Supplier or the work performed, the Supplier's remuneration becomes due after agreeing with the End Customer the settlement of the Supplier's working time or acceptance by the End Customer of the work performed by the Supplier.

9.3 Supplier's remuneration is paid each time on the basis of an invoice issued electronically in accordance with the rules set out in these GTC and P.O. and sent to the G24 following e-mail address: [invoices@g24-global.com](mailto:invoices@g24-global.com)

9.4 The invoice shall be verifiable and shall comply with existing laws. The supplier bears the sole responsibility for fulfilling this duty according to the law. Any expense or cost resulting from contravening this duty lies with the Supplier which is responsible for them. Any



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and all taxes and charges (except VAT) are the concern of the Supplier and shall be borne by him directly. Payment shall be based on order value and on scope after execution, and after receiving proper documentation acc. requirement of G24.

#### 9.5 Additional services.

In case of requirement, additional services shall be executed only after previous order of G24 and nominated site management and shall only paid after full and proper execution and confirmed by authorized person of G24, based on rates defined on the P.O.

### 10. Supplier Documents

10.1 The Supplier transmits following documents at the latest with sending order acknowledgement or in case there is no requirement for order acknowledgement before commencement of the work:

10.1.1 Proof of tax registration of registered business address all verifications and confirmations which record compliance of prevailing public-law regulations

10.1.2 Tax clearance certification & health insurance clearance certification of the actual period

10.1.3 Proof of liability insurance by submitting the insurance confirmation with the confirmation of insurance stating the amount of coverage for personal injury, property damage, financial loss and activity damage,

### 11. Supplier's Manpower Documents

11.1 Following documents shall be provided to the site manager.

- Residence permit and work permit.
- Proof of valid health, BHP (EHS) Insurance or valid A1 Form.
- Copy of Passport or ID-Card or Driving License.
- Residence Registration Card.
- Employee's health insurance card.
- In some cases, forklifts/lifts certificate or drive license, electrician certificate, standard certificates, as well as the required certificates enforced by the law on the site.

11.2 In case of deployment of foreign employees, their valid permits according to the aliens law,

11.2.1 On a monthly basis, the current clearance certificate from the tax office and health insurance companies,

11.2.3 Documents/data of the assigned personnel for the obtaining work and residence permit/obligation to register - if required.

11.2.4 The fully and duly completed form "A1" (former form "E 101") in accordance with Regulation (EC) no. 883/2004 and No 987/2009 or a form replacing it.



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11.3 In case of documents not to be provided on request and within a delay of 24h any person of Supplier may be removed from site respectively working place, any cost resulting shall be borne by the Supplier, traveling cost and hours worked will not be compensated by G24.

## 12. Obligations

12.1 The Supplier is obliged to control that its employees and subcontracted companies comply with the requirements and obligations required by the law and G24 and is fully responsible for its compliance.

12.2 The Supplier or any other party involved will, IN ANY EVENT, not offer or participate in services and/or any other type of employment relationship to any current or former customer of G24 without the written permission of G24, while a contractual relationship exists between G24 and the supplier and within three years after the end of the cooperation. Failure to comply with this obligation will result in the supplier being obliged to pay a penalty of 100.000,00 €.

## 13. Jurisdiction, Governing Law

The exclusive jurisdiction for all disputes relating to this contract which may arise from a P.O. (including any dispute relating to the validity of a contract itself) shall be Krakow, Poland.

All Agreement and P.O. are subject to Polish law.

## 14. Data Protection (GDPR)

14.1 G24 processes personal data only in accordance with the GDPR and the relevant national data protection laws. Details on the G24 data protection regulations can be found at <https://www.g24-global.com/privacy-policy/>

14.2 If you have any questions regarding data protection or wish to assert your rights as a data subject, please contact the relevant GDPR contact. [office@g24-global.com](mailto:office@g24-global.com)

## 15. Final Provisions

The Supplier shall provide all outstanding deliveries and services until complete fulfillment of the Agreement and Customer satisfaction.

Yours sincerely,

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