

General Contractual Terms DaVita sp. z o.o.

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I. GENERAL

1. These General Contractual Terms (hereinafter referred to as the "GCT") apply to all contracts (sale contract, contract of mandate, contract for specific work, service provision contract) concluded by DaVita sp. z o.o. with its registered office in Wrocław, address: ul. Legnicka 48 (building F), KRS: 0000402428, NIP: 5252521356 (hereinafter referred to as "DaVita") within the scope of conducted business activity with other entrepreneurs (hereinafter referred to as the "Suppliers").
2. GCT are an integral part of the contracts referred to in Point 1 above and are binding for both Parties of such contracts as long as the Parties agree otherwise in writing or in an order accepted by DaVita (in written or document form). In the case of discrepancies between the GCT and a written contract or an order accepted by DaVita, the provisions of the written contract or the order shall prevail.
3. Supplier's General Contractual Terms may apply only insofar as they are not contrary to the provisions of these GCT and only if they are expressly accepted by DaVita

II. DELIVERY

1. Goods shall be collected by DaVita representative in a place of delivery.
2. Delivery of goods (including the delivery under complaint or guarantee procedure) shall take place in accordance with DDP Incoterms 2010 (DaVita's address as specified in the Order), and in the case of return of goods by DaVita under complaint/guarantee procedure, the Supplier shall collect the goods from DaVita in accordance with EXW Incoterms 2010 (DaVita's address as specified in the Order).
3. If the case of delivery delay of 3 business days, the Supplier shall pay DaVita a contractual penalty in the amount of 1% of the value of the Order for each day of delay. DaVita is entitled to claim compensation in excess of the reserved contractual penalties on general terms.

III. PAYMENT

1. Day of payment: 30 days from the date of submitting a correctly issued invoice, to the account specified on the invoice.
2. The invoices shall be submitted to DaVita in an electronic form (in PDF or TIF) to the following e-mail address: PL_invoices@davita.com.
3. The invoices shall be issued to DaVita separately for each place of delivery and they shall include information on the relevant place of delivery. Each time a delivery confirmation signed by DaVita representative in a relevant place of delivery must be attached to the invoice.

IV. COMPLAINT TERMS (disposable goods)

In the case of medication/medical device delivery – the Supplier undertakes to comply with best-before dates (use-by dates) of the supplied goods. Best-before date (use-by date) of the supplied medication/medical device may not be shorter than 6 (months) from the date of delivery, unless DaVita expressly agreed to a shorter bestbefore date (use-by date) in the order/offer acceptance. In the case of quantity discrepancies in the delivered goods (the so-called quantity complaint), transport damage (the so-called distribution complaint) and in the case of quality complaint, DaVita shall promptly notify the Supplier of such circumstances (email notification shall be permissible).

Time limit for complaint processing – 14 calendar days from the filing date. If a reply is not provided in the abovementioned time limit, the complaint shall be deemed recognised.

In the case of complaint recognition, at the Supplier's discretion, they shall correct the issued invoices, complete the missing number of goods, collect incorrectly delivered surplus of goods, and in the case of quality complaints – they shall gratuitously deliver the same number of goods without defects.

V. GUARANTEE TERMS (devices)

1. In the case of delivery of devices, including medical devices, the Supplier represents that they comply with all legal requirements and harmonised standards (including Polish standards) related to such devices.
2. The Supplier shall give DaVita a 24-month quality guarantee on the goods.
3. DaVita shall promptly notify the Supplier of defects in the delivered goods. E-mail notification is permissible.
4. The Supplier undertakes to remedy the defect in the goods not longer than within 72 hours from the notification date, unless the defect requires replacing spare parts which the Supplier does not usually have in their warehouse or the defect requires replacing the device with a new one – then the Parties shall set the replacement date together.
5. If it takes longer than 72 hours to remedy the defect, the Supplier shall gratuitously provide a replacement device of the same parameters, for the entire repair period.
6. If the Supplier fails to provide a replacement device as specified in Point 5 above, DaVita shall be entitled to charge a contractual penalty in the amount of PLN 50.00 for each day of such a failure. The above shall not exclude DaVita's right to claim compensation in excess of the reserved contractual penalty on general terms.

VI. REPRESENTATIONS

1. The Supplier represents that the goods comply with all legal requirements concerning marketing authorisation.
2. The Supplier represents that they have knowledge, legally required authorisations, qualifications, experience and financial, technical and personal capacity to perform the subject of the contract/order.
3. DaVita sp. z o.o. with its registered office in Wrocław represents that it has the status of a large entrepreneur within the meaning of Article 4(6) of the Act on counteracting excessive payment delays in commercial transactions of 8 March 2013.

VII. ANTICORRUPTION CLAUSE

1. The Supplier complies and will continue to comply with all applicable laws, requirements and professional standards that preclude unlawful payments, gratuities and benefits, including all applicable anti-bribery laws. The Supplier will not, directly or indirectly, offer, pay, promise or authorize the payment of any money or thing of value, while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any person (including employees of state-owned entities, healthcare facilities or companies, candidates for public office, and employees of private companies), for the purpose of: (i) improperly influencing any act or decision; (ii) inducing such person to do or omit to do any act that violates his or her duties, (iii) securing any improper advantage for DaVita or the Supplier in connection with DaVita business; or (iv) improperly inducing such person to use his or her influence to assist DaVita (including any of its Affiliates) or to assist The Supplier in connection with DaVita business.
2. If the Supplier or its agents engage in any activity which DaVita reasonably believes to be in breach of the anticorruption provisions above, the Supplier shall immediately take such corrective action as DaVita requests, or DaVita may, in its sole discretion, terminate this Agreement without further notice, liability or obligation to the Supplier.
3. The Supplier agrees to indemnify and keep DaVita indemnified against all costs, expenses, claims, actions, suits, demands and liabilities for which DaVita may become liable, including reasonable attorney's fees, which arise directly or indirectly by reason of any breach of this section or any negligent or wrongful act or omission on the part of the Supplier related to the anticorruption provisions above.

VII. CONFIDENTIALITY CLAUSE

Information disclosed by DaVita during and in relation to the performance of this Contract shall be deemed confidential ("Confidential Information"). Taking into account the safety of Confidential Information, the Supplier represents that the Confidential Information that they received:

- a) Remain an exclusive property of DaVita and shall be processed by them only for the purpose of and in relation with the performance of this Contract;

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- b) May not be disclosed to third parties without prior, written consent of DaVita, unless the disclosure obligation results from applicable provisions of law;
- c) Should be protected against unauthorised disclosure under the pain of compensation liability and to an extent in which the Supplier protects their own confidential information;
- d) Should be subject to return after the performance of this Contract, upon explicit request of DaVita, however not later than within 14 days from the date of presenting such a request.

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IX. SANCTIONS LISTS

1. The Supplier declares that neither him/her nor his/hers subsidiaries, board members, supervisory board members or other decisive bodies members placed on the sanction list kept by the Minister of the Interior in accordance with the Act of April 15, 2022 on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security, and on any of the sanction lists of the European Union, for which a decision was made to freeze all funds and economic resources, or prohibiting the provision of any funds and economic resources to or on behalf of the listed entity, directly or indirectly.
2. In addition, the Suppliers declares that no product, component, raw material or services from entities or persons subject to economic sanctions will be used by the Supplier for the purpose of cooperation with DaVita.
3. The Supplier undertakes to immediately notify DaVita of the inclusion in the sanctions list, and DaVita has the right to terminate cooperation with the Supplier in such a situation with immediate effect.