General Terms and Conditions of Business (GTC)

(01.01.2026)

1. Scope of Application

These General Terms and Conditions of Business (hereinafter referred to as the “GTC”) shall apply to all deliveries and services of Tyczka Trading Poland Sp. z o.o. (hereinafter referred to as “Tyczka”), unless otherwise agreed in individual contracts. Any other terms and conditions (in particular terms and conditions of purchase) are hereby expressly rejected; they shall only become part of the contract only if expressly confirmed in writing by Tyczka.

These GTC form an integral part of all contracts concluded by Tyczka and its contractual partners (hereinafter also referred to as the “Customers”) with respect to deliveries or services offered by Tyczka. They shall also apply to all future deliveries, services, or offers made to the Customer, even if they are not separately agreed again.

This version of the GTC replaces all previous versions.

2. Offers

Tyczka’s offers are non-binding and without obligation unless expressly designated as binding; they shall be understood to be a request to the Customer to submit a contract offer. Unless otherwise agreed by the parties, a contract shall be concluded if Tyczka confirms it in text form (e.g. by letter, fax or e-mail) within one week (order confirmation).

Following a telephone agreement on deliveries (spot transaction), Tyczka shall send the Customer an order confirmation by e-mail within 48 hours. The respective legal transaction shall be deemed concluded in accordance with the content described in the e-mail unless the Customer objects within twelve hours of receipt of the order confirmation.

To the extent that a supply contract for a fixed period of time has been concluded in writing or in text form, the legal relationship between Tyczka and the Customer is solely governed by the supply contract, including these General Terms and Conditions. The supply contract fully reflects all arrangements between the contracting parties on the subject matter of the contract. Verbal commitments made by Tyczka prior to the conclusion of this contract are not legally binding, and verbal agreements between the contractual parties are replaced by a contract concluded in writing or in text form, unless it is expressly agreed that the verbal agreements are to remain valid in each specific case.

Any amendments or modifications to the agreements concluded, including these General Terms and Conditions, must be made in written or text form; otherwise, they shall be null and void.

Information provided by Tyczka regarding the subject matter of the supply or service (e.g. weights, dimensions, utility values), as well as illustrations of the same (e.g. drawings and illustrations), shall only count as approximations, unless the use for contractual intended purpose depends upon precise compliance. They are not guaranteed quality specifications, but descriptions or identifications of the supply or service. Customary commercial deviations and deviations based on legal regulations are permissible, provided that they do not adversely affect usability for the contractually intended purpose.

Tyczka expressly reserves the ownership and copyrights to all offers and cost estimations submitted by Tyczka. Without the explicit consent of Tyczka, the Customer may not make them accessible to third parties, disclose them, use them by himself or through third parties, or reproduce them, either as such or in terms of their content.

3. Payment, Delay, Offsetting

Invoices issued by Tyczka shall be due immediately and payable without any deductions. Periodically recurring payments (in particular rent and instalment payments) for which Tyczka does not issue an invoice are due without deduction on the agreed date, but no later than at the end of the respective billing period. The receipt of payment by Tyczka is decisive for the timeliness of the payment.

Should Tyczka make advance delivery, Tyczka reserves the right to verify the Customer’s creditworthiness at any time via a credit agency, based on its legitimate interest in avoiding payment defaults.

In case of default in payment, Tyczka shall be entitled to charge and collect a fee for each payment reminder sent to the Customer. If the Customer remains in default, Tyczka shall furthermore be entitled to rescind the contract after granting a reasonable grace period.

It is excluded to set off Tyczka’s claims for payment insofar as the matter does not concern the Customer’s counter-claims that are recognized by Tyczka, or which are undisputed or legally established.

4. Retention of Title

The delivered goods shall remain the property of Tyczka until full payment of the purchase price. If the delivered goods are mixed or blended with other items, Tyczka shall acquire co-property in the new item at a share corresponding to the value of the goods delivered by Tyczka in relation to the value of the new item. The same shall apply if the delivered goods are consumed during the production of the new item. The goods may neither be pledged nor transferred by way of security without Tyczka's consent. The Customer shall immediately notify Tyczka of any seizure or other encumbrance by third parties and provide Tyczka with the necessary assistance to protect its rights.

If Tyczka concludes a transaction with another entrepreneur, the goods shall remain property of Tyczka until full payment of all current account balances of Tyczka including interest, financing costs and other ancillary costs. If the Customer so requests, Tyczka shall be obliged to release the securities to which it is entitled to the extent that the realisable value of the securities exceeds the value of Tyczka's outstanding claims against the Customer by more than 10%. However, Tyczka may select the securities to be released.

If Tyczka concludes a transaction with another entrepreneur, the Customer shall be entitled to resell the retained goods in the ordinary course of business as long as he is not in default of payment and as long as the goods were not delivered to him as end customer. The customer hereby assigns to Tyczka by way of security its claims arising from the resale of the goods subject to retention of title and, in the event of insolvency proceedings against the assets of a customer, its rights of segregation and separation up to the amount owed to Tyczka.

5. Supply

Tyczka is entitled to perform partial deliveries. Tyczka shall only be bound to certain delivery dates if a fixed transaction has been agreed in writing or in text form. Otherwise, Tyczka's statements regarding delivery periods or entry temperatures are non-binding.

By placing an order for the supply of LPG, the Customer warrants that it will comply with all safety regulations applicable to the storage, refuelling and use of LPG and that the LPG supplied will only be used to supply and operate equipment and appliances which have been tested and are in good working order in accordance with the regulations during the periods provided for this purpose.

The quantities decisive for the calculation shall be determined for all goods in the supplying plant or supplying storage, in the case of supply by tanker lorries with suitable measuring equipment by means of these.

If the customer has to provide means of transport and transport containers, it must send these to the agreed filling facility on time and free of freight and charges at its own risk. Tyczka may return damaged means of transport and containers to the customer at the customer's risk and expense and instead provide and dispatch rented or its own means of transport and containers for a reasonable fee.

Tyczka is not liable for contamination of the goods or for other damage caused by unclean means of transport and containers of the Customer or their other defective condition.

a) Supply by ship (inland waterway / deep-sea vessel)

For supply by ship, special contract conditions agreed for the individual case shall apply.

b) Supply in rail tank wagon

Supply shall be made to the customer in rail tank wagons provided by Tyczka with a capacity of up to 60 t, carriage paid to the point of transfer of the railways used. Any delivery charges incurred from the transfer point shall be borne by the consignee.

If no deviating individual agreement or separate regulations have been made with regard to the lease, EUR 36.50 per commenced calendar day and rail tank wagon, irrespective of the type and size, shall be due for payment from the date of delivery at the transfer point until the arrival of the rail tank wagons at the receiving point designated by Tyczka. In any case, empty rail tank wagons shall be sent without delay to the receiving point designated by Tyczka. Any demurrage and other costs incurred for delayed acceptance and/or return shall be borne by the Customer. The Customer who is in possession of a wagon shall be liable to Tyczka for any damage caused by loss of or damage to the rail tank wagon, unless he can prove that he is not responsible for the damage.

c) Delivery by large-capacity road tank truck

Supplies shall be made in large-capacity road tankers provided by Tyczka with a commercial capacity, carriage paid to the delivery point. Supplies shall only be made if sufficient liquefied petroleum gas storage tanks, suitable access routes and proper filling facilities are available at the customer's premises. The Customer shall ensure that the access roads and the filling site can be safely accessed by a road tanker with a total weight of approx. 40 t and a vehicle length of approx. 15 m.

6. Compliance with Statory Provisions

Prices are generally quoted net, to which excise duty, fuel surcharge, and value added tax (VAT) shall be added. An offer shall be binding upon Tyczka only if this expressly follows from its content and if it meets the conditions set out in Article 66 of the Polish Civil Code. In the case of an offer submitted in electronic form, it shall be binding only if it meets the conditions specified in Article 66¹ of the Polish Civil Code.

In the case of a chain transaction, the Customer shall ensure that the recipient acting on its behalf or as its proxy complies with the applicable tax regulations, in particular those relating to energy products that are untaxed, exempt from taxation, or subject to a reduced tax rate.

The Customer shall bear full responsibility for compliance, by itself and by its recipient, with all applicable legal provisions and standards, in particular those relating to the dispatch, storage, and use of untaxed energy products, energy products exempt from taxation, or energy products subject to a reduced tax rate.

The Customer declares that it is familiar with the provisions of the Act of 10 April 1997 (as amended), in its current wording, including the legal consequences of conducting business activity in the field of trading in liquid fuels without the required licence, and declares that it holds a licence for trading in liquid fuels issued by the President of the Energy Regulatory Office (Prezes Urzędu Regulacji Energetyki) with respect to the contracts concluded with the seller.

The Customer undertakes to trade in liquid fuels purchased from the seller in accordance with the conditions of the licence held.

In the event that the Customer loses the licence authorising it to trade, including foreign trade, in the products purchased under these terms of cooperation and fails to inform Tyczka thereof, or trades in such products without the required licence, or conducts business in respect of the products purchased under the Agreement in a manner inconsistent with the licence, the Customer shall pay Tyczka a contractual penalty equal to the amount of the administrative fine lawfully imposed on Tyczka by the President of the Energy Regulatory Office in connection with a breach of the conditions of the granted licence or a violation of generally applicable law as determined by that authority.

7. Defects, Warranty

The warranty period is one year as of delivery. This period shall not apply to claims for damages of the Customer arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by Tyczka or its vicarious agents, which shall in each case become statute-barred in accordance with the statutory provisions.

The supplied goods are to be inspected carefully immediately after delivery to the Customer or to the third party designated by the Customer. They shall be deemed to have been accepted by the Customer with regard to obvious defects or other defects which would have been recognisable in the course of an immediate, careful examination, if Tyczka does not receive a notice of defect in text form within three working days after handover. In respect of other defects, the delivered items shall be deemed to have been accepted by the Customer if Tyczka does not receive a notice of defect within five working days after the point in time at which the defect became apparent; if the defect was already apparent at an earlier point in time during normal use, this earlier point in time shall, however, be decisive for the commencement of the period for giving notice of defects. On Tyczka's request, a defective item of supply is to be returned to Tyczka freight charges prepaid. In the event of a justified complaint, Tyczka shall reimburse the costs of the most favourable shipping route; this shall not apply if the costs increase because the item to be shipped is located at a place other than the place of intended use.

The Customer must give Tyczka the opportunity to inspect the item. For this purpose, the item must remain in its original condition.

In the event of material defects of the supplied goods, Tyczka shall first be obliged and entitled to rectify the defect or to make a replacement delivery at its discretion within a reasonable period of time. In the event of failure, i.e., impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement delivery, the customer may withdraw from the contract or reduce the purchase price accordingly.

If a defect is due to the fault of Tyczka, the Customer may claim damages under the conditions set out in Clause 8.

The warranty shall not apply if the Customer modifies the supplied goods or has them modified by third parties without the consent of Tyczka and if the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification.

Tyczka does not guarantee that the supplied goods are suitable for the purpose intended by the customer.

8. Liability, Compensation for damages

Tyczka shall be liable without limitation as far as the cause of damage is based on wilful intent or gross negligence. Furthermore, Tyczka shall be liable for the slightly negligent breach of essential contractual obligations, the breach of which jeopardises the achievement of the purpose of the contract, or for the neglect of contractual obligations, the fulfilment of which enables the proper performance of the contract in the first place and on the observance of which the Customer may regularly rely. In this case, however, Tyczka shall only be liable for the foreseeable damage typical for the contract. Upon conclusion of the contract, the contracting parties assume that this typical contractual damage amounts to a maximum of three times the respective value of the goods.

Tyczka shall not be liable for breaches of obligations other than those specified in the preceding sentences if such breaches result from slight negligence. The above limitations of liability shall not apply to claims by the Customer under the Polish Civil Code, claims arising from the assumption of a guarantee, claims based on fraudulently concealed defects, or claims for personal injury, damage to health, or loss of life caused by Tyczka where such events are attributable to Tyczka. The exclusions and limitations of liability of Tyczka (including civil liability) shall also apply to Tyczka’s employees, representatives, and agents.

9. Interference by Third Parties, Notification of Changes

If a third party interferes with rights or property of the Customer or of Tyczka which are subject of a contract with Tyczka, the Customer shall inform Tyczka immediately. This applies in particular to enforcement measures directed against the Customer, as far as these may affect rights or property of Tyczka.

If the Customer transfers goods or rights underlying a contract with Tyczka to a third party, the Customer is obliged to transfer all rights and obligations arising from the contract with Tyczka to the third

party. At the same time, the Customer shall notify Tyczka of such transfer. Tyczka may agree or object to the transfer of the contract within 60 days after having been informed thereof.
The Customer shall immediately notify Tyczka in text form of any change of name, company or address. The same applies to any case of legal succession or change in the legal form of the Customer.

10. Force Majeure

Circumstances and events for which Tyczka is not responsible and which prevent or significantly aggravate the delivery or ser-vice shall release Tyczka from its obligation to perform for the duration of their effects. This applies in particular to cases of force majeure, such as fire damage, floods, strikes, lawful lock-outs, official measures and epidemics (including epidemics and pandemics), weather conditions which exclude the transport of dangerous goods or only allow it with unreasonable risk, as well as if the normal supply or transport possibilities are no longer available due to civil unrest, war or civil war events, riots, state interventions (in particular sanctions for suppliers). In such cases Tyczka shall be entitled to deliver with a corresponding delay including a reasonable lead time.

11. Technical Regulations, Safety Provisions

For delivery of gases, the customer shall comply with the regula-tions governing the handling of gases, in particular the provisions on occupational health and safety and accident prevention, in-cluding the relevant implementation rules, as well as the gener-ally recognised rules of technology. Should Tyczka come to the conclusion that the conditions for the supply of goods and ser-vices to the customer could be unsafe, Tyczka may suspend its contractual (supply) obligations until the safety problem has been remedied by the customer.

12. Sanctions screening

In connection with the adoption by the European Union of packages of restrictive measures against Russia and Belarus in response to Russia's military aggression against Ukraine, and the obligation of economic operators to implement such measures, the Customer undertakes, in the performance of transactions with Tyczka, to comply with the requirements set out in this section arising from the applicable sanctions regulations, in particular (hereinafter jointly referred to as the "Sanctions Regulations"):

- Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine (as amended) ("Regulation 765/2006");
- Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (as amended) ("Regulation 269/2014");
- Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine (as amended) ("Regulation 833/2014");
- Council Regulation (EU) 2022/263 of 23 February 2022 concerning restrictive measures in response to the illegal recognition, occupation or annexation by the Russian Federation of certain non-government controlled areas of Ukraine (as amended) ("Regulation 2022/263");
- Council Regulation (EU) No 692/2014 of 23 June 2014 concerning restrictive measures in response to the illegal annexation of Crimea and Sevastopol (as amended) ("Regulation 692/2014");
- Council Regulation (EU) 2024/2642 of 8 October 2024 concerning restrictive measures in view of Russia's destabilising activities (as amended) ("Regulation 2024/2642");
- the Polish Act of 13 April 2022 on special measures to counteract the support of aggression against Ukraine and to protect national security (consolidated text: Journal of Laws 2025, item 514) (the "Polish Sanctions Act").

The Customer complies with the Sanctions Regulations, does not engage in any practices aimed at circumventing sanctions, and has no intention of violating sanctions restrictions in the future. To the best of the Customer's knowledge, subsequent contractors in the supply chain also do not violate sanctions, do not engage in sanction circumvention, and have no such intention in connection with the transaction performed.
In particular, in order to ensure compliance with the Sanctions Regulations, the Customer:

- does not conduct commercial transactions, commission services from, or procure services from entities listed in the sanctions lists annexed to Regulation 765/2006, Regulation 269/2014, or Regulation 2024/2642, on the sanctions list maintained by the Polish Ministry of the Interior and Administration pursuant to the Polish Sanctions Act, or entities subject to transaction bans under Regulation 833/2014, nor entities owned (at least 50%) or controlled by persons listed on the aforementioned sanctions lists; in particular, the Customer shall not sell goods purchased from Tyczka to such entities;
- does not make deliveries to Russia or Belarus, to non-government controlled areas of Ukraine, or to Crimea and Sevastopol where such deliveries are restricted under Regulation 833/2014, Regulation 765/2006, Regulation 2022/263, or Regulation 692/2014; in particular, the Customer shall not resell goods purchased from Tyczka to Russia, Belarus, non-government controlled areas of Ukraine, Crimea, or Sevastopol;
- in the event of resale of goods purchased from Tyczka, exercises the highest level of due diligence and verifies, to the best of its knowledge, that such goods are not intended for delivery to Russia, Belarus, non-government controlled areas of Ukraine, Crimea, or Sevastopol. At Tyczka's request, the Customer shall provide information on the country of destination, the last end customer known to the Customer, and documents confirming the further destination of the goods purchased from Tyczka;
- shall not enter into any other transaction with a third party that could result in a violation or circumvention of the Sanctions Regulations.

If the Customer becomes aware of any doubts regarding compliance with the Sanctions Regulations, it shall immediately inform Tyczka and provide detailed information concerning any event that could result in a violation or circumvention of the Sanctions Regulations.
If the delivery of goods by Tyczka involves export outside the territory of the European Union, or if the Customer resells goods purchased from Tyczka outside the territory of the European Union, the Customer undertakes to:

- provide Tyczka with information on the country of destination of the product;
- at Tyczka's request, submit an exporter's declaration containing the content required under the Polish Sanctions Act (if the Customer acts as exporter);
- provide Tyczka with customs export declarations from the European Union and customs documents confirming the lodging of customs declarations in the third country. Such customs documents shall be provided without undue delay, no later than within 7 days from the date of submission of the customs declaration or 15 days from the date on which the goods were exported outside the territory of the European Union.

At Tyczka's request, the Customer shall provide all information necessary to verify its identity for the purposes of sanctions compliance, including full registration and address details and documents such as an extract from the commercial register, details of shareholders, owners and beneficial owners, articles of association, tax registration confirmation, or other relevant documents. Upon request, the Customer shall provide analogous documents concerning its shareholders, owners, and beneficial owners.
Tyczka shall have the right to withdraw from the Agreement with immediate effect or to refuse performance in the event of:

- becoming aware of a violation or circumvention of sanctions by the Customer;
- the Customer, or its owner, shareholder, beneficial owner, managing person, or controlling person being listed on a sanctions list;
- unjustified refusal by the Customer to fulfil any of the obligations

set out in this section;

- justified and serious doubts as to the reliability of the documents and information provided by the Customer under this section.

Termination or non-performance of the Agreement on the basis of this section shall not give rise to any liability on the part of Tyczka for non-performance or improper performance towards the Customer. If Tyczka incurs costs in connection with the transaction, the Customer shall reimburse such costs.

13. Final Provisions

If any provision of these General Terms and Conditions is or becomes invalid or void in whole or in part, this shall not affect the validity of the remaining provisions. The same shall apply in the event of (regulatory) gaps in the provisions.

Tyczka is entitled to unilaterally amend these GTC for good cause, e.g., due to new technical developments, changes in jurisdiction or laws or other equivalent reasons. Tyczka shall inform the Customer of any amendment at least in text form (e.g., by e-mail), stating the content of the amended provisions. The amendment shall become part of the contract if the Customer does not object in text form to Tyczka's inclusion in the contractual relationship within six weeks after dispatch of the notice of amendment. The objection to the inclusion of the amended GTC does not constitute a termination of the contractual relationship by the Customer. In the event of an objection by the Customer, Tyczka has the right to terminate the contractual relationship.

If the Customer is an entrepreneur or a legal person, the court having local jurisdiction over disputes arising from the Agreement shall be the court competent for Tyczka’s registered office. The preceding sentence shall apply accordingly if the party to be sued transfers its place of residence or registered office outside the territory of the Republic of Poland after conclusion of the contract, or if its place of residence or registered office is unknown at the time the claim is filed.

Tyczka processes personal data in accordance with the applicable legal provisions, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and the Polish Act on Personal Data Protection of 10 May 2018. Detailed information regarding the processing of personal data and the Customer’s rights is available in the privacy policy published on Tyczka’s website.

All intellectual property rights in drawings, specifications, data and data sheets and all other information and documents provided to the Customer, irrespective of the medium, shall remain with Tyczka.

The contracting parties are obliged to maintain secrecy about the content of the contract and all commercial and technical details connected with it and not to pass on information of this kind to third parties.

The legal relationships between the parties shall be governed by the law of the Republic of Poland, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Matters not regulated by these GTC and individual sales agreements shall be governed by the provisions of the Polish Civil Code and other applicable laws in force in the Republic of Poland.

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