

## GENERAL TERMS AND CONDITIONS OF PURCHASE

**"HOMANIT Polska Spółka z o.o. i Spółka" spółka komandytowa  
(limited liability company, limited partnership) in Karlino,  
and Homanit Krosno Odrzańskie Sp. z o.o. (limited liability company) in Krosno Odrzańskie  
MARCH 2025**

### **§ 1 Scope of Application**

1. These General Terms and Conditions of Purchase (hereinafter referred to as "Terms and Conditions" or "GTCP") are exclusively applicable to the orders of all goods and services (whenever "goods" are referred to below, it shall also mean "services" accordingly) by "HOMANIT Polska Spółka z ograniczoną odpowiedzialnością i Spółka" spółka komandytowa in Karlino, Homanit Krosno Odrzańskie Sp. z o.o. in Krosno Odrzańskie ( hereinafter referred to as the "Ordering Party"). These Terms and Conditions shall become a component of all purchase orders, contracts of sale and delivery (hereinafter referred to as the "Contract") concluded with the Supplier and shall also apply to all future business relations between the Ordering Party and the Supplier, even if not expressly agreed upon again in a particular case. Contrary to these Terms and Conditions, the general terms and conditions of sale or delivery possibly applied by the Supplier, whose application is hereby expressly excluded, shall have no binding force, even in the absence of an express objection on the part of the Ordering Party.
2. Any deviation from these Terms and Conditions, as well as any changes and supplements to the contract concluded on their basis shall require written confirmation by the Ordering Party, otherwise being null and void.
3. The Supplier's General Terms and Conditions of Purchase or contract templates, as well as any comments made by the Supplier, shall not be binding on the Ordering Party even if they are not expressly rejected by the Ordering Party.
4. Whenever the General Terms and Conditions of Purchase refer to:
  - \*Terms and Conditions – it shall be understood as these General Terms and Conditions of Purchase;
  - \*Ordering Party – it shall be understood as "Homanit Polska Spółka z o.o. i Spółka" spółka komandytowa in Karlino, Homanit Krosno Odrzańskie Sp. z o.o.,
  - \*Supplier – it shall be understood as an entity that sells or supplies the goods, as well as an entity that provides Services to the Ordering Party;
  - \*Goods – it shall be understood as all goods and services that are the subject of an order placed by the Ordering Party;
  - \*GDPR – it shall be understood as the Regulation of the European Parliament and of the Council (EU) 2016/679 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, and possibly relevant national laws and other legal provisions on the protection of personal data.

## **§ 2 Orders and conclusion of contracts**

1. A contract is concluded on the basis of a written order of the Ordering Party. Such order constitutes an offer within the meaning of the Civil Code which must be accepted by the Supplier only in its entirety, without any changes, supplements or reservations.
2. The Supplier shall be obliged to confirm its acceptance for execution in writing, from time to time, within 3 working days from the date of receipt of the Ordering Party's order. However, failure to confirm the acceptance of the order in writing within the above-mentioned period of time shall be deemed as tacit acceptance of the order on the terms and conditions set forth therein, unless the Supplier expressly rejects the order in writing within such period of time.
3. If the Supplier's confirmation of order contains any changes, supplements or reservations to the order of the Ordering Party, such confirmation shall be considered as a new offer which shall require express written acceptance by the Ordering Party.
4. Oral or telephone arrangements shall be binding as soon as they are expressly confirmed in writing by the Ordering Party.
5. The Supplier shall be obliged to check, from time to time, whether the technical parameters and any other requirements specified by the Ordering Party in the order allow for the proper completion of delivery of the ordered goods. The Supplier shall be obliged to promptly report its objections in this regard, but no later than within two working days from the date of receipt of the order.
6. The Supplier shall, from time to time, specify in the invoice and the delivery note the number of the order of the Ordering Party and the number of report on the form of the Ordering Party, if the order pertains to services. Otherwise, the Ordering Party reserves the right to refuse to accept delivery or withhold payment until the Supplier demonstrates the basis for a given delivery, in particular by submitting the order of the Ordering Party.
7. The remuneration for drawings, materials, designs, etc., prepared during pre-order negotiations and as part of order execution, shall be included in the price given in the order. The above-mentioned items shall become the property of the Ordering Party upon the execution of the order. The Ordering Party shall also acquire copyrights (including economic copyrights) related to the above-mentioned items. As part of the acquisition of copyrights, the Ordering Party shall have the right to repeated and unrestricted use of the above-mentioned items and their developments in all available fields of use.
8. In the case of the order for services or maintenance, the Supplier shall be obliged to dispose of any waste generated as a result of works in accordance with the instructions given by the Ordering Party and the law.

## **§ 3 Delivery and delivery dates**

1. In the absence of any express written agreements to the contrary, the deliveries shall be made at the expense and risk of the Supplier to the place of delivery which is the registered office of the Ordering Party. The goods shall be received at the Ordering Party's technical warehouse on working days from 8:00 a.m. to 4:00 p.m. (excluding emergencies). The transfer of the risk of accidental loss of or damage to the goods to the Ordering Party shall take place upon the acceptance of the delivered goods by the Ordering Party at the place of delivery and, in the case of equipment or machinery or the performance of services, upon their commissioning or upon the date of report on the final confirmation of acceptance/performance by the representatives of the Supplier and the Ordering Party.
2. The delivery date shall be based on the order of the Ordering Party, where the order may also provide for delivery on demand (after a call from the Ordering Party). The delivery date shall be considered as met if the ordered goods, in the quantity and quality compliant with the order, are placed at the disposal of the Ordering Party at the place, time and

under the conditions indicated in the order. Delivery of goods before or after the agreed delivery date requires the express prior written consent of the Ordering Party.

3. Any deliveries in quantities or quality other than those specified in the order shall be deemed as non-compliant with the contract. The foregoing shall apply in particular to partial deliveries not agreed upon in the contract, which means that the Ordering Party shall be entitled to refuse to accept them, unless the Supplier obtains the Ordering Party's prior written consent to make such partial deliveries.
4. In the event of delay in delivery, the Ordering Party reserves the right to charge the Supplier with liquidated damages of 2% of the order value for every started week of delay.
5. In the event of delay in the delivery exceeding 7 days, the Ordering Party shall also be entitled, irrespective of the right to charge liquidated damages for delay in accordance with § 3.4., at its option, without the additional call to the Supplier and without setting an additional deadline, to withdraw from the contract in whole or in part or to order a third party to perform the goods/ services covered by the delivery not completed on time, at the expense of the Supplier. In such situation, the Ordering Party shall send the notice of withdrawal from the contract in writing to the Supplier. In such a case the Supplier shall not be entitled to any claims against the Ordering Party, especially claims for damages. In addition, the Supplier shall reimburse the Ordering Party with any advance payments received for the performance of the order.
6. If the Ordering Party suffers damage as a result of delay in delivery, the Ordering Party shall have the right to seek compensation in excess of the agreed liquidated damages in line with general principles.
7. The Ordering Party shall have the right to claim compensation from the Supplier for losses and lost profits (direct damage), as well as consequential damage (indirect damage) resulting from delayed delivery or due to defects in the goods.
8. In the event of occurrence of force majeure or other unforeseeable, extraordinary circumstances not attributable to the Supplier that prevent the Supplier from properly performing the contract, the Supplier shall immediately notify the Ordering Party in writing about the occurrence and cessation of such events. In such a case, the Ordering Party may, after agreeing with the Supplier on an appropriate time limit for the performance of the contract, withdraw from the contract in whole or in part if the Supplier fails to meet the agreed deadline. In such a situation, the Ordering Party shall send the notice of withdrawal from the contract in writing to the Supplier. In such a case, the Supplier shall not be entitled to any claims against the Ordering Party, especially claims for damages. In addition, the Supplier shall reimburse the Ordering Party with any advance payments received for the performance of the order.
9. The Supplier shall be obliged to deliver, together with the goods, all documents required by the law, particularly instructions in Polish, certificates, certificates of origin, attestations and approvals for the delivered goods. The Ordering Party shall have the right to charge the Supplier with any documented costs incurred due to the absence of the above-mentioned documents. Goods and documentation should comply with the applicable regulations and meet the highest possible standards. If the above-mentioned documents are not delivered with the goods in a manner that allows you to freely read their contents, the goods shall not be considered as delivered.
10. The Supplier states that the goods supplied by it are free from any physical or legal defects, and particularly that they do not infringe any intellectual property rights of third parties, economic copyrights, trademark protection rights, patents and industrial/utility model registration rights.
11. If the Goods do not meet the specifications, the Ordering Party may return the Goods to the Supplier, at the Supplier's expense and risk, or may notify the Supplier that the Goods have been rejected and that they are stored at the Supplier's risk and expense.
12. If the service is performed on the premises of the Ordering Party, the Supplier shall be obliged and fully responsible for the fulfilment of all formalities required by the law in relation to the performance of the service, as well as the payment

of tax and social insurance dues related to the Supplier's personnel who perform the service on the premises of the Ordering Party.

13. The Supplier's personnel, as well as its subcontractors, shall be obliged to comply with the rules and regulations in force on the premises of the Ordering Party.
14. The Supplier shall be liable for its own acts or omissions. The Supplier shall be liable for the acts or omissions of its employees and/or subcontractors as for its own acts and omissions.

#### **§ 4 Prices and payments**

1. In the absence of express written agreements to the contrary
  - a) the prices quoted in the order are DAP formula prices according to Incoterms 2020;
  - b) the prices specified in the order include packaging costs.
2. If the prices are set in a foreign currency, the prices shall be converted to PLN at the average exchange rate of the National Bank of Poland for a given currency on the date of issuing the invoice. The Supplier shall be obliged to enter to the invoice the exchange rate and the number of the exchange rate table which are the basis for the conversion of the price. Upon individual agreement or in the case of suppliers from outside Poland, the currency of payment may be the currency of the order.
3. The invoice shall be based on delivery confirmation or acceptance report signed by the Supplier and the Ordering Party. If the Ordering Party fails to claim defects in the goods in the acceptance report or confirmation of delivery, this shall not prevent it from claiming defects in the goods detected at a later date.
4. The agreed payment date shall be calculated from the date of receipt by the Ordering Party of a properly issued VAT invoice together with the set of required documents. The Supplier shall be entitled to issue the invoice no earlier than on the date of delivery of goods, and no later than on the 15th day of the month following the month of performance. The above-mentioned rules shall apply in the case of acceptance of delivery before the agreed delivery date, in which case the payment date shall be counted no earlier than from the delivery date arising from the order. It shall be permissible to financially offset mutual obligations upon prior written agreements with the Accounting Department of the Ordering Party.
5. In the absence of any express written agreement to the contrary, the Supplier's invoices shall be payable on the nearest 15th day or the last day of the month falling after the due date established in the contract and calculated in accordance with § 4.4. Payment within the above-mentioned deadlines shall not constitute a delay/ default on the part of the Ordering Party and shall not give rise to any claim on the part of the Supplier.
6. Payments shall be made by wire transfer to the Supplier's bank account indicated in the invoice. The date of payment shall be the date on which the amount of transfer is debited at the Ordering Party's bank account.
7. In the event of defective delivery, the Ordering Party shall be entitled to withhold payment until delivery is made in accordance with the contract.
8. The Supplier shall not be entitled, without prior written consent of the Ordering Party, to transfer its claims against the Ordering Party.

#### **§ 5 Liability for defects**

1. In the absence of any express written agreement to the contrary, the Supplier's liability under the warranty for defects in the delivered goods shall expire after the lapse of 2 (two) years from the date of acceptance of the goods by the Ordering Party.

2. Obvious defects found by the Ordering Party shall be reported to the Supplier within 1 month from the date of delivery and, in the case of hidden defects, within 1 month from the date of their discovery.
3. If the delivered goods have defects, the Ordering Party shall be entitled to demand, at its own discretion, the removal of defects or delivery of defect-free goods within a period of time set by it, no longer than 7 days. In urgent cases, the Ordering Party shall be entitled, without setting a time limit for the removal of defects/ delivery of defect-free goods by the Supplier, to remove the defects itself or have them removed by a third party, or to purchase substitute goods in relation to the defective goods, each time at the expense of the Supplier.
4. If defects are not removed/ defect-free goods are not delivered within the period of time indicated by the Ordering Party, the Ordering Party shall be entitled, at its sole discretion, to demand an appropriate reduction in the price or, in each case at the Supplier's expense, to remove the defects in the goods itself or to have them removed by a third party or to withdraw from the contract in whole or in part. In the event of a price reduction or withdrawal from the contract, the Ordering Party shall address a relevant statement to the Supplier in writing.
5. In any case of defects, the Ordering Party reserves the right to claim from the Supplier the repair of damage incurred due to the Supplier's defective performance of the contract.
6. All costs of the complaint procedure, in particular the costs of storage of defective goods, costs of transport, assembly and disassembly, material costs and labour costs shall be borne by the Supplier.

#### **§ 6 Confidentiality obligation**

1. The Supplier agrees to keep strictly confidential all information and documents that have been provided to it by the Ordering Party and/or its employees and/or its subcontractors, or have become known to it in any way in connection with the establishment of mutual business relations, and that constitute the Ordering Party 's secrets, and agrees not to use them for any purpose other than for the performance of the Ordering Party's orders. The use of information shall be understood to include, among other things, its direct or indirect sharing with third parties, as well as its use for one's own purposes. The above-mentioned obligation shall apply for an indefinite period of time and shall particularly cover the information concerning the terms and conditions of execution of the Ordering Party's orders as well as other commercial, technical, technological and organizational information concerning the Ordering Party.
2. The provisions of § 6.1 shall apply in particular to any samples, models, drawings, calculations, technical calculations, studies of an advisory nature and other documents provided or made available to the Supplier at the stage of negotiations or at the conclusion of the contract. They are intended only for purposes related to the execution of the order and may not, in whole or in part, be reproduced or made available to third parties without the express prior written consent of the Ordering Party. The Supplier shall not be entitled to retain the above-mentioned materials for any reason and, upon execution of the order, shall be obliged to return them or delete/ destroy them without separate request.
3. In the case of violation of the obligations indicated in § 6.1 - § 6.2, the Ordering Party reserves the right to demand from the Supplier the payment of liquidated damages in the amount of PLN 50,000.00 for each violation.

#### **§ 7 Governing Law. Jurisdiction of the court. Other provisions**

1. The Supplier shall be required to carry business third-party liability insurance for the insurance sum of at least 100% of the value of the order placed by the Ordering Party. The subject of insurance shall be, among other things, the Supplier's third-party liability for damage caused to third parties, arising in connection with its business and possession of things used in such business activity. The Supplier shall be obliged to submit copies of the relevant insurance documents to the Ordering Party, upon request, within two working days from receiving the request from the Ordering Party.

2. The competent court for the resolution of all disputes arising from contracts concluded under these Terms and Conditions shall be the common court of material jurisdiction for the registered office of the Ordering Party. Notwithstanding the above, the Ordering Party shall be entitled to sue the Supplier in the court competent for the Supplier's domicile/residence.
3. The Supplier shall not, without the prior written consent of the Ordering Party, use the fact of cooperation with the Ordering Party in the promotion and advertising of its business.
4. The transfer of the Supplier's rights and obligations under the contracts concluded on the basis of these Terms and Conditions shall be excluded.
5. The payment of liquidated damages set forth in these Terms and Conditions shall not preclude the Ordering Party from pursuing further claims for damages in line with general principles. The payment of liquidated damages by the Supplier by way of set-off shall be excluded.
6. Whenever written form is referred to in these Terms and Conditions, it shall also be sufficient to send a letter by email.
7. Any possible invalidity or ineffectiveness of individual provisions of these Terms and Conditions shall not cause the invalidity/ ineffectiveness of the remaining provisions and contracts concluded on the basis of these Terms and Conditions. The invalid/ ineffective provisions shall be replaced by other provisions that most closely correspond to the economic purpose of the replaced provisions.
8. For matters not provided for in these Terms and Conditions, the provisions of the Civil Code shall apply.
9. "HOMANIT Polska Spółka z o.o. i Spółka" spółka komandytowa in Karlino and Homanit Krosno Odrzańskie Sp. z o.o. in Krosno Odrzańskie state that they have the status of large entrepreneur, within the meaning of the provisions of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions.
10. The Terms and Conditions are also posted at [www.homanit.pl](http://www.homanit.pl).
11. The Terms and Conditions have been drawn up in Polish and English. In case of any doubts, the provisions of the Polish version shall be conclusive.

### **§ 8 Compliance and ESG**

1. The Supplier agrees to comply with the compliance and ESG standards and requirements arising from the generally applicable laws.
2. In particular, the Supplier shall be strictly prohibited to offer, promise or guarantee the employees or representatives of the Ordering Party to obtain benefits for them or third parties in exchange for unfairly favouring the Supplier or another third party in the purchase of goods or services; as well as to offer, promise or grant benefits to the Ordering Party or a third party in exchange for performing or failing to perform an act at the purchase of goods or services and thus violating its obligations to the Ordering Party.
3. Within the timeframe stipulated by the law, the Supplier undertakes to implement procedures and regulations related to ESG, sustainability policy and non-financial reporting in its company. In connection with the cooperation undertaken by the Parties, the Supplier undertakes to make available to the Ordering Party the legally required information and documents to the extent that they shall be needed by the Ordering Party (or the capital group to which the Ordering Party belongs) to fulfil its own statutory obligations regarding ESG and sustainability policies, each time within 14 days from the date of request in writing.

### **§ 9 GDPR**

The provisions concerning GDPR at "HOMANIT Polska Spółka z o.o. i Spółka" spółka komandytowa in Karlino and Homanit Krosno Odrzańskie Sp. z o.o. in Krosno Odrzańskie are included in Appendix No. 1 to the GTCP.



## APPENDIX No. 1 to the GTCP

### Information about the processing of personal data in "HOMANIT Polska Spółka z o.o. i Spółka" Spółka Komandytowa in Karlino and Homanit Krosno Odrzańskie Sp. z o.o. in Krosno Odrzańskie

1. When working with the Suppliers, the controller of personal data (hereinafter the "Controller"), i.e. the entity that decides on the purposes and means of processing, is the company from the HOMANIT Group that places the order and becomes a party to the contract with the Supplier, i.e. respectively:
  - "Homanit Polska Sp. z o.o. i Spółka" Spółka Komandytowa, with its registered office in Karlino (78-200), ul. Kołobrzeska 17-19;
  - Homanit Krosno Odrzańskie Spółka z o.o., with its registered office in Krosno Odrzańskie (66-600), ul. Gubińska 63.
2. The Controller has appointed a Data Protection Officer who can be contacted at [daneosobowe@homanit-polska.pl](mailto:daneosobowe@homanit-polska.pl) or by mail to the Controller's registered office address.
3. The purpose and legal basis of the processing is:

Legal basis	Purpose of the processing	Duration of the processing
<ul style="list-style-type: none"> <li>• Article 6 section 1 letter b of GDPR within the scope of performance of the contract,</li> <li>• Article 6 section 1 letter f of GDPR within the scope of persons dedicated to the performance of the contract (including persons dedicated to the acceptance of goods on behalf of the client), persons representing the parties to the contract or proxies, where the Controller's legitimate interest is the need to identify persons necessary for the performance of the contract,</li> <li>• Article 6 section 1 letter c of GDPR within the scope of CMR documents.</li> </ul>	Executing a contract with the clients/contractors or taking pre-contractual actions, at the request of the contractor, expressed in any way, such as by submitting an offer.	The duration of the cooperation, and after its termination for the time of possible pursuit and defence of claims, and for the time necessary to meet tax obligations, i.e. 5 years from the end of the calendar year in which the tax obligation arose.
<ul style="list-style-type: none"> <li>• Article 6 section 1 letter c of GDPR within the scope of performance of the Controller's legal obligations under tax and accounting regulations, including the archiving of accounting records;</li> <li>• Article 6 section 1 letter f of GDPR where the legitimate interest is to conduct compilations, records, audits or studies in the field of accounting in order to estimate the financial status of the Controller;</li> </ul>	Keeping accounts and fulfilling accounting duties, as well as auditing the financial status of the Controller.	<ul style="list-style-type: none"> <li>• Settlement documents related to the transaction shall be stored for 5 years, counting from the end of the calendar year in which the deadline for tax payment expired (Article 86 of the Act of 29 August 1997 on Tax Ordinance (Dz.U. [Journal of Laws] of 2023, item 2383, uniform text, as amended);</li> <li>• Other accounting documents regulated by the provisions of the Act on Tax Ordinance or the Accounting Act - for the periods indicated therein;</li> </ul>



		<ul style="list-style-type: none"> <li>• In the case of documents from which the rights arise, for the duration of such rights.</li> </ul>
<ul style="list-style-type: none"> <li>• Article 6 section 1 letter c of GDPR within the scope in which the archiving of documents and the data contained therein is a statutory obligation;</li> <li>• Article 6 section 1 letter f of GDPR within the scope in which the archiving of documents and the data contained therein is necessary for the duration of possible claims, which is a legitimate interest of the Controller.</li> </ul>	Archiving of documents.	<ul style="list-style-type: none"> <li>• depending on the type of document, for the time established by the law obliging the Controller to store them;</li> <li>• in the absence of a statutory obligation, depending on the type of document, for the duration of possible pursuit and defence of claims.</li> </ul>
<ul style="list-style-type: none"> <li>• Article 6 section 1 letter f of GDPR where the legitimate interest is the ability to assert rights and defend against claims.</li> </ul>	Conducting collection activities and asserting or defending against any legal claims, including pre-litigation, litigation and enforcement proceedings.	For the duration of the proceedings, until their final conclusion and, in the case of enforcement proceedings, until the claims in these proceedings are satisfied.
<ul style="list-style-type: none"> <li>• Article 6 section 1 letter c of GDPR in connection with the performance of warranty and complaint obligations.</li> </ul>	Performance of warranty and complaint obligations.	For one year after the expiry of the warranty period or after the settlement of the complaint.

- The recipients of personal data may be organisations supporting the Controller in the course of its business, in particular: banks, postal, courier and shipping companies, external entities providing IT support, including IT system providers, personal data protection support, legal protection, companies in the Homanit capital group, companies conducting internal inspections/ audits on behalf of the Controller, companies disposing of or archiving documents and other media, Tax Offices and other state authorities or other entities authorised under the applicable laws, if necessary to fulfil legal obligations.
- Within the limits specified in GDPR, data subjects have the right to access, rectify, erase, restrict processing of their personal data and to data portability. You also have the right to object at any time to the processing of your data (when the basis of processing is the legitimate interest of the Controller or a third party). When submitting an objection, you should indicate the reasons related to your particular situation. If you believe that the processing of your personal data violates the provisions of GDPR, you also have the right to file a complaint with the President of the Personal Data Protection Office.
- The provision of personal data is necessary to conclude and perform the contract, fulfil legal obligations, perform tasks covered by the Contractor's legitimate interest. If you fail to provide data that are necessary for the conclusion or execution of the contract, the contract cannot be concluded or properly executed.
- Within the scope of activities described above, the Controller does not make any decisions with respect to data subjects on the basis of automated data processing, including profiling.
- In the case of obtaining data of persons dedicated to the conclusion or execution of the contract, we inform you that for the above-mentioned purposes the Controller collects data within the following scope: first name, surname, phone number, email address, position, delivery address, if applicable. The source of origin of these data is the company that employs a person dedicated to the execution of the contract or indicates the entity that is the recipient of the goods.

9. As a rule, your personal data will not be transferred outside the European Economic Area (hereinafter: EEA). However, given the services provided by the Controller's subcontractors in performing support for ICT services and IT infrastructure, the Controller may outsource certain activities or IT tasks to recognised subcontractors operating outside the EEA, which may result in the transfer of your data outside the EEA. Pursuant to the decision of the European Commission, countries with recipients from outside the EEA provide an adequate degree of protection of personal data in accordance with EEA standards (for the USA and entities included in the list of the Data Privacy Framework, the basis is the COMMISSION EXECUTIVE DECISION (EU) 2023/1795 of 10 July 2023 on the basis of Regulation of the European Parliament and of the Council (EU) 2016/679 stating the adequate degree of personal data protection provided under the EU-US data protection framework). For recipients not covered by the European Commission's decision, in order to ensure an adequate degree of such protection, the Controller shall enter into agreements with the recipients of your personal data based on standard contractual clauses issued by the European Commission in accordance with Article 46 section 2 letter c of GDPR.

A copy of the standard contractual clauses can be obtained from the Controller via the contact information provided above. The method used by the Controller to secure your data complies with the principles provided for in Chapter V of GDPR. You may request further information on the safeguards in place in this regard, obtain a copy of these safeguards and information on where they are available.

**The Client or Contractor of the Controller hereby undertakes to provide this information obligation to the persons whose data it provides.**