



General Terms and Conditions of Sale (GTC)

ELKTROBUDOWA sp. z o.o.

§1. General provisions

1. These General Terms and Conditions of Sale (GTC) shall govern any and all sales transactions, as defined in these GTC, which are entered into by Elektrobudowa Sp. z o.o., with its registered office in Warsaw (00-867 Warszawa) at ul. Chłodna 51, a holder of tax identification number (NIP): 5272971890, Business Statistical No. (REGON): 520030636, entered into the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw under number KRS: 0000923137, hereinafter referred to as the "Contractor", and another entity hereinafter referred to as the "Client" (hereinafter referred to as the "Parties"), and constitute an integral part of the Contractor's offer and/or agreement entered into under §3 GTC (hereinafter referred to as the "Agreement").
2. The provisions of these GTC may only be amended by introducing amendments to the wording of the Minutes of Negotiations and/or the wording of the Agreements signed by both Parties represented by persons authorised to enter into agreements - in compliance with the applicable rules of representation.
3. Unlawful nature, invalidity or unenforceability of any of the provisions of these GTC does not affect the lawfulness, validity and enforceability of the remaining provisions of these GTC.

§2. Definitions

For the needs of these GTC, each time the reference is made to:

Sale - it means any form of purchase of movables, rights, other general goods, in particular under a contract of sale or delivery, or under mixed contract, as well as performance of works, projects and services, in particular under a specific task contract, contract for construction works, contract of mandate or mixed contract.

Delivery - it means the acquisition of movables, rights and other general goods, in particular under a contract of sale, delivery, or mixed contract.

Service - it means the performance by the Contractor of works, projects, including construction works within the meaning of the Act of 7 July 1994 - Construction Law, as well as the implementation of a building object within the meaning of the Act of 7 July 1994 - Construction Law, and other activities, in particular under a specific task contract, contract for the provision of services, contract for construction works, or mixed contract.

Product(s) - it means a movable item(s) subject of Deliveries carried out by the Contractor.

TAP - is means Partial and/or Final Technical Acceptance Protocol stating that the Product, Delivery and/or Service have been performed in compliance with the documentation/project and the Agreement entered into under § 3 of these GTC, which are the basis for issuance of VAT invoice (for partial payments/final payment).

§3. Entering into the Agreement

1. The Agreement is entered on the day the Client places an order fully compliant with the Contractor's offer, to which these GCS are the schedule. Placing an order by the Client is considered the acceptance of the provisions of these GTC without any reservations.
2. Should the Ordering Party's order fail to fully comply with the terms and conditions of the Contractor's offer and/or its Appendices or should it contain amendment to the terms and conditions of the Contractor's offer and/or its appendices, the Agreement is entered on the day the Client receives a written confirmation of the Contractor's acceptance of a given order.

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§ 4. Obligations of the Client

1. The Client undertakes to dully, including timely, cooperate in the performance of the Agreement and to perform any and all activities required for the performance of the Contractor's services under the Agreement, under the pain of withdrawal from the Agreement pursuant to §20 of these GTC.
2. The Ordering Party undertakes in particular to:
 - (i) timely deliver documentation and data required for the performance of the Agreement;
 - (ii) prepare the place of Delivery and the place of Services performance should it be necessary considering the scope of the Contractor's obligations and to guarantee appropriate connections;
 - (iii) provide adequately qualified personnel with valid licences required by law to perform their obligations under the entered Agreement;
 - (iv) hand over the place of Services performance and the site of works in a timely manner under the protocol;
 - (v) timely perform other obligations under the Agreement.
3. In the event of breach of any of the obligations defined in section 2 of this Article, the Client shall cover all the costs of the Contractor resulting therefrom, and the final date and intermediate dates for the performance of the Agreement shall be extended accordingly.
4. The Client, under the pain of withdrawal from the Agreement in compliance with Article 20 of these GTC is obliged to immediately [within 3 working days from the date of entering into the Agreement in compliance with the provisions of Article 3 of these GTC, however, each time not later than before the Contractor (as a subcontractor) commences construction works)] submit a notification on the Contractor (as a subcontractor) pursuant to Article 6471 of the Polish Civil Code to the investor and/or the general contractor by providing the investor and/or general contractor with the relevant documents required by law and will obtain statements from them concerning granting the consent to the Contractor (as a subcontractor). For this purpose, the Client is obliged to provide the Contractor with photocopies of the notifications together with the required documents referred to in the preceding sentence, together with the confirmation of their delivery to the investor and/or the general contractor, no later than 7 days of entering into the Agreement under Article 3 of these GTS.

§5. Remuneration

1. The Ordering Party undertakes to pay the Contractor the contractual remuneration (hereinafter referred to as the Remuneration) for the Deliveries and/or Services covered by the Agreement, together with the due VAT calculated in compliance with the provisions in force on the date of the invoice issuance. The contractual remuneration takes into account the customs and tax rates in force on the date of the Agreement. Should after the entering into the Agreement the rates indicated in the preceding sentence be increased or new rates be introduced, the Remuneration shall be increased by the equivalent of additional fees incurred in this respect without the need to amend the Agreement.
2. Should the suspension or postponement of the Agreement performance for reasons other than the Contractor's fault result in additional costs for the Contractor (in particular related to the demobilization and re-mobilization of employees, additional travel and/or accommodation costs, storage costs, etc.), the Ordering Party is obliged to such costs may be covered in full. In such an event, the Contractor shall be entitled to an appropriate increase in the Remuneration.
3. In the event of introducing, after the date of entering into the Agreement under the provisions of §3 of these GTS, any amendments or revisions to the design and/or detailed design documentation based on which the Contractor performs the Deliveries and/or Services, all costs related to the need to implement such amendments or revisions shall be fully covered by the Ordering Party. In such an event, the Contractor shall be entitled to an appropriate increase in the Remuneration and extension of the final term and intermediate terms without any negative legal and financial consequences for the Contractor.
4. The Parties exclude the possibility of deducting the receivables due to the Ordering Party against the Contractor with the Contractor's Remuneration, unless the Contractor agrees to such deduction in writing.
5. The Ordering Party declares that it is an active VAT payer and, as entitled to receive VAT invoices, it authorizes the Contractor to issue VAT invoices without the Ordering Party's signature.
6. Exceeding the payment terms under the Agreement by the Ordering Party is the basis for the Contractor to suspend the performance of the Agreement and to extend the term of the Agreement accordingly.

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§6. Terms of Payment

1. Should the Contractor fail to stipulate other payment terms in the offer and/or should the Parties fail to mutually confirm other payment terms in the Agreement, the provisions of this section shall apply.
2. The date of payment of the Remuneration by the Ordering Party shall be the date on which the Contractor's bank account is credited.
3. The Ordering Party is obliged to pay the Remuneration as follows:
 - (i) 30% of the gross Remuneration - as an advance payment within 14 days of the date of the Agreement, under pain of the Contractor's withdrawal from the Agreement due to the fault of the Ordering Party under § 20 of the GTC.
 - (ii) 70% of the gross Remuneration, within 30 days of the end of issuing the VAT invoice by the Contractor. The basis for issuing a VAT invoice is the Technical Acceptance Protocol (POT) or the Stock Issue Confirmation.

§7. Payment guarantee

1. Should the Contractor fail to stipulate other terms of securing the payment in the offer and/or should the Parties fail to confirm other terms of the payment guarantee in the Agreement, the provisions of this paragraph shall apply.
2. Within 14 days of entering into the Agreement under the provisions of these GTC, the Ordering Party undertakes to provide the Contractor, without the Contractor's request, the payment guarantee concerning gross Remuneration and other amounts due to the Contractor under the Agreement or the Act, in particular incidental charges, in the form of a bank guarantee or insurance in the amount of 100% of the gross Remuneration, with a validity term of 60 days of the expiry of the payment term for the last invoice issued under the Agreement, containing the obligation to pay to the Contractor the gross Remuneration and other amounts due to the Contractor under the Agreement or the Act, in particular irrevocable, unconditional, incidental charges payable on first demand. The Contractor is entitled to exercise the rights under the provided guarantee in the event of failure to pay the gross Remuneration within the period specified in the invoice or other amounts due to the Contractor, in particular liquidated damages and statutory interest for delay in commercial transactions. Should the value of the Agreement be changed and/or the date of performance of the Agreement be changed, the

Ordering Party is obliged to provide the Contractor with a current guarantee, an annex to the guarantee or a supplementary guarantee within 14 days of agreeing these changes.

3. The Ordering Party shall present the guarantee form referred to in the above section. The wording of the guarantee and the entity granting the guarantee must be approved by the Contractor.
4. Failure to establish the payment security referred to above and/or failure to provide the Contractor with a payment guarantee document within the specified period, entitles the Contractor to withdraw from the Agreement for reasons attributable to the Ordering Party under § 20.

§8. Terms of Delivery

1. Unless the Contractor's offer provides otherwise and/or the Parties have not agreed otherwise in the Agreement, all Products subject to the Agreement shall be delivered on the basis of the Contractor's Loco warehouse (EXW Contractor's warehouse according to Incoterms 2010). The Contractor is obliged to advise the readiness for the acceptance at least 7 days before the date of collection from the Contractor's warehouse, and the Ordering Party is obliged to perform the acceptance of the Products on the day of Delivery, as well as to prepare and sign the Technical Acceptance Protocol (TAP) and the Stock Issue Confirmation on that day.
2. Should the Contractor's offer or the Agreement indicate different basis for the Delivery than the one indicated in sec. 1 of this paragraph, the Contractor is obliged to advise the readiness for their acceptance at least 2 days before the date of the acceptance, and the Ordering Party is obliged to perform the acceptance on the date of Delivery (on the day on which the responsibility for the goods passes from the Contractor to the Ordering Party in accordance with Incoterms 2010) and sign the Technical Acceptance Protocol (POT) and the Stock Issue Confirmation on that day.
3. In the event of the extension of the Product Delivery date for reasons beyond the control of the Contractor, the Contractor has the right to charge the Ordering Party with the costs of their storage.
4. In the event of Deliveries on a basis other than that specified in sec. 1 of this paragraph, the Ordering Party is obliged to closely cooperate with the Contractor in order to properly organize transport, delivery and works, especially in terms of compliance with the technical requirements for the places of Delivery,

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unloading and works performance in accordance with the Contractor's guidelines.

§9. Services performed outside the registered office/branch or plant of the Contractor

1. Unless otherwise specified in the Contractor's offer or unless the Parties have agreed otherwise in the Agreement entered into under the provisions of § 3 of the GTCS, all Services, in particular assembly, disassembly, installation, start-up and tests (if any of them is covered by the Contractor's services under the Agreement), performed by the Contractor outside the Contractor's registered office/branch or plant, shall be performed in accordance with the provisions of this paragraph.
2. The Ordering Party shall provide timely and at its own expense:
 - (i) execution of earthworks and construction works as well as other auxiliary and preparatory services not specified in the Contractor's offer and/or the Agreement entered into under the provisions of § 3 of the GTCS, including qualified personnel with valid and required qualifications, materials, tools and equipment, in particular devices cranes, lifting equipment, scaffolding;
 - (ii) the place for the performance of Services, access roads, transport and technological roads, storage, and unloading yards prepared in accordance with applicable legal regulations and the Contractor's guidelines;
 - (iii) suitable, lockable premises on the construction site for the storage of parts, machines, apparatus, materials, tools, etc., and suitable work and rest rooms for the Contractor's staff and its subcontractors, if applicable, with telephone lines and adequate office and sanitary facilities. Furthermore, the Ordering Party shall take, at its own expense, all appropriate measures to protect the property of the Contractor and its subcontractors and the personnel performing the Services;
 - (iv) free and unrestricted access to the places specified in point (ii) and (iii) above on time and to the extent that allows the Contractor to perform the Services covered by the subject of the Agreement in a timely and proper manner;
 - (v) clothing and protective devices that are required due to the special conditions in the place where the Services are provided;
 - (vi) places of consumption of electricity, water and gases, including technological or similar installations and utilities to the extent and with the parameters necessary for the Contractor to perform the Services;
 - (vii) protocol handover of the front of the works along with the necessary documentation, including

surveying reports in accordance with the dates specified in the Agreement, and in the absence of such dates, on the date indicated by the Contractor;

- (viii) preparation of the workplace and admission of the Contractor's staff to the performance of the Contract in accordance with the applicable regulations and dates specified in the Contract, and in the absence of such dates, on the date indicated by the Contractor.

§10. Acceptance

1. If the scope of the Contractor's performance covers the Deliveries and/or Services, the confirmation of the performance of part/all of the Deliveries and/or the Contractor's Services is the Technical Acceptance Protocol (TAP) and/or the Stock Issue Confirmation (CI).
2. In the case of the provision of the Services, the Contractor is obliged to notify the readiness of their acceptance at least 2 days before the date of acceptance (notification of the Contractor's readiness for acceptance) and the Ordering Party is obliged to perform the acceptance on the day indicated in the notification of readiness for acceptance and to draw up and sign TAP on that date. In justified events, the Parties allow to postpone the deadline for the acceptance of works and signing the relevant TAP, as agreed in writing.
3. The Ordering Party may mark the list of comments in the TAP and demand the removal of defects found on receipt and caused by the Contractor's fault, which does not suspend the acceptance and payment of the Remuneration, unless the defects are significant, precluding the possibility of using the subject of the Agreement in accordance with its intended purpose, where is such an event the removal of defects is a condition for signing the TAP. The Contractor shall remove the defects specified in the TAP without undue delay, indicating the deadline for removing the defects within 5 days in writing.
4. In the event that the Ordering Party, after being requested to perform the acceptance, refuses to accept the Delivery and/or Services or to sign the TAP and/or the Stock Issue Confirmation for reasons not attributable to the Contractor, the Contractor may, after 5 days of submitting a relevant request to the Ordering Party, unilaterally sign the TAP and/or the Stock Issue Confirmation with the binding effect for both Parties.
5. Should the Ordering Party refuse to accept the Delivery or sign the TAP and/or the Stock Issue Confirmation for reasons not attributable to the Contractor, the Contractor may place the subject of the Delivery in the

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warehouse at the Ordering Party's expense, counting from the date of unilateral signing of the TAP and or Stock Issue Confirmation.

The date of a unilateral TAP and/or Stock Issue Confirmation is the date of the

Delivery and is also the date of transferring all risks related to the Delivery to the Ordering Party (EXW according to Incoterms 2010).

6. In the event of postponing and/or extending the deadline for accepting the Services and/or refusal to sign the TAP for reasons not attributable to the Contractor, the Contractor is entitled to charge the Ordering Party with the costs of the re-mobilization of employees, equipment and further subcontractors.

§11 Liquidated damages and interest for delay

1. The Contractor shall pay the Ordering Party, upon a written demand, liquidated damages:
 - (i) for delay in the performance of the Agreement or its part due to the sole fault of the Contractor in the amount of 0.1% of the net Remuneration due for the delayed performance of the Agreement or its part for each day of delay exceeding 14 days,
 - (ii) in the event of withdrawal from the Agreement for reasons attributable to the Contractor, the Contractor shall pay the Ordering Party liquidated damages in the amount of 5% of the net Remuneration specified in the Agreement. The total amount of liquidated damages due to the Ordering Party from the Contractor may not exceed 5% of the net Remuneration.
2. Liquidated damages specified in sec. 1 of this paragraph are the only and exclusive remedy and right of the Ordering Party due to delay in the performance of the Agreement, or for withdrawal from the Agreement.
3. Should the Contractor withdraw from the Agreement for reasons attributable to the Ordering Party or the Ordering Party withdraws from the Agreement for reasons beyond the Contractor's control, the Ordering Party shall pay the Contractor, at a written demand, liquidated damages in the amount of 15% of the net Remuneration; The Contractor is entitled to claim damages in excess of the value of the provided liquidated damages specified in this section under the general principles of the Civil Code.
4. Irrespective of the obligations defined in section 3 of this paragraph, in the event of withdrawal from the Agreement on the terms defined in this section, the

Ordering Party shall pay the Contractor the Remuneration for the scope of the Agreement performed until the date of receipt by the Contractor of a written statement of withdrawal by the Ordering Party, including documented costs incurred to prepare the scope of the Deliveries/Services not yet performed (in particular, the costs of purchasing materials, project preparation, costs related to the cancellation of orders).

5. In the event of withdrawal from the Agreement on the terms set out in section 1 of this paragraph, the Parties shall make a mutual settlement for the scope of the Agreement performed by the Contractor until the date of receipt by the Contractor of a written statement of withdrawal by the Ordering Party.
6. In the event of a delay in payment of the Remuneration, the Ordering Party shall pay the Contractor statutory interest for delays in commercial transactions.

§12 Quality warranty

1. The Contractor grants the Ordering Party a quality warranty for the delivered Products and/or Services for a period of 24 months, excluding purchasing parts and devices that are not the Contractor's product, to which the manufacturer's warranty applies. The quality warranty period begins from the date of signing the final Technical Acceptance Protocol. The warranty period, however, expires, irrespective of repairs or replacements made, no later than 36 months of Delivery.
2. The warranty obligations shall be performed by the Contractor after the Ordering Party pays all the amounts due under the Agreement.
3. The Ordering Party is obliged to inform the Contractor of any quantitative shortcomings in writing (the Parties allow delivery of a relevant notification by fax and/or e-mail to the numbers or e-mail addresses of the Contractor specified in the Agreement) within 24 hours of Delivery. The Ordering Party is obliged to report quantitative shortages in the shipping documents in the presence of the carrier. Failure to make correct and timely notification to the Contractor results in the loss of claims under the said provisions. In the event quantitative shortages of Products are found, the Ordering Party may demand delivery of the missing quantity within the time limit mutually agreed up on by the Parties.
4. The Ordering Party is obliged to inform the Contractor of any quality defects immediately in writing (the Parties allow the notification to be delivered by fax and/or e-mail to the numbers or e-mail addresses of the

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Contractor specified the Agreement), no later, however, than within 3 days of disclosure of the defect under the pain of losing the rights under the quality warranty.

5. The Ordering Party shall indicate in the notifications referred to in section 3 and 4 of this paragraph, the number and date of the Agreement on the basis of which the Sale was made, as well as a brief description of the defect and/or deficiencies. The Ordering Party shall provide the Contractor, without the Contractor having to bear any costs, free access to the delivered Products affected by the defect and/or the place of the provided Services in which the defect was revealed.
6. The Contractor shall not be responsible for physical defects caused by reasons beyond the control of the Contractor, in particular those resulting from natural wear and tear, caused by using the subject of the Agreement inconsistently with its intended purpose, improper use (e.g. overload, using the wrong tools), resulting from use in an inappropriate environment, resulting from the introduction of modifications or repairs without the written consent of the Contractor or by unauthorised persons and as a result of external factors that were not provided for by the terms of the Agreement, as well as a result of the actions of third parties.
7. Should physical defect be revealed in the Product caused by the fault of the Contractor, the Contractor undertakes to replace or repair the defective Product or its parts free of charge - at his own discretion. Any removed Products or their parts become the property of the Contractor should other products free from defects be installed in their place. The installation and transport of the replaced parts will be paid for by the Contractor.
8. The manufacturer's warranty applies to third party software provided by the Contractor.
9. The Contractor shall confirm the acceptance of the physical defect notification within 3 working days and shall begin inspection and/or removal of the defect as soon as possible, and shall remove the defect within a technically justified and mutually agreed period.
10. The provisions of this paragraph define the Contractor's overall liability for defects. Any other liability of the Contractor, including liability under the warranty for defects, as well as claims or rights of the Ordering Party for physical defects of the subject of the Delivery and/or Services, apart from those described in these GTS, is excluded.
11. The above provisions also apply accordingly in the event of physical defects made by the Service Provider.

§13. Ownership title

1. Subject to the provisions of section 4 of this paragraph, the title to the Products and rights covered by the subject of the Agreement shall be transferred to the Ordering Party upon payment of all due contractual receivables, including any statutory interest for delay in commercial transactions and liquidated damages.
2. Should third parties make any claims to the Ordering Party in relation to the Products and/or rights owned by the Contractor, the Ordering Party is obliged to immediately notify the Contractor and take all measures to protect the Contractor's rights in this regard. Should the Ordering Party neglect the said obligation, it shall be liable for damages towards the Contractor.
3. Should the Ordering Party be in arrears with the payment for the Products, the Ordering Party is obliged, at the request of the Contractor, to immediately and unconditionally return the delivered Products to the Contractor. Unless the Parties agreed otherwise, the Contractor's demand and collection of the Products does not result in the Contractor's withdrawal from the Contract, but only secures the Ordering Party's performance of obligations under the Agreement with respect to the Contractor. The cost of delivery (return) of the Contractor's Products shall be borne by the Ordering Party.
4. Unless the Contractor clearly specified otherwise in the offer or if the Parties did not expressly define such rights in the Agreement entered into under the provisions of § 3 of these GTS, the Contractor's ownership title to any rights, in particular in the scope of the Contractor's proprietary copyrights, including documentation, technical solutions, software, patents, utility models, etc. shall not be transferred to the Ordering Party under the Agreement entered into under the provisions of § 3 of these GTS.
5. The Parties allow the Contractor to grant a non-exclusive and non-transferable license to use the work within the meaning of the Act of 4 February 1994 on copyright and related rights (the Official Journal of Laws of the Republic of Poland of 1994, No. 24, item 83, as amended) by way of a separate written license agreement indicating the fields of use, signed by authorised representatives of the Parties.

§14. Amendments

1. In the event of changes to the Deliveries and/or Services for reasons beyond the control of the Contractor, the

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Contractor shall inform the Ordering Party about the impact of the change on the total Remuneration, schedule and other terms and conditions of the Agreement, including the quality guarantee. The Contractor is not obliged to commence the works caused by the changes prior to the written (in the form of an order, separate agreement or annex to the Agreement) commissioning of such changes to the Contractor.

2. Payments for changing the scope of the Agreement shall be made on the basis of separate invoices.
3. Delays due to reasons beyond the control of the Contractor, including force majeure, changes to legal provisions introduced after the entering into the Agreement, lack of proper cooperation and delays of the Ordering Party or its requests to extend the scope of the Agreement, shall be considered changes in the above specified scope and, in particular, shall not be the basis for to charge liquidated damages for delay.

§ 15. Services

1. Should the scope of the Agreement include Services, the Contractor, based on the information provided by the Ordering Party, planned the appropriate number of working days (working days = 8 working hours) and travels to the Ordering Party necessary to perform the service, assuming that other works independent of the Contractor will be performed appropriately and on time.
2. Should for reasons beyond the control of the Contractor, additional working days be required beyond those provided for by the Contractor in the basic scope, the Contractor - after agreeing the additional scope with the Ordering Party - shall be entitled to remuneration according to the Contractor's current rates. The basis for payment shall be additional VAT invoices issued by the Contractor after performing additional works, payable within 30 days of issuance of VAT invoice.
3. The scope of the Services shall not include any activities related to waste. The Ordering Party is the manufacturer of waste generated on the premises of the Ordering Party during the performance of the Agreement.

§16. Force Majeure

1. The Contractor shall not be responsible for non-performance or improper performance of the Agreement in whole and/or in part, including delay in the performance of the Agreement resulting from "Force Majeure".

2. "Force Majeure" shall mean external circumstances beyond the Contractor's control or arising for reasons beyond the Contractor's control, which could not be foreseen on the date of the Agreement, referring, but not limited to the following events: war, hostilities (regardless of whether the war was declared or not), invasion, action of external enemies, rebellion, terrorism, revolution, insurrection, military or civil coup or civil war, revolt, unrest, riots, strike or lockout, disruptions in transport traffic, power outages, other serious disruptions in the work of the Contractor, restrictions on the movement of heavy goods vehicles.
3. The Contractor shall immediately not later however than 7 days of the occurrence of the Force Majeure event notify the Ordering Party indicating the date of the event, type and expected duration of the Force Majeure event, and the Agreement performance schedule shall be adjusted accordingly.

§17. Confidentiality, Intellectual Property Rights

1. Considering the fact that in connection with the performance of the Agreement, the Ordering Party may come into possession of Confidential Information concerning the Contractor, the Parties jointly agree to ensure the protection of Confidential Information on the terms defined herein.
2. "Confidential Information" shall mean any information, data, documents, plans, business strategies, projects, procedures, systems, in particular of a technical, technological, commercial, production, financial, IT, organisational and other information of economic value, concerning or relating to the Contractor.
3. Any and all Confidential Information and related rights, in particular all rights arising from patents, copyrights, trademarks or trade secrets, disclosed by the Contractor to the Ordering Party, shall remain the exclusive property of the Contractor.
4. The Ordering Party is obliged to keep in strict confidence the Confidential Information received both in writing, orally, as well as in any other form in connection with the preparation of the offer for a given project and in connection with the performance of the Agreement, and to use the received Confidential Information only to perform the Agreement with the Contractor.
5. Without the prior Contractor's consent expressed in writing, the Ordering Party shall not publish or otherwise disclose, directly or indirectly, any Confidential Information made available to it in connection with the preparation of the offer and/or in

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connection with the performance of the Agreement to any third party.

6. The Ordering Party is obliged to take all reasonable precautions to protect and ensure the confidentiality of Confidential Information as well as any documents and data carriers containing such information, and to immediately notify the Contractor in writing of such unauthorised use or disclosure of Confidential Information.
7. The Ordering Party shall promptly return, upon the Contractor's request, any and all materials, documents and data carriers received from the Contractor concerning the said Confidential Information, including any copies and notes, if any, collected by the Ordering Party or delivered by the Contractor.
8. The obligation of confidentiality does not apply to Confidential Information:
 - (i) which on the date of the Agreement or at any time thereafter, is commonly known without violating the provisions of these GTS;
 - (ii) in reference to which the Ordering Party can prove that it was known to it prior to disclosure;
 - (iii) which must be disclosed as required by applicable law, including disclosure to administrative authorities, courts or government bodies.
9. The Ordering Party acknowledges that any breach of the confidentiality rules set out in these GTS will cause damage to the Contractor. Should there be a breach of the confidentiality rules specified in these GTS, the Ordering Party is obliged to fully redress the Contractor's damage.
10. The provisions on the protection of Confidential Information, set out in this section of the GCS, shall also apply to the Parties in the event of termination or expiration of the Agreement, for an indefinite period.

§18. Amendments to the Agreement

Should, after signing the Agreement, there be a change in the provisions of law or new legal provisions be introduced, or there be a change or new mandatory standards be introduced or there be a change in engineering standards or regulations resulting in the need to introduce change, modification or deviation with respect to the works, quality, quantity or scope, the Contractor shall be entitled to demand an appropriate adjustment of the remuneration, schedule and any other affected provisions of the Agreement. In such an event, both Parties will use best efforts in good faith to agree on the appropriate course of action in connection with their occurrence.

§19. Limitation of liability

1. The Contractor's total liability for damages arising from the performance of the Agreement, regardless of the legal basis of the claims, is limited to 15% of the Net Remuneration.
2. The Contractor, regardless of the legal basis of the claims, shall not be liable for indirect damage, consequential damage, lost profits, loss of production, financing costs, loss of data or information, costs of replacement power, loss of operation, loss of expected savings, increase in costs of operations, damage to contracting parties of the Ordering Party, and other claims of these persons or other third parties against the Ordering Party.
3. The limitations of liability provided for in the Agreement shall not apply to the extent that it is not permitted by the mandatory provisions of law.

§20. Withdrawal from the Agreement

1. Each Party may withdraw from the Agreement in the events specified in the Act.
2. Irrespective of the statutory right to withdraw from the Agreement, the Contractor may withdraw from the Agreement (without notice period) should the Ordering Party:
 - (i) violate the confidentiality obligation referred to in §17 of these GTC;
 - (ii) materially violate its obligations under the Agreement and/or these GTC, which shall be understood as a breach that will be indicated in writing by the Contractor and will not be removed by the Ordering Party within 14 calendar days of the date of receipt of the said written notification from the Contractor;
 - (iii) be in delay with the payment of all or part of the Remuneration for at least 14 days of its due date;
 - (iv) fail to perform or delay performance of any of the obligations referred to in §4(4) of these GTS.
3. Unless the provision of the Act provides otherwise, the Contractor may exercise the right to withdraw from the Agreement within 60 calendar days of the event allowing for submitting a statement of withdrawal from the Agreement, not later however than within 60 days of the date of the agreed date for performance of the subject of the Agreement.

In the event of withdrawal from the Agreement, the Contractor is entitled to remuneration for the scope of the subject of the Agreement performed by the

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KRS [National Court Register]: 0000923137
REGON [Business Statistical No.]: 520030636
BDO [Waste Database]: 000548448



Contractor until the date of withdrawal as well as to any and all expenses and costs incurred in connection with such withdrawal, including the costs of cancellation and/or performance of orders placed, unless the Contractor withdraws entirely from the Agreement with the (ex tunc) effect. In such an event, the Contractor shall submit to the Ordering Party, not later than within 14 (fourteen) days of the withdrawal, a list of works and deliveries on the basis of which the amount of the Contractor's remuneration will be determined in a protocol drawn up jointly by the Parties (inventory). The Parties shall start the inventory immediately after the delivery of a statement of withdrawal from the Agreement, but not later than within 7 (seven) days. Failure by the Ordering Party to take the inventory on time shall entitle the Contractor to unilaterally draw up an inventory report that shall be binding for both Parties. Under the protocol referred to above, the Ordering Party shall be issued an invoice, which the Ordering Party is obliged to pay by bank transfer to the Contractor's bank account specified on the invoice within 30 days of the invoice issuance.

§21. Final provisions

1. The Parties declare that they are personal data controllers within the meaning of the Act of 10 May 2018 on the protection of personal data. Each Party, as the personal data controller, agrees to the recording and processing by the other Party of personal data provided to the extent necessary for the performance of the subject of the Agreement. The scope of the data provided includes personal data of the employees of the Parties, such as: name and surname, position, rights, telephone number, e-mail address, etc. necessary for the implementation of the subject of the Agreement. The Parties declare that only persons who hold appropriate authorization and training will have access to the provided personal data. The Parties undertake to process the provided personal data only for the purpose of performance of the subject of the Agreement in the period necessary for its performance. The Parties undertake to protect the said personal data in compliance with the Act of 10 May 2018 on Personal Data Protection and secondary legislation.
2. The Ordering Party agrees that the Contractor transfer to third parties, by transfer, assignment, pledge or similar action, all or part of the receivables under the Agreement.
3. Acting under Article 4c of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions (the Official Journal of laws of the Republic of Poland [Dz.U.] of 2019.118, unified wording), the Contractor declares to have the status of a large entrepreneur.
4. Should there be any conflict between the provisions of the Agreement, the Contractor's offer and the provisions of these GTC, the following order of validity of the documents (listed in order from the most important) shall apply:
 - (i) the Agreement with its schedules;
 - (ii) the Contractor's offer;
 - (iv) the General Terms and Conditions of Sale (GTC).
5. The invalidity of any of the provisions of these GTS and/or the Agreement shall not render the remaining part of these GTS and/or the Agreement invalid. In such an event, the Contractor shall replace the invalid provisions with new ones, which will reflect the original intentions to the closest extent.
6. In matters not covered by these GCS, offer or the Agreement, the appropriate provisions of Polish law shall apply, including of the Civil Code.
7. Any disputes shall be submitted by the Parties to a common court with a jurisdiction for the Contractor's registered office.
8. The Contractor shall perform the obligations under the Agreement, provided that their performance will not violate national or international regulations in the field of international trade (including embargoes or other sanctions).
9. The law governing the Agreement, offer, and these GTC is Polish law.

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