

**GENERAL TERMS OF SALE
REMONTOWA ELECTRICAL SOLUTIONS SP. Z O.O. WITH ITS
REGISTERED OFFICE IN GDAŃSK**

PRELIMINARY PROVISIONS

1. These General Terms of Sale (hereinafter referred to as „GTS”) apply to agreements concluded by and between REMONTOWA ELECTRICAL SOLUTIONS Sp. z o.o. and the Ordering Party, on the basis of which the Contractor is obligated to perform the work, construction works, deliver the product, sell the product, fulfill the order, provide services or other of similar nature.
2. GTS are an integral part of the Agreement. If GTS have not been attached to the Agreement or order but are referred to in the Agreement, the Ordering Party is bound by GTS which apply to the version published on the day of concluding the Agreement or placing the order on the Contractor's website.
3. Commencing the cooperation, and in particular sending a request for proposal, placing the order, concluding the agreement as well as any other actions of similar nature shall mean that the Ordering Party accepts GTS. If the Ordering Party has received information on GTS in one order or agreement, it is considered that it has familiarized itself with them and accepts them also with regard to all further agreements and orders.
4. These GTS shall prevail over general terms of agreements applicable at the Ordering Party's. The Contractor is bound by general terms of agreements of the Ordering Party only to the extent to which they comply with these GTS or if the Contractor gives its explicit written consent to it, otherwise it shall be deemed invalid.
5. The documents which form the content of the agreement (contractual relationship between the parties) are its integral part and shall be treated as mutually explanatory or supplementing, yet in case they are contrastive, ambiguous or in case of other irregularities, a correct significance of the documents shall be perceived in accordance with the following:
 - 1) Contract Agreement or order and specifications as well as technical descriptions,
 - 2) Special Terms of the Agreement,
 - 3) These General Terms of Sale,
 - 4) Other attachments to the agreement,
 - 5) Any other documents being part of or related to the agreement.

**§ 1
DEFINITIONS**

1. In Agreement Documents the following words and terms shall have the meaning assigned to them in definitions below:
 - 1) **Contractor** – means REMONTOWA ELECTRICAL SOLUTIONS Sp. z o.o. with its registered office in Gdańsk, ul. Na Ostrowiu 1, 80 – 958 Gdańsk, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Gdańsk – North in Gdańsk VII Commercial Division of the National Court Register under KRS no.: 0000178680, NIP [taxpayer's ID]: 5832836668, REGON [business ID]: 19297379400000, share capital: 10.621.600,00 zlotys, fully paid up,
 - 2) **Ordering Party** – means a natural person, legal person or entity not being a legal person who is assigned a legal capacity by the act, a person who orders the Contractor to perform Works,
 - 3) **Parties** – means the Ordering Party and Contractor,
 - 4) **Client** – means a natural person, legal person or organizational unit with whom the Ordering Party has concluded an agreement on the basis of which the Ordering Party is obligated to perform works, deliveries or services, and whose proper performance results from completion of Works by the Contractor,
 - 5) **Works** – mean any non-cash services performed by the Contractor for the Ordering Party; this term is used with regard to the Contractor's service consisting in performing the work, construction works, delivering the product, selling the product, completing the order, providing services, as well as other of similar nature,
 - 6) **Defect** – means non-compliance of the Works with the Agreement, poor quality, incomplete Works,
 - 7) **Major Defect** – The defect which prevents or substantially hinders the use of Works in accordance with intended use.
 - 8) **Remuneration** – means an amount due to the Contractor for completion of Works or additional Works, increased by the VAT tax as per the rate applicable on the invoice issue day,
 - 9) **Agreement** – means all documents which form the contractual relationship between the Ordering Party and Contractor, and in particular:
 - a. Contract Agreement or order and specifications as well as technical descriptions,
 - b. Special Terms of the Agreement,

- c. These General Terms of Sale,
- d. Other attachments to the agreement,
- e. Any other documents being part of or related to the agreement.
- 10) **Work area** – means a venue or venues provided to the Contractor in view of performing Works,
- 11) **Takeover report** – means a partial takeover report or final takeover report, properly signed by the Ordering Party and Contractor, which confirms that the Parties have taken over all or some Works,
- 12) **Additional works** – means Works not specified in the Agreement but completed by the Contractor on the basis of the Ordering Party's or Client's order or in cooperation with the Ordering Party or Client,
- 13) **Work** – means a work pursuant to the art. 1 para. 1 of the act dated 4 February 1994 – on copyright and related rights,
- 14) **Working day** – means a day from Monday until Friday, excluding bank holidays in Poland,
- 15) **INCOTERMS** – mean commercial terms specified in the publication of Incoterms 2020 issued by the International Commercial Chamber in Paris, and any further versions applicable on the day of concluding the Agreement by and between the Parties,
- 16) **Force majeure** – means an external event which affects the Parties but remains beyond their will, which is unforeseeable or inevitable, which could not be prevented despite exercising due diligence, which substantially hinders or prevents proper performance of the Agreement. The force majeure shall exclude the following in particular:
 - a. events attributable to the Party or third party which the Party answers for or the associated entity, affiliated entity or dominating entity in relation to the Party,
 - b. lack of financial means,
 - c. strike, excluding a nation-wide strike.

**§ 2
CONCLUSION OF THE AGREEMENT**

1. The Ordering Party is obligated to clearly inform the Contractor, before the Agreement is concluded, that/if the Works ordered shall be of specific parameters, other than popular and common on EEA market; this applies particularly to stricter quality requirements or a special purpose of the Works, as well as parameters atypical of the Works of specific type. This being the case, if the Contractor adopts the widely available price lists, they are excluded and the Contractor reserves a right to (i) value the works on its own or (ii) refuse to accept the order or (iii) suggest modifications to the contract specifications and terms of performance.
2. The agreement by and between the Parties is concluded:
 1. when the Ordering Party places the order and the Contractor explicitly accepts it or when the Contractor acts in relation to the Ordering Party shortly after receiving the order in a way that suggests the acceptance of the order placed by the Ordering Party (e.g. by issuing a prepayment invoice and delivering it to the Ordering Party). When the Contractor confirms receipt of the order, it does not mean it accepts the order for fulfillment. The orders which are not accepted by the Contractor shall not form a basis for any claims against the Contractor. In relation to the Contractor, the art. 68(2) of the civil code is excluded, which means that lack of reaction of the Contractor or lack of its immediate response shall not be perceived as acceptance of the order, although the Parties retain permanent business relationships or
 2. when the Contractor's offer is accepted; yet in case the Ordering Party accepts the Contractor's offer with modifications, the conclusion of the agreement is dependent upon explicit acceptance of these modifications by the Contractor as defined in § 2 para. 1 point 1 GTS, the art. 68(1) § 1 of the civil code is excluded, although the Parties retain their constant business relationships or
 3. when the Parties sign the contract agreement.
3. The Order must contain the following: Works (goods) specified in details, their specifications (parameters, quality and technical requirements), as well as completion date expected by the Ordering Party, performance venue, and for deliveries also terms of delivery as per INCOTERMS. Lack of expected completion date shall be understood as acceptance of the date specified by the Contractor. Lack of expected terms and delivery address shall be understood as acceptance of EXW INCOTERMS 2020. Any parameters given in the order or attachments shall be considered as confirmed by the Ordering Party. The Contractor is not bound by the Ordering Party's comments in the content of the order or attachments to the order which demonstrate their invalidity, e.g. „Structure drawings are for reference only”, „This document does not apply”, „Dimensions must be checked on the site”.

4. If the Ordering Party fails to give data referred to in para. 3 above, the information provided by the Ordering Party shall be deemed a request for proposal.
5. If the offer or confirmation of order acceptance by the Contractor contains modifications to the terms specified in the request for proposal/order and the aforesaid modifications do not substantially change the terms specified by the Ordering Party, the Parties shall be bound by the agreement provisions specified in the offer, with special regard to modifications made by the Contractor.
6. The Ordering Party shall present the Contractor with a list of persons authorized to place orders, sign invoices and documents which confirm receipt of the goods. In case of lack of such a list, it is considered that every persons who signs the aforesaid documents in the Ordering Party's head office or other delivery venue and who sends orders from the Ordering Party's company mailbox is considered as a duly authorized representative of the Ordering Party; this being the case the authorized persons shall be understood as persons published on the Ordering Party's website, on its business cards, on the company paper or catalogs or other Ordering Party's documents and in public registers.
7. To be valid, spoken agreements or orders must be confirmed in writing or through a document – this being the case the agreement shall not come into force if the Contractor informs the Ordering Party in writing or through document within 7 days after receiving the confirmation that the content of the agreement confirmation does not correspond to prior spoken arrangements of the Parties.
8. The Contractor can confirm the order and submit the offer through one of means of communication, i.e. in writing by personal delivery or by sending via a traditional post, as well as by electronic means with a qualified electronic signature, through a document via e-mail message to e-mail address specified by the Ordering Party. In case they are not specified, to the addresses listed in public registers or on the Ordering Party's website, business cards, company paper or catalogs and other Ordering Party's documents. The Contractor may state in the content of the offer or confirmation of receipt of the order that the agreement shall be concluded upon signing the contract agreement by the Parties.
9. Without prejudice to § 2 para. 5 GTS, when the terms of reference defined by the Ordering Party in the order or request cannot be fulfilled, the Contractor shall notify the Ordering Party of it within 7 working days after receiving the order and shall suggest its own order performance terms and – possibly – shall designate the period in which it shall wait for the Ordering Party's decision regarding acceptance of the terms of performance presented. If the Ordering Party's fails to answer in the period specified by the Contractor, and in case the Contractor fails to establish the date, after 2 working days it is assumed that the Ordering Party has given its consent to the Contractor's terms.
10. Within 7 working days after placing the order by the Ordering Party, the Contractor may refuse to accept the order for fulfillment, regardless of the cause, informing the Ordering Party about it in writing, by electronic means, via fax or phone. Lack of the aforesaid refusal by the above-stated period shall not mean a tacit consent of the Contractor to perform the order - § 2 para. 2 point 1 GTS applies.
11. Any limitation to Contractor's statutory rights or rights assigned under this GTS shall require an explicit and written confirmation by the Contractor, otherwise it shall be deemed invalid.
12. Catalogs, folders, price lists, technical documents and other advertising and commercial materials related to goods provided by the Contractor shall be for reference only and shall not represent the offer pursuant to the provisions of the civil code; they are only an invitation for negotiations. Information on properties, included there, is approximate and cannot be the basis for complaints. Patterns serve as reference and display materials. The Contractor shall reserve a right to change information, technical parameters and the very set of goods included in the aforesaid documents. Until the agreement is concluded, the Contractor reserves a right to modify the information, technical parameters and the very set of products included in the above-stated documents. The Contractor reserves a right to make structural changes, modify technical data and patterns of the goods, arising from modernization and technical progress, if the good despite modifications does not change its nature, intended use and technical parameters.
13. The Contractor stresses that commercial proposals, calculations, designs, drawings and other technical data, presented to the Ordering Party, are confidential and cannot be disclosed by the Ordering Party to third parties. Violation of this provision shall authorize the Contractor to exercise all rights arising from the rules of law, in particular to bring legal action with claims on accounts of violation of business secret on the basis of the act dated 16 April 1993 on counteracting unfair competition.
14. The Contractor reserves an ownership right and copyrights to drawings, calculations, technical calculations, and other documents supplied

or disclosed to the Ordering Party before and upon conclusion of the agreement. They are intended only for purposes related to conclusion of the agreement and cannot be copied or disclosed, entirely or partly, to third parties, unless the Contractor has given its prior explicit consent in writing.

15. Any modifications to the Works performance terms by the Ordering Party shall require an explicit acceptance of the Contractor – arrangement of new terms is considered as placement of a new order to which rules established in this section apply, and this applies to increase or decrease of the range of Works and Works specification.

§ 3

ORDER DELIVERY DATE

1. Any dates presented by the Contractor are approximate and shall not be treated as final dates. Approximate delivery dates are counted from the day of concluding the agreement, not earlier than after the prepayment amount has been deposited into the Contractor's bank account; in case of failure to fulfill this obligation by the Ordering Party, the delivery date shall be extended to include a period in which the Ordering Party defaults on payment.
2. The delivery dates given may not be met by the Contractor due to circumstances which the Contractor cannot be held responsible, in particular in case of the following:
 - a. when the Ordering Party fails to follow these GTS as well as other Ordering Party's actions, Client's actions, or actions of entities independent from the Contractor, which hinder performance of the agreement, in particular in case the Works Area is not handed over or in case it is not prepared by the Ordering Party, or in case of collision with other contractors,
 - b. when the Ordering Party suspends Works,
 - c. when the Ordering Party is late with providing information required to perform the agreement by the Contractor,
 - d. in case of delay of the suppliers which the Contractor had no impact on or its impact was limited,
 - e. when the goods or materials required to perform the Works get damaged, which is not the Contractor's fault,
 - f. in case of delay arising from any event beyond the Contractor's control, incl. due to force majeure.
3. In case the delivery is late due to any circumstances referred to in para. 2 above, the Ordering Party shall not have a right to withdraw from the agreement, refuse to accept the good or lodge any compensatory claims against the Contractor.
4. If the Ordering Party violates the terms of the order or these GTS, in particular the due date (payment deadline) on accounts of ongoing or previous order, not excluding amounts due being interest rates, potential credit limit counted jointly with the value of the order, the Contractor shall have a right to: (i) refuse to accept the order for fulfillment or (ii) suspend delivery or handover of the Works, in both cases at least until the Ordering Party has settled accounts. The Contractor shall not be held responsible for extension of the agreement delivery date which arises from the aforesaid causes. If the confirmed order/agreement cannot be delivered or delivery is hindered for above-stated reasons, the Contractor shall be entitled to withdraw from the agreement entirely or partly for reasons attributable to the Ordering Party within 90 days after learning about violation.
5. Irrespective of rights specified in the para. 4 above, in case of late payment of the amount due to the Contractor, even if partially, for more than 14 days, the Contractor may suspend performance of the agreement or all agreements with the Ordering Party (as per the Contractor's liking), and when the delay exceeds 45 days, the Contractor shall have a right to withdraw from the agreement entirely or partly within 90 days after a 45-day delay in payment has occurred.
6. The Ordering Party shall not be entitled to any claims due to suspension of the works by the Contractor on the basis of para. 4 or 5 above. The agreement delivery date shall be automatically extended to include a period of suspended Works on the basis of para. 4 or 5 above. When suspension of works exceeds 30 days, the Contractor may demand extension of the works completion date by the period longer than reserved in the preceding clause, as per circumstances.
7. If upon suspension of Works on the basis of para. 4 or 5 above the Contractor was obliged to incur additional costs related to storage of materials, goods and tools, accommodation for employees, relocation of employees, demobilization and re-mobilization, the Ordering Party shall be obligated to return these additional costs to the Contractor. This paragraph shall apply accordingly when the performance of Works is suspended by the Ordering Party or Client.
8. The delivery date may be changed and extended in case of force majeure. The Contractor may refer to the emergence of force majeure during the existing delay in provision of the service. The Contractor shall immediately inform the Ordering Party about commencement and end of such

circumstances. The Contractor shall not be held responsible for late delivery of Works arising from the impact of force majeure.

9. Without prejudice to other Contractor's rights, when the service which the Contractor is obligated to provide on the basis of the agreement must be completed in parts, the Contractor shall have a right to refrain from fulfilling its obligation, including an obligation on accounts of guarantees, also when due to the Ordering Party's economic position there are doubts whether the payment of the remuneration due to the Contractor for Works which the Contractor is obligated to deliver in an extended period is going to be made on time. This being the case, the Contractor is also entitled to call the Ordering Party to establish a collateral as per the Contractor's liking. The paragraph 6 and 7 above shall apply accordingly.
10. In case the Contractor withdraws from the agreement for reasons attributable to the Ordering Party, the Ordering Party, regardless of other claims due to the Contractor on the basis of the agreement, GTS or rules of law, is obligated to pay the contractual penalty in the amount of 10% of the contractual remuneration (order value) net to the Contractor, which does not deprive the Contractor of the right to claim supplementary compensation.

§ 4

TRANSPORT, UNLOADING, ASSEMBLY

1. Pursuant to § 3 GTS, delivery or performance of Works is based on the deadline arranged by the Parties and confirmed by the Contractor in the way stipulated in § 2 GTS provided the Contractor meets the terms specified in the agreement and these GTS, in particular on condition that the Ordering Party fulfills its obligation to pay the remuneration.
2. If the Ordering Party fails to collect the delivery or refuses to collect the delivery on the day confirmed by the Contractor, 14 days after the confirmed delivery date the Contractor shall have a right to withdraw from the agreement, entirely or partly, within 90 days from emergence of the withdrawal cause. The Contractor may require the Ordering Party to pay the contractual penalty for withdrawal from the agreement by fault of the Ordering Party in the amount of 10% of the contractual remuneration (order value) net, which does not exclude the Contractor's right to demand supplementary compensation. Irrespective of the reserved contractual penalty, the Contractor may require the Ordering Party to return costs of delivery storage for the period preceding the withdrawal and – in case the takeover is arranged later – pay daily costs of storage or warehousing. Unless the Contractor specifies otherwise, the costs of storage or warehousing of goods or products are to be 1% of the order value gross for each commenced week. The costs of storage and warehousing are counted from the next day on which the delivery was to be collected by the Ordering Party.
3. If the Works are actually delivered or performed and the Ordering Party refuses to confirm the delivery and/or completion of Works by signing the takeover document, the Contractor is entitled to draw up a unilateral takeover report 3 days after the delivery or after the Works have been reported to be ready for collection, specifying the agreement delivery date or order delivery date on which the delivery and/or Works have been completed.
4. While performing the agreement, the Contractor shall have a right to use services provided by subcontractors, forwarders or carriers, as per its needs and at its own discretion, and is not required to obtain the Ordering Party's approval.
5. If an access road to the Works Area is limited through a no-entry sign, the Ordering Party is obligated to inform the Contractor about it and provide it with relevant authorization, as well as allow the Contractor to enter the premises without difficulties. Any costs and losses arising from the Ordering Party's failure to fulfill the obligation specified in this section shall be borne by the Ordering Party.
6. In order to perform the Works in the Works Area, the Ordering Party undertakes to provide the Contractor with the following for free:
 - surface area with a free access, storage places to the extent required to perform the Works,
 - utilities required to perform the Works, including electric energy in particular,
 - staff room for Contractor's employees with an access to water and sanitary facilities,
 - assure undisturbed work, without time limits, at the time of assembly and startup, in particular lack of collision with other contractors' works.
9. If the agreement or order encompasses assembly, installation or connection of devices, the Ordering Party is obligated to properly prepare rooms in which the assembly is to be performed by the Contractor; this particularly requires the Ordering Party to perform the following works and assure the following conditions in the assembly venue:

- i. the Ordering Party shall perform required construction and finishing works, the ones which must be completed for proper assembly, installation, connection and startup,
 - ii. the Contractor shall be provided with access to finished rooms, equipped with required installations and utilities, and secured against harmful weather conditions,
 - iii. walls and ceilings must be at a right angle, both vertically and horizontally,
 - iv. protection of surfaces (in particular walls and floors) of the road which leads to entry into the room in question against mechanical damage which may arise when the Contractor handles the goods,
10. Without prejudice to other rights of the Contractor, when the Ordering Party fails to meet the conditions required to perform the Works, the Works delivery date shall be automatically extended, and the Ordering Party is obligated to repair the damage suffered by the Contractor, in particular the one related to additional travel, accommodation or prolonged stay of Contractor's workers and storage, § 3 para. 5 – 7 GTS shall apply accordingly.
 11. The Ordering Party is obligated to inform the Contractor about any defects or shortcomings arising from wrong preparation of the Works Area. Commencement of the assembly or installation or startup of devices by the Contractor despite receiving the information referred to in this paragraph does not represent acceptance of such defects or shortcomings by the Contractor and does not deprive the Contractor of the right to use any of its authorizations on the basis of these GTS, agreement or rules of law; it also does not mean the Contractor's acceptance of responsibility for defects caused by wrong preparation of the Works Area.
 12. After the end of the assembly, installation or startup, and in cases which do not require assembly, after the delivery the Parties shall sign the takeover report, where § 4 para. 3 GTS shall apply.
 13. Without prejudice to other Contractor's rights arising from GTS, agreement or rules of law, in case it is necessary to adapt Works to wrong conditions in the Works Area, the Contractor is entitled to impose relevant costs on the Ordering Party.

§ 5

ADDITIONAL WORKS

1. Subject to provisions included in this section, other provisions of GTS shall apply to Additional Works.
2. Upon each request of the Ordering Party, the Contractor is obligated to immediately provide the Ordering Party with all required information concerning Additional Works, in particular to inform about a need to perform any Additional Works.
3. If according to the Contractor for proper performance of the Works it is necessary to perform Additional Works or when remarks or order of the Ordering Party takes a form of the order of Additional Works, the Contractor shall notify the Ordering Party of it, yet lack of such notification does not deprive the Contractor of any rights, incl. a demand to pay the remuneration for Additional Works. The Additional Works order shall cover the type and scope of Additional Works, start and end date for Additional Works as well as remuneration for Additional Works. The Contractor shall have a right to refuse to perform Additional Works.
4. If the Contractor completes Additional Works but the Parties failed to arrange the remuneration due to the Contractor and delivery date for Additional Works beforehand: (i) the Contractor shall perform the Additional Works by the time justified due to type and size of Additional Works, (ii) Additional Works will be settled on the basis of their quote prepared by the Contractor. The Contractor shall draw up a quote for Additional Works on the basis of arranged unit prices for basic works, and when it turns out that it is inadequate due to the nature of Additional Works or there are no unit prices, the Contractor will prepare the quote for Additional Works on market terms but as per prices of goods and services adopted by the Contractor.

§ 6

REMUNERATION

1. The remuneration given by the Contractor refers only to the specific quantity of goods and scope of activities presented in the agreement.
2. If not explicitly specified otherwise, the remuneration is expressed in PLN and shall be a net amount increased by a valued added tax. The remuneration may also be expressed as an equivalent to PLN in other currency, converted into PLN based on an average exchange rate of the National Bank of Poland as of the day of issuing the invoice.
3. If in the arrangements of the Parties the Contractor has failed to explicitly state whether specific rates or prices are net or gross, it shall be acknowledged that

these rates are always net rates to be increased by an applicable value added tax.

4. The Contractor reserves a right to change prices if from the day on which the Contractor submitted the offer until the day on which the Ordering Party placed the order or signed the agreement a period of more than 30 days or other period specified explicitly in the offer by the Contractor has passed. After the above-stated period, the price list, incl. the individual price list or offer, ceases to apply to the Parties.
5. The Ordering Party authorizes the Contractor to issue VAT invoices by electronic means and send them to e-mail addresses of reference persons on the Ordering Party's part or to the general contact e-mail address of the Ordering Party, in particular the one published on the Ordering Party's website.
6. If not explicitly specified otherwise, the Contractor shall provide the Ordering Party with a VAT invoice within 7 days after the delivery or completion of Works. In the VAT invoice, the Contractor shall give the payment deadline (due date) and form of payment as per the offer, price list, order or agreement, and in case there is no payment deadline in the offer, price list or agreement, it is assumed that the Ordering Party is obligated to pay the price specified in the VAT invoice within 7 days after the receipt.
7. The Contractor is entitled to require payment of the remuneration in the amount, by the time and in the form specified in the agreement or VAT invoice. If the product is delivered in parts, the obligation to pay the remuneration arises successively, i.e. upon delivery or completion of every single part, unless the Parties have arranged otherwise in the Agreement.
8. If the Ordering Party is late with payment of the entire or partial price for the product delivered, which arises from at least one VAT invoice, including at least one installment (as for sale of goods in installments) or covered with at least one order, the Contractor shall have a right to make the liability immediately due and payable, as arises from all VAT invoices and/or all orders placed, including the ones whose due dates have not been exceeded yet. Additionally, in case the Ordering Party is late with payment of any VAT invoice, the Contractor is entitled to refuse to sell further goods or suspend further deliveries or production until the debt is repaid, not being held responsible for delay and other costs incurred on this account by the Ordering Party, without prejudice to other Contractor's rights specified by law, agreement or GTS.
9. Without prejudice to other Contractor's rights specified in the rules of law, agreement or GTS, if there is a justified reason to assume that the Ordering Party is likely to fail to pay the remuneration, the Contractor shall have a right to require the former – before Works are handed over and irrespective of the previously arranged payment deadline – to pay the entire remuneration or give a payment guarantee, in particular in the form of bank guarantee or insurance guarantee. Until the price of the good is paid in advance or until the Ordering Party has given the remuneration payment guarantee, the Contractor may feel free to refrain from handing over the Works to the Ordering Party; and such act shall not be considered as delay in performing the agreement by the Contractor, and the Ordering Party shall not be entitled to any claims on this account. § 3 para. 2 – 7 GTS shall apply accordingly.
10. With regard to the Ordering Party who places its first order, the Contractor reserves a right to demand testimonials which confirm the business reliability of the Ordering Party or require the Ordering Party to prepay the remuneration for the Works ordered.
11. The Contractor is entitled to require the Ordering Party to make an advanced payment, or prepayment or other performance guarantee, particularly the Contractor may require the Ordering Party to issue and submit a blank bill of exchange together with a blank bill of exchange agreement or give the agreement a certified date.
12. For orders fulfilled with a prepayment or advanced payment, the Contractor shall accept the order for fulfillment after the payment of amounts due has been made into the Contractor's bank account.
13. The payment date shall be deemed the day on which cash has been deposited into the Contractor's bank account. In case the payment is not timely, the Ordering Party undertakes to pay arranged interest rates, and in case of lack of arrangements in this respect, the Contractor shall receive interest rates for delay in the maximum amount permitted by the law of Poland (pursuant to art. 481§ 2¹ of the civil code) and return of all costs related to debt collection.
14. The Ordering Party may not set off any debts in relation to the Contractor (regardless of their nature, legal basis or title) with Contractor's debts in relation to the Ordering Party on any account. In particular the Ordering Party is not entitled to offset receivables against liabilities of the Contractor on accounts of the remuneration for completion of Works or Additional Works.

15. If the Ordering Party lodges a complaint, it does not suspend payment deadlines and due date of the Contractor's debts and does not justify suspension of any payments by the Ordering Party.
16. When delivered, the Works remain the property of the Contractor until the Ordering Party has settled all accounts for the Works. The risk of accidental loss or damage to the Works is transferred to the Ordering Party in accordance with INCOTERMS arranged for the Works in the order or agreement; if the agreement (order) covers the delivery and assembly; the risk of accidental loss or damage to the goods is transferred to the Ordering Party upon delivery to the assembly place. The Ordering Party is obligated to store Works at its own cost and insure them against customary risks, especially against fire, water and theft.
17. If on the basis of the point 17 above the Contractor has the Works ownership right, upon commencement of the bankruptcy proceeding or restructuring proceeding in relation to the Ordering Party, it is obligated to designate Works in the way that demonstrates reservation of ownership right to the benefit of the Contractor. In case of seizure of the Works being the property of the Contractor during the execution proceedings intended for the Ordering Party's property, it is obligated to immediately inform the Contractor about this.
18. The Contractor informs that it acts as a large entrepreneur pursuant to the act dated 8 March 2013 on counteracting undue delays in trade transactions.

§ 7

QUALITY GUARANTEE AND WARRANTY FOR DEFECTS

1. The Contractor shall provide the Ordering Party with a quality guarantee for the Works in the period specified in the order or agreement, and in case this period is not specified in the agreement or order – for 12 months.
2. The Contractor's responsibility on accounts of warranty or guarantee covers only the defects of Works performed by the Contractor. The Contractor is not held responsible for defects, damage and failures arising from reasons attributable to the Ordering Party or third parties, for which the Contractor is not responsible for and normal wear of Works; in particular the Contractor is not held responsible for damage, defects, failures, irregularities and early wear of the Works, including the following:
 - a. arising when the Ordering Party unloads or relocates the Works,
 - b. caused by wrong storage or use, in particular at variance with intended use of the Works, their properties or operating manual, instructions on use, maintenance and similar guidelines,
 - c. arising from mechanical damage, chemical damage, etc.,
 - d. caused by wrong maintenance or cleaning,
 - e. caused by wrong assembly, including the one at variance with assembly instructions – when the product was ordered without further assembly,
 - f. being the result of maintenance, repairs, modifications, assembly or other modifications or structural changes by persons other than the Contractor or persons authorized by the Contractor,
 - g. caused by reasons beyond the Parties' control, in particular force majeure or atmospheric phenomena,
 - h. after connecting Works to other items, excluding situations in which assembly or connection is made by the Contractor.
3. The Ordering Party is obligated to immediately check the Works for potential defects. Any noticeable transport damage and missing items must be reported by the Ordering Party to the driver or employee of the Contractor who hands the Works over during a quantity takeover, as well as draw up a damage/efficiency report and then inform the Contractor about it in writing and document identified damage on the basis of available image recording techniques.
4. Any complaints concerning damage in transport or quantity deficiencies shall be considered only when the Contractor has been provided with a damage report signed by the driver/forwarder/carrier/Contractor's employee and after placing information on damage on delivery proofs and after sending photographs of damaged goods.
5. Any complaints concerning damage in transport and quantity deficiencies and filed at variance with the terms stipulated in the para. 3 and 4 above as well as later than within 3 days after the delivery shall not be considered by the Contractor; this being the case the Ordering Party loses rights arising from the guarantee and warranty with regard to transport damage and missing items.
6. In case of detection of damage or defects in the delivery, subject to loss of rights from the guarantee or warranty, the Ordering Party is obligated to immediately – not later than within 3 days after detection of defect and in the case specified in the para. 3-5 above – within 3 days after the delivery, send the complaint form to the Contractor in writing or via e-mail to the address: reklamacie@res.rh.pl or guarantee@res.rh.pl. In the complaint, the Ordering

Party is obligated to enter the following: type of goods, quantity of goods, order number, delivery date, cause of complaint and relevant documentation or other proofs confirming the defect. If the Ordering Party fails to meet deadlines or complaint terms specified in GTS, it causes the complaint not to be considered by the Contractor, and the Ordering Party shall not be entitled to any complaints on this account.

7. The Ordering Party is obligated to secure the defective good at its own cost in order to let the Contractor conduct further inspection – determine causes of defects.
8. If there is no information about whether the complaint is considered, it must not be treated as tacit acknowledgment by the Contractor.
9. If the complaint is found justified, the Contractor shall repair the defective product, deliver a new defect-free product or reduce the price of the product – as per the Contractor's choice. The Contractor shall have a right to refuse to eliminate defects or deliver the defect-free product if this is related to disproportionately high costs.
10. The Contractor shall initiate removal of defects by the time arranged by the Parties. Any arranged deadlines for repairs or delivery of defect-free goods are approximate deadlines. The Ordering Party shall not be entitled to any claims against the Contractor with regard to missed deadlines.
11. The Contractor's liability on accounts of defects does not cover return of costs of assembly, disassembly, transportation of products and other expenses, damage and lost benefits on the Ordering Party's part.
12. The above-stated responsibility of the Contractor on accounts of warranty for defects and on accounts of quality guarantee arises only in case of payment for the goods covered by the complaint notification. The Contractor has a right to refrain from satisfying claims on accounts of complaint until the Ordering Party has settled all accounts due in relation to the Contractor.
13. Pursuant to the art. 558 of the civil code, the Parties exclude the application of rules of the civil code concerning the warranty for defects. In this respect the parties are only bound by the provisions of these GTS.
14. The Contractor shall be released from all obligations when for reasons beyond its control and in particular due to force majeure, actions or negligence of the Ordering Party or third parties (e.g. suppliers of materials, water, gas or electric energy) and all other events which the Contractor had no impact on (e.g. failure of power lines, gas pipes, water pipes), production of goods or delivery of goods are impossible or highly difficult. The Contractor undertakes to notify the Ordering Party immediately after learning about the cause which prevents performance of the agreement.
15. The Ordering Party shall not have a right to refuse to take over the Works and provide remuneration to the Contractor if the Works are free from Major Defects. If the Works are dividable and Major Defects apply to some Works only, the Ordering Party may refuse to take over the works only in part in which they are covered by the Major Defect. If the Major Defect can be eliminated, the Parties shall arrange the Major Defect removal date, taking into account the gravity and type of Major Defect, and the Ordering Party shall not have a right to withdraw from the Agreement only because the Works have a Major Defect. The Contractor may refuse to eliminate the Defect if it entails disproportionately high costs – this being the case the Ordering Party shall not be entitled to introduce a replacement contractor, yet if the Major Defect actually prevents safe use of the Works, the Ordering Party shall be entitled to withdraw from the Agreement to the extent which applies to Works covered by the aforesaid Major Defects. If the Major Defect lowers only the value of Works, the Ordering Party shall be entitled to reduce the Contractor's remuneration adequately to the lowered value of Works due to the Major Defect, and this shall apply to situations in which the Contractor refuses to eliminate the Major Defect or the Major Defect cannot be eliminated.

§ 8

LIABILITY FOR FAILURE TO PERFORM OR IMPROPER PERFORMANCE OF THE AGREEMENT

1. The Contractor answer towards the Ordering Party for proper and timely completion of the Works and Additional Works on the terms specified in the commonly applicable regulations and Agreement.
2. If the agreement or any of the documents forming the contractual relationship imposes on the Contractor an obligation to pay contractual penalties to the benefit of the Ordering Party, Contractor's liability on this account is limited to the value of 10% of the Contractor's net remuneration specified in the agreement, and this applies both to the maximum value of particular penalties and their total amount.
3. The liability for damages of the Contractor (incl. value of all penalties and potential supplementary compensations and other Ordering Party's claims) in relation to the Ordering Party is limited to the value of 50% of the Contractor's net remuneration specified in the agreement. The Contractor's liability does not cover lost benefits, indirect and potential damage, and is limited to damage

caused directly by the Contractor, and actually suffered by the Ordering Party and properly documented.

4. Regardless of the rights applicable to the Contractor on the basis of commonly applicable rules or other provisions of GTS or Agreement, in case of:
 - 1) violation by the Ordering Party of major provisions of the agreement, its attachments and GTS or,
 - 2) suspension by the Ordering Party or Client of performance of Works for the period exceeding 30 days,the Contractor shall be entitled, as per its liking, after prior designation of additional period of not more than 7 days for abandonment or removal of effects of violations, to withdraw from the agreement or terminate it with immediate effect, entirely or partly. The Contractor may exercise a right of withdrawal referred to in the preceding clause within 90 days after the period referred to in the preceding clause expires. Should the Contractor exercise the right to withdraw from the Agreement in part, the Contractor is entitled to receive Remuneration for the part of Works or Additional Works which has been completed and to return costs incurred due to preparation of the Works with regard to which withdrawal was exercised.
5. If the Contractor exercises the right to withdraw from the agreement on any account, the Contractor is entitled to require the Ordering Party to pay the contractual penalty in the amount of 10% of the net remuneration specified in the agreement.
6. When the value of damage suffered by the Contractor due to the Ordering Party's actions exceeds the value of reserved contractual penalties, the Contractor shall have a right to pursue supplementary compensation from the Ordering Party on general terms. This provision shall apply to any penalties which may be imposed on the Ordering Party by the Contractor.
7. Without prejudice to other rights of the Contractor, the Contractor is entitled to deduct contractual penalties, compensations or other claims of similar nature from any claims of the Ordering Party in relation to the Contractor, as arises from the Agreement or other contract by and between the Parties, which the Ordering Party approves.
8. The Ordering Party shall not be entitled in relation to the Contractor to any further claims arising from the rules of the civil code or claims based on other grounds, aside from claims specified in these GTS.

§ 9

FORCE MAJEURE

1. If any Party fails to perform any of its obligations arising from this agreement, it shall not mean violation of its provisions, provided such inability arose from the event in the form of force majeure, provided the Party affected by the event undertook all available preventive measures, exercised due diligence and implemented all possible replacement means aimed at meeting the terms and provisions of the Agreement.
3. Emergence of the force majeure suspends performance of obligations arising from this agreement for the term of the force majeure, yet does not relieve the Parties from the obligation to perform other provisions of the agreement, unless the emergence of force majeure led to inability to perform them. The period in which the Party – according to this agreement – was supposed to fulfill contractual obligations is extended to include the period in which as a result of the force majeure the Party was unable to perform its obligations.
4. The Party affected by the force majeure in terms of performance of the Agreement shall immediately inform another Party of the nature of the force majeure and anticipated duration of this force majeure, as well as of disappearance of the force majeure together with presentation of relevant proofs.

§ 10

CONFIDENTIALITY

1. The Parties undertake to keep secret all confidential information and materials, and use them for the purposes related to performance of the Agreement only, and not to disclose them to third parties without prior written approval of the other party, otherwise it shall be deemed invalid.
2. The confidential information and materials are all information or materials provided by one Party to the other Party during the term or due to performance of this Agreement, irrespective of the way and form of provision, as long as such information is not commonly known or obligation to disclose them does not arise from the commonly applicable rules of law or if they are provided upon request of a common court or other relevant statutory authorities, or for the purposes of court or administrative proceedings.
3. Disclosure of the content of this agreement and information concerning its performance to legal advisers or financial advisers of the Parties shall not be considered as violation of the confidentiality clause provided these entities are obligated to keep the information secret.
4. The Parties undertake to keep the aforesaid rules of confidentiality secret also when this Agreement expires or is terminated for an indefinite period of time, not shorter than 10 years.

§ 11

COPYRIGHTS

1. Unless the Agreement specifies otherwise, the copyrights to any Works are not transferred to the Ordering Party and apply to the Contractor. If it is necessary for the purposes of the project to use the documents or other Works of the Contractor, it is assumed that the Contractor remains the entity who the copyrights or other intellectual or industrial property rights to these Works apply, and the Ordering Party is granted an authorization to use the aforesaid Works only for the purposes and to the extent required under performance of the agreement, performance of works for the Client and for the period required for proper performance of the project.
2. The Ordering Party shall not have a right to use trademarks, logo or other similar marking of the Contractor without its explicit consent.

§ 12

CORRESPONDENCE

1. Any declarations or demands for fault specified in the agreement shall be deemed invalid unless made in writing and signed by persons authorized to represent the Parties.
2. Any correspondence shall be sent to the addresses listed in the heading of the Contract Agreement. Any changes to the address or other data require written notification of the other Party. The change to the data shall be effective upon receiving the aforesaid notification.
3. The correspondence sent to the address arranged in accordance with the provisions of the para.2, not taken by the other Party, shall be deemed delivered as of the working day that follows the date of postmark/advice note.
4. Any informative correspondence may be sent by electronic means to the e-mail addresses of the Ordering Party and Contractor specified in the Contract Agreement and Special Terms of the Agreement. The persons authorized by the Parties to keep electronic correspondence are listed in the Contract Agreement and Special Terms of the Agreement. Any change to e-mail address or persons authorized to keep electronic correspondence shall be based on the unilateral written declaration of the Party who makes the above-stated change and does not require changes to the Agreement.

§ 13

FINAL PROVISIONS

1. The Ordering Party must not transfer duties, liabilities or other rights arising from the Agreement into third parties unless the Contractor has given its prior written consent, otherwise it shall be deemed invalid.
2. The Parties mutually arrange that in case any of the provisions of the Agreement or its part proves to be invalid, for any reason, or unfeasible, it shall not affect the validity of the remaining part of the Agreement. This being the case the Parties undertake to take any legally permissible steps in order to manage their rights and mutual interest so that the purposes stipulated in the Agreement could be fulfilled in other way, legal and feasible.
3. If either Party fails to exercise or fulfill any right or claim due on the basis of the Agreement, it shall not mean it waives such or any other right or claim.
4. The Agreement is the only arrangement of the Parties that concerns its subject and replaces any previous agreements, arrangements or obligations of the Parties concluded or awarded before signing the Agreement. For this reason any previous arrangements made and documented by the Parties which regulate other terms of performance of Works and mutual obligations of the Parties when compared to the Agreement become invalid.
5. The Agreement is governed by the law of Poland and must be interpreted accordingly.
6. To all matters not settled herein, the provisions of the act dated 23 April 1964 – Civil code (Journal of Laws of 1964.16.93 as amended) and other relevant applicable rules of Polish law shall apply.
7. Potential open disputes shall be resolved by the common court having its jurisdiction over the Contractor's head office.