

## GENERAL TERMS AND CONDITIONS OF SALE OF PRODUCTS

### 1. DEFINITIONS

For the purposes of these General Terms and Conditions of Sale, the following terms shall have the following meaning:

<b>Buyer</b>	means an entrepreneur that is a legal person or unincorporated unit, which placed an Order for the Products with the Seller;
<b>Order Confirmation</b>	means a declaration made by the Seller to the Buyer under which the Seller accepts an Order and which summarises material terms and conditions of the Order, including the Product description, quantity, quantity tolerance, delivery date, price, and other material arrangements of the Parties, particularly any departures from these GTC;
<b>GTC</b>	means the General Terms and Conditions of Sale in force on the day an Order is accepted by the Seller;
<b>Products</b>	means steel products produced by the Seller and services provided by the Seller;
<b>Seller</b>	means Celsa Huta Ostrowiec sp. z o.o. with its registered office in Ostrowiec Świętokrzyski, address: ul. Samsonowicza 2, PL 27-400 Ostrowiec Świętokrzyski, Poland (European Union), entered in the business register of the Polish Court Register kept by the District Court in Kielce, 10 <sup>th</sup> Commercial Division, under number 0000123124, NIP [tax identification number] 5272312319, share capital PLN 229,118,350;
<b>Parties</b>	means the Seller and the Buyer collectively;
<b>Party</b>	means the Seller or the Buyer;
<b>Contract</b>	means a contract concluded between the Buyer and the Seller in accordance with sec. 2.2 hereof;
<b>Order</b>	means the Buyer's declaration of the intent to execute a contract made to the Seller and including key terms and conditions of the contract, including its subject-matter (type, quantity and description of Products) and the price; an order that does not include a price shall be deemed to be the Buyer's acceptance of a price set forth in the Order Confirmation.

### 2. APPLICATION OF GTC

2.1 These GTC shall apply to all Orders placed by the Buyer. If the Buyer places an Order, this shall be tantamount to the confirmation that the Buyer knows and accepts the contents of the GTC. In any case, these GTC in their version valid as at the date an Order Confirmation is submitted shall apply to the Order.

2.2 The GTC are published on the Seller's website at: [http://forge.celsaho.com/Resources/Files/CelsaSalesAndConditions\(EN\).pdf](http://forge.celsaho.com/Resources/Files/CelsaSalesAndConditions(EN).pdf) and along with an Order and Order Confirmation shall constitute a Contract concluded between the Seller and the Buyer. A Contract shall be concluded by the Seller accepting an Order when the Order Confirmation is delivered to the Buyer. Each accepted Order shall constitute an entire and separate Contract to which these GTC shall apply.

- 2.3 The Seller shall notify the Buyer about amendment to or termination of the GTC, attaching the amended GTC or information about GTC termination to the first Order Confirmation transferred to the Buyer after the GTC amendment date or the GTC termination date.
- 2.4 The use of any forms of contracts, rules, and general terms and conditions of contracts other than these GTC, including forms of contracts, rules, and general terms and conditions of contracts of the Buyer, shall be excluded, unless otherwise agreed in writing.
- 2.5 In the case of any discrepancies between the GTC and the terms and conditions set forth in an Offer or an Order Confirmation, the terms and conditions set forth in the Order Confirmation shall prevail.
- 2.6 Any matters not provided for in the GTC shall be governed by the Polish Civil Code and other provisions of Polish law, and also the provisions of INCOTERMS 2010. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply to international contracts for the sale of goods.
- 2.7 Subject to other more detailed provisions of the GTC, if the Buyer materially defaults on its obligations, the Seller shall be entitled to stop fulfilling a Contract until these obligations are duly performed, which shall be without prejudice to the Seller's further rights arising from generally applicable law. In such case, the Seller's liability for the delay in fulfilling the Order and consequences of such delay shall be excluded.
- 2.8 The Buyer represents that:
- (i) it is an entrepreneur and it is not a natural person so the provisions of law concerning personal data processing do not apply thereto,
  - (ii) it purchases the Products within the scope of its business activity and for the purposes of this activity.

### **3. OFFERS**

- 3.1 Offers submitted by the Seller are not binding and are not offers as defined in article 66 et seq. of the Civil Code, but are merely proposals to conclude a contract and Product information. In the event of the Seller making such proposal to the Buyer, an Agreement will be concluded as a result of the Buyer placing an Order and the Order being accepted by the Seller in accordance with sec. 2.2 above.
- 3.2 Information included in catalogues, brochures, presentations and other advertising and information materials of the Seller shall not be offers within the meaning of the Polish Civil Code, and technical information included in them shall be indicative only.

### **4. DESCRIPTION OF PRODUCTS**

- 4.1 The Seller shall manufacture and sell the Products in accordance with their description provided by the Buyer, and in such units as set forth in an Order, subject to arrangements included in the Order Confirmation (pieces, length, weight, etc.).
- 4.2 The Buyer shall describe a Product in an Order so that the quality, quantity and technical data of the Product meet the Buyer's expectations. The Seller shall not be obliged to verify the

Product description received from the Buyer, including drawings and technical specifications, and shall not be liable for the Product being suitable for the purposes intended by the Buyer. The Seller does not warrant and guarantee that the Products are suitable for use for the purposes for which similar products are usually used, or for any other purposes intended by the Buyer and it is not liable for their being designed incorrectly by the Buyer. The intended use of Products set forth in an Order is given for information purposes only. The Seller will verify description of the Product received from the Buyer, including drawings and technical specifications, only and exclusively to the extent necessary to make sure that the data provided by the Buyer are sufficient for the purposes of manufacturing the Product.

- 4.3 The Products shall comply with the contents of the Order and meet general specifications of the Seller or specifications agreed with the Buyer and indicated in the Order Confirmation, and in the absence of such specifications or agreements – internal standards of the Seller, commonly accepted technical standards and/or other standards as the Seller deems to be suitable and appropriate.
- 4.4 The final weight of the Products shall be determined based on the actual weight of the Products established by means of the Seller's scales at the time Products are loaded on a means of transport. The amount of the price for the Products on an invoice shall correspond to the actual weight of the Products. The Products shall be weighed by means of scales for which a valid certificate or approval is held.
- 4.5 The Seller shall deliver to the Buyer, along with an invoice or delivery of Products, documents agreed with the Buyer or required by mandatory laws, including a non-conformance report (NCR), if any non-conformance occurs.

## **5. FORM OF ORDERS AND COMMUNICATIONS**

- 5.1 Orders and Order Confirmations shall be made and placed in writing and sent by electronic mail, facsimile or post. Electronic documents shall be sent in formats preventing their edition. The above documents may also bear a secure electronic signature verifiable using a valid qualified certificate or a qualified electronic signature.
- 5.2 Any communications related to performing the Contract may be sent in writing or in electronic form (by electronic mail) by persons who are authorised representatives of the Parties or are indicated as contact persons in an Order or Order Confirmation to the numbers or addresses of the Parties' representatives given in these documents.
- 5.3 For the avoidance of doubt, the Parties confirm that all declarations shall be deemed made (delivered) at the time when they reached the representative of the other Party so that he or she could read them. Declarations in electronic form shall be deemed to be made at the time when they are introduced to the means of electronic communication in such a manner that the other Party could have read them, provided that the sender of an email did not immediately receive feedback from servers involved in the message delivery process that the message was not or could not be delivered.

## 6. ORDERS

6.1 Every Order placed with the Seller shall include:

- (i) the Buyer's data (business name, registered office, number of entry in a relevant register, tax identification number / VAT number),
- (ii) a detailed description of the Products ordered, enabling the Seller to identify them or to value their production cost, including particularly drawings or diagrams, the quality requirements and technical specifications, including requirements for materials,
- (iii) the exact quantity of the Product ordered,
- (iv) the time in which the Buyer expects the Order to be fulfilled and other terms and conditions of its fulfilment,
- (v) information whether the Products will be used for air transport, military and/or nuclear purposes and/or if the Products will be delivered to the states to which any embargos or trade limitations apply.

6.2 Orders and declarations on change or intended change of Orders shall be signed by authorised representatives of the Buyer, as disclosed in relevant registers or as indicated in powers of attorney. If an Order is signed by any other persons, a relevant power of attorney shall be attached to the Order. In the absence of such power of attorney, the Seller shall be authorised to require that the power of attorney is delivered and in case the Buyer fails to deliver it within the deadline specified by the Seller – to reject the Order or change of Order.

6.3 Immediately, but not later than within 14 days, after having received an Order, the Seller shall inform the Buyer about any reservations the Seller may have about the contents of the Order or the necessity to supplement the Order, including about technical specifications of Products. The Seller and the Buyer shall determine and negotiate the terms and conditions of the Order in good faith. If the Seller does not respond to an Order received, this does not mean that it is accepted.

6.4 After any additional arrangements are made concerning the contents of an Order, the Order shall become binding on the Parties at the time when the Order Confirmation is delivered to the Buyer, and on the terms and conditions set forth in such confirmation. If the Order Confirmation is not delivered within 14 days of the Order contents having been established, this means that the Order has not been accepted by the Seller, unless otherwise agreed in writing.

6.5 If the Buyer does not make any objections to the received Order Confirmation within 3 days of receipt of the Order Confirmation, this shall constitute the Buyer's acceptance of the Order Confirmation on the terms and conditions provided therein.

6.6 Even if the Seller has accepted the Order and sent an Order Confirmation to the Buyer, if:

- (i) the total amount of the Buyer's liabilities towards the Seller exceeds a limit fixed by the Seller for the Buyer,
- (ii) the Buyer has not provided security interests agreed by the Parties to the Seller, in particular has not paid a prepayment,

- (iii) the Buyer has not made the required payment for produced Products covered by any previous Orders,
- (iv) the Seller has doubts about the Buyer's creditworthiness,
- (v) the Seller has reasons to assume that the Buyer is or will become insolvent,
- (vi) the Buyer's ownership changes,
- (vii) the Seller has doubts whether the Buyer holds intellectual property rights in documents transferred to the Seller in connection with the fulfilment of the Order, including in drawings, sketches, calculations, models, designs and technical specifications describing the Products ordered,

the Seller shall summon the Buyer to agree upon additional security interests and / or other remedies. If no such security interests and / or remedies are agreed within 14 days of receipt of the summons by the Buyer, the Seller is authorised to cancel the Order within 14 days of lapse of the above deadline. In such case sec. 7.2 below shall apply accordingly.

- 6.7 In case any of the circumstances referred to in sec. 6.6 above occurs or is identified, the Seller shall also be authorised to withhold fulfilling the Contract. The performance of the Contract shall be resumed after additional security interests and / or other remedies are agreed by the Parties, and the time when the Contract performance is stopped shall not be included in the time to fulfil it arising from the Order Confirmation. In such case, the Seller's liability for the delay in performing the Contract and consequences of such delay is excluded.
- 6.8 Even if the Seller has accepted an Order and sent an Order Confirmation to the Buyer, if the Products are going to be used for air transport, military and/or nuclear purposes and/or if the Products are going to be delivered to the states to which any embargos or trade limitations apply, the Seller is authorised to cancel the Order within 14 days of the Order Confirmation being sent to the Buyer. If any of the above circumstances occurs or is discovered after the lapse of the above 14-day deadline, the Seller is authorised to cancel the Order within 14 days of the occurrence or discovery of a given circumstance. In either case, sec. 7.2 below shall apply accordingly.

## **7. ORDER CHANGE OR CANCELLATION**

- 7.1 An order that has been accepted or which the Seller has already started fulfilling may only be changed or cancelled (annulled) upon the Seller's written consent.
- 7.2 In case the Order is cancelled, the Buyer shall pay or reimburse the Seller for any costs incurred by the Seller in connection with the Order fulfilment plus 15% of the price for the Products covered with the Order. If the Seller consents to the Order cancellation, an invoice covering amounts referred to in preceding sentence will be issued by the Seller within 7 days after receiving the Buyer's statement on Order cancellation and will be payable within 14 days.
- 7.3 If the Seller receives the Buyer's declaration about a change or intended change of an Order, the Seller shall immediately notify the Buyer whether the changed Order can be fulfilled and specify to the Buyer the time when the changed Order will be fulfilled, the changed price for the

Products, and any other terms and conditions of fulfilling the Order, if they are changed, and shall withhold fulfilling the Order until the changed terms and conditions of the Order are agreed. In such case, the Seller's liability for the delay in fulfilling the Order and consequences of such delay is excluded. The Parties will negotiate in good faith the terms of changing the Order. If the Parties are unable to reach agreement within 15 days of the Seller sending the Buyer amended Order performance terms and conditions, such amended Order performance terms and conditions will be deemed accepted.

- 7.4 Transfer of rights and obligations arising from an Order by the Buyer to a third party requires prior written consent of the Seller, and if required by the Seller, the third party has to pay an advance or create security interests required under the Order.
- 7.5 The Seller's liability shall be excluded if the Seller is not able to fulfil an Order in part or in whole for reasons beyond the Seller's control, which could not be predicted at the time of accepting the Order.
- 7.6 The Seller has the right to entrust the fulfilment of any part of the Order to its subcontractor or subcontractors.

## **8. NEW BUYERS AND CHANGES OF BUYER'S DATA**

- 8.1 When a Buyer places its first Order, the Seller shall be entitled to require the Buyer to provide the following documents or their certified copies:
- (i) certificate of entry in the register of sole traders, the Polish Court Register or any other relevant register,
  - (ii) articles of association or any other equivalent document,
  - (iii) certificate of NIP number or any other equivalent tax identification number or VAT number granted,
  - (iv) certificate of REGON number or any other statistical number granted (if applicable),
  - (v) document confirming the authority of persons who sign the Order to represent the Buyer, unless such authority arises from the documents listed in item (i) or (ii) above.
- 8.2 The Seller has the right to make performance of the Order conditional upon receipt of all or some of the documents referred to in sec. 8.1 above.

8.3 If the same Buyer places further Orders, the Buyer shall submit copies of the above documents to the Seller only if the legal and factual status arising from such documents has changed.

## **9. PRICE AND ITS CHANGE**

- 9.1 The price for the Products and the price calculation method shall be set forth in the Order and Order Confirmation. The price is a net price and VAT shall be added in accordance with applicable law.
- 9.2 After having accepted an Order and before having fulfilled it, the Seller may unilaterally increase the price for Products if extraordinary circumstances justifying such increase occur, including but not limited to an increase in production costs as a result of an increase in prices for raw materials, utilities (including electricity), taxes, and charges. A price cannot be increased by an

amount higher than that resulting from such circumstances. The Seller shall immediately notify the Buyer about the price increase and about the new amount of the price for the Products.

9.3 Unless agreed otherwise, any costs, charges (including bank charges), taxes, customs duties, etc. shall be borne by the Buyer. The Seller shall pay such amounts as it is required to pay under Polish generally applicable law.

## **10. PRICE PAYMENT TERMS**

10.1 Price payment terms shall be set forth in the Order Confirmation. If the price payment terms are not set forth in this document, the Buyer shall pay the price within the time and to the bank account set forth in the Seller's invoice. The Seller will issue the invoice no sooner than on the date on which the Products are ready for collection by the Buyer or shipment.

10.2 The Seller reserves the right to demand that the Buyer pay an advance or provide security for payment. If payment of the advance or provision of the security is delayed, the Seller reserves the right to stop performing the Contract until it receives the advance or security.

10.3 If partial payments of the price before the Products delivery date are stipulated, the Seller may stop performing the Contract until it receives the payment.

10.4 If the Seller has a reasonable doubt about the Buyer's financial status and ability to pay debts, the Seller may stop performing the Contract or stop Product delivery to the Buyer until the Buyer makes a payment or provides security.

10.5 In cases referred to in secs. 10.2-10.4 above, the deadline to perform the Contract shall be extended by the number of days for which Contract performance was halted and the Seller's liability for the delay in performing the Contract and consequences of such delay shall be excluded.

10.6 The Seller shall charge interest for late payment equal to statutory interest.

10.7 The Buyer cannot offset any amounts due in respect of the price for the Products against any other amounts due to the Buyer from the Seller.

10.8 If the Buyer makes any complaints about the quantity or quality, the time to pay amounts due to the Seller shall not stop running.

10.9 The Seller shall retain title to the Products until the price is paid in full even where the Products have been altered or combined with things owned by the Buyer or third parties. In that case, the Seller shall have a share in co-ownership, pro rata to the share of the value of the Products in the value of the altered thing or the thing the Products have been combined with. In any case, the risk of damage or loss of the Products shall pass to the Buyer at the moment of delivery of the Products to the Buyer or at the moment of informing the Buyer that the Products are ready to be collected, whichever is applicable.

10.10 The Seller may assign its receivables from the Buyer to a third party without the Buyer's consent, including as part of factoring.

## **11. DELIVERY TERMS**

- 11.1 Unless the Order Confirmation provides otherwise, the delivery of the Products shall be made EXW warehouse at the place specified in the Seller's Order Confirmation, in accordance with Incoterms 2010. The Seller shall have the right to deliver the Products by instalments. Neither the Buyer nor its representative or agent shall have the right to reject the partial or delayed delivery or to withhold payment of invoices in whole or in part in such case.
- 11.2 If the Order Confirmation provides for delivery terms other than EXW or FCA (Incoterms 2010), the Seller shall deliver the Product in a safe way adequate for a given type of transport and type of Products.
- 11.3 Detailed conditions of maintenance, packing, and transport of Products are included in the Order Confirmation. The Seller is obliged to pack the Products in a scope exceeding packaging for transport purposes only if this obligation arises from the Contract. In no case is the Seller obliged to collect Product packaging or packaging waste from the Buyer.
- 11.4 If the Order Confirmation provides for EXW or FCA delivery terms (Incoterms 2010), the Buyer shall ensure that the Products are collected at the time set forth in the Order Confirmation or at such other time as set forth by the Seller. If the collection is delayed for reasons within the Buyer's control and such delay exceeds 7 days, the Buyer shall:
- (i) reimburse the Seller for all costs borne by the Seller and related to delay in the collection of or refusal to collect the Products (e.g. costs of storage, demurrage), or
  - (ii) pay a contractual penalty of 0.1% of the gross price for the Products for each day of the delay to the Seller,
- depending on which of such amounts is higher, within 14 days of the receipt of a payment demand.
- 11.5 In the event of delay in the collection of or refusal to collect the Products for reasons beyond the Seller's control and in the case referred to in sec. 11.4 above, the Contract shall be deemed to have been duly performed at the Products collection or delivery time set forth by the Seller. In case the Products are stored by the Seller in the Seller's warehouse or at the Seller's facility as a result of the Buyer's delay in collecting the Products or at the Buyer's request, the risks related to the Products shall pass to the Buyer at the date set forth by the Seller in the Contract as the collection or delivery date. Upon the Seller's request, the Buyer shall provide the Seller with an insurance policy covering all risks related to the Products for the entire period of storing the Products by the Seller.
- 11.6 If the Order Confirmation provides that delivery will be made on a DAP (Incoterms 2010) basis, the Buyer warrants to the Seller that the delivery of the Products to the agreed place of delivery is possible, and in particular that access roads to such place are designed to carry cargoes such as the Products, including that they have appropriate axle load bearing capacity. The Buyer shall be liable for delivery of the Products to the agreed place being impossible or impeded and shall pay costs, if any, incurred by the Seller as a result of such impossibility or impediments.



## **12. DEFECTS OF PRODUCTS**

- 12.1 The Buyer shall confirm that the quantity and quality of the Products conform with the Order and the Order Confirmation at the time when the Products are delivered to the agreed place of delivery. Where the Products are delivered on any terms other than EXW, FCA, and CPT (Incoterms 2010), if any shortage or damage in transit is found, the Buyer shall draw up a report in the presence of the carrier and deliver it to the Seller within 7 days. If no complaints concerning quantity are made within such time, the Seller's liability for the non-conformity of the quantity of the Products with the Contract shall be excluded.
- 12.2 Quality complaints should be made immediately after the Products are collected, within 7 days of the discovery or disclosure of a defect but no later than three months of their delivery to the Buyer, or otherwise the Seller's liability for conformity of the Products quality with the Contract shall be excluded, unless any quality nonconformity could be seen or discovered when the Products were being collected.
- 12.3 Along with making a complaint about the quantity or quality, the Buyer shall provide documentation of the defects found, including their description, photographs, samples etc. to the Seller. During the complaint procedure, the Products covered by a quality complaint should be stored separately and made available to the Seller for inspection and testing.
- 12.4 If only some Products or only part of Products have quality defects, the Buyer's right to make a quality complaint shall be limited only to defective Products.
- 12.5 If a complaint about quantity is admitted, the Seller shall, as it sees fit and as it elects, deliver the missing quantity of Products to the Buyer or lower the amount due for the Products arising from the Order proportionally in accordance with the Contract.
- 12.6 If a complaint about quality is admitted, the Seller shall, as it sees fit, replace the Products with defect-free ones or take such steps as the Seller deems necessary to bring the Products into a condition where they conform to the Order and Order Confirmation. The Products shall be replaced within time including the time necessary to produce analogous Products. If defect-free Products are not delivered within such time, the Buyer shall be entitled to rescind that part of the Contract concerning the defective Products, unless the Seller reduces the price pro rata to the value of the defective Products upon the Buyer's request. The Buyer is precluded from contracting a third party to remove defects (substitute performance). Such contracting shall lead to loss of the guarantee for the Products involved in the substitute performance.
- 12.7 The performance of any of the options referred to in sec. 12.5 or sec. 12.6 above shall constitute an entire discharge of the Seller's liability under this sec. 12 and shall release the Seller from the responsibility for given defect.
- 12.8 The Seller's liability under sec. 12.1 - 12.7 above shall be conditional upon:
- (i) the Buyer allowing the Seller a reasonable opportunity to inspect the Products, if so requested by the Seller, returning allegedly defective Products to the Seller for inspection; the return costs shall be borne by the Buyer, and the Seller shall reimburse them if the complaint is found reasonable;

- (ii) no repairs or alterations having been made to the Products without the prior written approval of the Seller;
- (iii) the Products having been properly stored;
- (iv) the Products having been fit for the purpose for which they were used.

12.9 The Seller's liability under implied warranty for defects shall be excluded.

12.10 The Seller's liability for defects or faults of the Products resulting from reasons beyond the Seller's control, particularly for defects and faults resulting from incorrect further processing, further manufacturing on responsibility of the Buyer, his customers or subcontractors, incorrect operation and lack of maintenance or improper maintenance of the Products, shall be excluded.

12.11 The Seller's liability for non-conformance of any Products with an Order and an Order Confirmation or any other specifications, agreements and standards referred to in sec. 4.3 above shall be excluded, if such non-conformance has been described in a non-conformance report (NCR) delivered to the Buyer along with the products, and the Buyer has collected the Products.

### **13. LIABILITY FOR DAMAGE**

13.1 Unless generally applicable mandatory laws provide otherwise, the Seller shall be liable for damage on terms described in these GTC.

13.2 The Seller's liability towards the Buyer shall be limited to the amount of the price for the Products actually paid by the Buyer.

13.3 The Seller shall not be liable for loss of profit, loss of good name, loss of market reputation, costs borne by the Buyer as a result of a breach of the GTC or terms and conditions of the Contract by the Seller (indirect damage), incidental damage and consequential damage. The Seller shall not be liable, either, for unforeseeable damage, including contractual penalties as well as other sanctions imposed on the Buyer by or vis-a-vis third parties.

13.4 The Seller shall be liable for a Product having specific features or being suitable for the purposes envisaged by the Buyer only where the Seller warranted it to the Buyer in writing that the Product has certain features or is suitable for certain purposes.

13.5 The Seller shall not be liable for damage caused by a Product or in connection with the possession or use of a Product except for bearing liability arising from mandatory law.

13.6 The foregoing limitations of liability shall not apply to damage done intentionally or as a result of gross negligence.

13.7 If third parties raise any claims related to a Product or products in the manufacture of which a Product was used against the Buyer, the Buyer shall immediately shall notify the Seller about such claims and enable the Seller to take part in all negotiations and proceedings related to such claims, or otherwise the Seller's liability shall be excluded.

#### **14. FORCE MAJEURE**

- 14.1 No Party shall be liable for non-performance or improper performance of its obligations due to a force majeure event that occurs after the date of the Contract.
- 14.2 Force majeure shall mean circumstances not caused by and beyond control of either Party, unforeseeable at the time when the Contract was concluded, which cannot be overcome without major difficulties and costs, and prevents or significantly impedes the fulfilment of the Parties' obligations arising from the Contract, including but not limited to extraordinary events related to natural catastrophes, recognised major industrial incidents in Seller facility, strikes (including general ones) and riots.
- 14.3 Each Party shall immediately notify the other Party that a force majeure event has occurred. The Contract performance time shall be extended by the duration of the force majeure event. If a force majeure event lasts longer than three months, either Party may rescind the Contract. In this case, the Seller is entitled to remuneration calculated and paid in accordance with sec. 7.2 above.

#### **15. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

- 15.1 The Buyer declares that it has all rights, including intellectual and industrial property rights, in all documents transferred to the Seller in connection with the Contract performance, including in drawings, sketches, calculations, models, designs and technical specifications describing the Products ordered. The Buyer represents that the production of the Products by the Seller in accordance with the documents provided by the Buyer and with the Contract shall not infringe third party rights, including intellectual property rights. If such third parties raise any claims against the Seller, the Buyer shall indemnify the Seller and hold it harmless against any liability towards such third parties.
- 15.2 The Seller shall retain title and copyrights to all documents, drawings etc. that the Seller provided to the Buyer in connection with filing the offer and / or in connection with the fulfilment of the Order. Such documents shall not be made accessible to any third party without the Seller's prior written consent.
- 15.3 If, in the course of or in connection with performing the Agreement, the Seller makes an invention for which protection can be granted in accordance with the Industrial Property Law of 30 June 2000 (Journal of Laws of 2003, no. 119, item 1117 as amended), the Seller shall retain all rights to such invention.

#### **16. SEVERABILITY**

- 16.1 If one or more provisions of the Contract, an Order, Order Confirmation or the GTC prove invalid or unenforceable, the remaining part of the Contract, the Order, the Order Confirmation or the GTC shall continue to be fully binding. The Parties shall immediately take efforts to replace the invalid terms or provisions with legal and enforceable ones. Such terms should be as close as possible to the previously agreed ones.

## **17. CONFIDENTIALITY**

17.1 Each Party agrees to keep confidential all technical, economic, and commercial information obtained in the course of negotiations between the Parties and when the Agreement is being performed and before it is concluded unless the obligation to disclose certain information to specific persons or institutions arises from mandatory law. The confidentiality obligation shall continue to apply for the period of 5 years of the Product supply date, unless information covered thereby becomes generally available or the Parties agree otherwise.

## **18. RESOLUTION OF DISPUTES**

18.1 If a dispute arises between the Parties in connection with the GTC or the Contract concluded between the Parties, the Parties shall first take reasonable steps to resolve such dispute amicably.

18.2 Any disputes arising during Contract performance or in connection with the Contract, which are not resolved amicably within 30 calendar days of the commencement of the dispute, shall be resolved under the Arbitration Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw in force on the date of commencement of the proceedings, by an arbitrator or arbitrators appointed in accordance with the said Rules.

18.3 The conclusion, interpretation of the Agreement and the GCS, as well as the indication of the rights and obligations of the Parties and the correct performance of the obligations of the Parties are subject only to the provisions of Polish law.

## **19. LANGUAGE VERSIONS**

These GTC are drawn up in two language versions: Polish and English. In the event of any discrepancies between the language versions, the Polish version shall prevail.