

ZPUE SA's GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES

(effective from 25 April 2018)

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Chapter 1: GENERAL PROVISIONS

These General Terms and Conditions of Purchase of Goods and/or Services by ZPUE SA shall apply to all the purchase orders for the Goods and/or Services placed by ZPUE SA with its registered office in Włoszczowa, address: ul. Jędrzejowska 79C (postal

code 29-100 Włoszczowa), incorporated by the District Court in Kielce, 10th Commercial Division of the National Court Register under number 0000052770, NIP (Taxpayer ID): 6561494014, share capital: PLN 12 362 008.83 (paid in full), hereinafter referred to as "ZPUE" and contracts for the purchase of Goods and/or Services concluded in writing, using the templates originating from ZPUE and which incorporate these ZPUE SA's General Terms and Conditions of Purchase of Goods and/or Services, as an integral part thereof.

Chapter 2: DEFINITIONS

2.1. Unless the Parties to the Contract agreed otherwise, the following words and expressions shall have the meanings ascribed to them in the following definitions:

"**Documentation**" shall mean any and all legally required approvals, certificates, control certificates, documentation specifying the repair and maintenance conditions, catalogues of applicable time standards for repairs and servicing, technical approvals, documents allowing the use of the offered Goods within a given country, technical and development documentation, user manuals, assembly instructions or documents other than the ones mentioned above (if required for a particular type of Goods/Services).

"**Supplier**" shall mean an entity from which ZPUE purchases Goods and/or Services and which is obliged to deliver the Goods and/or provide the Services in accordance with the Purchase Order.

"**Business Day**" shall mean a day from Monday to Friday, exclusive of public holidays in Poland.

"**Incoterms**" shall mean the commercial terms set forth in *Incoterms 2010*, as published by the International Chamber of Commerce (ICC) in Paris, and all subsequent versions thereof, effective as at the date of the Contract between the Parties.

"**Quotation**" shall mean a binding quotation from the Supplier, as defined by the applicable law, submitted to ZPUE in a written, documentary, or electronic form,

or through the Procurement Platform, if ZPUE should operate such a platform.

“Software” shall mean any software and applications developed by ZPUE based on the information or specifications provided by ZPUE or developed for ZPUE under the Contract, or any other software or applications intended for ZPUE or ordered by ZPUE under the Contract or as the Subject of the Contract as well as embedded and intended for use by any user of the Goods or necessary for the operation of the Goods, or delivered as an integral part of the Goods.

“Third Party” shall mean an entity that is not a Party to the Contract.

“GTCP” shall mean these General Terms and Conditions of Purchase of ZPUE S.A., which form an integral part of the Purchase Order and ZPUE’s Template Contract for Purchase of Goods and/Services.

“Technical Parameters” shall mean technical data, or technical parameters of the Subject of the Contract, within the scope of the Supplies, as specified in the Contract, Annexes and any other Documentation related to the Contract, which must be observed or complied with pursuant to the Contract, applicable law, or PN or EN standards.

„Subject of the Contract” or **“Delivery”** shall mean any and all Goods and/or Services as well as accompanying documentation, in any form or on any medium, including data, schemes, drawings, reports and specifications, tangible or intangible rights, software, including as required for functioning of the Goods, embedded in the Goods or delivered as an integral part thereof, which the Supplier is obliged to deliver to ZPUE under the Contract.

“Party” shall mean ZPUE or the Supplier.

“Goods” shall mean materials, raw materials, parts, prefabricated elements, devices, consumables and all other products and movables used in economic activities conducted by ZPUE, forming the Subject of the Contract.

“Contract” shall mean the Contract for the Supply of Goods and/or Provision of Services, concluded between ZPUE and the Supplier, under one of the procedures specified in Chapter 4 of the GTCP, an integral part of which shall be these GTCP.

“Service” shall mean a service provided by the Supplier under the Contract.

“Defect” shall mean, in particular, any legal or physical defect in the Subject of the Contract, failure to achieve the Technical Parameters, incompleteness of the Subject of the Contract, including the one that reduces usability, or partially or completely prevents or hinders in any way the use of the Subject of the Contract, as well as irregularity or non-compliance with the Contract of any deliverables provided by the Supplier under the Contract.

“Purchase Order” shall mean a purchase order placed by ZPUE with the Supplier in a written, electronic or documentary form, for the purchase of the Goods and/or Services.

2.2. Other terms have been defined in the GTCP and distinguished by capital letters. Such defined terms shall be interpreted throughout the GTCP in accordance with the context of the sentence in which they are defined.

2.3. Unless the context requires otherwise, the words and expressions used in the Contract, Purchase Order or the GTCP in the singular shall include their plural forms, while references to ZPUE and the Supplier shall include their legal successors and assigns.

2.4. Any references to legal provisions shall be treated as references to these provisions insofar as they apply at any given time, taking into account any amendments, extensions, uses or re-enactments thereof, and shall comprise all the subordinate provisions applicable at the time and created in accordance with these provisions.

2.5. Tables of contents and headings for each Chapter of the GTCP are used only for convenience and do not affect the interpretation, meaning or effect of the provisions contained herein. Also, these shall not affect the rights or obligations of the Parties.

Chapter 3: APPLICABILITY OF THE GTCP AND INTERACTION WITH OTHER CONTRACT TEMPLATES

3.1. These GTCP shall form a Contract Template, as referred to in Article 384 of the Civil Code.

3.2. ZPUE shall purchase the Goods and/or Services from the Supplier under the terms set out in these GTCP, unless the Parties agree otherwise.

3.3. These GTCP shall form an integral part of the Contract and the Purchase Order, as an annex thereto. Where the GTCP have not been attached to the Contract or the Purchase Order and are referred to in the Contract or the Purchaser Order, then the Supplier shall be bound by the GTCP, as applicable on the date of the Contract or date of the Purchase Order, in the version published at www.zpue.pl. The Contract shall be governed by the GTCP as applicable on the date of the Contract or the date of the Purchase Order; however, any subsequent amendments to the GTCP shall affect the Contract, only if explicitly set out in writing and signed by duly authorized representatives of the Parties.

3.4. Unless ZPUE and the Supplier agree otherwise by expressly excluding the provisions of these GTCP in favour of other agreed contractual terms, which must be confirmed in writing to be valid, the use of any contract templates of the Supplier is hereby excluded. The Supplier's contract templates shall not apply even if ZPUE has failed to declare their exclusion/amendment or expressly object the same. For the avoidance of doubt, if ZPUE proceeds with the performance of the Contract or a Purchase Order without an express reservation or objection to the Supplier's Contract Template, this shall in no way imply acceptance of any contract templates of the Supplier. ZPUE employees are not authorized to include, even partially, any contract templates of the Supplier in the Contract or to acknowledge their validity, unless their powers of attorney expressly provide otherwise. In addition, ZPUE's waiver of certain provisions of the GTCP in special cases shall apply only to a specific Contract or Purchase Order, and in no case can be treated by the Supplier as applicable to performance of other Contracts or Purchase Orders placed by ZPUE.

3.5. By accepting the Contract, or the Purchase Order, or commencement thereof, the Supplier hereby irrevocably and without reservations accepts these GTCP. No contract templates or terms provided by the Supplier or included in its quotation, confirmation, specifications or similar documents shall form a part of the Contract, while the Supplier waives all the rights that they would otherwise be entitled to under such terms.

3.6. Any provisions of the Contract concluded as a result of submitting the Purchase Order or other written agreements and arrangements relating to the delivery of the Goods ordered and/or the provision of Services, which have been agreed on an individual basis between the Parties, shall prevail over the contrary provisions of the GTCP.

Chapter 4: PROCEDURE FOR CONCLUSION OF THE CONTRACT

4.1. The Goods and/or Services shall be purchased under the Contract between ZPUE and the Supplier, concluded under one of the procedures set out in this Chapter.

4.2. Quotation procedure:

4.2.1. ZPUE shall place with the Supplier a Purchase Order, in which they define its completion date (hereinafter referred to as "**Delivery Date**").

4.2.2. The Supplier shall either confirm or reject the Purchase Order within 3 Business Days of its receipt.

4.2.3. A purchase order confirmation shall include the following:

- 4.2.3.1. confirmation number and date;
- 4.2.3.2. purchase order number;
- 4.2.3.3. specifications of the ordered Goods and/or Services, comprising: (1) ordinal number consistent with the purchase order number; (2) name, type and quantity of Goods and/or Services confirmed for delivery; (3) unit prices and total value; (4) Date of Delivery to ZPUE, whereas in the absence of such a date on the Purchase Order Confirmation, the Delivery Date shall apply; (5) ZPUE's internal material index (if applicable).

4.2.4. Subject to Clauses 4.2.5. and 4.2.6. of the GTCP, upon receipt of the Purchase Order Confirmation by ZPUE, the Contract between the Parties is concluded on the terms set out in the Purchase Order.

4.2.5. If the Supplier fails to reject or accept the Purchase Order within 3 Business Days from its receipt, by way of an express written statement, it shall be assumed that upon expiration of the said

deadline, the Contract is concluded on the terms and conditions specified in the Purchase Order and in accordance with these GTCP. The Contract shall be concluded on the terms and conditions specified in the Purchase Order and in accordance with these GTCP before the expiry of the 3 Business Days specified in the preceding sentence, if the Supplier, implicitly commenced its performance, even if partially, by taking actual actions to this end i.e. upon taking any such action by the Supplier for the first time.

4.2.6. Should the Supplier declare in writing that they may perform the Purchase Order with amendments, it shall be deemed that the Supplier has submitted an offer to ZPUE to conclude the Contract on the terms specified in the Supplier's declaration, which shall remain valid and irrevocable for a period of 10 Business Days. Such a Supplier's offer may be accepted by ZPUE only by sending back the answer in a written, electronic or documentary form. The Contract concluded under the procedure specified in the preceding sentence shall be subject to the GTCP.

4.2.7. A Purchase Order may be preceded by request for quotation from ZPUE, to which the Supplier shall respond within 2 Business Days. Each quotation shall include price, delivery or completion date and the expiry date. The Supplier's quotation shall form the basis for ZPUE to place a Purchase Order.

4.3. **Negotiation procedure:**

4.3.1. The Contract shall be concluded by the Parties in writing using ZPUE's contract template upon signing the same by the Parties, and these GTCP shall constitute an integral part thereof. Such a conclusion of the Contract by the Parties may be preceded by the negotiations between the Parties.

4.4. If the Delivery Date or the Contract completion date has not been specified in the Purchase Order, the Supplier agrees to perform the Subject of the Contract at the request of ZPUE.

Chapter 5: SUPPLY OF GOODS/PROVISION OF SERVICES

5.1. The Delivery Date shall be the date specified in the Contract (including in the Purchase Order) and shall mean the date of delivery of the Goods to the place of delivery indicated in the Contract (including in the Purchase Order).

5.2. The services shall be provided within the time limit and at the place specified in the Contract (including in the Purchase Order), and if such a place has not been specified, at ZPUE's place of business designated by ZPUE.

5.3. It is allowed to perform the Delivery in batches, as long as the Parties so agree in the Contract.

5.4. In justified cases, ZPUE reserves the right to postpone the delivery of the Goods and/or the provision of the Services for a period not longer than 90 days counting from receipt of the Supplier's declaration by ZPUE. In such a case, ZPUE shall provide the Supplier with a declaration indicating the new delivery and/or completion date. The amendment referred to in the first sentence of this Clause shall require neither a written annex to the Contract, nor an additional declaration by the Supplier and shall not affect the scope of the Contract and the remuneration due to the Supplier, as set out in the Contract.

5.5. Unless the Parties agree otherwise, the Supplier shall:

5.5.1. deliver the ordered Goods, at its own expense and risk, to the warehouse designated by ZPUE, which shall be the place of performance of the Contract. The deliveries may be performed within the working hours of a given warehouse.

5.5.2. unload the ordered Goods, at its own expense and risk, at the place of performance of the Contract, unless the Parties agree otherwise in the Contract.

5.6. Following the consultations with the Supplier, ZPUE may collect the Goods using its own means of transport, charging the Supplier with the transport costs, or order the receipt of the Goods at its own expense.

5.7. The Supplier shall deliver the Goods in the packaging that complies with the applicable law, in a manner preventing damage and ensuring smooth unloading, and in the cases specified by law or as required by ZPUE, the packaging should be additionally marked with appropriate symbols, warning labels or other signs allowing for traceability of the Goods or a given Purchase Order at the ZPUE's warehouse or at the place, where the Contract is performed.

5.8. Where the Supplier is responsible for the transport of the Goods and ZPUE provides for the delivery notification requirement in the Contract, the Supplier shall be required to notify the delivery of such Goods i.e. to inform ZPUE about the readiness for release of the Goods, at least 3 days prior to the planned delivery. The notified deliveries shall be unloaded in accordance with the time slot set by ZPUE for unloading. Unnotified deliveries shall be unloaded in the order of arrival at the ZPUE's warehouse.

5.9. In addition to the Subject of Delivery, the Supplier shall provide the Documentation in Polish or another language agreed with ZPUE. In the case of the Delivery of Goods, the Supplier shall attach: (1) waybill, (2) dispatch note, explicitly describing the content of the shipment and referring to the Purchase Order placed by ZPUE or the Contract as well as the in-house index of materials.

5.10. In the absence of the required Documentation or other deliverables required for the Delivery, the Delivery shall be considered incomplete and shall not be settled until it is supplemented with the missing Documentation or deliverables.

5.11. Unless the Parties agree otherwise, ZPUE is not obliged to formally accept the Goods upon its release or delivery by the Supplier. ZPUE shall be entitled to a reasonable period of time to inspect or examine the Goods and to report any defects to the Supplier, which means that it cannot be presumed that ZPUE has collected and accepted the Goods and/or Services, if they did not have sufficient time to inspect or examine the same after the Delivery Date. If the Defect could not have been detected during the inspection for justified reasons, ZPUE shall be entitled to lodge a complaint or to reject the Goods immediately after detecting the Defect. Furthermore, if the Goods and/or Services provided to ZPUE do not comply with the Contract or otherwise violate the terms and conditions of the Contract, then without prejudice to other rights or remedies as may be vested with ZPUE, the Company may refuse to accept the Goods and/or Services and request, as appropriate, their replacement, reperformance or refund of any payments made by ZPUE to the Supplier in respect of such Goods and/or Services.

5.12. The Parties may agree on a specific acceptance procedure resulting in signing of the acceptance report.

5.13. Unless the Parties agree otherwise in the Contract, the ownership of the Goods as well as costs and burdens associated with the Goods and the risk of accidental loss or damage to the Goods shall pass to ZPUE upon delivery thereof.

5.14. Subject to Clause 5.4. of the GTCP, the Supplier shall in no circumstances suspend the delivery of the Goods and/or the provision of the Services.

Chapter 6: PRICES AND PAYMENTS

6.1. The prices of the Goods and/or Services shall be set out in the Contract. The prices shall be exclusive of VAT, which shall be charged in accordance with the applicable law.

6.2. Unless the Parties agree otherwise, the price for the Goods shall be determined as DDP to the destination, in accordance with the applicable Incoterms.

6.3. If the Parties agree to convert prices for the Goods and/or Services denominated in the foreign currency into zlotys, the Parties shall use the NBP's average exchange rate published on the day preceding the invoice date.

6.4. In the case of prices included in the Supplier's general pricelist, the Supplier shall notify ZPUE about the planned changes to such prices within 4 weeks prior to their effective date. Prices shall not be changed for the Purchase Orders accepted for completion or the Contracts concluded prior to provision of such information by the Supplier.

6.5. The Supplier shall submit invoices in a form that allows them to be inspected in accordance with applicable law, generally accepted accounting principles and specific requirements set out by ZPUE. In addition to other elements required by the law, an invoice should contain at least the following information: Supplier's name, address, invoice date, invoice number, purchase order number, ZPUE address, quantity, specification of delivered Goods/Services, ZPUE's internal material indexes, price, total invoice value, currency, amount of the value added tax (VAT), licence number for an authorized economic operator or approved exporter or other customs identification number, if applicable, and the agreed payment terms.

6.6. Invoices shall be sent to ZPUE's postal address and in the event where the Parties sign an agreement on the acceptance of electronic invoices, the Supplier may send invoices to the e-mail address: zpuesa@e-wymiana.biz.

6.7. In the event of a defective or incomplete invoice submitted by the Supplier, ZPUE may suspend payment of the invoice, without the Supplier's right to charge interest, pending the clarification and submission of the corrected invoice (invoice or credit note).

6.8. Should the invoice issued by the Supplier prove to be invalid for formal, legal or material reasons, the Supplier shall compensate ZPUE for the damage resulting from the assessment of the tax liability as well as any sanctions and interest imposed on ZPUE by the tax authority.

6.9. Unless the Parties agree otherwise, the payment shall be transferred to the bank account indicated by the Supplier in the invoice, within 90 days from the date of receipt by ZPUE of a valid invoice.

6.10. The payment date shall be deemed to be the date on which ZPUE's bank account is debited.

6.11. Any banking costs arising outside the ZPUE's bank shall be borne by the Supplier.

6.12. ZPUE reserves the right to deduct or withhold payment for the Goods and/or Services that have not been provided in accordance with the Contract; in particular, in the event of a complaint being submitted, the payment shall be withheld until the final settlement of the complaint.

6.13. For the Services settled at hourly rates, ZPUE must approve the Supplier's working time reports in writing, while the Supplier shall submit such working time reports to ZPUE for approval, at ZPUE's request, at the latest together with the invoice to which they refer. For the avoidance of doubt, approval of the working time reports shall not be tantamount to the acknowledgement of the Supplier's claims, while ZPUE shall not be obliged to pay an invoice based on the working time reports not approved in writing by ZPUE.

6.14. The Supplier has included in the price for the Goods and/or the Services, as appropriate, the amount of any interest accrued in accordance with the

Act of 08 March 2013 on payment deadlines in commercial transactions, for the payment periods agreed in the Contract, or in accordance the payment terms set out the Contract.

6.15. Any work, storage, documentation, materials, equipment or parts specified in the Contract and/or the Purchase Order, as falling within the scope of the Contract and essential for the technical integrity and necessary for the proper, regular and safe operation of the Subject of the Contract, shall be considered to be included in the scope of the Contract and in the total price specified in the Contract, unless such work, materials, equipment or parts have been expressly excluded under the Contract. For example, if a part or an item is not included in the technical specifications, although a part or an item may, in accordance with the customary and reasonable interpretation of the Subject of the Contract, fall within its scope, such a part or an item shall be treated as included in the total price specified in the Contract.

Chapter 7: FINANCIAL GUARANTEE OF PERFORMANCE

7.1. In the cases justified by the nature or the value of the Contract, in order to secure ZPUE's claims against the Supplier in connection with the Contract, ZPUE reserves the right to request the Supplier to provide a Bank Guarantee or an Insurance Guarantee, hereinafter referred to as the "**Financial Guarantee**".

7.1.1. Should ZPUE make a prepayment or an advance payment towards the price, the Supplier may be required to submit, within 14 days of the date of the Contract, the Financial Guarantee to secure the refund of the full amount of prepayment or advance payment in the event of the Supplier's failure to perform the Contract.

7.1.2. Unless the Parties agree otherwise, the Supplier shall submit, within 14 days of the date of the Contract, the Financial Guarantee to secure the Performance of the Warranty Obligations, in the amount of 10% of the Contract Price, with the expiry date until the end of the longer of: the Warranty Period or the Guarantee Period, plus 45 days.

7.2. The Financial Guarantee submitted by the Supplier shall be issued by a recognized first-class Bank or Insurance Institution (hereinafter referred to

as the “**Guarantor**”) in the form of a Bank or Insurance Guarantee.

7.3. The Financial Guarantees shall be unconditional, irrevocable and payable on the first demand. The language of the Financial Guarantee shall be either Polish or English.

7.4. In any case, the Guarantor issuing the Financial Guarantee and the content of the Guarantee must be previously approved by ZPUE, failing which the Guarantee may be rejected.

7.5. Should the Supplier fail to submit the required Financial Guarantee within the required time limit, ZPUE shall deduct the corresponding amount of the required Financial Guarantee from the amounts payable to the Supplier.

7.6. Amounts retained in accordance with Clause 7.5. of the GTCP due to failure to provide the required Financial Guarantee to ZPUE shall be recognized as non-interest bearing cash deposits securing the proper performance of the Contract during the Guarantee and Warranty Period. ZPUE shall release the guarantee deposits and transfer the same to the Supplier's account in the following cases: (1) upon submission of a valid Financial Guarantee in accordance with the Contract, or (2) after the end of the longer of the Guarantee Period or Warranty Period, plus 45 days.

7.7. Any changes to the content of the Financial Guarantee must be subject to prior approval by ZPUE.

7.8. All costs relating to issuing, obtaining or administering the Financial Guarantee shall be borne by the Supplier.

Chapter 8: SUPPLIER INSURANCE REQUIREMENTS

8.1. The Supplier is obliged to maintain adequate civil liability insurance at a reputable insurance company with a stable financial situation, whereas the sum insured shall not be less than PLN 1 million for one and all incidents (unless the Supplier requests a higher amount of insurance cover, given the nature and the value of the Contract).

8.2. The insurance coverage should include in particular the loss:

8.2.1. resulting from non-performance or improper performance of the Contract,

8.2.2. caused by the defect of the Goods and/or Services provided under the Contract,

8.2.3. representing the costs incurred to remove the Goods delivered, should it turn out to be defective, and to replace the same with non-defective Goods.

8.3. At the request of ZPUE, the Supplier shall provide a proof of insurance referred to in Clause 8.1. of the GTCP.

8.4. The fulfilment of the requirement referred to in this Chapter shall not release the Supplier from full liability towards ZPUE for the loss suffered, and the sum insured shall not be treated as a limitation of this liability.

Chapter 9: STANDARDS REGARDING QUALITY OF GOODS/SERVICES AND SUPPLIER'S QUALITY CONTROL

9.1. The Supplier shall deliver the Goods and/or Services:

9.1.1. in accordance with the Contract;

9.1.2. satisfying the technical requirements defined in applicable standards and legal regulations and compliant with technical and formal requirements of ZPUE;

9.1.3. free of any defects, or third-party rights;

9.1.4. suitable for the purpose specified in the Contract – or in the absence of such information – suitable for the purpose for which they are customarily used.

9.2. The Supplier guarantees that the Goods shall be new and of high quality, and shall satisfy the highest safety and environmental standards regarding materials and workmanship, and that they have not been used until the Delivery Date, and that there are no circumstances that would diminish the value or usefulness of the Goods in terms of their intended use or purpose for which the Goods are acquired.

9.3. The Supplier guarantees that the Subject of the Contract does not pose a threat to safety, health or the environment, and that all elements/parts used to perform the Subject of the Contract must have the approvals, permits, declarations of conformity (certificates, technical approvals, material certificates)

required by the applicable regulations and standards, and must be fully functional.

9.4. The Supplier agrees to analyse the scope of applicable European Union directives regarding the implementation of the Contract. For all cases of Goods manufactured and/or delivered that are subject to the requirements set out in the Directives, the Supplier shall carry out a conformity assessment procedure, issue the EC Declaration of Conformity and label the products with the CE mark. All products that are purchased by the Supplier from its suppliers for the purpose of the Contract and that are subject to the requirements set out in the European Union directives, shall have the CE marks and the EC Declarations of Conformity.

9.5. The Supplier shall also be responsible for the defects in the Goods that are revealed in the course of production or operation of the final product.

9.6. In the event where the Supplier presented or referred to the specifications of the Goods and/or Services in its communication with ZPUE prior to or in connection with the placement of the Purchase Order, then by entering into the Contract the Suppliers warrants to ZPUE that the Goods and/or Services will comply with the presented specifications.

9.7. In the course of performance of the Contract, the Supplier shall satisfy the requirements of the quality management system implemented in its establishment, while the Goods manufactured by the Supplier or its sub-suppliers/Services provided by the Supplier or its sub-contractors should be subjected to all the required tests set out by applicable law and quality standards, in accordance with the quality standards implemented by the Supplier or sub-suppliers/subcontractors. ZPUE reserves the right to agree with the Supplier on the Control and Test Plan i.e. guidelines and principles for maintaining the suitable quality of the Goods manufactured or Services provided and their quality acceptance.

9.8. ZPUE reserves the right to conduct an audit at the Supplier's establishment prior to the commencement of the Contract.

9.9. ZPUE reserves the right to conduct inspections at all workshops and facilities where the product is manufactured, assembled or prepared for shipment, or where the Service is performed. The Supplier shall ensure all means and provide all

assistance to grant such access. The control is aimed at verifying the progress of the Contract performance or the quality of the Goods and/or Services.

9.10. In the event where the activities referred to in Clause 9.8. of the GTCP are held at the sub-supplier's or sub-contractor's establishment, the Supplier shall obtain a consent for ZPUE to carry out such an inspection.

9.11. ZPUE may entrust inspection to an independent entity, hereinafter referred to as the **"Inspector"** or **"Authorized Representative"**, who shall inspect and examine the Subject of the Contract at the establishment of the Supplier, sub-supplier or sub-contractor on behalf of ZPUE.

9.12. The inspection and examination by ZPUE or an Authorized Representative shall not release the Supplier from any liability for Defects in the Subject of the Contract or for due performance of obligations under the Contract.

Chapter 10: WARRANTY

10.1. The Supplier shall grant ZPUE a warranty for the Goods delivered, or Services provided. The warranty period shall be 36 months from the date of acceptance of the Goods/Services by ZPUE, or 24 months from the date of their receipt by the ZPUE's customer, whichever is longer, unless the Contract specifies a different warranty period. The Supplier agrees to remove the Defect free of charge, if the Defect is revealed within the aforementioned warranty period.

10.2. In the event where the warranty obligation is fulfilled through replacement or repair, the warranty period shall restart, as appropriate, from the moment of delivery of the subject free from defects or from the date of its repair.

10.3. Defects detected by ZPUE shall be immediately reported to the Supplier. Complaints shall be reported by ZPUE by phone, fax or e-mail to the telephone number, fax number or e-mail address provided by the Supplier, which shall be without prejudice to the ZPUE's right to report the Defect in writing to the Supplier's registered office address.

10.4. Under the warranty, the Supplier is obliged to notify ZPUE, within 24 hours from reporting the Defect, about the method and time limit for its removal, taking into account the provisions of Clauses

10.5 and 10.6 of the GTCP. The Supplier shall be liable for any and all costs incurred in connection with the removal of the Defect, including those related to the repair or replacement of the defective component, including (without limitation) any and all costs of transport, removal, dismantling and re-installation, work in the field or on site, where the defective Goods are located, or materials that will not be reused.

10.5. The Supplier's time of response to the reported Defect, with a view to removing the Defect, shall be 12 hours from the date of its notification by ZPUE.

10.6. The Supplier agrees to remove the Defect free of charge, at its own expense and risk, within a period not exceeding 5 days from the date of reporting the Defect by ZPUE, unless the Parties agree otherwise in writing, failing which such an agreement shall be void. If the time limit for removal of the Defect resulting from ZPUE's obligations towards the customer is shorter than specified in the preceding sentence, the Supplier shall remove the Defect within the time limit taking into account the obligations undertaken by ZPUE towards the customer (after prior notification of the Supplier by ZPUE).

10.7. ZPUE may assert its warranty claims also after the expiry of the warranty period, if the Defects are detected prior to such an expiry.

10.8. Defects shall be removed by repairing the item covered by the warranty or replacing it with a new one, in each case at the discretion of ZPUE.

10.9. ZPUE reserves the right to withhold or reschedule the visit of the Supplier's service team or the entity performing warranty services on behalf of the Supplier, in each case and without giving a reason. In addition, ZPUE reserves the right to participate in or supervise the works of the Supplier's service team or the entity performing warranty services on behalf of the Supplier.

10.10. The Supplier, in each case and without giving a reason, agrees to ZPUE service team's independent technical assessment of the Defects, and at request of the ZPUE's customer, subject to a prior notification of the Supplier, to the repair or replacement at the Supplier's expense. In addition, ZPUE shall be entitled to make repairs or replacements at the Supplier's expense, if the Supplier is unable to meet the requirements set out in Clause 10.6 of the GTCP. The

above measures taken by ZPUE shall be without prejudice to any ZPUE's rights under the warranty towards the Supplier.

10.11. If the Supplier fails to take any measures aimed at removing the Defect or in the event of delays in its removal, ZPUE shall have the right to repair or replace the same on its own and charge the Supplier with any and all costs incurred, which shall be without prejudice to any ZPUE's rights under the warranty.

10.12. In the event where due to a Defect, other equipment, material, or installations have been damaged, the Supplier agrees to repair or replace the damaged equipment, materials, or installations with new ones, or reimburse the documented costs related to the repair or replacement of the damaged equipment, materials, or installations, at the discretion of ZPUE.

10.13. The Supplier shall ensure post-warranty service, including spare parts for the period of 10 years after the end of the warranty period.

10.14. The rights and remedies available to ZPUE under these GTCP and the Contract shall be cumulative and shall be without prejudice to ZPUE's entitlement to exercise other rights and remedies available under the law.

Chapter 11: COMPLIANCE WITH THE LAW AND THE SUPPLIER CODE

11.1. The Supplier shall deliver the Goods and/or provide the Services in accordance with the applicable laws, codes, guidelines and other mandatory requirements applicable to the Supplier. In addition, the Supplier agrees to follow business ethics in its operations, whereas the ethical priorities, at every level of the organization, which are required by ZPUE to be met by the Supplier, are mainly related to areas such as anti-discrimination, respect for human rights and environmental protection.

11.2. The Supplier represents and warrants that they comply and will fully comply with any and all applicable laws, regulations, instructions and policies regarding trade and customs, including without limitation, as regards ensuring all the necessary customs clearance requirements, certificates of origin, import and export licences, and exemptions from their application as well as submission of relevant documents to the competent government authorities.

11.3. The Supplier warrants that they will not make any payments or commitments to its clients, public officials or representatives, directors and employees of ZPUE, or any other person in a manner contrary to the applicable law as well as that they will comply with all the applicable laws, regulations, ordinances and rules regarding bribery and corruption.

11.4. The Supplier acknowledges that they have received and familiarized themselves with the Supplier Code of ZPUE S.A. and agrees to perform its obligations under the Contract and relevant contractual relations, following the ethical standards set out in the Supplier Code of ZPUE S.A. The observance of the values and principles set out in the Supplier Code of ZPUE S.A. is a material criterion in the ZPUE's supplier qualification procedure. Other requirements of ZPUE, including the ones regarding raw materials, supplies and restrictions shall be set out in the Contract.

11.5. Any breach by the Supplier of the obligations laid down in this Clause 11 of the GTCP shall constitute a gross violation of the provisions of the Contract, which authorizes ZPUE to terminate the Contract with immediate effect without incurring any costs or charges in connection with such violations on the part of the Supplier and the terminated Contract, without prejudice to other rights and remedies as may be available to ZPUE under the Contract or applicable law.

Chapter 12: LIABILITY AND LIQUIDATED DAMAGES

12.1. The Supplier warrants to ZPUE that the performance of the Contract shall not infringe any patents and other protected intellectual property rights of third parties.

12.2. If ZPUE or an entity purchasing from ZPUE the final product incorporating the Goods and/or the Services delivered under the Contract should face:

12.2.1. third-party claims;

12.2.2. allegation of violation of applicable laws;

12.2.3. judicial proceedings, including administrative, civil or criminal proceedings;

if based (directly or indirectly) on allegations of (1) physical or legal defects; (2) non-compliance of the

Goods and/or Services with the law, in particular that Goods are hazardous; (3) violation of third party rights or unfair competition, in particular intellectual or industrial property rights; then the Supplier shall indemnify ZPUE against any liability and remedy any loss suffered by ZPUE, including by reimbursement of any damages, fines, fees, or legal assistance costs paid etc.

12.3. If the Supplier fails to meet the Delivery Date (including any milestone) of the Goods and/or Services, ZPUE shall be entitled to request the Supplier to pay liquidated damages in the amount of 1% of the Net Contract Value for each commenced day of delay. Incomplete or faulty delivery of Goods and/or Services shall be treated as non-delivery.

12.4. If the Supplier is in delay with the delivery of the Goods and/or Services or withdraws from the performance of the Contract for reasons not attributable to ZPUE, in addition to other consequences set out in these GTCP, ZPUE may:

12.4.1. refuse to accept any subsequent deliveries of the Goods and/or Services;

12.4.2. demand the Supplier to reimburse all the reasonable expenses incurred by ZPUE in order to obtain the replacement Goods and/or Services from another supplier;

12.4.3. demand reimbursement of any costs, losses, expenses and liquidated damages suffered by ZPUE and resulting from the Supplier's delay or withdrawal from the Contract.

12.5. If the Supplier is in delay with the release of the Documentation, in whole or in part, ZPUE shall be entitled to demand liquidated damages in the amount of 1% of the Net Contract Value for each commenced day of delay. Release of incomplete or faulty Documentation shall be tantamount to failure to release the Documentation.

12.6. If the Supplier is in delay with the performance of its obligations under the Warranty granted for the Goods and/or the Services, as referred to in Chapter 10 of the GTCP, ZPUE shall be entitled to demand liquidated damages in the amount of 1% of the Net Contract Value for each commenced day of delay.

12.7. If the Subject of the Contract or any part thereof fails to achieve the required performance level (defined by declared Technical Parameters), ZPUE

shall have the right to demand liquidated damages in the amount of 1% of the Net Contract Value for each started 1% of such a performance reduction.

12.8. The demand for payment of liquidated damages shall be without prejudice to the ZPUE's right to seek compensation in excess of the liquidated damages, where the said liquidated damages are insufficient to compensate for the damage suffered.

12.9. The payment of liquidated damages by the Supplier shall not release the Supplier from its obligation of proper performance of the Contract.

12.10. ZPUE shall have the right to deduct accrued liquidated damages from the Supplier's remuneration under the Contract or from the Supplier's receivables under other contracts binding upon both Parties. In addition, ZPUE shall have the right to withdraw an amount equal to the liquidated damages from the Financial Guarantee submitted by the Supplier to secure the proper performance of the Contract.

12.11. The Supplier shall be responsible for the actions and omissions of its sub-suppliers and sub-contractors as for its own actions and omissions. The Supplier shall bear full and exclusive liability for any and all claims of its employees, sub-suppliers and sub-contractors, submitted in connection with the delivery of the Goods and/or provision of Services for ZPUE.

12.12. Under no circumstances, ZPUE's liability towards the Supplier shall cover damages resulting from any loss of profits, loss of use, loss of contracts, or any consequential or indirect losses, including lost benefits.

Chapter 13 – TERMINATION/WITHDRAWAL

13.1. ZPUE may terminate the Contract (cancel the Purchase Order) without a reason, in whole or in part, upon a written notice to the Supplier. In such a situation, the Supplier may demand payment of reasonable, documented and proven costs incurred in connection with the performance of the Contract, provided that the completed deliverables have already been released to ZPUE; however, the amount in question must not exceed the agreed price for the Subject of the Contract. The Supplier shall not be entitled to any additional damages, including in respect of the lost profits.

13.2. ZPUE may terminate the Contract immediately upon a written notice to the Supplier and

without the obligation to pay any compensation to the Supplier or incur any costs in the event where:

13.2.1. the delay in the performance of any of the Supplier's obligations exceeds 14 days, which in particular refers to the delay in the performance of the Subject of the Contract, including any milestone thereof, delay in removal of the Defect, delay in the delivery of Financial Guarantees (for the avoidance of doubt, in such a case, no additional deadline for removal of the default is to be set for the Supplier);

13.2.2. an application for bankruptcy of the Supplier has been filed or the liquidation proceedings have been initiated against the Supplier, or the Supplier made a declaration on the initiation of the resolution, as long as there is no conflict with the law;

13.2.3. The Supplier has sub-contracted or assigned to a third party the rights or obligations arising from the Contract without a prior written consent of ZPUE;

13.2.4. The Supplier has violated any of the obligations set out in accordance with Clause 11 of the GTCP.

13.3. ZPUE shall have the right to withdraw from the Contract within 3 months from the date of the Contract if the Supplier fails to commence the performance of the Contract within 7 days of its conclusion.

13.4. Upon the termination of the Contract, the Supplier shall immediately, but no later than within 3 days from the termination of the Contract, return to ZPUE, at its own expense and in a secure manner, any property of ZPUE (including documentation, data, relevant intellectual property rights) and information belonging to ZPUE, which the Supplier holds or has control over at that time, and shall provide ZPUE with full information and documentation regarding already delivered parts of the Goods and/or Services performed. The provisions referred to in the preceding sentence shall apply accordingly to withdrawal from the Contract.

Chapter 14 – FORCE MAJEURE

14.1. Neither Party shall be liable towards the other Party for any default under the Contract in the event where such a default is caused by the circumstances beyond the reasonable control of the Parties that could not have been avoided, even if due diligence has been exercised by a given Party, and which are the

Force Majeure events as defined in Clause 14.2 of the GTCP.

14.2. The Parties understand that Force Majeure events mean exceptional occurrences beyond the reasonable control of a given Party, which cannot be predicted and prevented, also when their avoidance would require taking actions whose cost would exceed any recoverable benefits; Force Majeure events include in particular wars, natural disasters such as earthquakes or floods, explosions, strikes, etc. A Party shall not be liable if such circumstances prevent that Party from performing the Contract despite taking all the reasonable efforts, whereas that Party must give notice to the other Party without undue delay, but not later than five (5) days from occurrence of the respective Force Majeure events.

14.3. A Party cannot effectively plead to the other Party the circumstances referred to in this Chapter 14 of the GTCP if:

14.3.1. the Party failed to notify the other Party of the occurrence of the Force Majeure immediately, however not later than within 7 days from the day on which the Party became aware of its occurrence;

14.3.2. immediately after obtaining information about the occurrence of the Force Majeure events, the Party failed to take actual and economically reasonable measures to achieve the objectives set out in the Contract in a manner different than explicitly provided for in the Contract.

14.4. Where the Force Majeure events last for more than thirty (30) days, ZPUE shall have the right to terminate the Contract (including to cancel the Purchase Order) immediately with a written notice to the Supplier, without any liability towards the Supplier.

Chapter 15 - CONFIDENTIALITY / DATA PROTECTION / INTELLECTUAL PROPERTY

15.1. The Parties agree:

15.1.1. to keep in strict confidence all information, in particular technical, technological, economic, financial, commercial, legal and organizational information concerning the other Party and the concluded Contract, as well as personal data received

under the Contract, regardless of the form of disclosure and its source;

15.1.2. not to copy, reproduce, distribute or use, in any manner whatsoever, either in whole or in part, any information specified in Clause 15.1.1. of the GTCP for the purposes other than set out in the Contract;

15.1.3. take appropriate measures, as necessary to ensure the protection of the information set out in Clause 15.1.1. of the GTCP and their sources, both in their entirety and in respect of individual issues.

15.2. Provisions of Clause 15.1. of the GTCP shall not apply to information obtained from any of the Parties that:

15.2.1. is published, known and officially made public without a breach of the provisions of the Contract;

15.2.2. is commonly known or has been transferred by a Third Party, without a breach of any non-disclosure obligations;

15.2.3. has been disclosed to government, administrative, or judicial authorities, or to the public, due to legal decisions or requirements.

15.3. The non-disclosure clause shall be binding upon each of the Parties for the duration of the Contract as well as after its performance, expiration, or termination – for a period of 10 years from the occurrence of any of these events.

15.4. All data obtained during the performance of the Contract, after completion of the part of the Contract for which they were required, shall be permanently deleted by the Party, which shall also apply to the media used for transfer thereof.

15.5. The Supplier agrees to keep confidential the legally protected information, as defined in the following legal acts: (1) Act of 29 August 1997 on the protection of personal data, (2) Act of 16 April 1993 on combating unfair competition.

15.6. The processing of personal data, the controller of which is the Party, is allowed only for the performance of the Contract and only to the extent necessary to achieve the purpose of the Contract.

15.7. While performing the Contract, the Supplier agrees to comply with the provisions of the Act of 29

August 1997 on the protection of personal data and the provisions of executive acts to the said Act, under the financial liability for the damage caused, as provided for in the aforesaid provisions, and under the criminal liability. Given the fact that from 25 May 2018, the aforementioned Act is to be replaced by the GDPR, the Supplier agrees to apply all the requirements resulting from the GDPR not later than on 25 May 2018. Bearing in mind that on the date of entry into force of the GTCP, the GDPR or the provisions of the new Polish act on personal data protection, which is to be complementary to the GDPR, as well as recommendations, or good practices either are not in force or have not been prepared yet, the Supplier agrees that prior to the application of the GDPR, in particular upon the request of ZPUE, if necessary, the Supplier will execute an annex to the Contract in order to incorporate all the aforementioned provisions, in particular Polish laws and regulations as well as recommendations and good practices that may arise. ZPUE reserves the right to carry out, at any time, inspections regarding the applied protection measures and the personal data processing by the Supplier.

15.8. The Supplier shall be liable to ZPUE for any damage caused by the violation of the provisions on the protection of personal data, in particular, for any damage caused by loss of documentation or allowing, in any other way, access to data by unauthorized persons.

15.9. Subject to Clause 15.10. of the GTCP, within the price for the Goods and/or Services, as appropriate, the Supplier transfer to ZPUE the copyrights to all the works, including projects, specifications, and sketches, as defined in the Act of 04 February 1994 on copyright and related rights, which shall also include the Documentation and Software developed by the Supplier or persons/entities cooperating with the Supplier in the performance of the Contract (hereinafter: "**Works**"), within the scope and in the manner described below:

15.9.1. Upon the transfer of the Works, regardless of the form and manner of transferring the Works and the fact of confirmation or failure to confirm the acceptance of the Work by ZPUE, the Supplier shall transfer to ZPUE the copyrights to this Work in the fields of use indicated in Clause 15.9.2 of the GTCP. In addition to transfer of these copyrights, the Supplier shall provide ZPUE with the source codes for the

Works that are computer programs. In the event where the Work is not released to ZPUE but only installed or implemented in any IT system or environment specified by ZPUE, upon the installation or implementation of a given Work, the Supplier shall transfer to ZPUE the copyrights to such a Work in the fields of use indicated in Clause 15.9.2 of the GTCP. In addition to transfer of these copyrights, the Supplier shall provide ZPUE with the source codes for the Works that are computer programs. In the event where the Work is performed in parts, the above provisions shall apply to every part of the Work performed. These provisions shall also apply to the restoration procedure and backups.

15.9.2. The transfer of copyrights shall apply to the following fields of use: (1) the use of the Work to the extent necessary for its proper use in ZPUE's business activity as of the date of the transfer of the Work, including improvement, marketing, development, or distribution; (2) permanent or temporary reproduction of the Work, either in whole or in part, by any means and in any form, in particular for the purpose of marketing, displaying, applying, saving, recording, transmitting and storing; (3) translation, adaptation, changes to layout or any other changes to the Work, while retaining the rights of the author of such changes; (4) any distribution (including copies), lending, rental, performance, display, exhibition, reproduction, broadcasting and re-broadcasting, introduction to IT networks, marketing, leasing of Works, use for the purpose of modifying the Goods, and their extension; (5) permission to exercise derivative copyrights through the distribution and use in all the fields of use listed in items (1)-(4) above.

15.9.3. Upon the transfer of copyrights to the Works to ZPUE, the sole right to grant authorizations for the exercise of the derivative copyrights shall be vested with ZPUE. Upon the acquisition of copyrights, ZPUE is authorized to use the Works, in whole or in part. The Supplier authorizes ZPUE to make modifications of the Works, including the source code, as well as translations thereof into other languages.

15.9.4. Upon the release of individual Works created under the Contract, ZPUE shall acquire the ownership of the media on which the Works were released to ZPUE, within the price for the Goods and/or Services, as appropriate.

15.10. In the event where it is clear from the Contract that in relation to certain Works, in particular, to Software, the Supplier only grants the licence, the following terms shall apply. Within the price of the Goods and/or Services, as appropriate, the Supplier shall grant the non-exclusive, indefinite, non-terminable, and territorially unlimited licence for the Works that allows for free distribution of the Works to end users without restrictions on the number of copies produced and the fields of use, as provided for in the Contract set out in Clause 15.10.1, of the GTCP. ZPUE shall be entitled to grant further license (sub-license) to any users without restrictions on the number of copies and under the same terms as set out in the Contract.

15.10.1. The license for the Work shall entitle to: (1) the use of the Work to the extent necessary for its proper use in ZPUE's business activity as of the date of the transfer of the Work, including improvement, marketing, development, or distribution; (2) permanent or temporary reproduction of the Work, either in whole or in part, by any means and in any form, in particular for the purpose of marketing, displaying, applying, saving, recording, transmitting and storing; (3) translation, adaptation, changes to layout or any other changes to the Work, while retaining the rights of the author of such changes; (4) any distribution (including copies), lending, rental, performance, display, exhibition, reproduction, broadcasting and re-broadcasting, introduction to IT networks, marketing, leasing of Works, use for the purpose of modifying the Goods, and their extension.

15.10.2. The license shall be non-terminable and the Parties hereby exclude the application of Article 68 of the Act of 04 February 1994 on copyright and related rights.

15.10.3. The Parties mutually exclude the application of Article 55 paragraph 3 of the Act of 04 February 1994 on copyright and related rights.

15.11. In the event where a Third Party submits a claim against ZPUE in connection with the Works, regarding the infringement of third party copyrights, or in the event where another entity submits a recourse claim against ZPUE, or if there is a likelihood of such claims, the Supplier shall, at the discretion of ZPUE: (1) obtain ZPUE's right to use the Works that are the subject of the claims in accordance with their intended use, but in a manner that does not infringe

intellectual property rights; (2) modify the Works that are the subject of the claims so that they would not to infringe the intellectual property rights, while maintaining their full compatibility with the requirements of ZPUE; (3) obtain and introduce replacement and functionally identical Works that do not infringe intellectual property rights; (4) use other measures available under the law. Notwithstanding the foregoing obligations, the Supplier shall indemnify ZPUE against any and all the damages suffered in connection with the infringement by the Supplier or entities/persons cooperating with the Supplier of third party copyrights, in particular, against costs of defence, court fees, and damages or settlements.

15.12. ZPUE shall retain the exclusive ownership of all intellectual property rights held by ZPUE, including without limitation, copyrights to software, drawings, documents and specifications that belong or belonged to ZPUE prior to entering into the Contract or have arisen in a manner independent of and separate from the Contract.

Chapter 16 – NOTICES

All notifications must be sent by duly signed registered mail, courier service, fax or e-mail to the address of the other Party provided in the Contract or to another address communicated to the other Party in writing. Notifications sent by e-mail or fax require written acknowledgement of receipt by the receiving Party.

Chapter 17 – FINAL PROVISIONS

17.1. The Supplier must not assign its rights and obligations under the Contracts (including receivables due from ZPUE) without a prior written consent of ZPUE.

17.2. Failure to enforce or non-performance of any provision of the Contract shall not constitute a waiver of such terms and conditions and shall not affect the right to enforce such terms and conditions thereafter.

17.3. Should any of the provisions be found legally invalid or ineffective, this shall be without prejudice to validity or effectiveness of the remaining provisions of the Contract, unless it becomes obvious in particular circumstances that the Contract would not have been concluded if it had not been for the invalid or ineffective provisions. In the event referred to in the preceding sentence, the Parties shall be obliged to

execute an annex to the Contract providing for the replacement provisions whose business and economic aim shall be equivalent or approximate to the aim of the invalid or ineffective provisions.

17.4. Any amendments to the Contract or any deviations from these GTCP shall be made in writing, or otherwise, shall be null and void. Reservations made in documents, including in Purchase Order confirmations, documents confirming delivery and receipt, or invoices shall not be considered to form amendments to the Contract.

17.5. Any issues not settled herein shall be governed by the respective provisions of the Polish Law, in particular, of the Civil Code. The application of the Vienna Convention of 11 April 1980 on the Contracts for the international sale of goods is hereby excluded.

17.6. In the event where the Supplier is established:

17.6.1. on the territory of Poland, any disputes arising under the Contract, including those concerning the interpretation or performance of the Contract, which the Parties are unable to resolve amicably, shall be settled by a common court having jurisdiction over the registered office of ZPUE;

17.6.2. outside Poland, any disputes arising under the Contract, including those concerning the interpretation or performance of the Contract, which the Parties are unable to resolve amicably, shall be settled by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw – in accordance with the rules of procedure of that court. Either Party is required to voluntarily and immediately execute the decision of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw. The language of the proceedings and decisions shall be English. The decision of the arbitrator shall be final and binding upon both Parties.

17.7. The provisions of the Contract, which due to their nature are expected to apply after its termination, shall remain in force and shall be fully valid, regardless of such a termination.

Translation by: Marek Niedźwiecki, Sworn Translator