

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND THE PROVISION OF SERVICES BELIN POLAND SP. Z O.O.

Validity:

These General Terms and Conditions (hereinafter referred to as "General Terms and Conditions"), in conjunction with the Order and all its appendices, collectively form a binding Agreement between the Parties. Under these General Terms and Conditions we define the legal relations between our company – BELIN POLAND" SP. Z O.O., KRS number 0000856758, legal address: 34/36 Sucholeska Street, Poznań (60-479), Poland on one side and you, supplier or Goods and Services to us based on Order accepted from us by phone, email, regular post or otherwise.

By accepting Order from us or performing delivery of Goods and/or Supply of Services you engage in legal relations with us and agree to be bound by the General Terms and Conditions that constitute Agreement between you and us.

Any references or additions made by the Seller at the time of the transaction, whether separate or non-binding, do not establish any terms or conditions within these documents unless explicitly consented to by the Buyer in the Agreement/Order."

In the event of any discrepancy between the content of the Order and the General Terms and Conditions, the content of the Order shall prevail for the Parties. These General Terms and Conditions are divided into articles, paragraphs and paragraphs, and this division is for clarification purposes and does not affect the interpretation of these General Terms and Conditions.

Please read these General Terms and Conditions carefully before approaching us or accepting order from us. Contacting us with supply offer or inquiry, you agree to be bound by these General Terms and Conditions. If you do not agree to all the terms and conditions of these General Terms and Conditions, then you may agree with us in writing on that or refrain from contacting us.

Definitions:

"Buyer" means "BELIN POLAND" SP. Z O.O. with its registered office in Poznań (60-479) at 34/36 Sucholeska Street, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań Nowe Miasto i Wilda with its registered office in Poznań, VIII Commercial Division of the National Court Register under KRS number 0000856758, share capital PLN 10,120,000.00 – paid in full; NIP 779-00-04-437, REGON 630540295, registration number (BDO) 000079094

"Seller" - means the entity with which the Buyer has concluded the Agreement,

"Order" means the Buyer's order for the Goods or for the Goods and Services to which the General Terms and Conditions are attached. The Seller's acceptance of the Order, along with the General Terms and Conditions, results in the conclusion of the Agreement.

"Agreement" - an agreement concluded between the Seller and the Buyer, together with appendices and General Terms and Conditions,

"Goods" - tangible goods (including necessary equipment, additional materials, documentation and others), the sale and delivery of which is the subject of the Agreement,

"Service" - services provided as an accessory to the sale and delivery of Goods, in connection with the need for their assembly, installation, training in the field of operation or ongoing service or preparation for use by the Buyer.

Article I: CONDITIONS FOR CONCLUDING THE AGREEMENT

1.1. The Seller and the Buyer may conclude the Agreement in any manner, including by the Seller's acceptance of the Order sent by the Buyer. Unless the Order provides otherwise, the Order is accepted by sending a copy of the Order signed by persons authorized to act on behalf of the Seller within 5 calendar days from the date of receipt of the Order. Acceptance of the Order means acceptance of all changes and additions to the Seller's offer made by the Buyer and means conclusion of the Agreement on the terms and conditions contained in the Order and the General Terms and Conditions. The Seller declares that the person signing the Order is authorized to act on behalf of the Seller.

1.2. Unless legally required otherwise or specified in the Order, the Seller may accept the Order by issuing a written statement to the Buyer and notifying the Buyer of this acceptance before returning it via email.

1.3. If the Seller fails to confirm acceptance by email but proceeds to deliver the cargo without prior notification, such action shall be deemed an implicit acceptance of the Agreement according to the terms and conditions set forth in this document and any specifications in the Order placed by the Buyer.

Article II: CONDITIONS FOR THE PERFORMANCE OF THE AGREEMENT

2.1. The Seller shall immediately inform the Buyer of any situation that may affect the timeliness of delivery of the Goods or the Goods and Services. However, the above information will not release the Seller from the obligations set out in the Agreement. The Buyer has the right to carry out an inspection at his own expense in order to check the progress of the Contract by the Seller, informing him of the above fact 3 days in advance.

2.2. No later than 7 days before the agreed date of shipment, the Seller shall send the Buyer a shipping notice, providing the following data: Order number, method and expected date of shipment, shipping specification with the number, weight, dimensions and contents of the packages and all instructions necessary for the proper transport and unloading of the Goods.

2.3. Along with the Goods, the Seller shall provide the following documents (in addition to the documents for the purposes of settlements between the Parties, sent by the Seller by post):

- Shipping specifications including the number, weight, dimensions and contents of the packages, transport requirements
- complete technical documentation necessary for the proper assembly of the Goods at the place of use and correct start-up, operation and maintenance, including, among others, construction drawings and assembly drawings along with the necessary details of the mechanical, control and measurement, electrical parts, etc.,
- material certificates, certificates of analysis, tests and approvals required by the legal regulations in force in the Republic of Poland and in the European Union,
- instructions for proper storage of the Goods.
- any other required documents requested and agreed by Buyer when concluding agreement/order.

2.4. The date of delivery is understood as the date of handing over the Goods to the Buyer at the place specified in the Agreement or the General Terms and Conditions and the Buyer confirming this fact by means of a delivery and acceptance protocol or a document confirming the actual delivery of the Goods (GIN document).

2.5. A change of the delivery date agreed in the Agreement requires the written consent of the Buyer in order to be valid.

2.6. Partial deliveries, unless otherwise stipulated in the Agreement, require the written consent of the Buyer. In the case of partial deliveries, unless otherwise stipulated in the Agreement, the delivery date shall be the date of execution (handing over to the Buyer) of the last partial delivery.

2.7. The Goods will not be considered delivered if all the documents necessary for the shipment, as well as the required documentation and certificates are not delivered to the Buyer in the manner agreed in the Order in such a way that the Buyer can familiarize himself with their content.

2.8. Unless otherwise stated in the Order, in the case of imported Goods, the Seller is responsible for the release of the Goods for circulation in the customs territory of the European Union, in accordance with the applicable regulations and for presenting the Buyer with documents confirming customs clearance, payment of customs duty and VAT on import. It is permissible to include the Seller's statement that the Goods have been cleared and that the Goods are in free circulation within the territory of the EU, that customs duty and import VAT have been paid on the invoice documenting the delivery of the Imported Goods or on the invoice documenting the intra-Community supply of the Goods.

2.9. Unless otherwise stated in the Order, in the case of delivery of the Goods from the European Union, the Seller is obliged to comply with all requirements resulting from the provisions of the European Union law, in particular in the field of INTRASTAT, VAT and excise duty.

2.10. In the case of delivery of the Goods as part of intra-Community triangular deliveries, the Seller, before the date of the first delivery of the Goods, is obliged to send the Buyer information (in written or electronic form) about the intention to use the simplified VAT settlement procedure.

Article III: PAYMENT:

3. Unless otherwise stated in the Order, then:

- the price in the Order is a flat rate and a fixed price,
- the price in the Order is the net price for the Goods or the Goods and Services.

A seller with its registered office in the territory of the Republic of Poland and/or registered in Poland for VAT purposes will add the value added tax (VAT) on the invoices issued by the seller in each case, in accordance with the applicable regulations. A seller with a registered office outside the territory of the Republic of Poland, who is not registered in Poland for VAT purposes, does not charge its domestic value added tax or other tax of a similar nature, the due payment should be made in the form of a bank transfer, within the time limit indicated in the Order, calculated as the number of days from the date of receipt by the Buyer of a properly issued invoice, together with a handover and acceptance protocol signed on both sides or a document confirming the delivery of the Goods, to the Seller's account indicated on the invoice.

- the date of payment should be understood as the date of debiting the Buyer's bank account,

- if the delivery of the Goods or the Goods and Services is not made completely in accordance with Article II of these General Terms and Conditions, the Buyer shall be entitled to withhold payment until the date on which the Seller has fully fulfilled all the obligations constituting the subject matter of the Contract. From this date, the 60-day payment period will be counted, unless the Parties agree otherwise in the Agreement. This does not limit the Buyer's right to enforce the provisions of Articles II and VIII of these General Conditions. If the delivered Goods are found to be damaged, incomplete or otherwise defective after acceptance and unpacking, the Buyer shall be entitled to withhold payment until the Goods are replaced with a defect-free one. In this case, the invoice payment deadline will be counted from the moment of delivery of the goods free from defects.

- in the case of Orders placed to Domestic Sellers in a currency other than PLN. The value to be paid shall be the equivalent of the amount of the currency converted into PLN according to the average exchange rate of the National Bank of Poland of this currency applicable for the last day preceding the date of issue of the invoice, increased by VAT, unless otherwise stated in the Order.

Article IV: VAT AND INVOICE

4.1. A valid invoice, in addition to the statutory requirements, should contain the following data:

- the quantity of the Goods (type of Service) and the net and gross unit prices of individual items. Each item from the Order should be specified on the invoice in the same way as in the Order,
- name, description of the Goods (Goods and Services) or a reference to the relevant items of the specification attached to the invoice,

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- Buyer's Order number, - terms and date of payment counted from the date of receipt of the invoice to BELIN POLAND SP. Z O.O., unless the parties agree otherwise in the Agreement,
- the statement referred to in Article II(2.8) of these Terms and Conditions, unless the statement is a separate document, - additional data resulting from the content of the Order.

4.2. The invoice will be sent:

- in the form of a single-sided print, on uniform paper, preferably white, filled with typewriting, without handwritten entries, unnecessary stamps and dirt; in an envelope marked "INVOICE". To the address: BELIN POLAND SP. Z O.O. ul. Sucholeska 34/36, 60-479 Poznań.

4.3. Pursuant to a separate agreement, the Buyer allows the possibility of receiving invoices in electronic form. Signing the agreement will be tantamount to the Seller's acceptance of sending invoices to the Buyer electronically.

4.4. The Buyer declares that he/she is an active taxpayer of value added tax (VAT) and has a Tax Identification Number (NIP) 7790004437. For intra-community transactions, the Buyer's European Tax Identification Number (VAT-EU number) - PL7790004437.

4.5. The Seller declares that he is an active taxpayer of the value added tax (VAT) and has a Tax Identification Number (NIP), which he will indicate to the Order / or is an exempt taxpayer of the "value added tax" (VAT), which he will confirm before placing the Order. For intra-Community transactions, the Seller is obliged to indicate the European Tax Identification Number (VAT-UE number) in each order.

4.6. The Seller is not allowed to transfer (assign) the receivables related to the remuneration under the Agreement to a third party without the consent of the Buyer expressed in writing under pain of nullity.

4.7. If the Seller is a domestic entity, the Seller is obliged to archive copies of invoices confirming the transaction, constituting the basis for the Buyer to reduce the output VAT by the amount of input VAT on the delivery of the Goods or the provision of Services. In the event of failure to comply with the above requirement or if the copy of the invoice archived by the Seller indicates data different from the data shown on the original provided to the Buyer, is incorrect for formal, legal or material reasons, the Seller is obliged to compensate the Buyer for the entire damage resulting from the determination of the tax liability, together with sanctions and interest imposed on the Buyer by the tax authorities in the amounts resulting from the decision of the tax authority Tax.

Article V: INTELLECTUAL PROPERTY RIGHTS

5.1. The Seller guarantees that there are no applicable patents or other industrial property rights, copyrights, trademarks, and other related rights and know-how of third parties that could be infringed by the Buyer as a result of the use or disposal of the purchased Goods.

5.2. The Seller hereby undertakes to indemnify the Buyer, its board members, directors, managers, employees, representatives in the event of any allegations or reservations of third parties being presented to the Buyer, its board members, directors, managers, employees, representatives in connection with the violation of the above-mentioned rights and to pay all possible costs (including legal fees) and damages awarded to the detriment of the Buyer, provided that the Buyer immediately informs the Seller of such allegations and claims arising therefrom and that the Seller You will have the opportunity and the right to clarify at your expense the allegations and claims and to defend or control the defense against any claims of a third party.

5.3. The Seller grants to the Buyer non-exclusive, royalty free, non-assignable right to use all trademarks, copyrights, design models, and other intellectual property rights pertaining to the appearance of the Goods or their packaging throughout the duration of these Terms and Conditions in the entire world for the purpose of full and unrestricted use of the Goods and Services purchased from the Seller. Remuneration for the grant of these rights to the Buyer is fully included in the price of the Goods and Services.

Article VI: RECEIPT OF DELIVERY

6.1. The Goods should be inspected by the Buyer immediately after receipt, unless due to the intended use of the Goods and the need to store them in a package, the collection will be carried out at a later date specified in the Order. A handover and acceptance report or a document confirming the delivery of the Goods will be drawn up from the receipt of the Goods. The Seller has the right to participate in such collection at his own expense, after informing the Buyer of his intention, no later than on the day of shipment, unless the Order says otherwise. Title over the Goods is conferred to the Buyer upon acceptance of the Goods by the Buyer, and from this moment all the risks are assumed by the Buyer.

6.2. The Seller is responsible for the completeness of the delivery of the Goods in accordance with the shipping specifications and the invoice attached to the Goods. In the absence of any items, they will be provided by the Seller on the basis of the DDP rule "the Buyer's warehouse or other place indicated by the Buyer" in accordance with INCOTERMS®2020, unless the Buyer decides otherwise. The seller agrees to bear all costs resulting from the delivery of the above items.

6.3. Failure to report claims for defects in the Goods in the delivery and acceptance report or the document confirming the delivery of the Goods will not prevent them from being reported later, if these defects became apparent only after the acceptance or the Seller did not inform the Buyer about them, even though the existence of the defects was known to the Seller.

Article VII: FORCE MAJEURE

7.1. Neither Party shall be liable for non-performance or improper performance of the Agreement and for any damage caused by the occurrence of a Force Majeure event.

7.2. The occurrence of a Force Majeure event and its impact on the performance of the Agreement and the occurrence of damage must be demonstrated by the Party invoking Force Majeure and confirmed by the other Party.

7.3. Force Majeure shall be deemed to be all external events which cannot be foreseen at the time of conclusion of the Agreement and which will not be influenced by any of the Parties, in particular hostilities, acts of terror, riots, natural disasters, decisions of state authorities or any other fortuitous event as a result of which chemical or radioactive contamination or poisoning of persons has occurred, immovable property or movable property. The duration of these events will be adjusted accordingly. When this period is more than 3 months, both Parties will agree on new terms of cooperation.

7.4. The Party which is unable to meet its obligations due to Force Majeure shall be obliged to: - immediately notify the other Party of this fact, no later than within 7 days of the occurrence of such event; - provide credible evidence of the above.

7.5. When the Force Majeure ceases, the other Party shall be notified immediately, but no later than within 7 days. Failure to comply with the above requirement will result in the loss of the right to invoke the occurrence of a Force Majeure event.

Article VIII: LIQUIDATED DAMAGES AND WITHDRAWAL FROM THE CONTRACT

8.1. In the event of a delay in the delivery of the Goods or the performance of the Services for reasons other than Force Majeure, one of the following subsections shall apply:

8.1.1. The Seller shall be obliged to pay the Buyer contractual penalties in the amount of 0.5% of the net value (price) of the Goods or Services delivered after the agreed date for each day of delay. Unless the parties agree otherwise, the total amount of contractual penalties for late delivery may not exceed the amount of 30% of the net value (price) of the Goods or the Service delivered late or delayed. In the event that the Goods or Services delivered/performed with delay constitute an integral part of the subject matter of the Agreement, the lack of which prevents the Buyer from using the Goods already delivered, the basis for calculating contractual penalties is the total net value (price) of the Goods or Services.

8.2. In the event of non-performance of the Agreement by the Seller, the Buyer has the right to withdraw (e-mail notification is sufficient) from the Agreement with immediate effect, but no later than within 30 calendar days from the date of occurrence of the event resulting in the non-performance of the Agreement, and to apply jointly or separately the following legal measures:

8.2.1. charge a contractual penalty in the amount of 30% of the value of the undelivered Goods or the Service not provided,

8.2.2. charge the Seller with the costs of the performance of the so-called substitute agreement, performed by a third party. The substitute agreement will be performed as long as the subject of the service is the purchase of specific items marked as to the species or the performance of Services that can be performed by a third party. In such a case, the Buyer, at its sole discretion, will enter into an appropriate contract with a third party, retaining the right to pay the contractual penalty and to remedy the damage resulting from the delay. The Seller hereby undertakes to reimburse the Buyer for the costs of the so-called substitute agreement. The Seller will be required to pay these costs on the basis of a debit note issued by the Buyer. The basis for issuing an accounting note by the Buyer will be an invoice received by the Buyer issued by a third party.

8.2.3. terminate the Agreement without notice.

8.3. In addition, the Buyer may charge the Seller and demand payment of contractual penalties in the event of delay in removing defects found by the Seller upon receipt of the Goods/Service or during the warranty period - in the amount of 0.5% of the net value (price) for each day of delay, counted from the day set for the removal of defects. The total amount of contractual penalties for delays in removing defects found by the Seller upon receipt of the Goods/Services may not exceed the amount of 30% of the net value (price) of the Goods.

8.4. The Buyer reserves the right to withdraw from the Agreement due to the fault of the Seller with immediate effect, in particular in the following cases:

8.4.1. improper performance of contractual obligations by the Seller,

8.4.2. the Seller loses the ability to perform the subject matter of the Agreement,

8.4.3. unjustified delays in the performance of the subject matter of the Agreement caused by the Seller,

8.4.4. failure of the Seller to comply with health and safety regulations and occupational health and safety regulations, applicable on the premises of the Buyer's production plants (applies to the case of performance of the subject matter of the Agreement on the premises of the Buyer's enterprise).

8.5. The rights indicated above do not exclude the Buyer's right to withdraw from the Agreement on the terms provided for in the Civil Code.

Article IX: WARRANTIES

9.1. The Seller warrants that the Goods delivered under the Contract will comply with the specifications, drawings and all other requirements of the Contract and that they will be new, unused, of good quality, suitable and suitable for its intended use in the Agreement, properly designed, made appropriately and of the right material, free from defects, and that they will satisfactorily meet the technological requirements set out in the Agreement.

9.2. The Seller guarantees that the Goods will be made and, if it results from the Agreement, will be assembled/installed in accordance with the applicable legal regulations, health and safety and pose regulations, Polish Standards and regulations of the Office of Technical Inspection / PED and standards in force in the European Union.

9.3. Unless otherwise stated in the Agreement, the guarantee shall be valid for a period of 24 months from the date of signing by the Parties the handover and acceptance protocol or the document confirming the delivery of the Goods or, in the case of delivery of the Goods and Services - the protocol of starting/installing the Goods.

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9.4. The Buyer shall make a complaint about the Goods immediately after discovering the defect of the Goods. Within 7 days of receiving information about the defects, the Seller is obliged to inform the Buyer of the measures taken or measures to be taken, as well as the time needed to remove the defect.

9.5. In accordance with the provisions of this article, the Seller is obliged to immediately repair or replace the Goods or their damaged parts at their own expense, including the costs of disassembly and reassembly, travel and accommodation costs of the Seller's specialists. Items that have been exchanged or are to be exchanged by the Seller will be placed at the disposal of the Seller Ex Works "Buyer's warehouse" or other place indicated by the Buyer (INCOTERMS®2020). New items are to be delivered on the basis of the DDP rule "Buyer's bet or other place indicated by the Buyer" (INCOTERMS®2020).

9.6. If it is necessary to inspect the Seller before taking action to repair or replace it, the Seller is obliged to carry it out at its own expense in the shortest possible time, but no later than within 3 working days (excluding Saturdays) from the receipt of the complaint and after informing the Buyer.

9.7. If the quality complaint of the Goods submitted by the Buyer is not accepted by the Seller, then the results of the analysis of the Goods carried out by an independent laboratory, selected by both Parties, will be binding and final. The Buyer will bear the costs of such analyses only if the analysis of an independent laboratory shows that the defect in the Goods was not caused by causes inherent in the Goods sold or for other reasons for which the Seller is responsible. In the event that the analysis of an independent laboratory does not show the reasons for the defect of the Goods, the costs of the analysis will be borne by the Party in half. In other cases, the costs of the analysis will be borne by the Seller.

9.8. The Buyer also has the right to carry out repairs and replacement of parts on his own or with the help of another party, if the repairs are minor or necessary to avoid further damage or must be carried out immediately for another important reason. The condition for the application of the provision of the preceding sentence is prior notification to the Seller.

9.9. If the Seller, being informed about the defect, does not take immediate steps to remove it within the time limit set by the Buyer, the Buyer has the right to take all necessary actions to remove the damage at the expense and risk of the Seller. However, this will not relieve the Seller of its contractual obligations.

9.10. The Seller's warranty for the Goods or part thereof that has been repaired or replaced in accordance with this article shall be extended for a further 24 months counted from date 3 of the repair/replacement.

9.11. The warranty does not exclude the Buyer's rights under the warranty for physical or legal defects of the Goods or the Goods and Services.

Article X: SERVICES

10.1. The contract for the supply of Goods may also include an obligation to perform the Services, which in particular are provided by the Seller on the premises of the Buyer's enterprise. Unless otherwise stated in the Order, it is assumed that: - The value (price) of the Services will be included in the price of the Goods resulting from the Order. - All ancillary costs associated with the Services provided by Vendor, such as accommodation, travel, insurance of Vendor personnel, etc., will be borne by Vendor.

10.2. In the case of Foreign Sellers, the Buyer has the right to deduct from the amount of payment for the Services paid to the Seller the amount of Polish income tax (hereinafter: "withholding tax"), if the Buyer is obliged to collect it under the provisions of Polish law. In order to apply the exemption or reduced withholding tax rate provided for in the relevant and applicable double taxation treaty concluded between Poland and the country of the Seller's registered office (tax residence), the Seller, together with the first invoice, but no later than 5 business days before the deadline for payment of the first receivable, is obliged to provide the Buyer with the original or a notarized copy of its valid certificate of residence (i.e. a certificate of the Seller's registered office for income tax purposes, issued by the competent tax administration authority). Failure of the Seller to provide the certificate of residence within the deadline specified in the preceding sentence shall entitle the Buyer to deduct from the amount of the payment made to the Seller the amount of withholding tax in the amount specified by the provisions of the Polish tax law.

10.3. In the case of Foreign Sellers who are not income tax payers (in particular partnerships), in order to apply the exemption or reduced withholding tax rate provided for in the relevant and applicable double taxation treaty, the Foreign Seller is obliged to present the original or a notarized copy together with the first invoice, but no later than 5 business days before the due date of the first receivable certificate of residence of each partner/partner. Failure of the Seller to provide the certificate(s) of residence within the deadline specified in the previous sentence shall entitle the Buyer to deduct from the amount of the payment made to the Seller the amount of withholding tax in the amount specified by the provisions of the Polish tax law. A foreign seller who is not an income tax payer must also submit a list of all partners entitled to the above-mentioned payments by the same deadline with an indication of the key for the allocation of the above-mentioned payments to individual partners/partners.

10.4. In the case of each subsequent payment to the Seller, the Buyer shall apply the exemption or reduced withholding tax rate provided for in the relevant and applicable double taxation treaty only if the Buyer has the original valid certificate of residence of the Seller (in the case indicated in section 10.2) or the originals of valid certificates of residence of its partners/partners (in the case indicated in section 10.3).

10.5. The "valid certificate of residence" referred to in paragraphs 10.2, 10.3 and 10.4 above shall be understood (depending on the type of certificates issued by the country of establishment of the Seller or its partners/partners): - a certificate issued for the calendar year in which the payment deadline expires, or - a certificate whose validity period includes the due date, or - a certificate issued no earlier than 12 months before

the due date, if it has not been issued for a specific calendar year or does not include an expiration date in its content.

10.6. In the event of a change in the data indicated in the certificate(s) of residence provided by the Seller held by the Buyer (e.g. change of the Seller's name, address of its registered office, etc.), the Seller shall immediately (but no later than before the next payment date) provide the Buyer with a valid(s) certificate(s) of residence with updated data.

10.7. The Buyer accepts that the data presented in the certificate of residence provided by the Foreign Seller are correct, up-to-date and true, and that the certificate itself has been issued in accordance with the relevant provisions of law and by an authority authorized to do so. In the event that, as a result of any defects, errors, omissions or inaccuracies of the data presented in the certificate, the Buyer will be obliged to tax withholding tax on the above-mentioned payment or pay withholding tax in an amount higher than that collected from the foreign Seller, or any penalties, interest, sanctions, etc. will be imposed on the Buyer. Resulting from withholding tax collection in an amount lower than due or failure to collect tax despite such an obligation, the foreign Seller shall reimburse the Buyer for the equivalent of this tax and the equivalent of any penalties, interest, sanctions, etc. imposed on the Buyer by the tax authorities.

10.8. If the law indicates the Buyer as the entity obliged to settle VAT, then the Foreign Seller, having its registered office outside the territory of the Republic of Poland, must include the following annotation on the invoice documenting the provision of the Service: "reverse charge". The buyer will settle the VAT in accordance with the above-mentioned procedure.

10.9. The Buyer declares that the Services provided by the Seller having its registered office outside the territory of the Republic of Poland are not purchased for the personal purposes of the Buyer's employees and that these Services are purchased for the registered office (permanent place of business) of the Buyer located in the territory of Poland.

10.10. The confirmation of the Service provided by the Seller is the handover and acceptance protocol. The provisions of Article VI shall apply mutatis mutandis.

10.11. The Seller is obliged to provide personnel with appropriate qualifications for the proper and timely performance of the Service.

10.12. The Seller is obliged to obtain the written consent of the Buyer to entrust the performance of the Services to a subcontractor. A breach of this obligation by the Seller and entrusting the performance of the Services to a subcontractor to which the Buyer has not consented shall constitute a serious breach of the provisions of the Agreement and shall entitle the Buyer to withdraw from the Agreement due to the fault of the Seller. This right may be exercised until the expiry of the delivery period indicated in the Order.

10.13. In the event that the performance of the Service requires cooperation between the Seller's and the Buyer's personnel, the Seller is responsible for the correctness of the tips and instructions issued by its staff. Major installation/service instructions should be given by Dealer personnel in writing.

10.14. Unless the Parties agree otherwise in the content of the Order, the Seller shall be fully liable for damages and losses resulting from the actions of the personnel providing the Services, as well as those resulting from improper instructions and instructions provided by the Seller's personnel.

10.15. The Seller ensures that the Services provided by the Seller are performed properly and in accordance with the content of the Agreement. If any defects are found within 24 months of the performance of the Service, the Seller is obliged to remove them immediately at its own expense. For defects in the Service, the result of which is to be a specific result, the Seller is liable under the warranty as the person accepting the order in the contract for specific work.

10.16. The Seller is obliged to fully insure its employees for the duration of the Service on the premises of the Buyer. The Seller also assumes the risk, all possible consequences and claims related to: - accidents of the Seller's personnel occurring during the performance of the Service, - damage and losses caused by the Seller's personnel suffered by third parties, - damage or destruction of tools and other equipment owned or at the disposal of the Seller or its personnel.

10.17. The Seller is obliged and bears responsibility for completing all formalities, notifying the competent administrative authorities, obtaining all necessary permits and paying all taxes and social security liabilities related to the employment of the Seller's personnel to perform the Services on the premises of the Buyer.

10.18. The Seller's personnel are obliged to comply with the regulations in force on the premises of the Buyer's company.

10.19. To the extent not regulated by this Article, the provisions of these General Conditions for the supply of Goods shall apply accordingly to the Services.

Article XI: LIABILITY

11.1. The Seller undertakes to indemnify the Buyer from any obligation to provide any benefit to third parties for any personal or environmental damage caused by the Goods or in connection with their use as a result of defects inherent in the Goods or the Services provided.

11.2. In the event that the damage caused to the Buyer as a result of the Seller's breach of the Agreement is higher than the amount of the stipulated contractual penalties for this breach, the Buyer has the right to seek compensation in this respect on the general terms set out in the Polish generally applicable law.

11.3. In the event of imposing contractual penalties on the Seller stipulated in the Agreement or causing damage to the Buyer, the Seller shall be obliged to pay them by

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bank transfer within 14 days from the date of issuance of the accounting (debit) note by the Buyer. The Buyer also has the right to deduct from the amount of the payment under the Agreement the amount corresponding to the amount of contractual penalties due or the amount of compensation. The buyer will issue a debit note for the amount of contractual penalties, which is the basis for the deduction.

11.4. The Seller shall be liable and shall cover harm done to the Buyer as a result of non-delivery of the accepted Purchase Order. The liability implies but shall not be limited to fines imposed to the Buyer by its retail partners and customers.

Article XII: PROTECTION OF INFORMATION (TRADE SECRETS)

12.1. The Seller undertakes to keep confidential information provided directly or indirectly by the Buyer (in any form, i.e. in particular oral, written, electronic), as well as information obtained by the Seller in any other way in the course of mutual cooperation, including in connection with the conclusion and performance of this agreement, which information relates directly or indirectly to the Buyer, companies from the Buyer's Capital Group or their contractors, including the content of this Agreement. The Parties agree that any technical, technological, organizational or other information of economic value, not disclosed to the public, provided by or on behalf of the Buyer or otherwise obtained by the Seller in the course of negotiating, concluding and performing this agreement should be treated as a trade secret within the meaning of Article 11(2) of the Act of 16 April 1993 on combating unfair competition (Journal of Laws of 2018, item 1637 as amended, (hereinafter referred to as "Trade Secret"), unless at the time of transfer, the transferor specifies in writing or in electronic form a different nature of such information than specified above.

12.2. The obligation to keep the information referred to in clause 12.1 above confidential also extends to the Seller's employees and other persons, including in particular auditors, advisors and subcontractors to whom the Seller makes such information available. The Seller is obliged to oblige the above-mentioned persons in writing to protect the Trade Secret on terms and conditions at least as specified in this agreement. The Seller bears full responsibility for the acts or omissions of persons who have gained access to the Trade Secret, including the liability referred to in section 12.6 below.

12.3. At each request of the Buyer, the Seller is obliged to send the Buyer a list of persons and entities who have gained access to the Trade Secret through the Seller. Failure to comply with the obligation referred to in this paragraph shall be treated as an unauthorized disclosure of the Trade Secret resulting in the liability referred to in section 12.6 below.

12.4. The obligation to keep the information confidential is binding during the term of this agreement as well as for a period of 6 years after its termination, expiration or repeal or nullification of legal effects. If, despite the expiry of the period of protection of the Trade Secret indicated in the previous sentence, the information is still subject to protection based on internal regulations or decisions of the Buyer or on the basis of specific provisions of law, the Buyer notifies the Seller in writing about the extension of the protection period by an additional period indicated by the Buyer (but not longer than 10 years), to which the Seller hereby agrees. The notification referred to in the above sentence shall be made before the expiry of the 6-year period of protection referred to in the first sentence of this paragraph, but no later than 10 business days before the end of the above obligation. The parties agree that the obligation described in this paragraph shall survive any termination, expiration, or waiver or nullification of the legal effects of this agreement.

12.5. No later than within 3 working days after the expiry of the protection period referred to in section 12.4 above, the Seller and any persons to whom the Seller has transferred the Trade Secret are obliged to return to the Buyer or destroy any materials containing it.

12.6. In the event of unauthorized use, transfer or disclosure of a Trade Secret by the Seller, the Buyer is entitled to demand from the Seller the payment of a contractual penalty in the amount of 10% of the net value of the agreement for each case of unauthorized use, transfer or disclosure of the above-mentioned information. Payment of the contractual penalty indicated above does not limit the Buyer's right to seek compensation from the Seller on general terms, if the amount of damage suffered exceeds the amount of the contractual penalty stipulated in this agreement. The above does not exclude in any way other sanctions and rights of the Buyer specified in the provisions of law, including the Act of 16 April 1993 on combating unfair competition (Journal of Laws of 2018, item 1637, as amended).

12.7. In the event that during the performance of this agreement, it is necessary to access or transfer to the Seller, in any form, information constituting the Company Secret of BELIN POLAND SP. Z O.O. understood as a particularly protected type of Buyer's Trade Secret, in respect of which special actions have been taken in the Buyer's internal files in order to keep it secret and the use, transfer or disclosure of which to an unauthorized person significantly threatens or violates the interests of the Buyer, the Seller undertakes to immediately conclude with the Buyer, before receiving and commencing the processing of such information, a separate agreement, consistent with the internal files of the Buyer, the subject of which will be the terms and conditions of protection of the Secret of BELIN POLAND SP. Z O.O.

Article XIII EXTERNAL COMMUNICATION

13.1. The Seller undertakes to obtain the prior written consent of BELIN POLAND SP. Z O.O. to place the company's name, trademark or logo of BELIN POLAND SP. Z O.O. on its website, list of contractors, brochures, advertising and any other advertising and marketing materials. In this case, the Seller undertakes to submit to BELIN POLAND SP. Z O.O. together with the application for consent, the draft materials in which such data would be included.

13.2. The Seller also undertakes to obtain the prior written consent of BELIN POLAND SP. Z O.O. to provide the mass media such as press, radio, TV, Internet with any information regarding the Order. In this case, the Seller undertakes to submit to BELIN

POLAND SP. Z O.O. together with the request for consent, the content of the information to be used in the mass media.

13.3. In the event of non-performance or improper performance of the obligations specified in this paragraph, the Buyer is entitled to charge a contractual penalty in the amount of PLN 100,000 (in words: one hundred thousand zlotys) for each case of breach. Payment of the contractual penalty referred to above does not limit the right of BELIN POLAND SP. Z O.O. to seek supplementary compensation on general terms, if the amount of damage suffered exceeds the stipulated amount of the contractual penalty.

Article XIV: PROTECTION OF PERSONAL DATA

14.1. The administrator of personal data provided in connection with the conclusion and implementation of the Contract / Order of BELIN POLAND SP. Z O.O., Sucholeska 34/36, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS number 0000856758, share capital PLN 10,120,000.00 – paid in full; NIP 779-00-04-437, REGON 630540295 (hereinafter: BELIN POLAND SP. Z O.O.).

14.2. To contact the Personal Data Protection Administrator - at BELIN POLAND SP. Z O.O. The following e-mail address is used: biuro.poznan@gemagagroup.com

14.3. The Seller's personal data is processed for the following purposes: a. taking steps to conclude and perform a contract to which the Seller is a party, b. servicing, pursuing and defending in the event of mutual claims.

14.4. Legal basis for processing by BELIN POLAND SP. Z O.O. The purpose indicated in section 14.3 above is: a. to take steps to conclude and perform a contract (in accordance with Article 6(1)(b) of the GDPR) to which the Seller is a party; b. fulfilling legal obligations (in accordance with Article 6(1)(c) of the GDPR) related to the payment of taxes, including keeping and storing tax books and documents related to keeping tax books and storing accounting documents. The legal basis for data processing are legal obligations arising from tax regulations (Tax Ordinance, Value Added Tax Act, Corporate Income Tax Act) and accounting regulations (Accounting Act). c. legitimate interest of BELIN POLAND SP. Z O.O. (in accordance with Article 6(1)(f) of the GDPR) - for the purpose of servicing, pursuing and defending in the event of mutual claims;

14.5. The Seller's personal data may be disclosed by BELIN POLAND SP. Z O.O. entities cooperating with it (recipients) on the basis of agreements concluded by BELIN POLAND SP. Z O.O. agreements, in accordance with the provisions of law in the field of personal data protection, in particular entities providing invoicing, settlement of receivables, delivery of correspondence and parcels, legal, debt collection, archiving, as well as companies from the BELIN POLAND SP. Z O.O., as well as entities authorized to receive data on the basis of legal provisions.

14.6. The Seller's personal data is processed for the duration of the agreement, as well as until the expiry of mutual claims arising from this agreement.

14.7. Providing personal data was and is voluntary, but necessary to conclude and perform the contract.

14.8. The Seller has rights related to the processing of personal data: - the right to access the content of your data,
- the right to rectify and delete them,
- the right to restriction of the processing of personal data,
- the right to data portability,
- the right to object.

14.9. The Seller has the right to lodge a complaint with the President of the Personal Data Protection Office.

Article XV: FINAL PROVISIONS

15.1. In matters not regulated by the Agreement, the provisions of Polish law, in particular the Polish Civil Code, shall apply, while in the Agreements with entrepreneurs having their registered office outside the territory of Poland, the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April 1980 - to the extent not excluded by the provisions of the Agreement, additionally the provisions of this Convention shall apply without reference to the conflict of law provisions.

15.2. Any disputes arising from the Agreement, in particular related to its conclusion, breach, expiration, termination and cancellation, shall be resolved by a common court having jurisdiction over the registered office of the Buyer.

15.3. Unless otherwise provided by mandatory provisions, all conditions, amendments and additions to the Agreement shall be valid only after their confirmation in writing by both Parties, otherwise they will be null and void.

* applies to Sellers who are natural persons, including those conducting business activity subject to entry in the Central Register and Information on Economic Activity, also as partners in a civil partnership.