

Certified translation from Polish

GENERAL TERMS AND CONDITIONS OF BUSINESS
of 10.09.2018

§ 1

/Area of Application/

- 1.1. These General Terms and Conditions of Business (hereinafter referred to as "GTCB") shall apply to all agreements concluded by GRAWER with the Ordering Party having as its object a delivery within the meaning of GTCB and shall form an integral part of these agreements.
- 1.2. A delivery agreement may be concluded on terms and conditions other than those laid down in these GTCB, however, any arrangements derogating from GTCB, in order to be valid, shall require a written form.
- 1.3. Any provisions defining the situation of the parties differently than it is done based on these GTCB shall be deemed null and void, including as a result of the acceptance of an offer with reservations, with additional provisions or in response to an offer.
- 1.4. GRAWER may agree to accept an offer with reservations or taking into account additional provisions defining the situation of the parties differently than in GTCB. This consent must be explicit and made in writing, under pain of nullity.
- 1.5. In business relations between GRAWER and the Ordering Party, GTCB shall be of an exclusive nature both with regard to offers and arrangements for offers.
- 1.6. At the time of granting order to GRAWER, the Ordering Party shall accept GTCB. It is sufficient that the Ordering Party expresses its consent to GTCB with one order, so that deliveries in the following period may be executed based on GTCB (it is not necessary to give a separate consent for each order).

§ 2

/Definitions/

For the purposes of these GTCB, the following definitions shall apply:

- 2.1. GRAWER - Andrzej Włoch, running a business under the name of Andrzej Włoch Grawer Polska

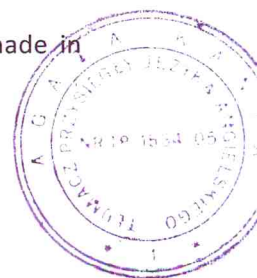


- with its registered office in Poznań, Tax Identification Number: 7821018298,
- 2.2. Ordering Party - the other party to the agreement concluded with GRAWER,
 - 2.3. Party - GRAWER or the Ordering Party,
 - 2.4. Agreement - any legal action with delivery as its object between GRAWER and the Ordering Party based on these GTCB,
 - 2.5. Delivery / Order – the subject matter of the agreement between the parties,
 - 2.6. Price - the price specified in the agreement between the parties, as approved by GRAWER,
 - 2.7. GTCB - these General Terms and Conditions,
 - 2.8. Force Majeure - events and actions independent of GRAWER, impossible to foresee and prevent by GRAWER, beyond the control of GRAWER, including events and situations caused by actions and/or omissions of the persons with whose assistance GRAWER performs the relevant agreement (e.g. subcontractors) and to whom the delivery that affects the performance of the Agreement has been entrusted. For instance, transport disruptions; strikes; road traffic bans; failures resulting from the plant destruction; failures of necessary machines; epidemics or pandemics causing staff shortages; events and activities of attributable to GRAWER's subcontractors or couriers.
 - 2.9. Confidential Information - any information, materials and data, in particular of economic, commercial, technological, technical and organizational nature, directly or indirectly referring to any Party, not revealed to the public, the disclosure of which compromises or could compromise the interests of the Party to whom the above information, materials and data refer.

§ 3

/Conclusion of an Agreement/

- 3.1. An agreement shall be concluded exclusively on the basis of:
 - 1) acceptance of GRAWER's offer by the Ordering Party without reservations,
 - 2) acceptance of the Ordering Party's order by GRAWER, confirmed by GRAWER's declaration of acceptance of an order for execution under certain conditions, submitted to the Ordering Party in documentary form under pain of nullity,
 - 3) signature of an agreement by the parties in a written form, following prior negotiations,
 - 4) commencement of the order execution by GRAWER with no objections on the part of the Ordering Party.
- 3.2. All changes, additions and updates of the agreement in order to be valid must be made in writing.



- 3.3. All data and information, such as drawings, illustrations, weight and dimensional data or any and all of those attached in catalogues, prospectuses, offers, etc., and moreover, information showing suitability for a specific purpose with particular reference to performance information shall be binding only to the extent indicated as such.
- 3.4. The information and data on the basis of which GRAWER implements the object of the agreement shall not constitute a quality guarantee in the understanding of generally applicable laws.
- 3.5. In the performance of the agreement, GRAWER shall take into account exclusively the data and information referring to the object of the agreement and used for its implementation provided to GRAWER by the Ordering Party in any form. GRAWER shall treat such information and data (statements of will or knowledge) as true and shall not verify them. Thus, GRAWER shall be released from liability for any possible damage caused as a result of submitting declarations by the Ordering Party that are in conflict with the state of facts, as well as due to non-performance or improper performance of the agreement.

§ 4

/Obligation to Protect the Rights of GRAWER/

- 4.1. All project documentation provided by GRAWER in the performance of the relevant agreement to the Ordering Party, including visualisations, drawings and letters, shall be protected by copyright. This documentation cannot be made available to any third parties. GRAWER shall have the right to demand the return of the provided documentation, and the Ordering Party shall be then obliged to immediately return it.
- 4.2. Designs, visualisations and tools made by GRAWER in the course of performance of the agreement or made available to the Ordering Party shall be owned by GRAWER.
- 4.3. The items referred to in paragraph 4.2 together with the documentation referred to in paragraph 4.1 shall constitute the trade secret of GRAWER.
- 4.4. The Ordering Party hereby undertakes not to reproduce, use or disclose to third parties any commercial information provided to it by GRAWER, in particular for any purpose other than related to the performance of the Agreement.
- 4.5. At the request of GRAWER, the Ordering Party undertakes to return, any and all documents and items which came into its possession during the performance of the agreement, including copies, if any. The Ordering Party shall be obliged to immediately return the said documents and items in case the order is not executed. In the above scope, the Ordering Party shall not be entitled to the right of retention, unless law provisions in this respect are mandatory in nature:

