

GENERAL TERMS AND CONDITIONS OF SALE OF INVESTA SP. Z O. O. WITH ITS REGISTERED OFFICE IN GDANSK

(VERSION 1.0)

I. General provisions and scope of application.

1. These General Terms and Conditions of Sale define the terms of concluding agreements on sale of goods by Investa Spółka z ograniczoną odpowiedzialnością with its registered office in Pruszcz Gdański (as the seller) and constitute an integral part of such agreements (hereinafter referred to as the **agreement** or **sale agreement**). They are applicable to agreements concerning deliveries, services, orders or contracts for specific work concluded by Investa Sp. z o.o., which cover goods or services offered by Investa Sp. z o.o.
2. For the purposes of these General Terms and Conditions of Sale, the following definitions shall apply:
 - 2.1. **GTCS** – these General Terms and Conditions of Sale of Investa Sp. z o.o. according to the latest content updated via the website and places where these GTCS are made available;
 - 2.2. **Seller** – Investa Sp. z o.o. ul. Zastawna 27, 83-000 Pruszcz Gdański, entered into the Companies Register of the National Court Register under the no. 0000226221, the documentation of the company is kept at the District Court Gdańsk-Północ in Gdańsk, 7th Economic Division of the National Court Register, NIP: 5840253645, REGON: 008008662;
 - 2.3. **Buyer** – a natural or legal person or another organisational unit without legal personality purchasing, on its own behalf, the Goods offered by Investa Sp. z o.o. and conducting business;
 - 2.4. **Goods** – items – parts, materials or equipment – offered for sale with services or services themselves included in the Seller's commercial offer;
 - 2.5. **Force Majeure** – an extraordinary, external and unpreventable event that could not be avoided even with maximum due diligence of the Parties, recognised as force majeure by the Seller in accordance with point V.5 of the GTCS;
 - 2.6. **Seller's Premises** – a factory, warehouse or another place of the Seller's business or place of sale of its Goods.
3. The GTCS shall be made available to the Buyer on the Seller's website (www.investa.pl) in a manner allowing to store and reproduce the template in the ordinary course of operations, as well as in writing at the Seller's premises. The acceptance of the GTCS takes place in any way, including by entering into the contract, but it concerns the entirety of the GTCS.
4. The acceptance by the Buyer of the GTCS at one order shall be deemed acceptance for all other orders and contracts.
5. The Parties exclude application of the Buyer's standard contracts (in particular general terms, contract templates, order templates, regulations). Other commercial terms and conditions proposed by the other party may be valid only if they are accepted in writing by the Seller and only to the extent that they are in accordance with the GTCS (in any case, no conditions contrary to or inconsistent with the GTCS are applicable).

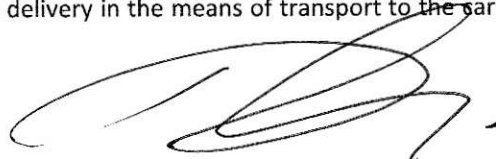
6. The Buyer is obliged to inform the Seller of any changes in its data disclosed in the agreements (in particular regarding the address), otherwise the letters and VAT invoices sent to the last indicated address shall be deemed effectively delivered (using the presumptions resulting from the provisions of the Code of Civil Procedure).

II. Orders.

1. The Agreement shall be effective as of the moment of placing the order in response to the Seller's offer (written, as well as submitted by fax or e-mail), and in the event of discrepancies between the offer and the order, upon written confirmation by the Seller of the order placed by the Buyer. The written form shall also mean placing an order and confirmation of its acceptance by fax or e-mail. Placing an order by the Buyer is tantamount to acceptance of the GTCS. Orders placed orally, including by telephone conversation, must be confirmed in writing, by fax or e-mail, unless they are taken into account by the Seller.
2. By accepting an order, the Buyer confirms that they know the marking of the Goods used in the offer and that they know the technical parameters of the ordered Goods. Declarations, attestations and other similar documents shall be provided only if it is established in the contract and the Buyer may be charged for the service of their provision. The Seller may use the so-called theoretical weight conversion factor in accordance with which the weight of goods is determined on the basis of weights specified by the Seller in the relevant standards.
3. Any documentation prepared by the Seller, including drawings, cost estimates, offers, etc. may not be made available to third parties without the Seller's consent and are intended solely for the purpose of concluding a specific contract.
4. If, after the Buyer's placing an order and its written confirmation by the Seller, the financial situation of the Buyer deteriorates markedly or significant circumstances previously unknown to the Seller are revealed, causing performance of the contract to be threatened, the Seller has the right to withdraw from the Agreement in whole or in part and to seek reimbursement of the incurred costs. In such a case, the Buyer shall have the right to claim compensation only to the extent that the damage was caused by wilful misconduct of the Seller.

III. Prices and terms of payment.

1. The prices of the Goods sold, specified in the Seller's price lists, may be changed by the Seller at any time, subject to section 2.
2. The price determined by the Parties in the order placed must be confirmed by the Seller in the order confirmation. The price shall be expressed in Polish zlotys unless otherwise stipulated by the Seller. VAT shall be added to the prices according to the rates applicable on the day of delivery of the Goods.
3. The Seller's right to demand payment of the price specified in the VAT invoice shall arise upon handover of the Goods to the Buyer or its delivery in the means of transport to the carrier,



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provided that the transport is carried out to the place indicated by the Buyer. The payment date shall be determined on a case-by-case basis and shall be calculated according to the date indicated on the VAT invoice. The payment date shall be the date on which the receivables are transferred to the Seller's bank account or the day of payment of cash to persons authorised by the Seller.

4. If the Buyer exceeds the payment deadline for delivered or provided Goods or due to other applicable receivables, the Seller shall have the right to suspend subsequent deliveries or put into immediate maturity the payments resulting from all VAT invoices issued to the Buyer.
5. The Buyer shall not have the right to make a statement on deduction of any amounts due (other than those which are not subject to mandatory provisions of generally applicable law), providing in any case that the right to deduct amounts related to the conclusion and performance of the agreement shall be excluded.
6. The Seller has the right to deduct other receivables and liabilities, in accordance with the provisions of the Civil Code.
7. Filing by the Buyer of a complaint does not authorise the Buyer in any case to refuse payment to the Seller at due dates.
8. In the event of a delay in making payments by the Buyer, the Seller shall be entitled to charge interest in the amount of the currently applicable maximum interest specified in Article 359 § 2¹ of the Civil Code, i.e. four times the rate of the lombard loan rate of the National Bank of Poland on a yearly basis, without additional summons.

IV. Reservation of title.

1. The Seller reserves the right to ownership of the Goods until the full price has been paid.
2. In the event of a delay in payment exceeding 90 days, the Seller shall have the right to withdraw from the agreement and demand payment of a contractual penalty in the amount of 100% of its value (which does not exclude the right to claim supplementary compensation on general terms of civil law). If the value of the Goods has decreased with respect to the sale price, including if it was worn or damaged, the Seller may also demand compensation, including reimbursement of costs incurred in respect of the activities performed at handover of the Goods sold.
3. Upon the initiation of bankruptcy or composition proceedings with respect to the Buyer, the Buyer is obliged to mark the Goods in a manner indicating the existence of a reservation of title to the Seller. In the case of seizure of the Goods being the property of the Seller in the course of enforcement proceedings directed to the Buyer's assets, the Buyer is obliged to immediately notify the Seller of this fact and cooperate with the Seller in the exercise of its rights in relation to the entity conducting the seizure of the Goods as part of all available means. At the Seller's request, the Buyer is obliged to immediately provide all information concerning the Seller's Goods and, in particular,

indicate their location. The Seller shall be entitled to inspect the manner of storing the Goods at the place where they are located, as well as to collect the Goods, if its ownership right would be threatened by someone else's action or omission.

V. Conditions for acceptance, delivery and release of the Goods.

1. The Goods shall be delivered by the Seller by leaving them at the Buyer's disposal in the Seller's Premises and their acceptance shall take place at the moment of placing it at the Buyer's disposal at this place (if, pursuant to the agreement, the Goods are to be delivered to a place other than the Seller's Premises, the goods will be placed at the disposal of the carrier/Buyer).
2. The Buyer is obliged to collect the ordered Goods within the deadline confirmed by the Seller or immediately after the notification of readiness for release. In the event of a delay in acceptance, the Buyer may be charged with storage costs, subject to other rights of the Seller. The Goods may be stored by a third party at the Buyer's expense and risk, and the place of receipt of the Goods may be changed in such a situation.
3. The Seller shall make every effort to ensure that the Goods are properly packed and delivered in the time specified in the order. The deadline for completion of the order specified by the Seller in offers is the estimated period and may be postponed. The Seller is bound by the execution date only if it confirms it clearly in a separate final statement, after the advance payment of no less than 30% of the order value.
4. The Buyer is obliged to collect the ordered Goods within the time limit specified in the order confirmation by the Seller. If no arrangements are made, the delivery or acceptance of the Goods shall be made within the time limit convenient for the Seller.
5. If the Seller's inability to perform the service resulted from the Force Majeure, the Buyer shall not be entitled to any claims for redress of damage resulting from non-performance or untimely performance of the agreement/order, of which the Seller shall inform the Buyer. Force Majeure events include, but are not limited to, interruptions of the plant's operation not attributable to the Seller, subcontractors' failure to meet deadlines, shortages of raw material, limitations caused by decisions state authorities, natural disasters, strikes, etc. The Seller is obliged to immediately notify the Buyer of the events that caused the inability to perform the order and to present a new deadline for performance of the order.
6. By accepting the Goods constituting the subject matter of the Agreement, the Buyer declares their compliance with the agreement, apart from the specific defects described in the protocol prepared on handover of the Goods (which does not apply to the situation when using the Goods after the detection of the defect). Such protocol shall be immediately handed over to the Seller, which undertakes to analyse the complaint and, in the case of its validity, to repair or deliver the Goods free of defects within 14 days. Defects which could not have been noticed upon receipt of the Goods must be

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reported no later than within 3 days from the date of order completion.

7. The Seller shall be liable for accidental damage or loss of the Goods until their release from the warehouse. If the Parties have agreed on different terms and conditions of delivery, the risks indicated in the preceding sentence shall be transferred to the Buyer at the moment of handing over the Goods to the Buyer or the person authorised by the Buyer. The person authorised to collect the Goods is defined specifically as a person present at the place of delivery, holding a confirmation of conclusion of the Agreement, VAT invoice issued by the Seller of the Buyer's seals.
8. In any case, the Buyer bears the risk of accidental loss or damage to the Goods during the period between their provision and transfer of ownership of the Goods to the Buyer.
9. If the Goods are delivered via a shipping (transport) company, the Buyer is obliged to examine the condition of the packaging of the consignment in order to determine whether the object of the agreement and its packaging have not been damaged. In the event of damage, the Buyer is obliged to draw up an appropriate acceptance report of the consignment in the presence of an employee of the forwarding (transport) company, under pain of considering that the packaging or the Goods have not been damaged until they are handed over to the Buyer.
10. In the event of damage to the Goods during transport, the Seller must be notified of the fact immediately and the acceptance report with the description and justification of the objections raised should be sent to the Seller.
11. Under no circumstances shall the Seller be liable for any delay in delivery not attributable to the Seller (in particular, the Seller shall not be liable for the delay caused by reasons attributable to the Buyer or the forwarding / transport company).
12. The place of performance of the agreement (delivery) shall be the Seller's Premises, and if the place of delivery of the Goods by the Seller has been agreed otherwise, it shall be understood that the delivery occurred at this place inside the means of transport at the moment indicated in section 1, unless the agreement provides otherwise (to avoid any doubt, it is confirmed that performance of the agreement at this moment is tantamount to delivery). The Seller may, based on the agreement, leave the Goods at the Buyer's disposal at the agreed place (including in the Seller's warehouse), which shall be tantamount to delivery of the Goods and performance of the agreement (a template agreement on handing over the Goods to the Buyer constitutes an appendix to the agreement).
13. If, pursuant to the Agreement, the Goods are to be delivered at a place other than the Seller's Premises, the Buyer is responsible for unloading of the Goods, bears the costs of unloading and the associated risks, and shall also provide the equipment and labour force necessary for unloading the Goods at its own expense.

14. If, pursuant to the Agreement, the Goods are to be delivered by leaving them available for the Buyer at the Seller's Premises, unless the Parties agree otherwise, the Buyer is responsible for loading and transporting the Goods, bears the costs of loading and transport and the related risk, as well as provides assistance of the equipment and labour force necessary to load the Goods at its own expense. In such a case, if the release of the Goods requires entry of the Buyer or persons acting on their behalf to the Seller's Premises, the Buyer or persons acting on their behalf are obliged to comply with the instructions (including the Instructions for the Customers who collect the goods themselves at the premises of Investa sp. z o.o.) and the OHS rules in force at the Seller's Premises. The Seller reserves the right to refuse to let people who fail to comply by the binding OHS rules into the Seller's Premises, and therefore also the right to refuse handover of the Goods. In such a case, the Buyer shall not be entitled to any claims on this account.

15. If the Goods are not delivered within the time limit originally agreed, the Buyer shall not be released from the obligation to collect the Goods at another time, and if the Goods cannot be collected for reasons attributable to the Buyer, this results in maturity of all amounts due as if the Goods were actually received.

VI. Warranty. Non-compliance of the Goods with the agreement, complaints.

1. The Seller shall ensure that the Goods comply with the provisions of law in force in the territory of Poland and may be used without any interference if used in accordance with their intended purpose under normal climate and weather conditions for the territory of central Poland without the influence of harmful external factors.
2. The Buyer or the person receiving the Goods on their behalf are obliged to examine the Goods in quantitative and qualitative terms at the moment of their provision by the Seller or the carrier or at the moment of handing them over to the carrier provided by the Buyer.
3. If at the moment of their receipt, the Goods are found to be inconsistent in quality or quantity with the agreement, the Buyer shall record this fact on the copy of the delivery document intended for the Seller and immediately, but no later than within 3 days, notify the Seller in writing of the inconsistencies found, under pain of losing the warranty rights. If a defect is reported, the Buyer is obliged to secure the Goods intact, in particular they are obliged to refrain from installing or processing the defective Goods until the Seller has examined the complaint, under pain of losing the right to submit any claims against the Seller, including in particular claims under the warranty.
4. Unless the Parties agree otherwise, in accordance with Article 558 of the Civil Code, the warranty shall be excluded and the Seller's liability for damage shall be limited to wilful misconduct or gross negligence of the Seller. The warranty rights expire



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after 6 months from the date of releasing the Goods from the warehouse.

5. As part of the Buyer's rights under the warranty, the Seller is obliged to remove the defect at its own discretion by free-of-charge repair, replacement for a new item or cash compensation of the value of the price of the purchased Goods. In any case, the costs incurred by the Seller may not exceed the value of the Goods sold.
6. The Seller undertakes to examine the Goods complained about as soon as possible and notify the Buyer of the acceptance or refusal to take into account the complaint, the manner and time of processing the complaint. The Seller shall not be obliged to repair any damage that has occurred after the release of the Goods from the warehouse - in particular during transport (unless stipulated otherwise) - and those arising after the delivery of the Goods to the Buyer in accordance with the terms and conditions of the agreement.
7. If the Buyer makes it difficult to settle the complaint in a manner chosen by the Seller, then the Buyer will lose any claims against the Seller and the Seller shall be released from liability for the damage caused in connection with the faulty defects.
8. In the case of hidden defects (which are in the defective material structure, i.e. other than those referred to in point V.6 of the GTCS), the Buyer is obliged to notify the Seller of the defect in writing immediately after it is found, but not later than within 3 days, under pain of losing rights under the warranty.
9. To avoid any doubts, the Parties confirm that the Seller shall not be liable for indirect, consequential, economic losses and lost profits of the Buyer, its affiliates or entities that have incurred them in connection with performance of the

Agreement, in particular damage caused by the loss of the designed object, conducted investment or adjacent equipment, loss of product, loss of interest or profit. In any case, the Seller's liability shall be limited to the amount of the net price actually paid by the Buyer for the purchase of the sold Goods and wilful misconduct or gross negligence.


10. The Seller shall have the right to suspend execution of claims resulting from a complaint lodged by the Buyer until the Buyer settles all outstanding receivables and fulfil other obligations towards the Seller.
11. If the Buyer fails to submit a complaint or a claim within the deadlines provided for in the GTCS, the Buyer shall lose its rights under the warranty and the right to a complaint.

VII. Final provisions

1. The agreements concluded by the Seller shall be governed by Polish law and the courts of the Republic of Poland shall have jurisdiction.
2. The Seller and the Buyer shall strive to amicably resolve any disputes arising in connection with the performance of the agreements covered by these GTCS. If the case cannot be settled amicably, the court competent for consideration of the dispute shall be the common court having jurisdiction over the place of the Seller's registered office.
3. In matters not regulated by the GTCS, provisions of the Polish law shall apply, including in particular provisions of the Civil Code.
4. In the event of invalidity of any provisions of the GTCS as a result of introducing different statutory regulations, the remaining provisions shall not cease to be valid and, if necessary, the Parties shall introduce additional provisions.

Appendix – template agreement on handing over the Goods in the Warehouse


PREZES ZARZĄDU
Dariusz Czapiewski
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