DYWIDAG sp. z o.o./ DYWIDAG CONCRETE TECHNOLOGIES sp. z o.o.

General terms and conditions of Sale October,2023

1. General

These general terms and conditions (the "**General T&C**) of DYWIDAG sp. z o.o. and Dywidag Concrete Technologies sp. z o.o. ("**COMPANY**", "**We**", "**Us**", "**Our**" or "**Ourselves**") form an integral part of the agreement concluded between **COMPANY** and the **Customer** (the "**Parties**", and the "**Agreement**"). These General T&C are exclusive of any other terms and conditions, and shall be fully applicable to any provision of goods and/or services by the COMPANY to the Customer unless otherwise expressly agreed in writing by the Parties in the specific terms of the Agreement.

These General T&C exclude the use of other contract templates (general contract terms and conditions, sales conditions, contract templates, regulations, etc.) used or established by the Client. In particular, no terms and conditions supplied by the Client or contained in its quotation, acknowledgement, order acceptance document, specification or similar documents shall form part of the contract and the Client waives any rights it may have under such terms and conditions.

These General T&C are applicable if the other party to the contract (hereinafter: "Client" or "Customer") is an entrepreneur within the meaning of the Civil Code.

A reference to ***writing*** or ***written*** includes e-mails as well as digital signatures and the exchange of images of signed documents in pdf format, as permitted by applicable law.

2. Offer – offer documents

(1) Any promotional materials, catalogues, brochures, pricing lists, and other documents published by the COMPANY on a website or in any other manner do not constitute an offer and, as such, their contents goods details, and prices are not binding to the COMPANY. The Customer does not have the right to demand from COMPANY to conclude a contract based on such information.

(2) Any documents submitted by COMPANY, including documents called offers, do not constitute an offer within the meaning of Article 66 et seq. of the Civil Code but only an invitation to bargain and are not binding for COMPANY.

(3) Any declarations of Customers addressed to COMPANY, including in particular orders, which contain material contractual provisions shall be considered as an offer within the meaning of Article 66 et seq. of the Civil Code which COMPANY may accept or reject within 2 weeks. Lack of a statement by COMPANY regarding acceptance or rejection of the offer by the Customer within the above-mentioned time, shall be considered as non-acceptance of the offer by COMPANY.

(4) An agreement between COMPANY and a Customer is concluded when COMPANY in writing confirms the Customer's order, unless something else clearly results from this order confirmation by COMPANY. The content of an Agreement binding the parties constitutes: (i) the Customer's order to the extent it has not been modified by COMPANY's order confirmation, (ii) COMPANY's order confirmation and (iii) these General T&C to the extent they do not contradict COMPANY's order confirmation.

(5) COMPANY shall retain all it's know-how, intellectual property or other rights including copyright in all fields of exploitation not expressly transferred to the Customer or any other third party or for which a licence has not been expressly granted in the indicated fields of exploitation, for any and all illustrations, drawings, calculations and other documents, including in particular any written documents, which were provided on the basis of an Agreement and are marked "confidential". The Customer shall not use or exploit without Our prior written consent Our intellectual property rights, and under no circumstances will the Customer acquire any of Our intellectual property rights.

(6) Except otherwise agreed in writing, all information communicated by Us to the Customer in preparation of or in relation to Our contractual relationship with the Customer shall be considered confidential ("Confidential Information"). The Customer undertakes not to convey Confidential Information to third parties, except with Our prior written consent. The Customer shall be entitled to disclose the Confidential Information only if: (i) disclosure is required by any court or governmental authority; (ii) it has become part of the public domain (other than in connection with a breach of this section by the Customer or its personnel); (iii) it was already rightfully in the Customer's possession prior to it being delivered by COMPANY, and was not acquired directly or indirectly from Us; (iv) it is rightfully received from third parties without being subject to a duty of confidentiality; or (v) its communication has been consented previously and in writing by Us. The obligations established under this clause shall survive Our contractual relationship with the Customer.

(7) These General T&C also apply to future contracts concluded between the Parties, unless expressly excluded by both Parties in the Agreement, until the time when a new version of the General T&C is created. In case a new version of General T&C is created, they shall apply to all ongoing and future contracts, i.e. concluded after the new General T&C have been created, unless the Customer submits a written unambiguous statement about a lack of consent and acceptance of new General T&C, and delivers it to COMPANY within 7 days from the date of receipt of new General T&C by the Customer.

(8) The orders that have been confirmed by COMPANY may not be cancelled by the Customer without a prior written consent from COMPANY.

3. Prices – Terms of Payment

(1) Our prices are ex warehouse/works excluding costs for packaging, corrosion protection and freight.

(2) COMPANY's prices are calculated based on the prices of materials and employee wages. COMPANY reserves the right to change the prices resulting from the Agreement concluded with the Customer in the event that during the performance of the Agreement there is an increase in the price index for consumer goods and services or the average monthly remuneration in the sector of enterprises, excluding profit rewards announced by the President of the Central Statistical Office (GUS) in relation to those in force at the time the Agreement is concluded. COMPANY will inform the Customer of each price change, indicating the date from which the prices change. If COMPANY's prices increase by more than 10% in relation to the prices accepted by the Customer, the Customer shall have the right to unilaterally terminate the Agreement by providing COMPANY with a written notice of termination. Such termination shall be effective upon the last delivery of goods and/or services to the Customer at the price agreed by the Parties (i.e. not increased) and shall mean the cancellation of orders of ordered and undelivered goods and/or services in respect of which the price is increased. The Customer's right to terminate the Agreement as aforesaid shall lapse if it does not exercise it within 5 days of receiving COMPANY's information about the price change, and the price change shall in such case be deemed to have been accepted by the Customer.

(3) Any deduction, price reduction or discount shall be subject to a separate express agreement between the Parties in writing, otherwise being null and void.

(4) VAT is not included in Our quotes, but will be charged separately on Our invoice.

(5) Our prices do not include any other taxes or other fees or charges.

(6) parte are quoted and payable in PLN, unless otherwise expressly stated in the invitation to bargain, order confirmation or other statement by COMPANY. If the Parties have agreed to make payment in a currency other than Polish zloty, the Customer shall be obliged to cover any exchange rate difference from the date of COMPANY's order confirmation to the date of payment calculated based on the difference in the average exchange rate of the National Bank of Poland between the date of order confirmation and the date of payment.

(7) Payment is due (without deduction) within fifteen (15) calendar days after receipt of the invoice by the Customer (whether physically or by electronic means).

(8) In case of late payment, We are entitled to charge statutory interest. In addition to such interest, We will also be entitled to all collection costs referred to in Act of 8 March 2013 on preventing excessive delays in commercial transactions.

(9) COMPANY is entitled to refrain from execution of any orders and agreements or to make their execution dependent on advance payment of any agreed amount in case COMPANY's cash receivables from the Customer and its affiliates (both due and undue) exceed EUR 1,500.00 or its equivalent according to the exchange rate referred to in clause (7).

(10) Notwithstanding the right vested in COMPANY under clause (10), if, after the conclusion of the Agreement, the performance of the Customer (whether monetary or non-monetary, due or undue) may be at risk, in particular, by deterioration of the Customer's financial situation, or as a result of actions or omissions of the Customer aimed at reducing of its assets, or if as a result of such actions the effectiveness and enforceability of collateral provided to COMPANY is threatened, or performance by the Customer is threatened, COMPANY may make performance subject to receiving an advance payment, additional collateral at the discretion of COMPANY or withdraw from the Agreement for reasons attributable to the Customer. The above shall not deprive COMPANY of other rights to which it is entitled under the law, the Agreement and these General T&C

(11) The Customer shall not set off any claims from the amounts due to Us, unless its counterclaims have been legally established, are undisputed or recognized by Us and provided that the set-off requirements of article 498 et seq. of the Polish Civil Code are met. A set-off made by the Customer shall be effective only and exclusively if the Customer obtains COMPANY's consent in writing under pain of nullity.

(12) COMPANY is entitled to set off mutual claims with the Customer without any limitations (contractual deduction). The Company may set off non-uniform, undue, future and time-barred claims. COMPANY reserves the right to make deductions or withhold payments for goods and/or services not delivered as agreed.

4. Delivery

(1) Except as otherwise stated in writing, delivery of the goods and/or services will be Ex Works at Our facilities.

(2) Agreed delivery dates are subject to all important, technical goods and/or services specifications having been clarified timely.

(3) Our contractual obligations are subject to the timely and correct performance by the customer of its co-operation obligations.

(4) In case We are prevented from timely performing Our obligations, in particular delay in delivery of the ordered goods and/or services due to unforeseen or exceptional circumstances affecting Our production, suppliers or logistic providers without fault on Our part, including strikes, lockouts and epidemic events, any agreed delivery dates shall be deemed to be extended as reasonably necessary. We will not be liable for any breach of Our obligations if, while performing them, said obligations are suspended, delayed, interrupted or considered impossible or impractical due to unforeseen and/or inevitable circumstances or force majeure.

(5) Should the circumstances preventing Us from timely performance persist for more than four weeks from the date when those circumstances first arose, We shall be entitled to terminate, at Our absolute discretion, the relevant outstanding order(s) or the Agreement and refund any advance payments received from the customer. The customer's right to the refund shall be without prejudice to Our

right to receive payment from the customer for the proportional part of the price of the goods and/or services delivered up to that date.

(6) If the customer delays the receipt of the ordered goods, the goods shall be stored by COMPANY at the expense and risk of the customer and COMPANY shall be entitled to claim a contractual penalty of 0.2% of the gross value of the goods for each commenced day of delay starting from the date when the goods were ready for handover to the customer until the date when the goods are handed over to the customer or a third party under the terms as in the following sentence. Unless otherwise stated in the order confirmation of COMPANY, the date of delivery shall be the earliest possible date when COMPANY could have delivered the goods to the customer.

(7) Failure to collect the ordered goods and/or services by the customer within 14 days from the date when the goods and/or services were ready to be delivered to the Customer, shall entitle COMPANY to sell them to any third party and is equivalent to resignation from the ordered goods and/or services by the Customer subject to the next sentence. The contractual penalty referred to in clause (6) shall be calculated until the goods have been collected by the third party. COMPANY shall be obliged to notify the customer of conclusion of a contract with a third party. The customer shall be obliged to pay to COMPANY compensation for damage suffered by COMPANY as a result of having to sell the goods and/or services ordered and not collected by the customer to the third party at a price lower than the price for which the goods and/or services were to be sold to the customer.

(8) The exercise of the rights referred to in clauses (6) and (7) shall not deprive COMPANY of the right to exercise other rights under the law, contract or these General T&C, including to claim damages in excess of the contractual penalty.

(9) Our liability for delay damages is limited to the documented, actual and reasonable damage with a maximum of 5% of the delivery value.

(10) Liability of COMPANY for lost profits is excluded.

5. Retention of title

(1) Ownership of the goods ordered by the Customer shall pass to the Customer when the entire price for a given order is credited to COMPANY's bank account, meaning that until that time the goods subject to the order remain the sole property of COMPANY. The above is independent of the transfer of risk and maintenance costs of the ordered goods.

(2) After delivery the risk of loss or damage and any other liability regarding the goods shall lie with the Customer. During the retention period the Customer must treat the purchased item with diligence, best possible care, store them adequately and protect them against deterioration through unfavourable ambient conditions, such as temperature or humidity. The Customer shall adequately insure the goods at replacement value against fire and water damage and theft at its expense. The Customer must perform any required maintenance and inspections at its expense.

(3) The Customer is obliged to inform its creditors and contractors about the fact that the good, which according to paragraph (1) is the property of COMPANY and is not the property of the Customer, as well as about any collateral, liens, etc. created in favor of COMPANY, on the good, the possesion of which has passed to the Customer.

(4) In case of mixing or mingling of the goods owned by COMPANY with goods not owned by COMPANY in such a way that the restoration of the previous state is impossible or made more difficult, regardless of any claims for damages to which COMPANY is entitled, COMPANY shall become co-owner of the newly merged or mingled object under the principles as described in Article 193 of the Civil Code, whereby the value of the goods owned by COMPANY shall be the gross value of such goods (i.e. including VAT).

(5) The Customer takes all possible steps to assign to COMPANY all receivables due from third parties resulting from the combination of the goods owned by COMPANY with real property.

(6) The Customer may sell the goods in the regular course of its business. However, the Customer now assigns to COMPANY all future receivables, due from its Customers or third parties arising from resale, in the amount of Our final remuneration indicated in invoice (inc. VAT. Despite their assignment the Customer is recognized to collect the receivables from resale. This does not affect Our right of collection. We commit Ourselves not to collect the receivables as long as the Customer meets its payment obligations, no insolvency or similar proceedings have been filed and no suspension of payments exists. The Customer undertakes to execute any documents and to carry out any acts that are necessary to give effect to the aforementioned assignment.

(7) We undertake to release the securities due to Us on the Customer's request, if the recognized value of Our securities exceeds the secured claims by more than 20%. We retain the right to decide which securities should be released.

6. Warranty

(1) Subject to the provisions set out below, We warrant that Our goods comply with the agreed specifications in all material aspects and that they are free from defects in material and craftsmanship, and that Our services comply with the agreed and customary industry standards.

(2) COMPANY's liability under legal warranty is excluded.

(3) For material supplies only, the Customer acknowledges that the performance and functionality of Our products depend on factors beyond Our control (e.g., soil conditions, proper and professional transportation, storage and installation, ambient conditions like humidity and temperature, etc.). Therefore, the Customer's product warranty claims are subject to the Customer demonstrating its full compliance with any installation instruction, trainings, usage and maintenance requirements, method statements, data sheets or recommendations (whether oral or in writing) communicated to the Customer by Us and/or any of Our employees, agents, suppliers or subcontractors. We do not guarantee any specific performance or functionality of Our products and we do not guarantee the Customer's expected results will be achieved or that the goods are fit for the Customer's specific purposes in each and every case.

(4) The Customer shall inspect the goods immediately upon delivery for any defects, damage or non-compliance with the specifications. The Customer shall be obliged to inspect the goods and/or services received as carefully as possible and under pain of losing such rights in the future, to report any visible damage to the goods or their packaging (if the goods are packaged). The notification shall be made, under pain of ineffectiveness, in a document acknowledging receipt of the goods and/or services. Visible damage shall also be deemed to include wetting of the goods or the packaging in which they are contained if it impairs the technical properties of the goods. Unless the Customer notifies Us within 3 days after delivery of any default, and/or defects, the delivery of goods will be considered as irrevocably accepted.

(5) In case of defects in any of Our goods and/or services, it is in Our discretion to either repair the defect or replace non-conforming products or parts.

(6) Our warranty comprises the reasonable costs of repair or replacement of the defective goods, including labour and logistics to and from the location of delivery.

(7) The warranty period for goods is 12 months. For the avoidance of doubt, it is emphasised that this period shall not apply to services.

(8) The warranty period shall commence as soon as the goods covered by the warranty are handed over to the Customer or any person acting in the Customer's name or on the Customer's behalf, including in particular the carrier, and shall definitely expire 12 months after this date.

(9) When delivery is divided into two or more parts, defects affecting one of the parts do not entail a right to compensation for the non-defective parts.

(10) COMPANY shall not be liable in any way for improper use of the goods ordered by the Customer if they have been used contrary to the instructions, intended use or technical information concerning such goods.

(11) The Customer, as a professional, must be aware of the utility of the purpose of the goods and the way in which they are to be used, and COMPANY does not interfere with the way in which the goods are to be used or the purpose for which they are to be used. Any technical advice and recommendations given by persons acting on behalf of COMPANY, do not constitute the performance of any contractual obligations owed to COMPANY nor binding assessments of the suitability of the goods, but are given in the goodwill of COMPANY and constitute non-binding suggestions for the use of the goods ordered. In the event that it is necessary for the proper use of the goods purchased by the Customer for COMPANY to appoint expert personnel COMPANY is willing to consider the appointment of such personnel. In the event of such appointment, any information provided by such personnel shall be advisory in nature and COMPANY shall not, subject to Article 473 §2 of the Civil Code, be liable in any way for the consequences of any information provided by such personnel.

(12) Detailed warranty conditions will be provided to the Customer with each delivery of goods.

7. Overall Liability

(1) Except for fraud or willful misconduct, COMPANY's total aggregate liability arising out of or in connection with performance or contemplated performance of the Agreement relating to goods and/or services, whether for negligence or breach of contract or tort or any case whatsoever, shall in no event exceed one hundred per cent (100%) of the total amount actually paid to COMPANY by the Customer under the Agreement, after deducting sales and similar taxes and delivery costs.

(2) Any and all exclusions and limitations of liability contained in these General T&C shall also apply to exclusions and limitations of liability of COMPANY employees and other natural and legal persons acting upon an order from and/or on behalf of COMPANY, including in particular sales representatives of contractors, executors and agents.

(3) The Customer may not pursue any claims against the COMPANY resulting from any obvious typographical errors. An obvious typographical error is a visible, clerical error, or a similar defect in the wording of the General T&C, the Contract, the offer, a pricing list, an advertisement, or another document issued by the COMPANY. An obvious typographical error is also an error in a goods and/or services price, identifiable by means of a reconciliation between other documents constituting the COMPANY's offer. The contract concluded between the COMPANY and the Customer containing an obvious typographical error is enforceable to an extent in which it should be enforceable without the error.

(4) The reservation of any contractual penalties by COMPANY in these General T&C, the contract or the order confirmation shall not deprive COMPANY of the right to claim damages exceeding the reserved contractual penalty.

8. Export Control Regulations

(1) Our offers and contractual performance are subject to Polish, European and International export control regulations (e.g., embargos, sanctions, boycotts, etc.) not being violated at any time by Our performance under the Agreement.

(2) The Customer shall provide Us with all data and documents necessary to determine if any export control restrictions apply.

(3) We shall not be liable for any delays caused by the investigation of export control regulations or any damages caused by the compliance with applicable restrictions.

9. Installation and services

If We are instructed with installation, repair, monitoring or other services, the following shall apply in addition:

(1) Unless a lump sum has been agreed, We charge labour and material in accordance with Our price list, which may be updated from time to time. Time sheets submitted to the Customer shall form the basis for the calculation of Our charges, unless the Customer rejects the time sheets in writing within 3 days. Any works which the Customer instructs us to carry out and which are out of the agreed scope will require Our prior written consent.

(2) Lump sum prices are quoted based on the assumption that the site is safe, easily accessible and has been properly prepared, pre-works have been carried out correctly, necessary commodities such as electricity and water supply are readily available, required equipment is present and intact so that Our personnel can focus on the agreed scope of work. Any extra work necessary because the aforementioned conditions are not met, will be charged according to paragraph (1) above.

(3) Should acceptance of the works by the Customer be delayed for reasons beyond Our control, acceptance shall be deemed to have taken place fourteen (14) days after the day of completion of Our works.

10. Utilisation of products

The Customer is solely responsible for the utilisation of the purchased items, goods and for ensuring that such utilisation complies with all applicable provisions, instructions and standards.

11. Data Protection

(1) In accordance with the applicable data protection regulations, the personal data of the individuals who sign, manage and perform the order (including these General T&C) in the name and on behalf of each of the Parties (and any other data in connection with which the receiving Party becomes the data controller) will be processed by the other Party to carry out, perform, manage and monitor the Agreement and comply with their statutory duties. The processing of these data is necessary. The personal data are processed for the purpose of: (i) performing and monitoring the contractual relationship between the Parties and (ii) complying with both Parties' statutory obligations on the basis of Article 6(1)(c) and (f) of the GDPR.

(2) The controller of the Client's personal data is DYWIDAG sp. z o.o. or Dywidag Concrete Technologies sp. z o.o., depending on by which Company the Agreement is concluded. The data Controller can be contacted at: iod_polska@dywidag.com (for DYWIDAG sp. z o.o. and for Dywidag Concrete Technologies sp. z o.o.).

(3) Personal data will be processed by each Party while the Agreement is in force, after which the Parties may retain the personal data for six years unless a longer term applies for statutory or contractual reasons.

(4) Personal data will not be disclosed to any third parties except to competent authorities in the exercise of their functions or to third parties when necessary to provide the goods and/orservices. In addition, on some occasions, due to Our company being a global firm, in the management and execution of the Agreement, data processing may be carried out outside the European Union in jurisdictions that do not provide equivalent protection to personal data, in which case We will adopt the proper guarantees and safeguards. In such cases personal data may be transferred to third countries within the meaning of Article 14(1)(f) of the GDPR to the extent of IT technologies used by the Controller.

(5) The data subjects may exercise their rights of access, rectification, erasure, object, data portability, restriction of processing and not to be subjected to automated individual decision-making and any other right recognised by the applicable regulations from time to time, by writing to the respective Data Security/Protection Officer, available via compliance@dywidag.com (for DYWIDAG sp. z o.o and Dywidag Concrete Technologies sp. z o.o.).

(6) Before either Party discloses to the other Party any personal data of any individual who performs or manages the order or of any third parties, the disclosing Party must previously inform the data subjects of the content of this paragraph 11 and the identity of the entity, to which the personal data is being disclosed and comply with any and all mandatory requirements that may apply for the lawful disclosure of the data to the recipient so that the latter does not have to take any additional steps vis-à-vis the data subjects. The Party disclosing the personal data of which such Party is a data Controller is obliged to perform the information obligation on behalf of the Party receiving such personal data in accordance with Article 14 of the GDPR.

(7) The data subjects are hereby informed about their right to access their data, as well as the right to rectify, erase, restrict processing, the right to data portability, the right to object, and the right to withdraw consent at any time without affecting the lawfulness of processing carried out on the basis of consent before its withdrawal.

(8) The data subjects are hereby informed that in case the processing of personal data is considered to violate the provisions of the GDPR, data subject is entitled to lodge a complaint to the supervisory authority, which is: Prezes Urzędu Ochrony Danych Osobowych, 2 Stawki Street, 00-193 Warsaw.

(9) COMPANY processes the Client's personal data on the basis of and for the purpose necessary to take action prior to entering into an Agreement with the Client and for the purpose of performing the Agreement, if it has been entered into on the basis of Article 6(1)(b) of the GDPR, for the purpose of fulfilling obligations arising under tax law and accounting regulations on the basis of Article 6(1)(c) of the GDPR, as well as for the purpose of a possible claim or defence against claims on the basis of Article 6(1)(f) of the GDPR. Providing data is voluntary, but necessary in order to conclude or perform an Agreement. The Client's data will be made available only to entities authorised by law or by a data processing outsourcing agreement concluded with the Controller, including in the field of accounting, IT or legal services.

12. Termination of Agreement.

COMPANY may terminate the Agreement with immediate effect by written notice in the event of: (i) gross violation of the General T&C and/or the terms of the order by the Client (ii) an application for or decision on a freezing order is made, or the decision on the freezing order or the approval of the arrangements or (iii) any circumstances arise which entitle the court or creditor to appoint a receiver or administrator or to decide on liquidation; or (iv) the Client becomes insolvent (v) there is a change in ownership control of the Client.

13. Correspondence

(1) Current arrangements, instructions, notifications, messages and similar statements concerning the performance of the Agreement may be submitted in writing or by e-mail to the addresses of the Parties indicated in the Agreement or order, and in the case of a written notification of a change in the data indicated in the Agreement - to the address which was last indicated by the Party, unless the Agreement or a provision of law stipulates a written form on pain of invalidity for a specific action, in which case the general provisions shall apply.

(2) Persons indicated by the Party in the Agreement as its representatives or coordinators shall be deemed authorized to submit and accept on behalf of the Party the statements referred to in section 1.

(3) The use of e-mail shall not apply to statements regarding amendment, termination, dissolution, withdrawal from the Agreement or change of the bank account for payment of the price. These actions require written form under pain of nullity.

(4) The provisions of section 3 shall also apply to supplementing or amending the Agreement except for amendments to the General T&C, of which the Client may also be effectively notified by e-mail.

14. Governing law and jurisdiction. Final provisions.

(1) These General T&C shall be governed and interpreted in accordance with the laws of Poland.

(2) The address indicated to COMPANY by the Customer in the order or any other document of the Customer shall be the address for correspondence, unless the Customer has expressly and in writing under penalty of invalidity indicated to COMPANY a different address for correspondence. The Customer shall inform COMPANY of any change of correspondence address by registered letter sent to COMPANY 's current address or any correspondence sent to the Customer's current address shall be deemed to have been effectively served.

(3) Any disputes dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (a "Dispute"), shall be referred to and finally resolved by arbitration.

(4) All Disputes arising out of or in connection with this Agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC) in force on the date of commencement of the proceeding without recourse to the ordinary courts of law.

(5) The arbitral tribunal shall be comprised of a sole arbitrator appointed in accordance with the aforementioned Arbitration Rules of the International Chamber of Commerce.

(6) The seat of the arbitration is Warsaw, Poland.

(7) The language of the arbitration shall be English.

(8) The application of the UN Convention on the International Sale of Goods is excluded.

(9) In the event of any discrepancies between the Polish and English version of this General T&C, then the Polish version shall prevail.

(10) COMPANY shall be entitled to transfer all rights and obligations resulting from the contract with the Customer to any entity of its choice, to which the Customer hereby consents. The Customer shall only be entitled to transfer the rights from the contract with COMPANY to any other entity after obtaining COMPANY 's written consent under pain of nullity.

(11) Working days are understood as days from Monday to Friday excluding public holidays.

(12) The place of performance of a pecuniary benefit for COMPANY shall be the bank account of COMPANY indicated in the Vat invoice or other accounting document issued by COMPANY, and of a non-pecuniary benefit shall be COMPANY's current registered office, unless COMPANY has explicitly indicated otherwise in writing under pain of invalidity.

(13) It is the intent of the Parties that the Agreement be enforceable to the fullest extent permitted by law. If, however, any provision of General T&C or an order is held to be invalid or unenforceable, the balance of this Agreement will remain binding and enforceable in accordance with its terms and conditions and any provision held invalid or unenforceable will immediately be revised and amended to the minimum extent necessary in order for it to be valid and legally enforceable, consistent with the original intent of this Agreement.