

General terms and conditions of purchase October, 2023**1. General**

These general terms and conditions (the "GTP" 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 Supplier (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 Supplier to COMPANY unless otherwise expressly agreed in writing by the Parties in the specific terms of the Agreement.

These GTP are applicable if the Supplier is an entrepreneur.

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. Conclusion of Agreement

- (1) Our orders are only binding if submitted or confirmed in writing.
- (2) Supplier shall confirm Our order in writing within three (3) business days after receipt. Our order shall be deemed accepted by Supplier unless we receive a written rejection within 3 business days after receipt of Our order by Supplier.
- (3) By accepting Our order, Supplier undertakes to comply with all the terms and conditions contained in the order, including these GTP.
- (4) No terms and conditions supplied by the Supplier or contained in its quotation, acknowledgement, order acceptance document, specification or similar documents shall form part of the Agreement and the Supplier waives any rights it may have under such terms and conditions.

3. Prices – Terms of Payment

- (1) We shall pay the purchase price after delivery and receipt of a correctly issued invoice within 21 days with a 3% discount over the gross purchase price or within 60 days without deduction.
- (2) The prices shall include all goods and/or services provided by the Supplier as well as all incidental expenses (e.g. appropriate packing, customs duties, import charges, transport costs including any transport and liability insurances, recovery of re-usable packaging by Supplier).
- (3) Any price changes must be agreed in writing with the COMPANY.
- (4) In the case of defective delivery we are entitled to withhold payment until goods and/or services have been correctly delivered, without comments received.
- (5) The invoice issued by the Supplier shall comply with all the specifications required by all applicable legislation. In particular, without limitation, it shall always include the invoice number, order number and date, VAT identification number for cross-border deliveries within the EU, place of unloading, number and date of the delivery note and quantity of invoiced goods. Any deliveries from territories outside the EU's customs area must include a copy of the invoice or a pro forma invoice.
- (6) In connection with the relevant regulations of the Corporate Income Tax Act, the Supplier undertakes to remain registered for the purposes of the goods and services tax as an active VAT taxpayer and shall make due efforts for its account to be included in the list of entities referred to in Article 96b of the Goods and Services Tax Act (i.e. the electronic list of entities registered as VAT taxpayers), maintained by the Head of the National Fiscal Administration (hereinafter the "List").
- (7) In connection with the provisions indicated in point. 6, the price shall be paid exclusively to the settlement account referred to in article 49.1.1 of the Law of August 29, 1997 – Banking Law, which account is opened in connection with the Supplier's business activity and is included in the List. The payment of price shall be made if the Supplier's status in the List (valid as of the payment date) determines that the Supplier is registered as an active VAT taxpayer.
- (8) Notwithstanding the COMPANY's rights under the Civil Code, we are entitled to offset Supplier's claims with amounts due to Us or Our affiliates (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.
- (9) Supplier's receivables may only be assigned or pledged with our written consent. We will not withhold consent without good cause.
- (10) Payments do not constitute acceptance or a waiver of possible claims.
- (11) Services charged on an hourly basis require written confirmation by COMPANY of the Supplier's time sheets. The Supplier shall submit time sheets to COMPANY for confirmation as instructed by COMPANY, at the latest together with the invoice to which they relate. Confirmation of time sheets shall not be interpreted as confirmation of any claims. COMPANY is not obliged to pay invoices based on time cards not confirmed in writing by COMPANY.

4. Delivery times and delays in delivery

- (1) The delivery date provided in the order is binding. In the event Supplier can reasonably foresee that delivery date cannot be met, the Supplier shall notify Us in writing without delay. Partial deliveries or early deliveries may only be made with our prior written consent.
- (2) In case of default of Supplier, We are entitled to claim a contractual penalty for each calendar day of delay in the amount of 0,15% of the gross value of the outstanding goods and/or services, up to a maximum of 5%. In addition, we may seek from the Supplier compensation in the amount exceeding the value of the above-mentioned contractual penalty. The contractual penalty become due at the Our written demand.
- (3) Acceptance of the delayed delivery shall not be construed as waiver of any statutory or contractual rights.
- (4) We are under no obligation to accept delayed or defective deliveries.

- (5) If the delivery is earlier than agreed We can return or store the goods at the Supplier's expense and risk. We can charge 0.2% of the total order gross value for storage per day, or the actual costs, if higher.
- (6) If the Supplier delivers its goods in its own packaging, it shall oblige the Supplier to collect the packaging within 30 days from the date of completion of the order. Should this deadline be exceeded, the packaging shall become the property of COMPANY and may be disposed of by Us.

5. Delivery, transfer of risk, delays in acceptance, packing

- (1) Unless agreed otherwise all deliveries shall be made free of charge to the destination named in the order. The parties expressly agree to "*DDP, named place of destination, according to INCOTERMS® 2020*".
- (2) All goods shall be packaged so as to protect them adequately before, during and after delivery. Each delivery shall be accompanied by a certificate of analysis and/or up-to-date material safety data sheet in accordance with specifications that may be included in Our order or Our Supplier Quality Manual. Supplier will provide all documents and labelling of products required to comply with all requirements in the countries of origin, transit or destination.
- (3) Every delivery shall be executed in accordance with COMPANY's Supplier Quality Manual, as in effect at the time of submission of each order. The latest version of the Suppliers' Quality Manual can be accessed at: <https://t1p.de/0a7jl>
- (4) The risk of accidental loss of or damage to the goods and/or services passes to Us when the goods and/or services are delivered to us at the agreed time and place of performance.

6. Duties to inform

Any changes to manufacturing processes, materials or sub-Suppliers, changes in manufacturing locations as well as any changes to testing or quality management require Our prior written consent. Upon Our request, the Supplier must provide all documents and data allowing Us to determine whether such changes affect the quality of Our products.

7. No Retention of Title

Title to the goods shall pass to Us on delivery.

8. Confidentiality and Exclusivity

- (1) We retain title and copyright to all illustrations, drawings, calculations and other documents provided to the Supplier. They must not be disclosed to any third parties without Our prior written consent and must only be used for production of Our orders. After processing of the last order they must be returned to Us immediately and without prompting. The non-disclosure obligation applies for a period of 10 years after processing the last respective order.
- (2) Under any order, Supplier does not acquire any rights to the COMPANY'S documentation, work (shall mean works which are works or derivative works within the meaning of the Act of 4 February 1994 on copyright and related rights) or COMPANY'S know-how supplied by COMPANY for the performance of any order. It is known to Supplier that any documentation, works, know-how provided by COMPANY are related to intellectual property rights, protected know-how, protected trade secrets, trademarks, patents, utility models and that they belong to COMPANY.
- (3) If Supplier manufactures goods according to COMPANY specifications or drawings or processes material provided by COMPANY, then Supplier must manufacture such goods for COMPANY exclusively and only deliver them to COMPANY. Neither the Supplier nor any of its affiliates shall at any time during or after the termination of the Agreement directly or indirectly sell or supply goods and/or services to any person or entity other than COMPANY without the prior written consent of COMPANY.
- (4) The Supplier shall keep strictly confidential all COMPANY's data and other information relating to the business of COMPANY or its affiliates, their products or technologies, which the Supplier receives in connection with the goods and/or services supplied/provided, (whether before or after order acknowledgement). The Supplier shall limit the circle of persons to whom such confidential material is disclosed to its employees, agents or subcontractors and other third parties to whom such material is necessary in order to provide goods and/or services to COMPANY. The Supplier shall ensure that said employees, agents and subcontractors or other third parties are subject to and comply with the same duty of confidentiality applicable to the Supplier and shall be responsible for any unauthorised disclosure.
- (5) The content of the order and any correspondence to the Supplier before and after placing the order are considered a trade secret of COMPANY within the meaning of the act on unfair competition in perpetuity and may not be disclosed to any third party without prior written consent of COMPANY, and the Supplier is obliged to maintain necessary security measures with respect to them, no worse than those applied to protect its own trade secret.
- (6) The Supplier warrants and represents that it shall not, during the term of the Agreement and after its termination, attempt to register, register any intellectual property right, right of invention, or attempt to obtain or obtain a patent or utility model or the right to register an industrial design with respect to any COMPANY'S documentation, COMPANY'S works, and other rights, products directly or indirectly obtained from COMPANY as well as COMPANY'S trademark, name, utility model or other intellectual property right.
- (7) Drawings, technical documentation or other technical information received by the Supplier may not be used for purposes other than those for which they were provided for the performance of this Agreement without the consent of COMPANY. The information may not be otherwise used or copied, reproduced,

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transmitted or transferred to a third party without the written consent of the COMPANY.

- (8) In case of breach by the Supplier of any of the provisions of clause 8, the COMPANY shall be entitled to charge a contractual penalty in the amount of EURO 5.000,00 for each breach. Payment of the contractual penalty is without prejudice to the right of the COMPANY to seek compensation from the Supplier under general rules if the amount of damage exceeds the amount of the contractual penalty. The contractual penalties become due upon the written request of the COMPANY.

9. Warranties and Quality of the Goods and Services

- (1) The Supplier undertakes to fully comply with the applicable provisions and quality requirements as set out in COMPANY's Supplier Quality Manual, as in effect at the time of submission of each order. The latest version of COMPANY's Supplier Quality Manual can be accessed at: <https://t1p.de/0a7jl>
- (2) Supplier may only assign any order or related task – in full or in part – to a third party such as an upstream (sub-)supplier of components, free-lance consultant, etc. ("Subcontractor") (1) with Our prior written consent and (2) provided that Supplier concludes a contractual agreement with the Subcontractor that does not fall short of the obligations assumed by Supplier towards COMPANY. Supplier shall remain fully accountable to COMPANY for proper performance of the orders and Supplier shall be jointly and severally liable for all acts and omissions by any Subcontractor. Within the scope of the concluded Agreement, Supplier and its Subcontractors shall grant COMPANY or third parties designated by COMPANY (such as regulatory authorities) free access to all necessary departments, premises and facilities (especially for production, provision, storage and testing of the goods and services) and inspection of all relevant documents during normal business hours. The Supplier assigns all warranty claims against its Subcontractors to COMPANY and, upon COMPANY's request, will execute all acts and documents necessary to formalize such assignment and make it effective and enforceable.
- (3) The Supplier shall be fully and solely liable for any industrial accidents or illnesses suffered by its employees and Subcontractors in connection with the delivery of the goods and/or provision of the services.
- (4) The Supplier guarantees and warrants that each good and/or services delivered to COMPANY under any order: (i) possess the contractually agreed properties, are fit for the contractually intended purpose, are state of the art and comply with all specifications and applicable standards (ii) conforms to COMPANY's applicable/agreed upon product specifications, meets CE certification standards, is new, contains no used or remanufactured parts, and is free from physical, material and manufacturing defects; (iii) is covered by Supplier's 36-month warranty period, which begins with the later of either delivery or acceptance; (iv) is free from physical and legal defects and free from any liens, security interests or other encumbrances; and (v) does not infringe any patents or other intellectual property rights of third parties. In respect of repaired or replaced goods and/or services the full guarantee period begins again upon the new delivery or acceptance.
- (5) The Supplier shall indemnify COMPANY on first demand from all claims asserted against COMPANY by third parties related to a defect of quality, title, intellectual property rights such as patents or copyrights, or any other default of Supplier's goods and/or service and reimburse COMPANY for all incurred costs or damage in this respect, including reasonable legal fees.
- (6) During the warranty period, Supplier shall, at its own expense, remedy any defects and/or faults in the goods and/or services upon COMPANY's request and within the time period specified by COMPANY. In the case of defects and/or faults, COMPANY may require Supplier, at its own discretion, to (a) repair the defective parts/elements; (b) replace the defective parts/elements; (c) repeat the service (d) have the defects and/or faults remedied by a third party if the defects and/or faults are not remedied by Supplier under the conditions indicated by COMPANY. Supplier shall bear all costs related to: (a) transportation, (b) costs of disassembling and/or replacement of Supplier's goods or components already installed by the COMPANY as well as costs of reassembling after the goods have been replaced with defect-free goods or the goods have been remedied (c) insurance in transit, (d) storage and removal of defects and/or faults outside COMPANY's premises (e) any costs that the COMPANY will incur related to the inability to use the installation or system into which the Supplier's goods or components that are found to be defective and/or with faults were incorporated and/or installed.
- (7) In the event of any doubt, the provisions contained in this section 9 shall be treated by the Parties as a guarantee statement by the Supplier.
- (8) In the event of any discrepancy between these provisions and the supplier's guarantee terms, these GTC shall prevail
- (9) The Supplier shall be liable under the legal warranty for defects.
- (10) The services provided by the Supplier will be: provided in an efficient, safe and competent manner by suitably qualified staff with relevant experience, in accordance with the applicable industry code of practice and of a quality that should reasonably be expected from a qualified and experienced trader providing equivalent services in the same circumstances.

10. Liability

- (1) The Supplier is liable to the COMPANY for actual damage and lost profits, in particular for all costs that the COMPANY may incur as a result of defects in the

Supplier's goods and/or services, including the costs of standstill caused by defects in goods and/or services.

- (2) The rights and remedies of COMPANY under the Agreement are cumulative and do not preclude the exercise of other rights and remedies available at law or in equity.
- (3) We reserve all our statutory rights in case of defective material or workmanship, quality or legal defects and/or other instances of default by the Supplier.
- (4) The parties agree that COMPANY will be only required to inspect goods and/or services upon delivery for the purposes of identifying defects that can be detected by random visual checks including the delivery documents (e.g. damage in transit, wrong or incomplete deliveries). COMPANY's obligation shall be subject to the inspection being feasible with reasonable effort in the ordinary course of business in each individual case.
- (5) COMPANY's complaints for apparent defects detected by the aforementioned random visual checks shall be considered timely if the Supplier receives this notice within 10 calendar days after detection.
- (6) The Supplier shall bear all inspection and rectification costs (including any removal and installation costs) even if only some of the goods and/or services in question are defective.
- (7) If Supplier does not provide a remedy (either by repair or by replacement as determined by COMPANY) within a period of 3 days from the date when the defect is notified (which period may be extended, reduced or cancelled at COMPANY's sole discretion and in each case), We may, at Our sole discretion, rectify the defect Ourselves and claim compensation for all related costs and/or advance payments from Supplier.
- (8) COMPANY statutory rights to reduce the purchase price and/or rescind the Agreement and/or claim damages and/or the reimbursement of expenses remain unaffected.
- (9) If COMPANY provides Supplier with (raw) materials for further processing or special tools or machinery for manufacturing, these shall remain property of COMPANY but shall be at the risk of Supplier while in Supplier's possession or control. Supplier shall maintain all such materials and equipment in good order and condition, shall use the same solely for and strictly in accordance with the Agreement, and otherwise shall comply with all of COMPANY's directions given from time to time in respect of the same. Waste or loss shall be made good at Supplier's expense.

11. Product liability and compulsory insurance

- (1) Supplier shall indemnify COMPANY on first demand and in full against any claims asserted by third parties in relation to defects in material or workmanship or legal title or any other Supplier's default in respect of the delivery of the goods and/or the services performed.
- (2) The indemnity above shall include all costs and expenses incurred by COMPANY in connection with claims made by third parties, including any product recalls COMPANY may conduct due to any defects in the products provided or any other Supplier defaults. COMPANY shall notify Supplier in advance of any recall and coordinate the efficient execution of the recall with Supplier.
- (3) Supplier shall also be liable for any damage incurred by COMPANY as a result of reasonable precautions or any other mitigation measures adopted to limit any claims under non-contractual liability which fall under the responsibility of the Supplier (e.g. public advertisements).
- (4) The Supplier undertakes to subscribe, maintain and keep up-to-date with premium payments of an OC insurance policy with a reputable insurance company of renowned solvency that in particular covers any damages that may derive from product liability or any other Supplier's default.
- (5) The above provisions shall not limit COMPANY's statutory rights.

12. Export control laws and customs duties

- (1) Supplier shall inform COMPANY in writing, no later than when the order is accepted or upon consent of the COMPANY as early as possible prior to delivery, of any permit requirements for its goods and/or services resulting from any applicable Polish, European (EU) or American (USA) export, import, tariff and trade laws, and comply at all times with such requirements. Supplier shall in particular provide, without limitation, the following information and data:
- the Export Control Classification Number (ECCN) of the US Commerce Control List, provided the goods and/or services are subject to the US Export Administration Regulations (EAR); the commodity code (HS/CN code);
 - customs tariff codes of the country of consignment and of origin for all goods;
 - the country of origin (trade agreement / non-preferential origin), explanation of the label of origin D = third country / E = EU / F = EFTA;
 - (long-term) Suppliers' declarations for goods having preferential origin status (EU Suppliers) or certificates of origin (non-EU Suppliers);
 - any other applicable information and data (including information and data required by COMPANY) for the export and import as well as the further distribution and reexport of the goods.

The Supplier shall inform COMPANY in writing of any changes in the above information and data without delay.

- (2) In case of a breach of section (1), Supplier shall bear all expenses and damages incurred as well as other disadvantages suffered by COMPANY as a result (e.g. subsequent claims for foreign import duties, monetary fines).

13. Compliance

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- (1) The Supplier and its goods and/or services shall comply with all applicable national and international laws, regulations and standards, including, but not limited to, EN or DIN standards, product safety regulations, the internationally accepted minimum labour standards, all conventions of the International Labour Organization (ILO) on employment rights, working hours, and health & safety etc.
- (2) Environmental protection plays an important role in COMPANY 's concept of quality. Supplier shall observe all applicable regulations on environmental protection, introduce and maintain an environmental management system in accordance with COMPANY's corporate ecological guidelines and constantly work on the permanent reduction of any negative effects their activities may have on people and the environment.
- (3) Supplier shall neither actively or passively nor directly or indirectly participate in any form of bribery or corruption, human rights violations or the discrimination of its employees, forced labour or child labour. The Supplier shall not hire any employees below the minimum age of 15 years.
- (4) Supplier shall ensure that all its Subcontractors who are involved in manufacturing goods and/or services delivered to COMPANY observe all obligations contained in the above sections (1) to (3).
- (5) Supplier warrants that it and its goods comply with Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). Suppliers based outside the EU shall appoint an only representative (OR) based inside the EU in accordance with Article 8 of the REACH Regulation whose name and address shall be disclosed to COMPANY. Supplier shall notify COMPANY immediately should the OR change or discontinue its activities.
- (6) Supplier warrants that its goods do not contain any substances on the candidate list referred to in Article 59, paragraphs (1) and (10) of the REACH Regulation.
- (7) If the goods are subject to the Construction Products Regulation (EU) No. 305/2011 (CPR), Supplier shall provide COMPANY with all information required for the preparation of declarations of performance and/or the declarations of performance prepared by the Supplier in a suitable and permanent format and apply the CE mark and/or have the CE mark applied on these products in accordance with statutory requirements, including, but not limited to, the CPR and Art. 30 of Regulation (EC) No. 765/2008. With the application of the CE mark, Supplier warrants the goods' conformity with the declared performance and the compliance with all applicable legal regulations governing the application of CE marks.
- (8) If Supplier violates one of the above provisions, Supplier shall indemnify COMPANY against any resulting costs, claims of third parties (including, without limitation, claims for direct or consequential damages) and any other damages or disadvantages (e.g. fines, contractual penalties).

14. Non-disclosure and 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 Supplier's personal data is DYWIDAG sp. z o.o. or and 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 services. 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 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 14 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 Supplier's personal data on the basis of and for the purpose necessary to take action prior to entering into an Agreement with the Supplier 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 Supplier'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.

15. Spare parts

Supplier must ensure availability of spare parts and consumables for at least 5 years after the last delivery.

16. Termination of Agreement

- (1) COMPANY may terminate the contract without assigning any reason in whole or in part upon thirty (30) calendar days' written notice to the Supplier. In such situation COMPANY shall pay to the Supplier the value of goods and/or services delivered/provided and not yet paid for (provided that such goods/services are otherwise in accordance with the order) and proven, reasonable direct costs incurred by the Supplier for goods and/or services not delivered or provided, but in no case shall such payment exceed the agreed price for goods and/or services resulting from the order. The Supplier shall not be entitled to any additional remuneration.
- (2) COMPANY may terminate the contract with immediate effect by written notice in the event of: (i) gross violation of the GTP and/or the terms of the order by the Supplier (ii) an application for or decision on a freezing attachment is made, an arrangement is approved, 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 Supplier becomes insolvent (v) there is a change in ownership control of the Supplier.

17. Term Severance

If any provision or part-provision of this GTC is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

18. 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 GTC, of which the Supplier may also be effectively notified by e-mail.

19. Governing law and arbitration

- (1) These General T&C shall be governed and interpreted in accordance with the laws of Poland. The application of the UN Convention on the International Sale of Goods is excluded.
- (2) 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.

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- (3) 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.
- (4) The arbitral tribunal shall be comprised of a sole arbitrator appointed in accordance with the aforementioned Rules of the International Chamber of Commerce.
- (5) The seat of the arbitration is Warsaw, Poland. The language of the arbitration shall be English.

In the event of any discrepancies between the Polish and English version of this GTP then the Polish version shall prevail.