

Przeworsk, 15 June 2023

**GENERAL TERMS AND CONDITIONS OF SUPPLY AND ASSEMBLY
OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS**

RECITALS

1. These General Terms and Conditions, in the absence of a written agreement to the contrary, shall apply whenever Bucher Unipektin Sp. z o.o. is a party to any contract or agreement. If they do not apply to a specific contract, amendments to or deviations from these General Terms and Conditions require, in order to be valid and effective, an express declaration in writing.

DEFINITIONS

2. The terms used in the body of the General Terms and Conditions are to be understood as follows:
 - **"Contract"** is the written contract and/or agreement concluded between the parties as well as all appendices to that contract and/or agreement, together with any addenda and supplements to the aforementioned documents.
 - **"Contract price"** is the price to be paid for the subject matter of the contract or agreement which, in the absence of any indication as to whether it is net or gross, shall be deemed to be net,
 - **"Gross negligence"** is an act or omission where the party concerned has failed to exercise either the basic/minimum diligence accepted or expected in professional dealings with regard to the occurrence of serious consequences which a reasonable party, in the exercise of basic/minimum diligence, could have foreseen, or where the party concerned has knowingly disregarded the consequences of such an act or omission.
 - **"In writing"** means in the form of a written document which is signed by both parties or in the form of a letter, fax, e-mail or any other form agreed by the parties subject to the principle of proper representation of the parties.
 - **"Subject matter of the contract"** includes any machinery, any equipment and materials and items as well as services which the Contractor shall deliver in accordance with the contract when this obligation is clearly apparent from the content of the contract.
 - **"Place of delivery"** is the place where the delivered object is to be installed and also includes the adjacent areas that are necessary for the unloading, storage and internal transport of the delivered object and the assembly tooling, including the necessary utilities.
 - **"Work"** includes both the delivered object and the assembly and other work to be performed by the Contractor in accordance with the contract. If a contract provides for the acceptance of the work in several stages, which are intended to be used independently of each other, these terms and conditions shall be applied separately for each stage. The term "work" applies accordingly to each respective stage.

- **"Contractor"** means Bucher Unipektin Sp. z o.o. (KRS [BUSINESS REG NO.] 0000932361, NIP [TAX ID] 7941681757) or, alternatively, any other entity expressly designated by this Company.
- **"Ordering Party"**: the party to the contract concluded with the Contractor.

PRODUCT INFORMATION

3. General product documentation and price lists existing in electronic form or in any other form contain data and information that are only binding if an express reference to them is included in the content of the contract, together with an indication of their relevance to the business relationship. Under no other circumstances may such information be regarded as a binding offer by Bucher Unipektin Sp. z o.o. or acceptance of the offer made by the Ordering Party.

DRAWINGS AND DESCRIPTIONS, DOCUMENTATION

4. If one party submits drawings and technical documents of the work to the other party before or after the conclusion of the contract, such drawings and technical documents shall remain the property of the party that submitted them. The Contractor shall have the right to use the drawings and other documents received from its contracting party without having to pay additional remuneration for this.
5. If a contracting party receives drawings, technical documents or other technical information from the Contractor, it may use them without the Contractor's consent only for the purpose expressly stated in the contract between the parties. They may not be used for other purposes, copied, reproduced, transmitted or communicated to third parties without the Contractor's prior express written consent.
6. The Contractor shall provide the Ordering Party – at the latest upon acceptance and payment to the Contractor of the remuneration agreed between the parties – with the data and drawings which will enable the Ordering Party to set up, use and maintain the subject matter of the contract. An agreed number of such instructions and drawings shall be handed over, but at least one copy accordingly. All intellectual property rights of all types, past, present and future, relating to the Contractor's Documents and the subject matter of the contract shall remain the exclusive property of the Contractor or of third parties from whom the Contractor has obtained such rights.

PRE-SHIPMENT TESTS

7. Pre-shipment testing agreed in the contract shall, in the absence of agreement to the contrary, be carried out at the place of manufacture (the Contractor's plant) during its normal working hours.
8. If the contract does not contain any provisions on technical requirements, the generally accepted practice in the relevant industry in the country of manufacture as well as the existing standards from the competent administrative authorities shall be deemed to be authoritative for carrying out the tests. The Contractor shall notify the Ordering Party of such tests in sufficient time for the Ordering Party to be represented during these tests. If the Ordering Party is not present despite notification of the testing date, the Contractor shall provide the Ordering Party with the testing protocol, the accuracy, content or findings of which the Ordering Party may not subsequently dispute.
9. If, during the tests, the delivered item is found to be in breach of the contract, the Contractor shall immediately rectify all defects in order to restore the delivered item to a condition that is in conformity

with the contract. The Ordering Party may only require the tests to be repeated if there are significant defects.

10. The Ordering Party shall pay all costs including travel and subsistence expenses which it incurs in connection with the tests.

PRELIMINARY WORK AND WORKING CONDITIONS

11. The Contractor may provide drawings for the assembly of the delivered item and all instructions that are necessary for the construction of the relevant foundations, for the delivered item and the necessary equipment to be delivered to the place where the delivered item is to be set up and for all necessary connections. The foundations and other construction work shall be carried out by the Ordering Party unless otherwise specified in the contract.
12. The Ordering Party shall make all equipment available in good time and ensure that all conditions necessary for the assembly of the subject matter of the contract and the flawless use of the work are met. This shall not apply to work that the Contractor is contractually obliged to perform.
13. The Ordering Party must carry out the preliminary work in accordance with the drawings and instructions provided by the Contractor, if any, according to Art. 11. The work must be completed in good time but no later than fourteen days before the Contractor commences work on the planned project site.
14. The Ordering Party shall in any case ensure that the elements of the buildings and structures (including foundations) are suitably constructed and robust. Insofar as the Ordering Party is responsible for the transport of the delivered object to the assembly site, it shall ensure that the delivered object arrives there in good time and that the unloading at the destination is carried out in a professional manner under the supervision of the Contractor. The Contractor shall bear the costs of the necessary measures to be taken as a result of defective or incomplete drawings or instructions according to Art. 11, provided that these irregularities are the sole fault of the Contractor, the defectiveness or incompleteness of the documentation is demonstrated within the period mentioned in Art. 52 or the Contractor is notified of them within this period.
15. The Ordering Party shall ensure that:
 - a. The Contractor's employees are able to start work according to the agreed schedule and to carry out the work during normal working hours. Work may be carried out outside normal working hours if the Contractor considers it necessary and if the Ordering Party is notified in writing in good time.
 - b. All relevant safety provisions that apply at the installation site are provided to the Contractor in writing in good time and prior to the commencement of the assembly. The assembly will not be carried out in an environment that is harmful to health or dangerous. All necessary safety and security measures must be taken prior to the commencement of assembly and kept in place during assembly.

c. The Contractor's employees have the opportunity for adequate accommodation and food near the assembly site and have access to sanitary facilities and medical care that meet international standards.

d. All necessary utilities, cranes, hoists and means of transport at the assembly site, auxiliary equipment, machinery, auxiliary materials and raw materials (including petrol, oils, lubricants and other materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.), as well as the Ordering Party's measuring and control equipment available at the assembly site, are made available to the Contractor free of charge and in good time. The Contractor shall inform the Ordering Party in writing at least 14 days prior to the commencement of the assembly what cranes, hoists, measuring and control devices and means of transport at the assembly site it will need.

e. The necessary storage facilities are made available free of charge in order to protect the delivered object, the tool required for assembly and the items of equipment and the personal belongings of the Contractor's employees from theft and deterioration.

f. The access routes to the assembly site are adequate for the necessary transport of the Contractor's delivery items, parts and fittings

NON-PERFORMANCE OF OBLIGATIONS ON THE PART OF THE ORDERING PARTY

16. If the Ordering Party can foresee that it will fail to meet its obligations with regard to the completion of the Work, in particular in accordance with the conditions in Art. 12, 13 and 15, it shall immediately notify the Contractor in writing, stating the reason and, if possible, the date by which it will be able to meet its obligations.

17. If the Ordering Party fails to fulfil its obligations without defects and in accordance with the deadline necessary for the completion of the Work, in particular in accordance with the conditions in Art. 12, 13 and 15, then, without prejudice to the Contractor's rights under Art. 18, the following shall apply:

a. The Contractor may, at its discretion, fulfil the Ordering Party's obligations itself or delegate their fulfilment to a third party or take other measures appropriate in the circumstances to prevent or limit the impact of the Ordering Party's non-fulfilment.

b. The Contractor may (without any risk of indemnity or any other liability) cease to perform the contract in whole or in part. It shall immediately inform the Ordering Party of the cessation.

c. If the delivered object is not at the assembly site, the Contractor shall take care of the storage of the delivered object at the Ordering Party's risk. At the request of the Ordering Party, the Contractor shall insure the delivered object. The costs of insurance shall be borne by the Ordering Party.

d. If the performance of the contract is delayed due to the non-fulfilment of obligations by the Ordering Party, the Ordering Party shall pay to the Contractor that part of the contract price which would have been payable under the contract if the delay had not occurred.

e. The Ordering Party shall compensate the Contractor for all relevant costs that are not included in Art. 44 as well as in Art. 45 of these terms and conditions, insofar as the Contractor has incurred these costs.

18. If the completion of the work is prevented due to the Ordering Party's failure to fulfil its obligations in accordance with Art. 17, and the failure is not related to a circumstance regulated in Art. 67, the Contractor may still demand in writing from the Ordering Party that it reimburse the costs and compensate the damage related to the Ordering Party's failure to fulfil its obligations within the period specified by the Contractor. If the Ordering Party does not compensate the damage related to the non-fulfilment of obligations within this period for a reason for which the Contractor is not responsible, the Contractor shall be entitled to withdraw from the contract in writing. The Contractor shall be entitled to compensation for the damage it has suffered as a result of the Ordering Party's failure to meet its obligations. The compensation may exceed the contract price and may also include the Contractor's lost profits.

REGIONAL LAWS AND REGULATIONS

19. The Contractor shall ensure that the work is carried out in accordance with the laws and regulations relating to the work and shall also comply with them in other respects. At the Contractor's request, the Ordering Party shall provide the Contractor with the relevant information on these laws and regulations in writing.
20. The Contractor may carry out additional work in connection with the reconstruction (alteration) of the delivered object, the necessity for which arises from the laws and regulations mentioned in Art. 19 or from changes in the generally recognised rules of interpretation thereof, insofar as such a change occurs between the date of submission of tenders and the date of acceptance of the delivered object. The Ordering Party shall bear all separately accrued costs and all other consequences resulting from such changes, in particular the costs of reconstruction work. If the parties fail to agree on the separately accrued costs and all other effects of the laws and regulations mentioned in Art. 19, the Contractor shall be compensated for the costs of the reconstruction work according to Art. 72 based on the time of the work and the materials used until the dispute is resolved. The Ordering Party shall be solely responsible for obtaining all necessary approvals, permits and opinions of the competent administrative authorities necessary for the construction and use of the delivered object.

CHANGES

21. Subject to the provisions of Art. 25, the Ordering Party shall be entitled until acceptance of the work to request changes in scope, construction and design. The Contractor may propose such changes in writing.
22. The request for changes must be submitted to the Contractor in writing and the changes must be described accurately and unambiguously.
23. The Contractor shall inform the Ordering Party in writing immediately upon receipt of the request for changes or independent proposal whether the requested change can be implemented and what differences arise from the change with regard to the contract price, the completion date and other provisions of the contract. The Contractor shall inform the Ordering Party of the changes also in the event that the changes are caused by amended laws and regulations according to Art. 19.
24. If the completion of the work is delayed due to differences between the Contractor and the Ordering Party regarding the effects of the changes, the Ordering Party shall pay the Contractor that part of the contract price which would have been payable if the delay had not occurred.

25. Subject to the provisions of Art. 20, the Contractor shall not be obliged to carry out the changes requested by the Ordering Party until the parties have agreed on their effect on the contract price and the completion date of the work or other contractual provisions, or the dispute has been concluded in accordance with Art. 72.

TRANSFER OF RISK

26. The risk of loss of or damage to the delivered object shall pass to the Ordering Party in accordance with the agreed commercial clause, which shall be interpreted in accordance with INCOTERMS in force at the time of contract conclusion. In the absence of a specific delivery clause in the contract, delivery of the object shall be made "ex works" of the Contractor (EXW or FCA). Any risk or loss of or damage to the Work that is not covered by the provisions of the first sentence of this article shall be transferred to the Ordering Party with the acceptance of the Work. Once the risk has been transferred, the Ordering Party shall bear the risk for any type of loss or damage to the delivered object or the Work, unless such loss or damage is the result of the Contractor's gross negligence.

ACCEPTANCE TESTS

27. Upon completion of the assembly, acceptance tests shall, in the absence of other provisions, be carried out to determine whether the work complies with the contractual provisions for acceptance. The Contractor shall inform the Ordering Party that the work is ready for acceptance. This information shall include a deadline for the acceptance tests such that the Ordering Party has sufficient time to prepare for the tests and to commission a representative during the tests. However, this deadline may not be longer than three days from the date of notification of readiness for acceptance. The Ordering Party shall bear all costs of the acceptance tests. In turn, the Contractor shall bear the costs of its employees and its other representatives.
28. The Ordering Party shall make available at its own expense energy, lubricants, water, fuel, raw materials and all other materials insofar as these are necessary for the acceptance tests and the last settings, readjustments and adjustments in preparation for the acceptance tests. The Ordering Party shall install the items of equipment at its own expense and make available the personnel and auxiliary means required to carry out the acceptance tests.
29. If the Ordering Party has received information according to Art. 27 and fails to meet its obligations according to Art. 28 or otherwise prevents the acceptance tests from being carried out, the tests shall be deemed to have been completed successfully from the date which is stated as the date of the acceptance tests in the Contractor's information.
30. The acceptance tests shall be carried out during normal working hours. If the contract does not contain any provisions on technical requirements, the generally accepted practice in the relevant industry in the country of manufacture shall be deemed to be authoritative for carrying out the tests.
31. The Contractor shall draw up an acceptance test protocol. It shall send this protocol to the Ordering Party. If the Ordering Party is not represented at the acceptance tests, it may not question the correctness of the acceptance protocol once it has received information in accordance with Art. 27.
32. If during the acceptance tests it becomes apparent that the work is in material breach of contract, the Contractor shall immediately rectify the existing material defect. At the immediate written request of

the Ordering Party, tests shall be carried out again in accordance with Articles 27 to 30. This does not apply in cases of minor defects.

ACCEPTANCE

33. The Work shall be deemed to have been accepted:

a. when the acceptance tests have been successfully completed or are deemed to have been successfully completed in accordance with Art. 29 or

b. when the Ordering Party has received written notification from the Contractor that the work has been completed, provided that it complies with the contractual provisions regarding acceptance. However, this rule shall only apply in cases where the parties have not agreed on acceptance testing.

Defects that do not adversely affect the efficiency of the work and its functionality shall not constitute a reason for refusal of acceptance.

34. Prior to acceptance, the Ordering Party shall not be entitled to use the work or parts thereof. Otherwise, the work shall be deemed to have been accepted by it unless the written consent of the Contractor has been given beforehand. The Contractor is then no longer obliged to carry out acceptance tests.

35. Once the work has been accepted in accordance with Art. 33 or 34, the period described in Art. 52 shall commence. At the written request of the Contractor, the Ordering Party shall issue a certificate of the date of acceptance of the work. However, if the Ordering Party does not issue such a certificate, the acceptance in accordance with Art. 33 and 34 shall not be adversely affected.

COMPLETION OF THE WORK. DELAYS ON THE PART OF THE CONTRACTOR

36. With the acceptance according to Art. 33 and 34, the work shall be deemed to be completed.

37. If, instead of a completion date, the parties have agreed on a period on the expiry of which acceptance should take place, this period shall commence with the conclusion of the contract, the completion of all official formalities, the execution of all payments due at the time of signing the contract, possibly the payment of the agreed collateral and the fulfilment of all further conditions agreed by the parties.

38. If the Contractor can foresee that it will not be able to meet its obligations within the timeframe agreed in the contract, it shall notify the Ordering Party in writing without delay, stating the reason and, as far as possible, the expected date on which it will be able to meet its obligations. If the Contractor fails to so notify the Ordering Party, the Ordering Party shall be entitled to claim reimbursement of the costs it incurs as a result of the delay.

39. The Contractor shall be entitled to extend the completion date if the delay is due to:

a. one of the circumstances set out in Art. 67 or

- b. reconstruction works according to Art. 20 or
- c. alterations according to Art. 21–25 or
- d. cessation of performance under Art. 17, 47 or 70 or
- e. untimely performance of any obligations which concern the Ordering Party, or
- f. an act or omission of the Ordering Party, or
- g. force majeure.

The deadline shall be extended in accordance with the circumstances. This provision is to be applied irrespective of whether the cause of the delay occurs before or after the agreed completion date.

40. Delay on the part of the Contractor occurs if the work is not completed by the completion date set out in Art. 36, 37 and 39. In connection with a delay on the part of the Contractor, the Ordering Party shall be entitled to lump-sum compensation from the date on which the work should have been completed. The amount of the lump-sum compensation is set at 0.1 % (one tenth of a percent) of the net value of the defective equipment for each full week of delay. The amount of compensation may not exceed 5 % (five per cent) of the net value of the equipment affected by the delay. If only part of the work is delayed, the amount of the lump-sum compensation shall be based on the part of the contract price that corresponds to the part of the work that cannot be used as intended due to the delay. The lump-sum compensation falls due for payment as soon as the Ordering Party has asserted its claim in writing, but not before the completion of acceptance or the contract in accordance with Art. 41. The Ordering Party shall forfeit its right to payment of the lump-sum compensation if it does not assert its claim within six months from the date on which the work should have been completed according to the originally agreed deadline.
41. If the delay on the part of the Contractor is so significant that the Ordering Party may claim the highest lump-sum compensation according to Art. 40 and the work (subject matter of the contract) is not yet completed, the Ordering Party may grant the Contractor a reasonable period of at least 14 days in writing to complete the work (subject matter of the contract). If the Contractor does not complete the work within the latter period and the Ordering Party is not responsible for the reason for the non-completion, the Ordering Party may, by written notice to the Contractor, withdraw from the contract with regard to that part of the work which cannot be used as intended due to the Contractor's delay. If the Ordering Party withdraws from the contract, the Ordering Party shall be entitled to compensation for the damage caused to it by the Contractor's delay. The total amount of compensation, including the lump-sum compensation in accordance with Art. 40, shall not exceed 10 (ten) per cent of that part of the gross contract price which corresponds to that part of the contract due to which the contract has been terminated. The Ordering Party shall further be entitled to terminate the contract by written notice to the Contractor if it is clear from the circumstances without any doubt that the completion of the work will extend for such a period of time on the basis of which the Ordering Party would be entitled to the maximum rate of compensation pursuant to Art. 40. If the contract is terminated for this reason, the Ordering Party shall be entitled to the maximum rate of compensation and damages in accordance with Art. 41.
42. The Ordering Party's claims in the event of delay by the Contractor shall be limited to a lump-sum compensation in accordance with Art. 40 and rescission of the contract with limited compensation in

accordance with Art. 41. All other claims against the Contractor (including claims for consequential damages) in connection with late performance, delay or non-performance of the contract are excluded, provided that there is no wilful misconduct or culpable tort on the part of the Contractor.

PAYMENTS

43. In the absence of any provisions to the contrary, payment of the remuneration (price) payable to the Contractor shall be made as follows:

- 30% of the agreed price of the delivered object at the signing of the contract;
- 70% of the agreed price when the Contractor makes a declaration to the Ordering Party that the delivered object or a significant part of the object is ready to be dispatched from the Contractor's plant,

44. In the case of additional work (e.g. assembly), the remuneration payable to the Contractor shall include the following:

a. all travel costs incurred by the Contractor for its employees and the costs of transporting their tools and personal luggage to the appropriate extent in accordance with the type and class of means of transport agreed in the contract:

b. a lump-sum payment for the additional expenses incurred by the employees in connection with their stay away from home, together with an appropriate allowance, for each day the Contractor's employees are away from home, including holidays and days off.

c. working time, settled in accordance with the hours that the Ordering Party has confirmed with its signature on the relevant certified records of time worked, or when the certified records of time worked have been delivered to the Ordering Party and the Ordering Party has not requested their correction within three days of receipt.

d. time required for:

- arranging for and handling of arrival and return formalities;
- arrival and return and other journeys to which employees are entitled in accordance with applicable law, applicable provisions or agreements, collective agreements in the Contractor's country;
- daily commutes to and from the place of accommodation to the assembly site, if those places are more than half an hour away by car and there is no other suitable accommodation close to the assembly site;
- periods between working times when work is prevented as a result of circumstances for which the Contractor is not responsible under the contract; all of which are subject to the rates set out in pt (c);

- e. in accordance with the contract, the Contractor's expenses for the Contractor's provision of items of equipment and possibly for payment for the use of its tools;
 - f. the cost of all materials used by the Contractor to complete the work in accordance with the contract,
 - g. public taxes and duties which the Contractor has paid in the country where the work is carried out on the amount of the invoice issued.
45. In the case of assembly for a lump-sum price, the agreed price includes all items listed in Art. 44 (a) together with pt (e). If the installation is delayed for reasons for which the Ordering Party or its contractual partner, but not the Contractor, is responsible, the Ordering Party shall compensate the Contractor for:
- a. waiting periods and additional travel times;
 - b. costs and additional work due to the delay, including dismantling, securing and setting up the assembly equipment;
 - c. additional costs, in particular, costs incurred by the Contractor as a result of its items of equipment being confined to the assembly site for longer than anticipated;
 - d. additional costs incurred by the Contractor for employees staying away from home and travel costs for assembly staff;
 - e. additional financing and insurance costs;
 - f. other costs incurred by the Contractor due to deviations from the assembly schedule.
46. Irrespective of the means of payment used, payment shall be deemed to have been made if it has been received in the Contractor's bank account.
47. If the Ordering Party is in arrears with payments to the Contractor, the Contractor may demand interest on the arrears from the date the payment is due. The amount shall be agreed by the parties in the contract. In the absence of such a provision, the interest rate as specified by the relevant law shall apply.
48. In the event of a delay in payment by the Ordering Party, the Contractor may, after giving written notice to the Ordering Party, cease to perform its contractual obligations until payment is received. The Contractor's conduct in such a case shall not result in any negative consequences for the Contractor, including, in particular, the obligation to pay any compensation. If the Ordering Party is in arrears with its due payments for more than three months, the Contractor may, by written notification to the Ordering Party, withdraw from the contract and demand compensation from the Ordering Party for the damage suffered by the Ordering Party. The amount of compensation may not exceed the contract price.

TITLE RETENTION

49. The delivered object shall remain the property of the Contractor until full payment, including payment for the assembly of the delivered object, insofar as such retention of title is effective in accordance with the applicable law. At the Contractor's request, the Ordering Party shall support the Contractor extensively in its efforts to protect the Contractor's ownership of the delivered object in the relevant country. The Ordering Party shall insure the delivered object at its own expense. The risk of loss of or damage to the delivered object shall also be borne by the Ordering Party. In case of doubt, the retention of title shall be deemed to be without prejudice to the provisions on the transfer of risk pursuant to Art. 26.

LIABILITY FOR DAMAGE PRIOR TO ACCEPTANCE

50. The Contractor shall be liable for damage to the work that occurred before the transfer of risk to the Ordering Party unless the damage was caused by the Ordering Party itself or a third party for whom the Ordering Party is responsible. Also in cases where the Contractor is not liable for damage to the work in accordance with this section, the Contractor may, at the request of the Ordering Party, remedy the damage at the Ordering Party's expense. The Contractor's liability for damage to the Ordering Party's property until acceptance of the work shall be limited to cases in which the Contractor or a third party for whom the Contractor is responsible in the performance of the contract has unintentionally caused the damage. However, the Contractor shall not be liable for interruptions in production, lost profit or other indirect economic losses (consequential damage).

LIABILITY FOR DEFECTS

51. Pursuant to Articles 52 to 65 (inclusive), the Contractor shall be obliged to rectify defects or deviations of the work from the terms of the contract (referred to below as "defect(s)") that are related to a defect in design or workmanship.
52. The Contractor's liability is limited to defects on the work that have occurred within one year of acceptance. If the duration of the work of the plant exceeds the agreed framework, this period shall be reduced accordingly. If acceptance is delayed for reasons for which the Ordering Party is responsible, the Contractor's liability for damages, except in the case provided for in Art. 53, shall end at the latest 15 months after the delivery of the work or readiness for delivery. For elements of the work delivered (or produced) by entities other than the Contractor, these entities shall be liable according to the terms and conditions reserved by these entities.
53. The Ordering Party shall immediately and in writing notify the Contractor of a defect complaint. Such notification of a defect shall in any case be made within 24 hours of the occurrence of the defect. The complaint shall describe the defect in detail and include photo documentation. If the defect is not reported by the Ordering Party within the period stipulated in this article, it forfeits its right to rectify the defect. If the defect could cause damage, the Ordering Party shall immediately notify the Contractor about this in writing. The Ordering Party shall bear the risk for damage that results from neglecting to send the information or sending the information after the expiry of the stipulated period.
54. Upon receipt of a complaint, the Contractor shall rectify the defect in accordance with Articles 51 to 65 (inclusive), provided that the defect has arisen due to circumstances for which the Contractor is responsible. If technically and organisationally reasonable, the defect shall in principle be repaired on the site of assembly. However, it shall depend on the Contractor's discretion and current organisational

possibilities whether the Contractor shall have the defective part or delivery item sent to it for repair or replacement. If the work to rectify the defect is carried out at the site of assembly, Articles 15 and 50 shall apply accordingly. The repair time shall in each case be extended by the time necessary for the delivery of replacement parts from the Contractor's contracting parties. The Contractor shall be obliged to dismantle and assemble the delivered object if this is necessary and requires special knowledge. If special knowledge is not required, the Contractor's obligation to remove the defect shall end with the delivery of the correctly repaired or replaced part to the Ordering Party.

55. If the Ordering Party has reported a defect in accordance with Art. 53 and a defect for which the Contractor is responsible cannot be established, the Ordering Party shall pay the Contractor the costs incurred by the Contractor in connection with such reporting of the defect.
56. The Ordering Party shall, on its own account, endeavour to dismantle and assemble items of equipment that do not belong to the work, insofar as this is necessary to rectify the defect.
57. In the absence of stipulations to the contrary, the necessary transport of the delivered object and/or parts of the delivered object to and from the Contractor's plant in connection with the rectification of defects for which the Contractor is responsible shall be at the Contractor's risk and expense. In the event of such transport, the Ordering Party and the carrier employed shall comply with the Contractor's instructions.
58. If the work is not at the site of assembly, the Ordering Party shall bear all additional costs that the Contractor incurs in connection with this when rectifying the defect.
59. The replaced defective parts shall be submitted to and become the property of the Contractor.
60. If the Contractor does not fulfil its obligations in accordance with Art. 54 within a reasonable period of time, the Ordering Party may set in writing a final deadline for the Contractor within which the Contractor shall fulfil its obligations. If the Contractor fails to fulfil its obligations within this final deadline, the Ordering Party may carry out the necessary repairs or have them carried out by a third party at the Contractor's expense and risk. If the Ordering Party or a third party has carried out a successful repair, all claims of the Ordering Party against the Contractor in respect of this defect shall be covered together with reimbursement of the relevant costs incurred by the Ordering Party.
61. If the repair in accordance with Art. 60 is unsuccessful,
 - a. then the Ordering Party may demand a reduction in the contract price corresponding to the reduced value of the work, but the reduction shall in no case exceed ten per cent of the contract price, or
 - b. if the defect is so significant that the delivered object is unusable, the Ordering Party may withdraw from the contract after giving written notice to the Contractor. The Ordering Party may demand compensation for the damage caused to it up to a maximum of 10 per cent of the net contract price.
62. The Contractor shall not be liable for defects that are related to the documentation or materials provided to it by the Ordering Party or to the design (guidelines, recommendations, technical

assumptions) prescribed or established by the Ordering Party or to the modifications made in accordance with the Ordering Party's request.

63. The Contractor shall only be liable for defects that occur under the contractually stipulated operating conditions and in the case of proper use of the work. The Contractor shall not be liable for defects related to poor maintenance or faulty repair by the Ordering Party or changes made without the written consent of the Contractor. Finally, the Contractor's liability shall not include normal wear and tear or deterioration.
64. Without prejudice to the provisions pursuant to Art. 51–56, the Contractor's liability for defects in any part of the work shall be limited to one year from acceptance. If acceptance is delayed for reasons for which the Ordering Party is responsible, the Contractor's liability for defects shall end at the latest 15 months after the delivery of the work from the Contractor's plant.
65. Subject to the provisions of Art. 51–64, the Contractor shall not be liable for defects. This applies to any damage caused by the defect, such as production downtime, lost profit or other indirect damage. The limitation of the Contractor's liability shall not apply in the event of intentional fault on the part of the Contractor.

LIABILITY FOR DAMAGE CAUSED BY THE WORK

66. The Contractor shall not be liable for damage caused by the work after its completion if it is in the possession of the Ordering Party. Furthermore, the Contractor shall not assume any liability for damage to products manufactured by the Ordering Party or to goods that contain a product manufactured by the Ordering Party. If claims or demands for damages within the meaning of the preceding paragraph are made to the Contractor by a third party, the Ordering Party shall accede to such proceedings and shall indemnify the Contractor against liability for the claims made by the third party. If a third party asserts a claim for damages described in this article against the Contractor or the Ordering Party, each party shall immediately notify the other in writing. The Contractor and the Ordering Party are obliged to appear before a court of law or an arbitration tribunal which examines claims for damages brought against one of the parties in connection with the alleged damage caused by the work. In the event of any doubt, the competent court shall always be the Polish common court with competence over the subject matter according to the Contractor's registered office.

FORCE MAJEURE

67. Each party shall be entitled to cease the performance of its obligations under the contract in the event of force majeure and when the performance of the contract is prevented or significantly restricted by the following circumstances: labour disputes (including strikes) and all other circumstances beyond the control of the parties, such as fire, war, general mobilisation, insurrection, requisition or confiscation of items of the Contractor's or the Ordering Party's property, embargo, significant restrictions on energy consumption and faulty or delayed deliveries by subcontractors due to the circumstances listed above. If one of the circumstances listed in this article occurs before or after the conclusion of the contract, it shall entitle the Contractor to cease the performance of its contractual obligations only if the impact of this circumstance on the fulfilment of the contract was not foreseeable at the time the contract was signed.
68. The contractual party invoking force majeure shall immediately notify the other party in writing of the occurrence and termination of such circumstance. If force majeure prevents the Ordering Party from

fulfilling its contractual obligations, it shall reimburse the Contractor for the costs incurred for securing and protecting the work.

69. In spite of all the consequences established in these General Terms and Conditions, each party has the right to withdraw from the contract by notifying the other party in writing if the discontinuation of fulfilment of the contract in accordance with Art. 67 lasts for more than six months.

FORESEEABLE FAILURE TO MEET OBLIGATIONS

70. Without prejudice to provisions in these General Terms and Conditions to the contrary regarding discontinuation of fulfilment of obligations, the Contractor shall have the right to discontinue the fulfilment of its contractual obligations if it is clear from the circumstances without any doubt that the other party will not be able to fulfil its obligations. The Contractor fulfilling its contractual obligations shall notify the other party thereof in writing without delay.

INDIRECT DAMAGES

71. Except as otherwise provided in these General Terms and Conditions, the Contractor's liability to the other party for production downtime, lost profit, lack of use, contractual losses or any other indirect damage is excluded.

DISPUTES AND APPLICABLE LAW

72. All disputes arising out of or in connection with the contract shall be finally settled in court in accordance with Polish law as provided for in Art. 66 of these Terms and Conditions.
73. The Contract shall be governed by the substantive law applicable to the registered office of the Contractor.