

GENERAL TERMS AND CONDITIONS OF SALE

Remark-Kayser Sp. z o. o.

These general terms and conditions of sale (hereinafter referred to as "GTC") have been established in accordance with Article 384 of the Civil Code, apply to Contracts concluded by **REMARK-KAYSER Spółka z ograniczoną odpowiedzialnością**, with its registered office in Batorowo at ul. Skośna 4 (hereinafter referred to as "R-K"), entered into the register of entrepreneurs under the KRS number 0000155552 (District Court Poznań – Nowe Miasto i Wilda, 8th Commercial Division of the National Court Register), share capital: PLN 2,000,000.00, Tax Identification Number (NIP): 7811095831, National Business Register Number (REGON): 630689063, where R-K acts as the seller/supplier of goods or services.

I GENERAL PROVISIONS

1. These GTC shall apply to contracts which R-K concludes with its counterparties not being consumers within the meaning of the *Consumer Rights Act of 30 May 2014 (Polish Journal of Laws of 2017, item 683, as amended) and as defined in Article 22¹ of the Civil Code.*
2. These GTC shall form an integral part of each such Contract.
3. Should the Parties stipulate in a Contract any terms other than the rules laid down herein, such terms shall only apply insofar as they are contrary to these GTC.

II DEFINITIONS

The following terms used herein shall have the following meanings:

1. "GTC" shall mean these General Terms and Conditions of Sale;
2. "R-K" shall mean REMARK-KAYSER Spółka z ograniczoną odpowiedzialnością, with its registered office in Batorowo at ul. Skośna 4 (hereinafter referred to as "R-K"), entered into the register of entrepreneurs under the KRS number 0000155552 (District Court Poznań – Nowe Miasto i Wilda, 8th Commercial Division of the National Court Register), share capital: PLN 2,000,000.00, Tax Identification Number (NIP): 7811095831, National Business Register Number (REGON): 630689063;
3. "Counterparty" shall mean any entity ordering a service at R-K (including construction works) and/or buying goods from the same;
4. "Parties" shall mean R-K and/or Counterparty, respectively;
5. "Contract" shall mean a service contract and/or sale contract and/or any other contract made between R-K, acting as the seller or supplier, and a Counterparty. A Contract shall not require a separate contract document, unless the Parties agree otherwise;
6. "Subject of the Contract" shall mean goods and/or services and/or a work, or similar activities which R-K undertakes to provide or deliver;
7. "Order" shall mean a document sent by the Counterparty, which specifies material terms of the Contract and is not binding on R-K;
8. "Order Confirmation" shall mean a document sent by R-K, by which R-K accepts or amends the Order;
9. "Price" shall mean the contractual price for the goods the Counterparty buys from R-K and/or the remuneration for the services which R-K renders for the Counterparty;
10. "Business Day" shall mean any day other than a Saturday or a public holiday.
11. "Office Hour" shall mean any hour on a Business Day from 8:00 a.m. to 4:00 p.m.

III CONCLUSION OF CONTRACT

1. A Contract shall be made by R-K and the Counterparty once the Counterparty has placed a relevant Order and received the Order Confirmation issued by R-K, on the terms laid down in the Order Confirmation. The Contract shall become binding if the Counterparty does not challenge the terms stipulated in the Order Confirmation within one Business Day.

2. The Contract may also be concluded in the form of a separate contract document, if both Parties so agree.
3. Any amendment to the Order introduced by the Counterparty shall require a re-acceptance by R-K, by way of another Order Confirmation; in the absence of such confirmation, the amendment to the Order shall not be binding on R-K.
4. In order for the Contract or an amendment thereto to be valid, any statements sent between the Parties in this respect should be served on the other Party by mail, fax or e-mail. This shall apply in particular to Orders and Order Confirmations.
5. Where R-K is unable to carry out the Contract, in full or in part, due to reasons beyond its control, R-K may withdraw from the Contract, in full or in part, within 14 days after it was concluded. R-K shall not be liable for any damage arising therefrom.
6. Business proposals which R-K may send to possible Counterparties shall not be regarded as offers within the meaning of the Civil Code, and consequently they shall not be binding. Such proposals shall only constitute information which allows the Counterparty to prepare its Order.
7. Deadlines for R-K to complete the Contract shall be agreed on an individual basis. In extraordinary circumstances beyond R-K's control, R-K shall be allowed to complete the Contract with a delay of up to 7 Business Days, which shall not entitle the Counterparty to file any claims, including claims for compensation.
8. In performing the Contract, R-K may use sub-suppliers or subcontractors of its choice, in particular transport and freight forwarding companies. R-K shall settle all liabilities to such sub-suppliers or subcontractors, which liabilities shall not charge the Counterparty, unless the Parties stipulate otherwise in the Contract.
9. In the event any representatives of R-K, sub-supplier or subcontractor must enter the Counterparty's plant to perform the Contract, the Counterparty shall conduct appropriate OHS, fire protection and environmental training, and shall familiarise them with the rules and regulations applicable at the Counterparty's site insofar as necessary for their works.
10. R-K shall not be liable for damage caused to the Counterparty, also by sub-suppliers or subcontractors of R-K, to the extent such damage is due to the Counterparty's failure to provide appropriate training or information.

IV PRICE

1. The Price must be approved by R-K in the Order Confirmation or in a separate contract document.
2. The Price may be expressed in Polish zlotys (PLN), US dollars (USD) or euros (EUR).
3. Unless the Contract specifies otherwise, the Price shall be payable in full before R-K performs the Contract, by transfer made to the bank account which R-K specifies in the pro-forma invoice. The Contract may allow for a deferred payment of the full Price or a part thereof, or any other method of payment, also in the form of a letter of credit, CAD cash collection, other types of cash collection or a mix of the said methods.
4. The Price shall be deemed paid on the day the R-K's bank account is credited.
5. If any extraordinary circumstances occur after the Contract is made, which give reasons to increase the Price (such as an increase of customs duty, introduction of additional customs duties, introduction of other public-law charges), R-K may correspondingly increase the Price on a unilateral basis, specifying the reason.
6. The Prices defined by R-K shall be net prices which must be increased by due VAT at the currently applicable rates, unless the provisions of law stipulate that the tax must be paid by the Counterparty.
7. If the Counterparty is in delay with paying the contractual Price, R-K may suspend the performance of the Contract until the Counterparty has paid all liabilities plus interest for delay. If a delay with the payment of any liability to R-K exceeds 14 days, R-K may withdraw from the Contract without determining any additional time limit for payment. R-K shall not be liable for any damage arising therefrom, and may claim compensation from the Counterparty due to the damage which R-K has incurred as a result of withdrawal from the Contract. In particular, R-K shall charge the Counterparty with the

costs which R-K incurred in carrying out the Contract until the withdrawal. Costs incurred in performing the Contract shall include in particular the costs of materials, raw materials, components, and labour provided by R-K's employees, subcontractors and/or sub-suppliers. R-K may also claim compensation for lost profits. In addition, in the event R-K withdraws from the Contract by fault of the Counterparty, the Counterparty shall pay a contractual penalty equal to 20% of the Price. Payment of contractual penalty by the Counterparty shall be without prejudice to the right of R-K to claim compensation if the value of damage exceeds the amount of contractual penalty.

8. If the Counterparty is in delay with paying the Price to R-K, the Counterparty shall also pay to R-K statutory interest for delay in commercial transactions.
9. The Counterparty may set off its liabilities to R-K against the amounts receivable from R-K, arising out of any provisions of the Contract.
10. R-K stipulates that the ownership in the goods sold or work performed under the Contract may be transferred to the Counterparty only when the Counterparty has paid the full Price to R-K.
11. The Counterparty shall not assign any amounts payable to R-K to any third parties without a written consent by R-K.
12. R-K reserves the right to sell (assign) claims to third parties.

V DELIVERY AND ACCEPTANCE OF GOODS

1. The provisions of the Contract shall be subject to Incoterms 2010, as per individual arrangements which the Parties stipulate in the Contract. In the absence of such arrangements, R-K shall sell goods on EXW basis according to Incoterms 2010.
2. Upon accepting the goods, the Counterparty shall thoroughly examine them for their quantity, conformity with the technical specification included in the Contract, and any visible defects. The examination shall also cover the enclosed technical documentation of goods, if any. Once the examination is completed, the Parties shall sign the goods release note. By signing the release note, the Parties confirm that the specified parameters of goods conform to the Order and that the goods have no defects. The Counterparty may not be released from the obligations defined in this subclause and from the effects of their breach, by invoking the commonly applied practice of accepting and trading in goods.
3. If goods are delivered to the location specified by the Counterparty, the Counterparty or a person authorised by the same shall confirm the acceptance of goods, approve their parameters, and state that they have no defects and that the technical documentation is correct, by signing the transport documents (such as CMR, bill of lading or delivery note).
4. The Parties agree that the cost of loading the goods for transport shall be borne by R-K, and the cost of unloading shall be borne by the Counterparty, unless otherwise set forth in the Contract.
5. The cost of transport shall be borne by the Counterparty, unless otherwise set forth in the Contract.
6. The risk of loss of or damage to the goods shall be transferred to the Counterparty at the moment the goods are released for unloading, and if the goods are handed over to a carrier chosen by the Counterparty, then at the moment they are handed over to such carrier, unless otherwise set forth in the Contract. The aforesaid risks shall be governed by Incoterms 2010.
7. The goods shall be deemed handed over for unloading at the moment the Counterparty signs the transport document.

VI ACCEPTANCE OF SERVICES

1. R-K shall notify the Counterparty of the time for accepting the completed services, by e-mail or telephone, 24 hours before that time.
2. The Parties shall confirm the acceptance with a written acceptance certificate, which must specify that the services have been completed with no defects and that they are delivered to the Counterparty.
3. If any defects are found during the acceptance procedure, R-K shall remove them within the period jointly agreed in the acceptance certificate.

4. In the event the Counterparty fails to appear for the acceptance procedure, R-K shall carry out the procedure on a unilateral basis.
5. The acceptance of services, confirmed by the acceptance certificate, shall form grounds for R-K to issue a relevant invoice.

VII DEFECTS IN GOODS OR SERVICES

R-K'S LIABILITY UNDER WARRANTY

1. The Counterparty shall notify R-K of any defects found within the warranty period, forthwith but no later than 2 days after they are revealed, under pain of losing the rights under warranty. R-K shall only be liable for defects revealed in the warranty period defined in the warranty document.
2. In order for a defect notification to be valid, it must be sent in writing by registered mail or by e-mail to office@r-k.com.pl and to the e-mail address of the contact person representing R-K, specified in the Order Confirmation, with the proviso that the Counterparty shall make the defective goods available for review by R-K, at R-K's office or in the place of service, at each request made by R-K.
3. R-K shall process and respond to complaints within 7 Business Days after the date the Counterparty filed the complaint. A response for a complaint shall be sent in writing by registered mail or e-mail. R-K may extend the deadline for processing the Counterparty's complaint if this is required by necessary conditions for testing the batch of goods or the service complained about, or if it is required to commission or conduct a study or laboratory testing. In each case, any complaint must be processed within 21 Business Days.
4. If R-K accepts the complaint, it shall at its sole discretion choose to repair or replace the defective goods with goods being free of defects, or remove the defects in the service, at its own expense and in the period agreed by the Parties. Where the replacement of goods is impossible or requires R-K to incur additional expenses, R-K may refuse to replace the goods and reimburse the Counterparty for a corresponding part of the Price. The Counterparty shall allow R-K, without undue delay, to carry out the complaint-related activities, and make available the machinery and equipment located at the Counterparty's plant, which are necessary to carry out the said activities.
5. R-K and the Counterparty shall jointly perform the acceptance procedure for the works performed as a result of accepting the complaint.
6. R-K shall be released from its liability under warranty if the defect was not due to reasons attributable to the goods sold or was caused by the Counterparty using the goods improperly and/or incorrectly, or was caused by fault of the Counterparty or third parties.
7. The Counterparty shall be liable for adequate selection of the goods and services to be ordered, as well as their properties and parameters, as appropriate for their intended use. The risk of selecting inappropriate goods or services defined in the Contract for their intended use shall only be borne by the Counterparty. Any information which R-K provides in this respect shall only constitute general information which may not be regarded as grounds for any claims.
8. Where the selection of appropriate goods is covered by the Subject of the Contract, R-K shall select the goods based on the Counterparty's information on the conditions in which the goods will be used. R-K shall not be liable for a wrong selection of goods if the information provided by the Counterparty during the selection of goods and/or performance of the Contract is incomplete, false or untrue.
9. Initiation of the complaint procedure shall not release the Counterparty from its obligation to pay the Price.
10. Specific terms of warranty shall be specified in the Order Confirmation and/or contract document and/or appendices thereto. If the Order Confirmation and/or Contract and/or appendices thereto do not specify any terms of warranty, this shall mean that the warranty has not been granted. Warranty Conditions should specify the period of warranty. The General Terms and Conditions of Proper Use, which R-K provides to the Counterparty, shall not be regarded as Warranty Conditions.
11. R-K shall not be liable for the costs of installation and/or removal of defective and/or new or repaired goods, for related costs of servicing

- or maintenance, the costs of equipment downtime, or any other costs incurred in performing the obligations arising from the warranty, repair or replacement of defective goods. In addition, R-K shall not be obliged to pay compensation for any losses which the Counterparty has or may have incurred due to a warranty event, including compensation for lost profits, in particular for businesses losses caused by downtime of production activities or process lines or parts thereof.
12. The liability of R-K for liabilities under warranty, compensation or any other title, as referred to in these GTC, Contract or Order, shall be limited to the net value of the defective goods or batch of goods.
 13. The Parties hereby exclude the liability of R-K under implied warranty [Polish: *rekojmia*].

VIII DELAY IN ACCEPTING GOODS DELIVERED OR SERVICES PERFORMED

PARTIES' LIABILITY FOR COMPENSATION

1. If the Counterparty is in default with the acceptance of the goods or service, which default exceeds 7 days, the Counterparty shall pay to R-K a contractual penalty (the cost of storage) amounting to PLN 70 per square metre of the area owned by R-K and occupied by such non-accepted goods, calculated for each commenced calendar month of storage starting from the handover date defined in the Contract. If the Contract stipulates that the Counterparty must settle its liabilities in a currency other than PLN, the value of the penalty shall be converted into such other currency at the exchange rate published by R-K's bank on the date the Contract was concluded. Where the cost of storing the goods exceeds the value of calculated contractual penalty due to any special requirements concerning their transport and/or storage, R-K may claim supplementary compensation. R-K may also withdraw from the Contract if the Counterparty is in default with accepting the goods for more than 14 days. If R-K withdraws from the Contract, the Counterparty shall not be released from the obligation to pay the stipulated contractual penalty and the full Price.
 2. In the event the damage exceeds the stipulated contractual penalty, R-K may claim supplementary compensation.
 3. Compensation for damage incurred by the Counterparty due to a failure to perform or improper performance of the Contract shall in each case be limited to the net Price of the goods or service, with the proviso that R-K may only be liable for such damage incurred by the Counterparty which is foreseeable and falls within normal consequences of actions or omissions. In addition, the liability of R-K shall not include the right to claim reimbursement for lost profits or the liability for indirect damage.
 4. In particular, R-K shall not be liable for damage caused by improper or unprofessional operation, incorrect installation or start-up made by the Counterparty or third parties, normal wear and tear, improper or negligent use, and in particular for the consequences of any unprofessional alterations made without the consent of R-K, for using the goods with different parameters, or for repairs carried out by the Counterparty or third parties.
 5. R-K shall not be liable for functional or operational deficiencies in the goods caused by wrong selection of equipment or improper design of a system by the Counterparty, who must carefully check and verify (before making the purchase) whether the functionalities offered by the R-K's goods suit the Counterparty's needs.
 6. R-K shall not be liable for any claims of third parties arising from or related to the use of goods by the Counterparty or unauthorised third parties to the detriment of the Buyer.
 7. R-K shall not be liable for the Counterparty's failure to obtain any legally required licences.
4. These GTC and any documents relating to the conclusion and performance of the Contract are made in Polish and/or English. In justified cases, the Contract may be made in a language other than those mentioned above. In such a case, the Contract shall be made in two languages which must include Polish or English. In the event of discrepancy between the Polish and English texts, the Polish version shall prevail. In the event of discrepancy between the text made in a language other than Polish or English and the English text, the English version shall prevail.

X CONFIDENTIALITY

1. The Counterparty shall maintain confidentiality of all information acquired from R-K in concluding or performing the Contract, unless such information is in public domain. The Counterparty shall be liable for the confidentiality obligation of the entities and persons who represent the Counterparty's rights.
2. The confidentiality obligation shall not cease once the Contract expires or is terminated.
3. Without R-K's consent, the Counterparty may not mention in its announcements, advertisements or tender procedures that it orders goods or services from R-K.

XI PROTECTION OF PROPERTY AND COPYRIGHTS

1. A transfer by R-K of any author's economic rights in any plans, designs, studies or models made/delivered by R-K shall require a separate written statement of R-K specifying the fields of exploitation concerned by such transfer.
2. The Counterparty shall transfer to R-K, free of charge, author's economic rights in any plans, designs, studies or models which R-K delivers under the Contract, in the fields of exploitation covering their intended use in order to carry out the Contract, and derivative performance to the necessary extent. R-K may introduce any alterations and modifications insofar as necessary to perform the Contract, or commission such alterations and modifications to third parties. R-K shall acquire the author's moral and economic rights in the completed works, studies and alterations, in particular the right to publish information on such works in its own marketing materials.

XII PROVISIONS ON PERSONAL DATA PROTECTION

1. Pursuant to Article 13 of the General Data Protection Regulation of 27 April 2016 ("GDPR"), on behalf of R-K acting as the Administrator, we hereby inform you that:
 - a. **REMARK-KAYSER SPÓŁKA Z O.O.**, with its registered office in Batorowo, National Business Register Number (REGON): 630689063, Tax Identification Number (NIP): 7811095831, entered into the National Court Register under the KRS number 0000155552 (District Court Poznań – Nowe Miasto i Wilda), telephone: +48 61 654 35 50, e-mail: office@r-k.com.pl, is the Administrator of the personal data of Counterparties.
 - b. The personal data of Counterparties shall be processed in order to:
 - i. carry out business negotiations and provide in this respect all necessary business information,
 - ii. conclude, perform and continue the Contract,
 - iii. carry out the legal obligations imposed on R-K as the Administrator (in particular: to issue and store invoices, proofs of sale and other accounting documents, as well as to process complaints),
 - iv. determine and pursue claims,
 - v. prepare lists, analysis and statistics (for internal purposes of the Administrator),
 - vi. verify creditworthiness,
 - vii. support customer service,
 - viii. carry out general business cooperation, pursuant to Article 6(1)(a), (b), (c), (d) and (f)

IX JURISDICTION, GOVERNING LAW, LANGUAGE

1. Any disputes shall be resolved by the court competent for the registered office of R-K.
2. The Contract shall only be governed by the laws of Poland.
3. In its activities, R-K applies the CODE OF ETHICAL AND SOCIAL STANDARDS, which forms a separate document available at www.r-k.com.pl/documents. The Counterparty shall comply with the provisions of that Code.

of the General Data Protection Regulation of 27 April 2016.

- c. R-K as the Administrator processes personal data under Article 6(1)(a) or (b) of the GDPR – processing is necessary for the performance of a contract to which the data subject is a party or in order to take steps and negotiations at the request of the data subject prior to entering into a contract.
 - d. The Counterparty's personal data may be provided to entities authorised to acquire personal data under provisions of law and, as far as necessary, to postal operators, couriers, transport companies, companies providing the Administrator with IT support services, Administrator's business partners (insofar as necessary to perform the Contract and carry out negotiations aimed at entering into the Contract).
 - e. The Counterparty's personal data shall be stored for an adequate period being no longer than the periods stipulated in currently applicable laws for different areas of personal data processing. The said period shall be justified by the performance of the concluded contract and the related rights and obligations.
 - f. The Counterparty has the right to request from the Administrator access to personal data and, in cases justified by the Contract made with R-K as the Administrator, rectification or erasure of personal data or restriction of processing, to object to processing as well as, under the conditions provided for by law, the right to data portability.
 - g. The Counterparty has the right to lodge a complaint with a supervisory authority.
 - h. The provision of personal data by the Counterparty shall be a condition for concluding the Contract and shall be voluntary.
 - i. The Counterparty's data shall not be subject to automated decision-making (profiling).
2. Each provision by the Counterparty of any personal data to R-K as the Administrator, in the absence of any other purpose of processing, shall imply authorisation for the Administrator to process such data, in particular for the purpose of replying to an inquiry, conducting business negotiations or entering into the Contract.

XIII FORCE MAJEURE

1. Liability of the Parties for non-performance or improper performance of the Contract shall be excluded by force majeure events.
2. Force majeure events shall be external and sudden events beyond the Parties' control, which could not have been foreseen or prevented but which affect the performance of the Contract in such a way that they make it impossible to perform it in full or in part, over a certain period or indefinitely, and which may include in particular the circumstances listed in subclause 3.
3. By "force majeure" the Parties shall understand in particular the acts of terror, wars (whether or not declared), blockages, insurrections, riots, epidemics, landslides, earthquakes, floods, explosions and other occurrences fulfilling the conditions referred to in subclause 2. Force majeure events shall not include strikes of employees or shortage of staff at any of the Parties.
4. The Party affected by a force majeure event shall have the following obligations:
 - a. the Party affected shall notify the other Party of the emergence and cessation of force majeure event. The notifications, made by mail (including e-mail), courier or phone, shall be sent without undue delay but no later than 3 days after the force majeure emerged;
 - b. if the force majeure event is reported by phone, it shall be forthwith confirmed in writing, and the other Party must be provided with documentation which explains the nature and reason of the force majeure event, within seven (7) days from the date of the written confirmation of the notification of force majeure event, under pain of losing the rights under this clause, unless the provision of such documentation is impossible.

5. If the force majeure event does not cease within 14 days from the written notification sent to the other Party, the Parties shall meet to take actions aimed at avoiding further delay in performing the Contract or to agree on whether the Contract may be continued or must expire or be terminated.

XIV FINAL PROVISIONS

1. In the event any of the provisions hereof proves to be invalid or ineffective, this shall be without prejudice to the validity and effectiveness of other provisions hereof. In such case, the Parties shall adopt such provisions which effectively reflect the original intentions of the Parties.
2. The provisions of these GTC and of the Code of Ethical and Social Standards are available at R-K's website (www.r-k.com.pl/documents) and may be amended by R-K at any time.
3. These GTC shall enter into force on 1st of July, 2019.

Management Board of REMARK-KAYSER Spółka z o.o.

v.1-26/03/2019