

GENERAL TERMS AND CONDITIONS OF DELIVERY OF "KRAKODLEW" S.A. GOOD AND SERVICES

1. The Contract covers provision and sales by "Krakodlew" S.A. of goods and services specified in a relevant order confirmation/offer and purchase and receipt by the Ordering Party of such goods and services as specified in the order confirmation/offer, at time, place and under conditions set forth in the order confirmation/offer.
2. "Krakodlew" S.A. shall consider an order accepted for processing after receipt from the Ordering Party of a written statement saying that it accepts the conditions specified below as well as in the order confirmation/offer. If the Ordering Party fails to submit the statement within 3 working days from the receipt of the order confirmation, it shall be deemed that it has accepted the conditions presented. "Krakodlew" S.A. shall not be responsible for errors in orders and is entitled to charge the Ordering Party with the costs of production and transport resulting from such an error.
3. The prices agreed by the Parties and the bases for calculating them are confidential and shall not be revealed to third parties under any circumstances. The confidentiality obligation shall remain in force also after the order has been fulfilled.
4. Any increase in the price of raw materials and/or labour and/or other materials necessary for the production of the goods and services specified in the order confirmation/offer entitles "Krakodlew" S.A. to ask the Ordering Party to renegotiate the prices listed in the confirmation/offer.
5. The Ordering Party undertakes to pay for the goods and services specified in the order confirmation/offer based on the invoices issued by "Krakodlew" S.A. within the deadline and in the manner specified in the order confirmation/offer.
6. For withdrawal from the Contract through its own fault, the Contracting Party shall pay to "Krakodlew" S.A. a contractual penalty amounting to 20% of the remuneration for the subject of the Contract. If the contractual penalty does not cover the damage caused, "Krakodlew" S.A. may seek damages in excess of the damage caused.
7. The Ordering Party shall take over the goods and services ordered as specified in the order confirmation/offer within 7 days from the date it received an appropriate notification. Should it fail to take over the goods and services within the specified deadline, "Krakodlew" S.A. may charge it with storage costs in the amount of 0.1% of the order value per one day of storage.
8. "Krakodlew" S.A. represents that it is a VAT tax payer with tax identification number 678-101-02-25.
9. The Ordering Party agrees that VAT invoices may be issued without its signature.
10. The Ordering Party shall accept VAT invoices issued by „Krakodlew" S.A. in accordance with the terms of the accepted order.
11. Until the full price is paid for the goods and services specified in the order confirmation/offer, "Krakodlew" S.A. reserves the right to ownership of the delivered goods.
12. "Krakodlew" S.A. shall not be held liable for failure to fulfil the Contract in whole or in part if it results from the occurrence of *force majeure*. *Force majeure* circumstances include: fire, flood, snow, strikes, social unrest, acts of war, orders of the General Directorate for National Roads and Motorways (GDDKiA) and other authorities' orders preventing timely delivery, breakdowns, electricity blackouts, lack of water and fuel supplies preventing the Company to carry out its business for more than 3 working days.
13. Any complaints as to the Contract performance may be submitted by the Ordering Party during the warranty period, i.e. within 12 months from the receipt of the goods and services specified in the order confirmation/offer (or other timeframe agreed separately with the Ordering Party). Complaints must be in writing and must be supported with official documents providing a basis for the complaint (weighing report, chemical composition control report, control measurement report, etc.). Complaints filed after the timeframe set forth herein shall not be considered.
14. Any complaints filed by the Ordering Party shall not impact, until a decision on the complaint is taken, on the total value of the Contract or payment dates specified in the order confirmation/order.
15. If "Krakodlew" S.A. rejects the complaints filed by the Ordering Party, and the Ordering Party disagrees with the justification for the rejection thereof, then, in reasonable cases, a decision issued by an objective laboratory accredited by the Polish Centre for Research and Certification (PCBC) or other laboratory agreed between the Ordering Party and "Krakodlew" S.A. shall be conclusive. The losing side shall bear the costs of the examination conducted.
16. Should the Ordering Party default with payment, "Krakodlew" S.A. shall be entitled to statutory interest on the amounts not paid on time.
17. In matters not regulated herein, the relevant provisions of the Civil Code shall apply.
18. Any disputes arising out of the performance hereof shall be resolved by the court competent for the registered office of "Krakodlew" S.A.
19. Any amendments hereto shall be in writing or shall otherwise be null and void.