

**GENERAL TERMS AND CONDITIONS OF PURCHASE OF
AB NEO POLSKA SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ**

In these terms and conditions:

Buyer means AB NEO Polska Spółka z ograniczoną odpowiedzialnością with its registered office in Bruszczewo at Główna 3A, 64-030 Śmigiel, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań – Nowe Miasto and Wilda in Poznań, IX Commercial Department of the National Court Register under KRS number: 0000751464, REGON: 381471916, NIP: 5252765414, share capital PLN 30,005,000.

Agreement means a single contract for the sale and/or delivery of the Goods concluded by the Buyer and the Seller on these terms and conditions, (if any) Special Conditions, other standard commercial terms and conditions that the parties agree to apply and in accordance with the Purchase Order. In the event of a conflict between these terms, the order in which they apply will be as follows: (i) Special Terms, (ii) these Terms, (iii) Purchase Order.

Intellectual Property Rights means intellectual property rights, including in particular patents, rights to inventions, trademarks, rights to confidential information (including *know-how* and trade secrets), copyrights, design rights (and any similar or related rights existing anywhere in the world, whether registered or not and regardless of the application for protection, to materials, equipment, tools, dies, stencils, drawings, concepts, ideas, studies, specifications, data and software, in each case, in any jurisdiction worldwide.

Damage(s) means the loss suffered by the injured party (*damnum emergens*) and the benefits that could have been obtained if the damage had not been caused to him (*lucrum cessans*), in particular any loss, loss of profits, claims, liabilities, expenses, compensation, incurred or payable, whether arising directly or indirectly, including expenses and costs of proceedings, costs of legal and other professional services incurred as a result of the breach of the Agreement.

Purchase Order means a single, numbered purchase order placed by the Buyer in writing, by e-mail or phone under these terms or any Special Conditions, or multiple purchase orders placed by the Buyer in connection with a given Agreement.

Force Majeure – means an extraordinary external event, the occurrence and consequences of which cannot be predicted or prevented, in particular extraordinary actions of natural forces, such as hurricane, earthquake, flood and war, riots, radioactive contamination, pandemic, epidemic or any other similar act of laws, strike and legislative action of the authorities or other situations resulting in the impossibility of performing the contracts to which these General Terms and Conditions of Sale apply.

Seller means a natural person, legal person or organizational unit to which the law grants legal capacity, selling Goods.

Goods means any Goods, materials, goods specified in the Purchase Order as amended.

Special Conditions means (if any) terms and conditions communicated to the Seller in writing or by e-mail, including in particular any product specifications and/or quality requirements with which the Goods must comply, as well as internal terms and conditions and policies established by the Buyer applicable at the Buyer's premises (e.g. delivery regulations).

2 GENERAL PROVISIONS

- 2.1 These general terms and conditions of sale apply to Contracts for the purchase of Goods concluded by the Buyer.
- 2.2 These terms and conditions are the only terms on which the Buyer is prepared to enter into contracts with the Seller and to which the Contract will be subject to the complete exclusion of all other terms, including the Seller's terms, whether express or implied (except for the terms imposed by law or by any prior representation made by the Buyer to the Seller, which form an integral part of this document). The

submission by the Seller of a response to the Buyer's offer, aimed at its acceptance, but containing additional or different conditions from these terms and conditions (regardless of whether they substantially change these terms and conditions or not) shall not be considered as acceptance of the offer, but as a new offer of the Seller, which requires express acceptance by the Buyer in order for the Agreement to be concluded.

- 2.3 Any arrangements made by the Parties prior to the conclusion of the Agreement, and not confirmed therein, do not form part of the Agreement.
- 2.4 If, after the conclusion of the Agreement of which these general terms and conditions of purchase are part of, further contracts of purchase of Goods are concluded between the Seller and the Buyer, without reference to any conditions of purchase, such concluded contract shall be deemed to be subject to these general terms and conditions of purchase.
- 2.5 The Buyer reserves the right to change these general terms and conditions of purchase. In the case referred to in clause 2.5, the Buyer shall notify the Seller of these changes and shall immediately deliver to the Seller the amended content of the general terms and conditions of purchase. If the Seller does not agree to the amended content of the general terms and conditions of purchase, it may terminate the Agreement at the earliest notice period.
- 2.6 The United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on 11.04.1980, does not apply to the concluded Agreements.
- 2.7 Any Order for the purchase of Goods placed by the Buyer with the Seller shall be considered as an offer of the Buyer for the purchase of Goods under the conditions specified in the Agreement. Any offers made under the Purchase Order by the Buyer, in the event that Purchase Orders for the same or similar Goods have been placed by the Buyer with the Seller in the past, shall be deemed to have been accepted by the Seller, unless (in the event that the Seller has not already committed to provide the Goods in the future) the Seller sends to the Buyer in writing under pain of nullity a notice of rejection of the offer within five days from the date, place a purchase order. No Order shall be binding on the Buyer until it has been assigned an Order Number.
- 2.8 No terms contained in or provided with the Seller's quotation, acknowledgement of receipt of the Purchase Order or acceptance of the Purchase Order, specification or similar document shall form part of the Agreement and the Seller waives the right to invoke these terms in its relationship with the Buyer.
- 2.9 The Buyer may provide non-binding forecasts of its likely demand for the Goods ("Forecasts"). Notwithstanding any Forecast, Seller shall execute all Purchase Orders placed by Buyer in accordance with the binding Agreement. The Seller may submit objections to the presented Forecasts to the Buyer, indicating that it will not be able to implement them within the time expected by the Buyer. However, the Seller is obliged to accept the Order placed by the Buyer in accordance with the previously presented Forecast, if he has not previously raised any objections to this Forecast.
- 2.10 Deliveries of Goods other than those covered by the Purchase Order may be returned to the Seller at his expense and risk.

3 CHANGES

These terms and conditions apply to all purchases of the Buyer, and deviations from these conditions will be effective if expressly agreed in writing under pain of nullity and signed by a duly authorized representative of the Buyer. A derogation from these general terms and conditions of purchase may not be made by implication.

4 SPECIFICATION, DESCRIPTION, SAMPLES AND INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Goods shall conform to the specifications, drawings, samples or other descriptions of the Goods contained or mentioned in the Purchase Order or otherwise delivered to the Seller by the Buyer. All Intellectual Property Rights in works commissioned by the Buyer or developed by the Seller for the execution of the Purchase Order, used by the Seller, in particular to manufacture the Goods (collectively, the "Buyer's Property") shall be the exclusive property of the Buyer. Seller agrees not to use or disclose any such specifications, descriptions or samples or any such Intellectual Property Rights unless necessary for the performance of its obligations under the Agreement.
- 4.2 Machines, equipment, subassemblies and safety devices delivered by the Seller must have: (i) a declaration of EU conformity with harmonized standards, specifications and EU directives (in Polish); (ii) if required by law, durable marking with the CE symbol (does not apply to safety devices); and (iii) operational and technical documentation (DTR) prepared in Polish.

- 4.3 The Seller shall hold all Property of the Buyer with due diligence, at its own risk, with insurance of its full replacement value against all risks, until returned to the Buyer. The Seller is obliged not to dispose of any part of it in a manner other than in accordance with the written instructions of the Buyer.
- 4.4 The Seller shall take all steps and draw up all documents required by the Buyer in order to transfer to him all the Intellectual Property Rights referred to in section 4.1 above.

5 QUALITY

- 5.1 The Goods shall (i) be made by suitably qualified and trained personnel, with due care and of such high quality as the Buyer may reasonably expect from the Seller; (ii) useful for the purpose indicated by the Seller or brought to the attention of the Seller or the purpose for which the Goods are usually used; (iii) have the best possible design and durability, the best quality, materials and workmanship, be free from defects and defects (in terms of design, materials or workmanship) and comply in all respects with the Purchase Order and Special Conditions and any specifications or designs or samples provided to the Seller by the Buyer or of which the Buyer has notified the Seller. The Goods will comply with all laws and other requirements regarding the manufacture, sale or operation of the Items, including those applicable in the country into which the Goods will be imported as part of the Delivery, including any applicable data protection laws, and the Seller will comply with the above laws and requirements.
- 5.2 If the Buyer finds that the Goods do not comply or are likely not to comply with the Purchase Order or any specifications or designs or samples provided to the Seller by the Buyer or the Seller's assurances, the Buyer shall inform the Seller thereof and the Seller shall immediately take the necessary measures to ensure such conformity; in addition, the Buyer shall be entitled to request the Seller to examine the remaining Goods, delivered together with the Products in which defects or non-conformities have been found, at the expense of the Seller, in the presence of the Buyer.
- 5.3 Notwithstanding the foregoing inspections or examinations, the Seller shall be fully responsible for the Items and any such inspection or examination shall not limit or otherwise affect the Seller's obligations under the Agreement.
- 5.4 In the event that any of the Goods does not comply with the provisions of paragraph 5.1, the Buyer shall be entitled to one or more of the remedies listed in paragraph 14 or available to it under the general provisions of its choice, and all such rights and remedies shall be jointly vested in the Buyer.

6 WARRANTIES

- 6.1 The Seller ensures that the Goods comply with the provisions of paragraph 5.1.
- 6.2 In addition, the Seller warrants that it will act in accordance with the Buyer's Code of Ethics made available to the Seller.

7 TERMINATION

- 7.1 The Buyer has the right to withdraw the Purchase Order in respect of all or only part of the Goods by notifying the Seller at any time before the Delivery, in which case the Buyer shall only be obliged to pay to the Seller the value of production in progress to the extent relating to the delivery of these Goods, up to the maximum price of the Goods for which the Buyer has exercised the right of withdrawal, minus the amount obtained by the Seller from the sale of these Goods or work in progress (for these purposes, any sale of the Goods made by the Seller to third parties will be treated as a sale primarily of the Goods or work in progress, withdrawn by the Buyer).
- 7.2 The Buyer has the right to terminate the Agreement at any time with immediate effect by way of notice made in writing under pain of nullity delivered to the Seller. In connection with the termination of the Agreement, the Seller shall not raise any claims against the Buyer if:
 - 7.2.1 the Seller commits a serious breach of any provision of the Agreement; or
 - 7.2.2 there are grounds for declaring bankruptcy against the Seller, including liquidation of its assets or restructuring proceedings; or
 - 7.2.3 a resolution on the dissolution of the Seller is adopted or the court will rule on the dissolution of the Seller; or
 - 7.2.4 The Seller ceases to conduct business activity or there is such a threat; or
 - 7.2.5 the financial situation of the Seller deteriorates to such an extent that, in the opinion of the Buyer, it threatens the Seller's ability to properly perform its obligations under the Agreement; or

- 7.2.6 the Buyer has reasonable grounds to fear that any of the above circumstances will arise in relation to the Seller and will notify the Seller accordingly; or
 - 7.2.7 control over the Buyer or the Seller is taken over. For the purposes of this provision, "acquisition of control" shall be understood in the manner set out in Article 4 point 4 of the Act of 16 February 2007 on competition and consumer protection; or
 - 7.2.8 the Seller sells or otherwise disposes of the Intellectual Property Rights or objects incorporating such rights; or
 - 7.2.9 The Seller shall breach its obligations under the Agreement in a manner other than as indicated in clause (i) above, and if such breach can be remedied, the breach shall not be remedied within 15 days from the date on which the Buyer notifies the Seller of such breach.
- 7.3 Termination of the Agreement, for whatever reason, shall not prejudice the rights and obligations of the Buyer arising prior to such termination. The provisions that apply even after the termination of the Agreement (even if not expressly expressed) will remain in force after the termination of the Agreement.

8 INSURANCE

- 8.1 The Seller shall repair any Damage caused to the Buyer, in particular in connection with (i) defective workmanship or quality of the Goods or other material breach of the Agreement; (ii) any infringement of Intellectual Property Rights resulting from the purchase, sale or use of the Goods, unless such a claim arises from the Seller's strict adherence to the specification or design provided by the Buyer; (iii) claims brought against the Buyer for any Damage suffered by employees or agents of the Buyer or by any customers or third parties to the extent that such Damage was caused, relates to or results from the Goods; and (iv) any acts or omissions of the Seller, its employees, agents or subcontractors in the delivery and assembly of the Goods and the performance of any services forming part of the Goods or any other services, unless such damages result directly from the negligence of the Buyer.
- 8.2 The Seller shall purchase insurance and maintain continuity of insurance cover with a reputable insurer in the scope of its activities related to the obligations arising from the Agreement and liability for damage caused by a dangerous product for a guarantee sum of at least PLN 1 million for each event, the number of events being unlimited. The Seller shall, at the request of the Buyer, present an appropriate policy confirming the conclusion of the insurance contract in question.
- 8.3 Neither party excludes or limits its liability for personal injury, death or fraud or misrepresentation.

9 PRICE

- 9.1 The price of the Goods will be indicated in the Purchase Order (or Special Conditions) and will not include applicable VAT (which will only be payable by the Buyer upon receipt of a valid VAT invoice); The price will include all packing, carriage, insurance and Delivery charges and any duties, taxes or charges other than VAT, in accordance with the relevant Purchase Order or Special Conditions.
- 9.2 The Parties may agree that the Buyer will be entitled to a discount for timely payment or purchases of a certain number of Goods.
- 9.3 If the Seller operates or has its registered office, or if the Agreement is performed (in whole or in part) in a country of the euro area (as at the date of this Agreement) (the "Euro Area Country"), or the Agreement provides for payment in EUR, then the Buyer may meet its payment obligations by making a payment in GBP or USD (at the Buyer's option) to a bank account held for the Seller, only if (i) a Euro Area Country leaves the euro area and exchange controls are put in place that prohibit the Buyer from fulfilling its obligations in euros; or (ii) the euro ceases to exist as a currency.
- 9.4 If the provisions of clause 9.3 apply and the Buyer makes a payment to the Seller in GBP/USD to a bank account, the applicable conversion rate shall be the average EURP/USD exchange rate (as applicable) quoted in the Financial Times over the six (6) month period ending on the date on which the events referred to in clauses 9.3(i) and 9.3(ii) occurred.
- 9.5 If a Party does not receive any undisputed amount due from the other Party under the Agreement on the due date, then it shall be entitled to charge default interest on that amount at the rate of 3 %, calculated from the date on which the amount became due until the date of payment of the full amount.

10 PAYMENT

- 10.1 The Seller shall deliver invoices to the Buyer in an electronic version. The parties may agree to serve paper invoices. Each invoice and bill of lading will indicate the number of the Purchase Order and the designation of the Items.
- 10.2 The Buyer shall be obliged, except if he disputes the validity of the invoice, including a complaint, or the invoice is issued incorrectly (contrary to the regulations or contains errors), to pay for the Goods within 60 days from the date of delivery of the invoice or within another period clearly agreed by the parties.
- 10.3 Without prejudice to any other rights or remedies, the Buyer reserves the right to offset the amounts due from the Seller from time to time against any amounts payable by the Buyer to the Seller under the Agreement.

11 DELIVERY / ACCEPTANCE / PERFORMANCE

- 11.1 The delivery of the Goods will be made by the Seller in accordance with the terms and conditions set out in the Purchase Order. Unless otherwise specified in the Purchase Order, the Buyer is not obliged to collect the Items delivered outside the specified business hours and hours.
- 11.2 Buyer the right not to accept the Goods if they are delivered: (i) on a date other than that stated in the Order; (ii) in quantities other than those specified in the Order; or (iii) in violation of the Order, including these Terms. The non-acceptance of the Goods does not prejudice Buyer's rights to claim compensation for non-performance or improper performance of the Order.
- 11.3 To each Delivery, a consignment note indicating the name of the Seller, the number of the Purchase Order and the Seller's stock number must be attached in a visible place. Where, in accordance with the Special Conditions, other documents also need to be submitted (for example, a certificate of product analysis, a manufacturer's batch number or other production documents for identification), they will be provided in accordance with these conditions. Any costs incurred due to the delay or lack of these documents shall be borne by the Seller.
- 11.4 Notwithstanding paragraph 11.2, the Seller is obliged, at the request of the Buyer, to issue appropriate certificates, attestations or other certificates or warranties.
- 11.5 Unless otherwise agreed in writing, the Buyer shall not be obliged to return the packaging or packaging materials. If the Goods covered by one Order are to be delivered in batches, unless the Buyer has agreed otherwise, the Order shall be treated as one Contract.
- 11.6 Without prejudice to the Seller's liability, the Seller shall immediately notify the Buyer of any events beyond its control which are likely to affect the delivery of the Goods.
- 11.7 The Seller is responsible for the appropriate packaging of the Goods in accordance with their properties.
- 11.8 Upon delivery, before collecting the Goods, the Buyer may examine the delivered Goods by taking and examining samples of the Goods. After the Buyer accepts the samples of the Party's Goods, a written protocol confirming the receipt of the Goods shall be drawn up.

12 LIABILITY

- 12.1 The risk associated with the Goods shall pass to the Buyer upon receipt of the Goods.
- 12.2 The Seller shall immediately notify the Buyer if it becomes aware of:
 - 12.2.1 a defect in the delivered Goods;
 - 12.2.2 circumstances regarding the Seller's production process, which may affect the quality of the Goods, including impurities, parasites or other pathogens found in the production process (also at the Seller's sub-suppliers),
 - 12.2.3 other circumstances than those indicated in point b) above concerning the Seller, which may adversely affect the good name of the Buyer or the reputation of its products,
 - 12.2.4 circumstances that may result in the obligation to withdraw from the market the Buyer's products manufactured from the Goods.
- 12.3 In the event of an obligation to withdraw from the market the Buyer's products manufactured from the Goods, the Seller undertakes to cooperate closely with the Buyer in order to carry out the withdrawal of the Buyer's products from the market in the manner least possible detrimental to the interests of the Buyer, in particular to provide the Buyer with all necessary information, to consult with the Buyer the content of information disclosed to third parties or publicly, and which may affect the business Vendors, cooperate with competent public administration bodies, etc.
- 12.4 In the event of an obligation to withdraw from the market the Buyer's products manufactured from the Goods due to defects in these Goods, the Seller shall compensate the damage suffered by the Buyer in

connection therewith, regardless of whether the Seller is at fault for the defects in the Delivered Goods. In particular, the Seller shall cover all costs related to the entire process of recalling the Buyer's products from the market.

- 12.5 The Seller hereby agrees to indemnify, defend and hold the Buyer and any of its Affiliates and their respective officers, directors, employees, agents and subcontractors harmless from any Claim brought by a third party arising out of or connected with the Agreement or the Order(s), even if the claim is alleged to have been caused by gross negligence or wilful misconduct.
- 12.6 The Seller shall promptly notify the Buyer of any such claim and cooperate with the Buyer in the defence of the Claim. The Buyer's acceptance of payment for Goods delivered or the acceptance of Services shall be construed as a waiver under this Clause.

13 FORCE MAJEURE

- 13.1. If the performance of any obligation by either Party is prevented, hindered, delayed or otherwise made impracticable by reason such as, but not limited to Force Majeure, this Party shall serve written notice thereof to the other within seven (7) calendar days from its occurrence and in addition submit supporting evidence of any such event within thirty (30) calendar days to the other Party.
- 13.2. The Party invoking the Force Majeure event shall be entitled to suspend the fulfillment of its obligations for its duration. The party invoking the Force Majeure event shall notify the other Party of its cessation within seven (7) calendar days from its ending.
- 13.3. Should the Force Majeure event last more than sixty [60] calendar days, either Party shall be entitled to terminate the Agreement or Order by serving written thirty [30] calendar notice to the other.
- 13.4. The Buyer reserves the right to postpone the delivery or payment deadline or withdraw from the Agreement, or reduce the number of Items ordered if it has become impossible to conduct business or hindered by Force Majeure or unexpected cost increases or restrictions or delays affecting carriers or the inability or delay in obtaining deliveries of suitable or appropriate materials. In this case, the Buyer shall not be liable to the Seller due to non-performance or improper performance of the Agreement.

14 REMEDIES

- 14.1 The Buyer may use any of the measures indicated below, including all of them jointly, insofar as they can be applied cumulatively. Without prejudice to any other rights or remedies available to the Buyer under the general provisions, in the event of non-performance or improper performance of the Agreement by the Seller, the Buyer shall be entitled to the following remedies at its option, regardless of whether any part of the Goods has been taken back by the Buyer:
 - 14.1.1 The Buyer may collect the Goods;
 - 14.1.2 the Buyer may withdraw from the Agreement or the Purchase Order in relation to the Goods that have not been delivered on time or withdraw from the entire Agreement, including Orders not yet executed; the right of withdrawal may be exercised by the Buyer within 21 days from the expiry of the agreed delivery date, but not later until the date of their actual delivery;
 - 14.1.3 The Buyer may set a deadline for the Seller to repair the Goods or deliver the Replacement Items free of defects at its expense and to carry out other necessary work to implement the provisions of the Agreement within the time limit specified by the Buyer;
 - 14.1.4 The Buyer may, at the expense and risk of the Seller, carry out all necessary work to bring the Goods into conformity with the Agreement, including purchasing new Goods from another supplier;
 - 14.1.5 The Buyer may claim compensation for Damages incurred as a result of the Seller's breach of the Agreement;
 - 14.1.6 request that the Products be examined before delivery at the Seller's premises.
- 14.2 For the avoidance of doubt, the Buyer and the Seller acknowledge that the above remedies are available to the Buyer regardless of his rights in the event of a breach of the Agreement under applicable law.

15 ASSIGNMENT AND SUBCONTRACTING

The Buyer has the right to transfer the rights and obligations arising from the Agreement or order its performance in whole or in part to any natural person, legal person or organizational unit to which the law grants legal capacity. The Seller shall not transfer the rights and obligations under the Contract in whole or in part or have any Goods to be delivered under this Agreement to a subcontractor for the production or delivery of any Goods

to be delivered under this Agreement without the prior written consent of the Buyer, except that in the event that the Seller subcontracts the performance of its obligations under the Agreement, with or without the Buyer's consent, The Seller shall be responsible for the production or delivery as if the Seller had manufactured or delivered the Items himself. The provisions of Article 429 of the Civil Code shall not apply.

16 DATA PROTECTION

- 16.1 In accordance with the applicable data protection regulations, personal data of the legal representatives of the Parties to this Agreement or other persons who act in the name of each Party and that are provided to the other Party for the performance of this Agreement will be processed and incorporated into databases of the receiving Party, solely for the execution, management and control of this Agreement and the compliance with each Party's legal duties. The Parties may also disclose the applicable data to companies from their group if necessary to perform this Agreement. The processing of this data is required and the legitimate ground of this processing is that the data are required to execute and perform this Agreement and to comply with legal duties.
- 16.2 The data subjects may exercise their rights of access, rectification, erasure and objection (as well as other rights recognised by the applicable regulations from time to time) in writing before the receiving Party's data protection officer at the addresses provided in the heading hereof. Data subjects may file any claim or request related to their data protection rights with the relevant data protection authority. Personal data will be retained by the Parties during the term of this Agreement and, afterwards, for five years or, exceptionally, for the period during which any kind of liability may arise from a legal or contractual obligation applicable to the Parties.
- 16.3 Before either Party discloses any personal data to the other Party, it must previously inform the data subjects of the contents of this clause and comply with any other requirements that may be applicable for the lawful disclosure of the data to the receiving Party so that the latter is not obliged to carry out any additional act vis-à-vis the data subject.

17 MISCELLANEOUS

- 17.1 For the avoidance of doubt, the parties acknowledge that the Buyer's failure to take any action in the event of a breach of the Agreement by the Seller does not constitute a waiver by the Buyer of the right to invoke this breach at a later date.
- 17.2 Any amendments to the Agreement must be made in writing under pain of nullity.
- 17.3 The invalidity or ineffectiveness of any provision of the Agreement shall not affect the validity and effectiveness of the remaining provisions of the Agreement. In such a case, the parties will enter into negotiations to adapt the invalid or ineffective provision to the norms of generally applicable law.
- 17.4 Under the Agreement, an e-mail message shall be understood as equivalent to a written form.
- 17.5 Notices sent to the address of the other party's registered office shall be deemed to have been effectively delivered.
- 17.6 Each party acknowledges that it may have access to and review confidential information relating to the business or affairs of the other party and, in the case of a Seller, the Intellectual Property Rights of the Buyer Property (collectively, "Confidential Information"). Each party specifically undertakes to keep any Confidential Information confidential and not to use it for any purpose other than the performance of this Agreement, and without the prior written consent of the other party, not to disclose it, directly or indirectly, to any third party. This limitation does not apply if (i) the information is publicly known, or (ii) it is requested by the relevant public authority authorised to obtain it.
- 17.7 In the event that the Seller provides the Buyer with Confidential Information, the Seller agrees that the Buyer may transfer such information to third parties subject to an obligation of confidentiality.
- 17.8 For the avoidance of doubt, the parties clearly indicate that their purpose is not to establish a partnership, a consortium or to create an employment relationship between them or to conclude an agency agreement.
- 17.9 The Seller shall not use the Buyer's company, name or other designation for advertising purposes without the Seller's consent.
- 17.10 In the event of any dispute arising out of or in connection with this Agreement, either party may request that the parties attempt to resolve it first by negotiation between duly authorized representatives of

either party. If the parties do not resolve the dispute within 21 days of the start of negotiations, either party may initiate appropriate legal proceedings.

17.11 These terms and conditions have been drawn up in Polish and English language versions. In case of discrepancies, the Polish language version shall prevail.

18 ETHICS IN CONDUCTING BUSINESS, COMPLIANCE WITH ANTI-CORRUPTION AND SANCTIONS RULES

18.1 In accordance with Buyer's commitment to sustainable and ethical business practices, Buyer represents and warrants that, in relation to any matter arising out of or under any Contract, it will (i) protect the rights of its employees, including by ensuring working conditions consistent with health and safety, freedom of association, payment of wages, not exceeding working hours, non-discrimination, prohibition of harsh or inhumane treatment and use of child labour; (ii) ensure the functioning of environmental management programmes; (iii) will not offer, promise, transfer or accept from any person, customer or supplier any improper financial and/or other improper benefit; or (iv) will not make or offer, directly or indirectly, any financial benefits, gifts or other benefits to persons holding public office with the intention of influencing them and obtaining or maintaining an advantage in the conduct of business.

18.2 In addition, the Buyer shall:

18.2.1 comply with all applicable anti-corruption laws and regulations (collectively, the "**Essential Requirements**");

18.2.2 maintain and maintain its own policies and procedures throughout the term of this agreement to ensure compliance with the Essential Requirements and enforce them where appropriate;

18.2.3 at the request of the Seller, issue to the Seller a written certificate signed by a member of the Buyer's governing bodies regarding compliance with the provisions of this paragraph by the Buyer and any persons associated with it. To confirm the above, the Buyer shall reasonably provide the requested documents; and

18.2.4 hereby warrants that it or any of its group companies are not a Sanctioned Person, that their shares are not owned or controlled by that Person, and that no officer, holder of shares representing more than 10% of the Buyer's share capital is a Sanctioned Person.

18.3 For purposes of Section 17.2(d), "Sanctioned Person" means any person, organization or vessel (i) designated on the Office of Foreign Assets Control (OFAC) list of Specially Designated Persons and Blocked Persons (SDN) or any list of persons issued under the Economic Sanctions Law of another country (including a European Union country); (ii) which are or are part of the government of the Sanctioned Territory; (iii) owned or controlled by or acting on behalf of any of the foregoing; (iv) located in or operating from the Sanctioned Territory; or (v) the Economic Sanctions Provisions apply to them. "Economic Sanctions Laws" means any law, regulation regarding economic or financial sanctions administered by OFAC, the U.S. Department of State, the United Nations, the European Union or any of its member states or any other national economic sanctions authority. "Sanctioned Territory" means any country or other territory that has been subject to a general export or import embargo or a financial or investment embargo under the Economic Sanctions Laws.

19 GOVERNING LAW

Polish law shall apply to the Agreement and any disputes arising from or in connection therewith, whether contractual or non-contractual, and in accordance with it, the Agreement shall be interpreted and the parties irrevocably submit to the exclusive jurisdiction of the Polish courts, and the court competent to hear the aforementioned disputes will be the court competent for the registered office of the Buyer.