

TERMS AND CONDITIONS OF SALE

In these terms and conditions (T&C's) of sale:

Seller – means AB Neo Polska, a limited liability company with its seat 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.

Buyer – means a person who sent an inquiry to the Seller for Goods or made an offer to the Seller to purchase the Goods. The term 'person' used in these general terms and conditions of sale includes a natural or legal person or an organisational unit without legal personality to which the law grants legal capacity, carrying out business or professional activity on its own behalf.

Agreement – mean: (a) a contract for the sale or delivery of Goods concluded between the Seller and the Buyer, which is subject to these general terms and conditions of sale; (b) sale and delivery of Goods based on an Order with no written contract.

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.

Goods – means movable items covered by the Seller's offer (any batch or part thereof), which the Seller undertakes to sell, while the Buyer undertakes to purchase on the basis of the Agreement, as well as consulting services that the Seller undertakes to provide to the Buyer in connection with the above-mentioned obligation to sell the above-mentioned movable items.

Order - means a single order placed by the Buyer in writing (wet ink or documentary), by e-mail or phone under these terms and conditions or multiple orders placed by the Buyer in connection with a given Agreement.

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.

1. Application of these general terms and conditions of sale

- 1.1 These general terms and conditions of sale apply to contracts for the sale of Goods concluded by the Seller.
- 1.2 These general terms and conditions of sale are the only conditions that apply to the Contracts concluded by the Seller with the Buyer and constitute an integral part thereof. They exclude any other model contracts, regulations or other general terms and conditions used by the Buyer, unless expressly agreed otherwise in writing with a duly authorized representative of the Seller. Any implied provisions to the contrary are hereby excluded and waived.
- 1.3 Any arrangements made by the Parties prior to the conclusion of the Agreement, and not confirmed therein, do not form part of the Agreement.
- 1.4 If, after the conclusion of the Agreement of which these general terms and conditions of sale are part, further contracts for the sale of Goods are concluded between the Seller and the Buyer, without reference to any conditions of sale or purchase, such concluded contract shall be deemed to be subject to these general terms and conditions of sale.

- 1.5 The Seller reserves the right to change these general terms and conditions of sale. In the case referred to in clause 1.5, the Seller shall notify the Buyer of these changes and shall immediately deliver to the Buyer the amended content of the general terms and conditions of sale. If the Buyer does not agree to the amended content of the general terms and conditions of sale, it may terminate the Agreement at the earliest notice period.
- 1.6 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. Order

- 2.1 The Buyer's placing an order for the Goods or the Buyer's acceptance of the sale offer, incl. Price of the Goods prepared by the Seller shall be deemed to be an offer to sell these Goods on the terms set out in these general terms and conditions of sale. The contract shall be deemed concluded after the acceptance of the offer by the Seller. The Buyer concludes the Agreement with the Seller who has submitted a statement of acceptance of the offer (confirmed the Order). The Buyer shall be responsible to the Seller for ensuring the accuracy and completeness of the Order placed and of any applicable specifications submitted by the Buyer. The Seller is not responsible for any errors or inaccuracies in the Order placed.
- 2.2 The Price presented by the Seller does not constitute an offer within the meaning of the Civil Code. The Seller reserves the right to withdraw or correct the Price offer until the Buyer accepts the offer submitted by the Buyer.
- 2.3 Acceptance of the offer by the Seller takes place in the form of a documentary or by taking up the Order. The Seller shall exercise due diligence to comply with the delivery schedule desired by the Buyer, however, it reserves the right to change delivery dates for reasons attributable to it. Subject to clause 3.3, the Buyer may not withdraw from the order after acceptance of the offer by the Seller, unless the Seller agrees to it and the Buyer compensates the Seller in full for the damage suffered and any reasonably incurred expenses (including the entire cost of labor and raw materials used) that the Seller is unable to reduce in connection with this withdrawal.
- 2.4 The Seller is bound only by the information about the features and use of the Goods contained in the official advertising materials of the Seller, attached to the Goods or posted on the Seller's website or provided to the Buyer by authorized employees or associates of the Seller in writing or by e-mail. Deviations from the given properties of the Goods are allowed if they are insignificant or despite the observance of all technological requirements it is impossible to avoid them.

3. Prices

- 3.1 Unless the Parties agree otherwise:
 - (a) the sale price of the Goods shall be the price of the Goods indicated in the offer provided by the Seller and accepted by the Buyer, and in the absence thereof, the price in Polish zlotys specified in the Seller's price list in force on the date of conclusion of the Agreement;
 - (b) in the case of sale of Goods in batches, the price shall be determined separately for each batch of Goods, taking into account point a) above,
 - (c) the prices of the Goods do not include any costs of delivery of the Goods, in particular unloading, carriage, insurance, transport and taxes, which the Buyer shall cover additionally on the date of payment of the price of the Goods;
 - (d) if the Buyer is established or the Agreement is performed (in whole or in part) in a Euro area country (as established on the date of this Agreement) (hereinafter the "**Vulnerable Country**"), or the Contract specifies that payment shall be made in Euros, the Seller may instruct the Buyer to meet its payment obligations in GBP or USD (at the Seller's option) to a bank account in the United Kingdom held for the Seller only if (i) the Vulnerable Country exits the euro area or (ii) the EUR ceases to exist as a currency,
 - (e) if clause 3.1(d) applies and the Buyer makes payment to the Seller in GBP or USD to a bank account in the United Kingdom, the prevailing currency conversion shall be the average EUR/GBP or USD exchange rate published in the Financial Times for six (6) months after the occurrence of the events referred to in clauses 3.1 (d) (i) and 3.1 (d) (ii).
- 3.2 All prices quoted do not include the amount of each time applicable VAT (or similar or equivalent taxes or sales fees) that the Buyer is obliged to pay to the Seller.

- 3.3 Notwithstanding clause 3.1, the Seller reserves the right, at its sole discretion, to increase the price of the Goods or the cost of delivery of the Goods at any time before the completion of the Order. In such a case, the Seller shall immediately notify the Buyer of the increase in the sale price of the Goods or delivery costs, and the Buyer shall be entitled to withdraw from the unfulfilled part of the Agreement in writing within two business days from the date of receipt of the Seller's notification of the price increase. In such a case, the Parties will not be entitled to any claims in connection with the withdrawal from the Agreement, except for the obligation to return what the Parties have provided to each other in connection with the conclusion of the Agreement.
- 3.4 If, after the conclusion of the Agreement or acceptance of the Order, any duty, import charge or similar or any tax or other public charge related to the intra-Community acquisition or export of goods or changes occur in the amount of such fees, taxes or charges, the financial conditions set out in the Order or the Agreement shall be unilaterally changed by the Seller. In this case, within 7 Days from the receipt of the proposed changes from the Seller, the Buyer is entitled to present its objections in writing and undertake appropriate negotiations. In the absence of an agreement within the next 7 Days, the Agreement shall be automatically terminated, and the Parties are obliged to make mutual settlements resulting from the Agreement. Termination of the Agreement for the reason referred to in this paragraph and failure to complete the performance of the Agreement shall not constitute grounds for pursuing any claims against the Seller, including claims for damages.

4. Additional costs

The Buyer shall compensate the Seller, on its request, for any Damage incurred by the Seller as a result of the Buyer's failure to collect or delay in receiving the Goods.

5. Intellectual property, if the Goods are manufactured according to specific/special instructions

The Buyer shall repair the Damage caused to the Seller in connection with the Seller's infringement of intellectual property rights caused by the import, manufacture or sale of the Goods and their packaging, carried out in accordance with the specific instructions of the Buyer.

6. Payment terms

- 6.1 The Seller shall issue an invoice to the Buyer covering the price of the Goods at the earliest at the time of dispatch of the Goods or presenting them to the Buyer upon receipt. If the Order is executed in batches, the Seller may issue an invoice for each batch separately; the previous sentence shall apply mutatis mutandis.
- 6.2 Unless otherwise agreed in advance in writing or by e-mail with a duly authorized representative of the Seller or otherwise stated on the invoice, the Buyer shall pay the price of the Goods in Polish zlotys within the time specified on this invoice. Payment shall become due immediately upon the occurrence of any of the events referred to in point 11.
- 6.3 If, in accordance with the terms of the Agreement, the price is payable in instalments or if the Buyer agrees to collect the Goods in instalments, then the Buyer's delay in payment of any instalment due or delay in receipt of any batch of Goods shall result in the entire remaining amount of the price becoming immediately due.
- 6.4 The Buyer shall settle in full to the Seller all payments due to him under the Agreement to the bank account indicated by the Seller on the invoice. The Buyer's right to make any deductions or set-offs from payments due to the Seller is excluded. The Seller shall have the right to deduct or set-off amounts due to him from the Buyer for any reason.
- 6.5 The Seller may obtain information about the Buyer from economic information bureaus, credit agencies, financial data registers and other sources and use such information as an auxiliary in making a decision to grant the Buyer a trade credit. The Buyer undertakes to provide the Seller with all information requested by the Seller in order to grant the Buyer a trade credit.
- 6.6 The granting of trade credit to the Buyer takes the form of establishing a purchase limit with a deferred payment date and depends solely on the Seller's discretion. The Seller reserves the right to refuse to accept the Buyer's Order exceeding the trade credit granted. The Seller may change the amount of trade

credit granted or resign from granting it at its own discretion. The Seller may initiate the collection proceeding through its insurance provider in case of late payments.

- 6.7 The Seller may require the submission of appropriate financial security from the Buyer in order to grant him a trade credit.
- 6.8 If any of the events described in clause 8.3 occur, or if the Buyer fails to pay on time, then, without prejudice to any other rights, the Seller may suspend the execution of subsequent orders (without prejudice to the Seller's right to subsequently terminate the Agreement for the same reason) until the Buyer has remedied the misconduct, and if the Goods have been collected or sent to the Buyer, but their price has not been settled, it shall become immediately payable and due, notwithstanding any prior agreement or arrangement to the contrary. The Seller may, without prejudice to any other rights, upon documentary notice, terminate the Agreement in whole or in part.

7. Delivery

- 7.1 The deadlines or periods of order completion indicated by the Seller are indicative deadlines, not giving rise to liability on the part of the Seller in connection with exceeding them. The Buyer should collect the Goods within 7 days of being notified by the Seller of the readiness of the Goods for release. The Goods may be delivered by the Seller before the stated delivery date after appropriate notice to the Buyer.
- 7.2 Unless the Seller agrees otherwise in documentary form, the Goods are delivered according to the FCA formula (Incoterms 2020) at the Seller's plant (in Bruszczewo or any other location in the world, in accordance with the notification sent to the Buyer).
- 7.3 The Buyer will not be able to refuse to accept the Goods if the Seller delivers up to 10% of the Goods more or less (inclusive) in relation to the quantity ordered. The invoice for the order will then be adjusted proportionally.
- 7.4 The Seller shall not be liable for defects, loss, damage or shortages of the Goods if the Buyer does not notify the Seller thereof in writing within the following deadlines:
- (a) if the Seller was responsible for the carriage of the Goods - within three days of delivery in the event of loss, damage, defect or shortage of delivery if such loss, damage, defect was or should have been visible at the time of delivery, the fact of loss of or damage to the Goods must be recorded in the consignment note;
 - (b) in the case of collection of the Goods from the Seller's plant - within five days from the date of receipt;
 - (c) immediately after the Buyer discovers defects not visible at the time of delivery or acceptance (or the time at which he should have discovered them).
- 7.5 If the Seller recognizes the complaint submitted by the Buyer regarding the defect, loss, damage or lack of delivery of the Goods, the Seller, at its own discretion, will remove the defect of the Goods, replace the Goods at its own expense or refund the price for the Goods covered by the complaint. Subject to the previous sentence, the Seller shall not bear any other liability for defects, loss, damage or non-delivery of the Goods, in particular the Seller shall not be liable for damage suffered by the Buyer in connection with defects or loss of the Goods.
- 7.6 In case of any quality complaints, the Seller may commission a quality control of the Goods by the accredited laboratory of its choice. The inspection will be carried out at the place of delivery of the Goods. The samples taken will be examined using the reference method and the result of the test obtained will be final and binding.
- 7.7 The Buyer's right to proceed with an intervention third party purchase based on article 480 of the Civil Code shall be explicitly excluded.
- 7.8 The Seller shall not be liable for any claims of the Buyer under clause 7.5 if:
- (a) the Buyer makes any use of the Goods after a complaint has been made; or
 - (b) the defect of the Goods arises as a result of the Buyer's failure to comply with the Seller's instructions regarding the storage, installation, use or maintenance of the Goods or, in their absence, good commercial practices, or
 - (c) the Buyer modifies the Goods.
- 7.9 If the Buyer fails to make a notification in accordance with clause 7.5 and within the time limits indicated therein, the delivered Goods shall be deemed to be in conformity in all respects with the Contract and the Buyer shall lose all rights due to non-delivery, loss, damage or defect of the Goods. In this case, the Buyer will be obliged to accept the Goods and pay their price in full.

- 7.10 The Seller shall not be liable for damages incurred by the Buyer resulting from his failure to comply with information on the characteristics and use of the Goods or the use of the Goods contrary to their intended purpose.
- 7.11 If for any reason: (i) the Buyer refuses to accept delivery of any Goods ready for delivery or (ii) the Seller is unable to deliver the Goods on time because the Buyer has failed to provide the relevant instructions, documents, permits or authorisations, the Seller may, at its sole discretion, without prejudice to its other rights:
- (a) store the Goods at the expense and risk of the Buyer (including the risk of loss of or damage due to the Seller's negligence) for such period as the Seller deems appropriate and take reasonable steps to secure and insure the Goods at the Buyer's expense, subject to immediate notice to the Buyer; and
 - (b) sell the Goods to the best extent reasonably practicable and charge the Buyer for any damage suffered by the Seller in connection with the sale of the Goods at a price lower than that resulting from the Buyer Agreement (after taking into account all costs and expenses incurred for storage, insurance and sale).
- 7.12 The Buyer shall be responsible for and bear the costs associated with the fulfillment of all requirements under export and import laws, regulations and controls, including obtaining export and import permits, payment of any levies and obtaining any other permits necessary for the delivery of the Goods.
- 7.13 The quantity of Goods loaded at the Seller's place of business recorded by the Seller or a person designated by the Seller shall be deemed to be the quantity received by the Buyer at the time of delivery, unless the Buyer provides convincing evidence to the contrary.

8. Transfer of title and risk

- 8.1 The risk of loss of or damage to the Goods or packaging shall pass to the Buyer upon (i) receipt of the Goods or (ii) handing over the Goods to the carrier – if the agreed place of delivery is different from the Seller's plant or (iii) failure by the Buyer to collect the Goods on time. Notwithstanding the above, ownership of the Goods shall pass to the Buyer within 7 days upon Delivery.
- 8.2 Until title passes to the Buyer, the Buyer shall: (a) store the Goods as a depository free of charge; (b) store the Goods separately from other goods held by the Buyer in such a way that they can be identified as the property of the Seller without doubt; (c) remove, mask or obscure the identification marks or packaging of the Goods; (d) maintain the Goods in good condition and insure them for an amount not less than the purchase price from the date of delivery; (e) immediately notify the Seller of the sale of the Goods referred to in the next sentence and (f) provide the Seller with the information requested by him regarding the Goods. Notwithstanding the foregoing, the Buyer may sell at market price or use the Goods in the ordinary course of its business, provided that the amounts obtained from the resale are kept free of charge by the Buyer in a separate bank account of the Buyer.
- 8.3 Until the transfer of title to the Buyer, if (i) the Buyer is in default of payment of the full price for the Goods or (ii) before the due date of payment of the price for the Goods, the Seller becomes credible aware of the threat of insolvency of the Buyer, the Seller may withdraw from the part of the Agreement covering the sale of the Goods for which the price has not been paid in full and demand the release of the Goods or cash obtained from the sale of the Goods, if they have been sold by the Buyer in accordance with the second sentence of point 8.2 above. The Buyer shall repair the Damage suffered by the Seller in connection with the withdrawal from the Agreement under this clause 8.2, including all reasonable expenses (including the costs of labor and raw materials used on the part of the Seller) that the Seller incurred in connection with the conclusion of the Agreement.
- 8.4 The Buyer grants the Seller, its agents and employees irrevocable permission to enter at any time the storage area of the Goods being the subject of storage in order to control the manner of their storage or their collection in the situation referred to in point 8.3.

9. Warranties and representations

The provisions of these general terms and conditions of sale regarding complaints exclude the application of the statutory provisions on warranty and guarantee.

10. Procedure for withdrawing the product from the market

- 10.1 The Buyer shall provide the Seller in writing with the name and telephone number of the person or persons who will be reachable 24 hours a day, every day, all days of the year.
- 10.2 Either Party shall promptly notify the other party as soon as it becomes aware of:
 - (a) the defect of the Goods delivered;
 - (b) a material error or omission in the instructions for use of the Goods;
 - (c) the risk of an accident that may damage the reputation of the Seller or the reputation of any of its brands, or
 - (d) an order to withdraw the Goods from sale issued by a competent court or public authority.
- 10.3 The Seller may demand from the Buyer, at the expense of the Buyer:
 - (a) withdraw, return, isolate or destroy the Goods or finished products to which the Goods sold by the Buyer to its customers have been attached; and/or
 - (b) issue a notice to the Buyer's customers about the use, handling or need to take security measures in relation to the Goods or products to which the Goods have been attached, sold to the Buyer's customers.
- 10.4 The Buyer shall not withdraw any Goods from the market without the prior written consent of the Seller, unless required by law or required by a court or public administration authority.
- 10.5 If it becomes necessary to withdraw from the market the Goods or products to which the Goods have been attached, the Buyer shall use its best endeavours and cooperate with the Seller to ensure their prompt and effective withdrawal from the market.
- 10.6 The Buyer shall comply with any instructions received from the Seller regarding the withdrawal of the Goods or products to which the Goods have been attached.
- 10.7 The Buyer shall retain all batch registration data and product information relating to the Goods subject to recall, and shall make them available to the Seller within 4 hours of notifying the Seller of the need to withdraw the Goods. The Buyer shall also inform the Seller of the location of all Goods subject to recall, so that appropriate withdrawal arrangements can be made.
- 10.8 The Buyer shall, at the request of the Seller:
 - (a) cease to supply, sell or distribute the Goods to be withdrawn from the market or
 - (b) remove, withdraw or destroy all the Goods for any reason relating to the quality or safety of the Goods. The Buyer shall comply with the instructions given by the Seller regarding the withdrawal of the Goods from the market, or
 - (c) withdraw, return, isolate or destroy any Goods or products to which the Goods have been attached and disposed of by the Buyer to its customers.
- 10.9 If the Buyer does not immediately remove, withdraw or destroy the Goods as requested by the Seller, the Seller shall be entitled to take such actions as it deems necessary to remove, withdraw or destroy the Goods at the Buyer's expense, without releasing the Buyer from any obligations under these general terms and conditions of sale or the Agreement.
- 10.10 The Buyer shall indemnify the Seller for any Damage arising in connection with the removal, withdrawal or destruction of the Goods in accordance with this Section 10, except where the Seller is responsible.

11. Buyer's Default

If the Buyer fails to comply with any of its obligations under the Agreement, in particular delays in collecting the Goods or paying the price, then the Seller may, upon prior written notice, withhold delivery or subsequent deliveries of the Goods (as applicable) until the Buyer has remedied the misconduct, and if the Goods have been delivered but their Price is not settled, it shall become immediately payable and due, notwithstanding any prior agreement or arrangement to the contrary.

12. Termination

- 12.1 In the case referred to in point 11, until the Order is completed, the Seller may withdraw from the unexecuted part of the Agreement. The Seller's statement of withdrawal from the Agreement requires a documentary form. In connection with the withdrawal from the Agreement by the Seller under this point, the Buyer is not entitled to any claims against the Seller, except for the obligation to return what the Parties in connection with the conclusion of the Agreement provided to each other.
- 12.2 Withdrawal by the Seller from the Agreement pursuant to clause 12.1 above shall not affect the validity of other agreements concluded by the Seller with the Buyer.

13. Limitation of Liability

- 13.1 The following provisions set the upper limit of the Seller's financial liability (including liability for acts or omissions of its employees, agents or subcontractors) towards the Buyer in connection with the conclusion and performance of this Agreement.
- 13.2 These general terms and conditions of sale do not exclude or limit the Seller's liability (a) for death or personal injury caused by the Seller's negligence or (b) for which it would be unlawful to exclude or attempt to exclude the Seller's liability or (c) for misrepresentation or fraudulent misrepresentation.
- 13.3 Seller's liability in connection with the conclusion or performance of the Agreement or other agreements regarding sale and delivery of Products will be subject to the restrictions in relation to claims for Damage arising as a result of or in connection with the conclusion or performance of the Agreement(s) or Orders, the total liability of the Seller (including costs and interest) shall be limited to the higher of the following:
 - (a) 5,000,000 Polish zlotys or
 - (b) the sum of all amounts paid or payable to the Seller under the Agreement(s) or Orders in question in the period of 12 months preceding the claim.
- 13.4 Without prejudice to clause 13.2, the Seller's liability for Damage caused in connection with the conclusion or performance of the Agreement(s) or Orders, including liability for unlawful acts, is limited to the amounts indicated in clause 13.3.
- 13.5 The Buyer hereby agrees to indemnify, defend and hold the Seller 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 willful misconduct.
- 13.6 The Buyer shall promptly notify the Seller of any such claim and cooperate with the Seller in the defence of the Claim. The Seller's acceptance of payment for Goods delivered or the acceptance of Services shall be construed as a waiver under this Clause.

14. Force Majeure

- 14.1 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.
- 14.2 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.
- 14.3 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.

15. Compliance with trade ethics, fight against corruption and sanctions

- 15.1 In accordance with the Seller's commitment to conduct a sustainable and ethical business, the Buyer warrants and declares that, in relation to issues arising from or in connection with the Agreement: (i) it will protect the rights of its employees, while ensuring: safe and healthy working conditions, the right to association, living wages, compliance with working time standards, and oppose discrimination, not tolerate harsh and inhumane treatment and will not force child labour; (ii) ensure the implementation of environmental management programs (iii) (without prejudice to clause 15.2) will not propose, promise, transfer to or accept from any person, recipient or supplier any improper financial and/or other improper benefit; and (iv) will not transfer or offer, directly or indirectly, any payment, gift or other benefit to a public official with the intention of influencing him; and obtaining or maintaining benefits in running a business.
- 15.2 In addition, the Buyer:
 - (a) comply with all applicable anti-corruption and anti-bribery laws (hereinafter referred to as "Essential Requirements");
 - (b) use appropriate procedures to ensure compliance with the Essential Requirements; (c) certify in writing to Seller that it complies with this Section 15.2 upon request. (d) warrants that neither it nor,

to the best of its knowledge, its officers, employees, or any person engaged by or on behalf of it in the performance of the Agreement is a Sanctioned Person; and

- (c) warrants that neither you nor, to the best of your knowledge, its officers, employees, or any person engaged by or on behalf of you in the performance of the Agreement are Sanctioned Persons and (e) you will comply with the Economic Sanctions Laws in all respects in connection with the performance of this Agreement and will not do business or enter into transactions with Sanctioned Persons (including with respect to further sale of Goods), if such trade or transactions would result in the Seller violating or exposing itself to the risk of imposing punitive measures in accordance with the Economic Sanctions Regulations.

15.3 For the purposes of these terms, "Sanctioned Persons" means any person, organization or entity:

- 15.3.1 included in the United Nations Consolidated Lists, the Consolidated List of Financial Sanctions Targets prepared by the UK HM Treasury, the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons list, the US government list of excluded persons the US Government's Denied Persons List, Entities List, Debarred Parties List, Terrorism Exclusion List or any other targeted list issued under the Economic Sanctions Laws of any other country (including the European Union);
- 15.3.2 being or forming part of a government in the Sanctioned Territory;
- 15.3.3 owned, controlled, directly or indirectly by, or acting on behalf of, any of the foregoing;
- 15.3.4 registered, located in or operating from the Sanctioned Territory, any of the Economic Sanctions Laws, or otherwise targeted in accordance with the Economic Sanctions Provisions

"Economic Sanctions Laws" means laws, regulations or other applicable control measures of the European Union, an EU member state or any other jurisdiction applicable to the Parties that relate to economic or trade sanctions, export control measures, non-proliferation regulations, anti-terrorist restrictions or the like. **"Sanctioned Territory"** means any country or other territory subject to a general trade (export and import), financial and investment embargo issued under Economic Sanctions Laws, including m.in Iran, Myanmar, Sudan, Syria, North Korea and Russia/Ukraine.

16. Confidential Information

- 16.1 Neither Party will use information contained in these Terms and Conditions, Agreement(s) or Orders, exchanged in prior negotiations or any tender process for any purpose not contemplated by these Terms and Conditions. Each Party must ensure that its employees, agents and subcontractors who need such access in order to perform their duties, receive this information under obligations of confidentiality.
- 16.2 Clause 16.1 does not apply to the extent that:
 - 16.2.1 either Party is required by law to disclose the Information;
 - 16.2.2 the information is public knowledge (and has not become public knowledge as a result of either Party's breach of confidentiality); or
 - 16.2.3 The information was independently created by a Party (and that Party has evidence in writing that the information falls within this exception).

17. Data Protection

- 17.1 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.
- 17.2 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.

- 17.3 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.

18. General

- 18.1 The waiver of any right under the Agreement will be effective provided that the written form is maintained.
- 18.2 The Seller may assign the Agreement or subcontract it in whole or in any part. The Buyer, without the prior written consent of the Seller, may not assign, transfer or encumber the rights or obligations under the Agreement.
- 18.3 The Seller's rights under these General Terms and Conditions of Sale do not exclude or limit the Seller's rights under the general provisions.
- 18.4 Each notification referred to in these General Terms and Conditions of Sale requires at least documentary form.
- 18.5 In the event of disputes arising in connection with this Agreement, without prejudice to any rights of a Party, either Party may request that the parties attempt to resolve the dispute through mediation. If the parties do not resolve such dispute amicably within 21 days of the start of negotiations, then the provisions of clause 18.6 shall apply.
- 18.6 The Agreement and all disputes and claims arising in connection with it, its subject matter or conclusion, both contractual and non-contractual, are governed by Polish law and will be settled by Polish common court competent for the registered office of the Seller.