

GENERAL TERMS OF PURCHASE of Hexonic Sp. z o.o.

I. DEFINITIONS

1. GTP – these General Terms of Purchase, constituting the general terms and conditions of the contract, as defined under Article 384 § 1 et seq. of the Polish Civil Code.
2. Hexonic – Hexonic spółka z ograniczoną odpowiedzialnością with its registered seat in Nowy Dwór Gdański (82-100), ul. Warszawska 50, entered into the Register of Entrepreneurs maintained by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, under the KRS number: 0000060528, Tax Identification Number (NIP): 5840251681, National Official Business Register Number (REGON): 001311624, having a share capital in the amount of 7,035,000 PLN.
3. Counterparty – a seller or counterparty delivering goods or services to Hexonic, who is an entrepreneur as defined under the Polish Civil Code, required to perform services for Hexonic pursuant to a contract concluded between the Parties.
4. Order – an order placed by Hexonic in writing or electronically for the Counterparty to deliver goods or services.
5. Contract or Contracts – all the goods or services purchase contracts under which Hexonic purchases goods or services from the Counterparty.
6. Parties – a joint term for Hexonic and the Counterparty.

II. GENERAL PROVISIONS

1. These General Terms of Purchase shall apply to all Orders, as well as in all commercial dealings between Hexonic and its Counterparties; these GTP shall be made available to Counterparties at www.hexonic.com and/or when Hexonic places requests for proposal. Where a Counterparty concludes a Contract or initiates the performance of such a Contract, they accept these GTP in their entirety.
2. The Order and GTP shall constitute an integral part of any contract.
3. These GTP cannot be changed, replaced or amended, under pain of nullity, without the previous written consent of Hexonic. Also any exclusion of the application of these GTP with respect to a certain Contract or Counterparty shall only be possible in the manner stipulated in the previous sentence. If the Counterparty uses other contractual terms and conditions that are contrary or supplementary to these GTP, such terms and conditions shall not apply to any of the Contracts concluded by Hexonic. Any and all such contract templates used by the Counterparty shall not be accepted by Hexonic, unless a Hexonic representative authorized in writing clearly approves their validity, whereby such approval shall also require written form, under pain of nullity. In the absence of such an approval, these GTP shall apply in dealings between the Parties. For the avoidance of doubt, the performance of a delivery or service by the Counterparty or acceptance thereof by Hexonic shall not constitute any acceptance on the part of Hexonic of any general terms and conditions applied by the Counterparty nor changes to these GTP proposed by such a Counterparty.
4. If the Parties maintain a permanent business relationship, the acceptance of the GTP by the Counterparty in relation to one Contract shall be considered acceptance of the GTP in relation to subsequent contracts concluded with Hexonic by that Counterparty.
5. All provisions of the Contracts concluded by Hexonic with Counterparties shall be binding for Hexonic only if they were accepted by Hexonic in writing, otherwise being null and void.
6. Should Hexonic not provide any written statement to the contrary, any and all arrangements between the Parties made as part of the performance of a concluded Contract, as well as all additional arrangements, changes, termination, suspension of performance or withdrawal from such a Contract shall require written form, under pain of nullity.

III. OFFER AND CONTRACT CONCLUSION

1. Hexonic shall conclude the Contract with the Counterparty only under the terms and conditions stipulated in this section, by means of negotiation.

2. Along with a request for proposal submitted by Hexonic, the Counterparty may receive documentation describing the order object in more detail, including, but not limited to material requisition forms that precisely stipulate the technical requirements of the object of the order, including the required standards and attestations. The documentation provided shall be used to assess compliance of the potential Counterparty's offer with Hexonic requirements.
3. By placing an Order electronically or in writing, in accordance with section 4, Hexonic shall accept the Counterparty's offer and confirm its terms and conditions.
4. An Order shall be deemed to have been placed by Hexonic (acceptance of the Counterparty's offer):
 - a) electronically – when the Counterparty receives the Order form (system order) generated by the Hexonic IT system, authorized and sent by a duly authorized Hexonic representative;
 - b) in writing – when the Counterparty receives the Order in written form, signed by a duly authorized Hexonic representative.
5. The Counterparty shall immediately confirm acceptance of the Order in writing. Should no such confirmation be received within two days, Hexonic shall be entitled to withdraw from the contract without providing an additional deadline to confirm the acceptance of the Order.
6. Acceptance of the Counterparty's offer is limited by the provisions of these GTP; Hexonic shall especially not be bound by provisions that are contrary to or supplement these GTP and have been included by the Counterparty in any statement submitted to Hexonic, in particular in response to the Order, in the confirmation of Order acceptance or on an invoice.
7. Each amendment to these GTP, including supplementation or replacement of any provision hereof, shall require a previous written statement from Hexonic to be effective.
8. The Counterparty shall precisely indicate the Order number in all their communications with Hexonic, including, but not limited to in the Order confirmation, shipping documentation and sales documents. Otherwise, Hexonic shall not be responsible for any related delays.
9. Hexonic reserves any and all rights, including proprietary copyrights to all documentation submitted to the Counterparty in relation to any Orders placed, including, but not limited to drawings and calculations.

IV. DELIVERY

1. The Counterparty shall perform the service by the deadline and under the terms and conditions set forth in the Order, and any exemption in that matter shall require written approval of a duly authorized Hexonic representative.
2. The Order must be performed by the Counterparty in accordance with the relevant terms and conditions, as well as the specification provided, whereby Hexonic shall reserve the right to refuse to accept and unload goods that are not consistent with the Order.
3. In the absence of any other written contractual arrangements, including, but not limited to where no place of the Counterparty's performance is indicated in the terms and conditions of the Order, the Counterparty's place of performance or place of issuing the goods shall be the place indicated by Hexonic in the Order.
4. In the absence of any other written contractual arrangements, including, but not limited to where no deadline is indicated in the Order form, the Counterparty shall perform within 14 days from the day of placing the Order by Hexonic.
5. Hexonic production plans are based on the assumption that the Counterparty perform their service in a timely manner. If the Counterparty is not able to meet the performance deadline, regardless of the reason, the Counterparty shall immediately inform Hexonic about such circumstances in writing and provide the closest possible performance deadline. The performance deadline may be extended only in writing by means of a statement submitted by a duly authorized Hexonic representative.
6. Should the Counterparty fail to meet the performance deadline without the approval of Hexonic expressed in the form of a written statement, as mentioned under section 5, Hexonic shall be authorized to charge contractual penalties in the amount of 2% of the gross Order value for each day of the delay. This shall not deprive Hexonic of the possibility to enforce compensation claims on

general terms in excess of the contractual penalty amount.

7. If the Counterparty's delay in their performance exceeds five days, notwithstanding the provisions of section 5, Hexonic shall have the right to withdraw from the Contract in whole or in part, without incurring any related liability and shall have the right to conclude a contract for the delivery of the Order object with third parties at the cost and risk of the Counterparty.
8. As a rule, partial deliveries are not allowed, except when they are agreed upon as part of written arrangements between the Parties. In such a case the Counterparty shall notify Hexonic in writing about the value of partial deliveries and the amount of goods and services delivered, as well as to agree in writing on the expected time of delivery and indicate all changes to the expected time of delivery at least three days in advance. In the absence of a separate written Contract between the Parties, where it is agreed that the Counterparty shall deliver works in installments, this shall not give rise to any separate obligations between the Parties, including, but not limited to partial deliveries not being equal to performance by the Counterparty.
9. The Counterparty shall be solely responsible for obtaining the goods or services being the object of the Order from any further external suppliers and for any other obligations towards third parties.
10. The Counterparty shall obtain, at their own expense and in a timely manner, the permissions, passes, permits, measurements, certifications and certificates legally required in order to perform under the Contract.
11. If the Order indicates the necessary attestations, certificates or similar requirements that the object of the Order should meet, the Counterparty shall obtain them and present to Hexonic at their request.
12. The Counterparty shall notify Hexonic in due advance of any public law standards, laws, case-law and requirements, a breach of which may threaten the performance of the Contract or that should be followed in connection with the Counterparty's performance; failure to do so shall result in the Counterparty being required to remedy the damage resulting from Hexonic not following such regulations.
13. The goods to be delivered shall be delivered and returned at the risk and expense of the Counterparty.
14. The scope of the Counterparty's liability shall include, but not be limited to delays in delivery and collection of the goods to be delivered by the carrier or forwarder, including when the Counterparty has concluded a separate transport contract with such carrier.
15. The Counterparty must pack the goods to be delivered in a manner that ensures their safe transport and unloading, whereby the packaging must allow Hexonic to easily inspect the contents thereof and confirm conformity with the quality and quantity specifications.
16. The Counterparty shall immediately notify Hexonic of the shipment of the goods and provide Hexonic with a copy of the shipment document or the consignment note.
17. The Counterparty shall be responsible for careful and proper unloading of the goods to be delivered at their delivery and loading them upon any return. The respective activities shall be performed at the cost of the Counterparty, also if performed by Hexonic or a third party to whom the activities are commissioned by any of the Parties.
18. The Counterparty shall assume the risk of damage to the goods to be delivered, irrespective of its cause, from the beginning of loading onto the means of transport, until their unloading at the place indicated by Hexonic.
19. The collection or delivery certificate signed by Hexonic for the object of the Order shall confirm only that the delivery has taken place and shall not determine whether Hexonic inspected the goods and services in terms of their conformance to the Contract, existence of any physical defects, nor does it constitute Hexonic's confirmation that the goods to be delivered conform to the requirements applicable to the object of the Order, as specified in the documentation set forth under item III.2) of these GTP.
20. Upon Hexonic's request the Counterparty shall, at their own cost and risk, collect the packaging of the goods to be delivered, abiding by the currently applicable EU and state regulations regarding disposal of so-called packaging waste.
21. The Counterparty's performance shall be subject to the provisions regarding prevention of accidents and other OH&S standards.

V. ACCEPTANCE AND QUALITY CONTROL

1. The Counterparty shall deliver goods and services only according to the description and specification stipulated in the Order, upon the conditions set forth in the contract. The Counterparty shall in particular ensure and guarantee that the object of each Order entirely conforms to the requirements set forth in the documentation indicated under item III. 2) of these GTP. The goods or services delivered by the Counterparty must be of full quality and free of any physical and legal defects. Any materials used in the delivered goods or in provision of the services are to be new, unless a Hexonic Order specifies otherwise.
2. Upon completion of the Contract performance, Hexonic shall have the right to inspect and verify the Counterparty's performance of the Contract. The results of the inspection shall be recorded in a certificate, which shall be null and void unless signed by Hexonic. By the appropriate deadline, established by Hexonic, the Counterparty shall perform or remedy, at Hexonic's discretion, the faults found or works not performed; otherwise Hexonic shall have the right to commission them to a third party at the cost and risk of the Counterparty. Notwithstanding the foregoing, if there are any discrepancies between the Counterparty's performance and the Order, Hexonic shall have the right to demand a price reduction; additionally, after the time given to the Counterparty for removing defects or incomplete performance or once it is concluded that the defects in the object of the performance cannot be removed, Hexonic shall have the right to withdraw from the Contract in whole or in part, at its discretion. A portion of the remuneration corresponding to the improperly performed or non-performed object of the Contract may be withheld by Hexonic until defects are removed or overdue work is completed.
3. Hexonic shall inspect the objects of the Contracts performed by the Counterparty in terms of any quality and quantity discrepancies. Complaints shall be deemed reported on time if submitted in writing within thirty business days from the day when the acceptance certificate is signed by Hexonic and in the case of latent defects, within thirty days from their discovery by Hexonic.
4. Failure to report complaints by the stipulated deadlines or signing the acceptance certificate for the delivered goods or services without reservations shall not deprive Hexonic of the right to complain or seek compensation, nor any rights under implied warranty for defects or guarantee.
5. Hexonic represents and the Counterparty acknowledges that the goods or services purchased from the Counterparty shall be used for Hexonic's own manufacturing processes, which is subject to expert third party certification. If a representative of a third party certifying the Hexonic manufacturing process deems that the Counterparty's performance of the Order does not conform to the requirements set forth under item III. 2) of these GTP, such determination shall be binding for the Parties and Hexonic shall have the right to withdraw from the Contract with the Counterparty in respect of such performance.
6. The Counterparty shall not have the right to condition the performance of Hexonic's claims under a complaint on Hexonic's previous payment of any overdue amounts towards the Counterparty.
7. If shortages and/or defects are identified in the goods upon their unloading, Hexonic shall have the right to leave the object of performance at the Counterparty's disposal. If this happens, goods left at the Counterparty's disposal shall be collected within 7 days from the date when such a situation is reported by Hexonic; failure to collect may result in the Counterparty being charged with the costs of storage and loading/unloading. Goods shall be issued after the costs of transport and costs of storage are covered, based on a VAT invoice issued by Hexonic.

VI. PRICE AND PAYMENT TERMS

1. The price indicated in the Order submitted by Hexonic shall be binding and in the absence of any other written arrangements between the Parties, it shall be a lump-sum and constant price that includes, but is not limited to the price of transport, packaging, insurance and any public levies, including VAT tax and duties, as well as other charges (hereinafter the "Price"). The Counterparty shall reduce the Price if they receive any discount or

rebate, also when such rebate is offered to other buyers as well.

2. Should there be no other written contractual arrangements between the Parties, the Price shall be payable by Hexonic within 30 days from the day when a properly issued VAT invoice, including Hexonic's initial order number, is delivered to Hexonic's registered office. The price shall be payable based on a VAT invoice issued by the Counterparty by the aforementioned payment date, subject to section 3. The Counterparty shall be liable for any effects of failure to fulfil the obligation to appropriately mark the VAT invoice or another invoice.
3. If there is a dispute between the Parties regarding the Price, Hexonic reserves the right to decline payment of the Price until the final and non-appealable resolution of such a dispute.
4. In no event shall Hexonic be required to pay the Price before acceptance of the object of the Order.
5. Hexonic reserves the right not to collect from the Counterparty a shipment that is payable on receipt.
6. If proper performance by the Counterparty or a third party employed by the Counterparty requires any work to be performed after delivery of the goods in order to allow for the goods to be used as intended, the costs connected with such work shall be included in the Price, unless the contract stipulates otherwise.
7. The Counterparty may not deduct their receivables towards Hexonic. The Counterparty may use their right to deduct only if the claim is confirmed by a final and non-appealable court ruling or Hexonic accepted it explicitly in writing.
8. The price shall be paid by Hexonic to the Counterparty's bank account provided in the Contract. In the case of foreign payments, the costs of payments shall be covered by the Counterparty and may be deducted from the amount paid.
9. The time limit mentioned under section 2 shall be met prior to its lapse the Hexonic bank account is charged with a bank transfer order to the bank account of the Counterparty provided in the Contract.

VII. AMENDMENTS AND WITHDRAWAL FROM THE CONTRACT, LIABILITY

1. Hexonic reserves the right to amend the Contract at any moment, under a written statement submitted to the Counterparty, in particular by means of the following:
 - a) amending the specification of the Order object and its documentation, provided that the change is not significant;
 - b) amending the manner of packing, testing, delivery destinations and delivery schedules.
2. Where amendments to the Contract, as mentioned under section 1, cause a change of the price or performance deadline, the Parties shall make the relevant arrangements in writing.
3. Hexonic reserves the right to withdraw from the Contract in cases specified in these GTP, as well as in any of the following cases:
 - a) any violation of the provisions of the Order, Contract and/or these GTP on the part of the Counterparty;
 - b) Counterparty's delay in satisfying the claims of Hexonic on account of warranty and/or guarantee;
 - c) doubts regarding the Counterparty's ability to perform;
 - d) Counterparty's insolvency, liquidation, Counterparty's assignment to creditors, as well as if a petition for bankruptcy has been filed or reorganization proceedings have been instigated, provided that in each case envisaged in these GTP, a Contract withdrawal statement shall be submitted within twelve (12) months as of the event and/or circumstances causing the withdrawal.
4. Should the entitlements indicated under this section be exercised, Hexonic reserves the right to request the Counterparty to deliver the goods and/or services intended for Hexonic, as well as any and all materials, parts or products under construction, upon payment of their respective value to the Counterparty.
5. The liability of Hexonic in the case of withdrawal from the Contract shall be limited to the obligation to return to the Counterparty the provisions received from them in performance of such Contract, where in such a situation Hexonic shall especially not be required to pay any liquidated damages, compensation or other similar fees. Any further compensatory liability of Hexonic, including, but not limited to regarding the revenues and/or

profits lost by the Counterparty, as well as indirect damages, shall be excluded.

6. In no event shall Hexonic be held liable for any damages and/or lost profits arising from the claims of the Counterparty nor any other entity, related to a violation of the terms of the Contract, failure to perform and/or undue performance of an obligation by Hexonic and/or in tort.
7. Irrespective of the legal grounds (contract/tort) based on which the Counterparty's claim is being formulated, Hexonic shall not be held liable for damages and/or losses the amount of which exceeds the net value of the object of the Contract (minus the VAT rate). The provisions of section VII 6) and 7) of the GTP shall not apply only in the case where, according to mandatory provisions of law, Hexonic is liable irrespective of the above limitation and/or exclusion of liability.

VIII. WARRANTY AND GUARANTEE

1. The Counterparty represents that they shall provide goods and services in a reliable manner and with due diligence and that they shall perform efficiently, professionally and competently, according to the generally accepted standards of good practice.
2. The Counterparty's liability period under implied warranty for defects of the goods and/or services delivered shall be (twenty four) [24] months, as of the day when Hexonic accepts the object of the Contract.
3. Any claims submitted according to the provisions of this Article shall be reported to the Counterparty within one month as of the events constituting the actual basis for such claims and in each case they shall be reported within one month as of the expiry of liability under implied warranty for defects, provided that the defects are detected in the period of liability for defects.
4. The Counterparty shall remove any defects and/or faults in the goods and/or services immediately after receiving the notification, however not later than before the deadline for removing these, as indicated by Hexonic. The Counterparty, at the discretion of Hexonic, shall repair any and all defects in the goods and/or services, that have been detected in the period of their liability for defects, and/or replace them with new ones, free from defects and compliant with the object of the Order, without the right to seek additional remuneration on this account.
5. Should the Counterparty fail to remove defects in the goods and/or services by the time limit specified by Hexonic, Hexonic shall commission the removal of such defects, replacement of provisions noncompliant with the Order with new ones, and repair of any damages caused by such defects, to third parties, at the cost and risk of the Counterparty, without the need to obtain a separate court authorization and authorization from the Counterparty and without losing the rights arising from the warranty and/or guarantee (Replacement Performance). In such a case the Counterparty be required to reimburse any and all justified technical costs incurred by Hexonic due to invoking Replacement Performance within fourteen (14) days as of receiving the relevant payment request and/or invoice from Hexonic.
6. The Counterparty grants Hexonic a guarantee for the goods and services delivered under the Contract – the guarantee period shall be (twenty four) [24] months, as of the day when Hexonic accepts the object of the Contract.
7. Liability under the warranty covers any physical defects that reduce the functional or technical value of the goods and/or services. The Counterparty warrants in particular that the supplied goods and services meet the highest requirements in terms of manufacturing technology and that they shall comply with the certificates and technical standards applicable in Poland and in the European Union. As part of their obligations under the guarantee referred to in this Article, the Counterparty guarantees that the goods and equipment supplied in performance of the Contract shall be free from defects in material, design and workmanship and will conform to the latest technology available to the Counterparty at the date of the Contract and will be completely new and reliable.
8. The provisions of sections 3-5 above shall apply to the claims of Hexonic on account of guarantee.
9. Hexonic may perform their guarantee rights irrespective of their rights under warranty.



IX. FINAL PROVISIONS

1. Any and all amendments to this Contract must be made in writing, otherwise being null and void.
2. The Parties agree to amicably resolve any conflicts arising from the Contract binding them. Should it be impossible to resolve the dispute amicably within 30 days, the court competent to consider the case shall be a Polish court with local jurisdiction over the registered office of Hexonic.
3. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 is hereby disclaimed.
4. Should any provision of these GTP and/or the Order be invalid, the remaining provisions shall be binding upon the Parties without alteration.
5. The Counterparty shall not be entitled to transfer and/or assign the receivables resulting from the Contract without the prior written consent of Hexonic. The GTP shall also apply in dealings between legal successors of the Parties.
6. Matters not stipulated under these GTP and the Order shall be governed by universally applicable provisions of Polish law and their provisions should be interpreted in accordance with this law.