

General Terms and Conditions of Sales - HEXONIC Sp. z o.o.

I. DEFINITIONS

1. GTCS - these General Terms and Conditions of Sales, constituting general conditions of the contract.
2. HEXONIC - HEXONIC Sp. z o.o., limited liability company seated at Nowy Dwór Gdański (82-100), ul. Warszawska 50, registered in the Register of Entrepreneurs kept by the District Court Gdańsk-Północ in Gdańsk, VII Commercial Department of the National Court Register under the KRS number: 0000060528, with the tax identification number NIP: 5840251681, REGON: 001311624, with a share capital of 7.035.000 PLN.
3. Buyer - a buyer to whom HEXONIC delivers goods or services, being an entrepreneur, obliged to fulfill the obligations to HEXONIC arising from agreement between the parties, in particular to pay remuneration;
4. Agreement or Agreements - all sales contracts by HEXONIC of goods or services to the Buyer;
5. Parties - a joint determination of HEXONIC and the Buyer.

II. GENERAL PROVISIONS

1. These General Terms and Conditions of Sales (GTCS) apply to every Order, as well as in all commercial relations of HEXONIC with the Buyers; these GTCS are made available to the Buyers at www.hexonic.com and / or when submitting offers by HEXONIC. Conclusion of the Agreement by the Buyer or sending by the Buyer to the HEXONIC of the Order shall constitute the acceptance of these GTCS in its entirety by the Buyer.
2. These GTCS are an integral part of every price offer, offer submitted by HEXONIC and Agreements concluded by HEXONIC and take precedence over the conditions of purchase of the Buyer.
3. These GTCS cannot be changed, replaced or supplemented without the prior written consent of HEXONIC otherwise shall be null and void. Also, the exclusion of the application of these GTCS in relation to a given Agreement or the Buyer may take place only in the manner described in the preceding sentence. If the Buyer applies other general terms of contracts, contradictory or supplementary GTCS, they will not apply to any of the Agreements concluded by HEXONIC. All such contractual patterns used by the Buyer are not accepted by HEXONIC, unless the written representative of HEXONIC expressly agrees to their validity, however, such consent must be in writing otherwise shall be null and void. Lack of such acceptance means that these GTCS apply in relations between the Parties. In order to remove any doubts, the delivery or performance of the service by HEXONIC to the Buyer or their acceptance by the Buyer is not an acceptance of HEXONIC for any general terms and conditions applied by the Buyer or any amendments to these GTCS proposed by such Buyer.
4. If the Parties remain in permanent trade relations, the acceptance of GTCS by the Buyer for one Agreement shall be deemed as acceptance thereof for subsequent agreements concluded by that Buyer with HEXONIC.
5. In the absence of a different HEXONIC statement in writing, all arrangements of the Parties in the implementation of the concluded Agreement, as well as any additional arrangements, changes, termination, suspension or withdrawal from such Agreement shall be made in writing, otherwise shall be null and void.

III. OFFER AND CONCLUSION OF THE AGREEMENT

1. The Agreement is concluded by HEXONIC with the Buyer only on the terms set out in this point III.
2. The information published on the HEXONIC website, in catalogs, brochures, leaflets, advertisements and other publications or printed publications of HEXONIC (hereinafter referred to as "Publications") does not constitute the binding offer, even if it has a price, unless explicitly stated in them differently. Publications on goods and services offered by HEXONIC are for information purposes only, while the samples and samples issued by HEXONIC are for illustrative purposes only. Detailed technical data contained in the Publications may change at any time.
3. The Buyer may submit inquiries in a written, electronic or telephone form. The inquiry must include the Buyer's details and other requirements that would form an integral part of the Agreement. Information, pricing or initial offers obtained this way from

HEXONIC do not constitute a binding offer of the informative nature.

4. In order to conclude the Agreement, the Buyer shall deliver the order to HEXONIC, based on the conditions included in the invitation to submit bids or based on information contained in the Publications ("Order"). The Order may be submitted in written or electronic form, in particular by using the form provided by HEXONIC at the premises or on the website www.hexonic.com. The order constitutes the offer of the Buyer.
5. By submitting the Order, the Buyer is obliged to provide all information and documentation specifying the subject of the Order, precisely indicating the technical requirements of the subject of the Order, including any required standards and approvals. All responsibility for the correctness of data and information provided in this respect lies with the Buyer. The Buyer declares that he has the full right enabling him to transfer the documentation to HEXONIC in relation to the Order placed, and that he makes it available to HEXONIC free of charge and at his own expense and risk. In the absence of HEXONIC's different written assurances, HEXONIC is not responsible for the suitability of the goods or services it offers for a specific purpose or use, nor is it responsible for their compliance with the requirements or needs of the Buyer.
6. A condition for the effective conclusion of the Agreement may be that the Buyer meets additional conditions indicated by HEXONIC in response to the Order (such as, in particular, an advance payment or a bank guarantee within a specified period).
7. HEXONIC accepts the Order and confirms its terms only in writing or electronically by means of a declaration of an authorized representative of HEXONIC. The Order acceptance cannot take place implicitly or by a lack of response to the Order, also if the Parties remain in permanent business relations with each other.
8. The moment of conclusion of the Agreement, subject to point III.6 above, is the moment when HEXONIC sends to the Buyer a confirmation of order acceptance - a statement confirming or irrelevantly modifying the terms of the Order - signed or sent by an authorized representative of HEXONIC, hereinafter: "Confirmation".
9. The Buyer is not entitled to a claim for the conclusion of the Agreement or any claim for damages if the Agreement is not concluded for any reason. In case of doubt, it is considered that HEXONIC's liability in this respect is excluded in the broadest scope permitted by law.
10. Placing an Order by the Contractor shall not be deemed as reservation by HEXONIC of any materials or equipment for its realization or delivery dates.
11. The Buyer acknowledges that the submission of Confirmation by HEXONIC is limited by the content of these GTCS, in particular HEXONIC shall not be bound by any provisions that are inconsistent or supplementary to these GTCS, which the Buyer might indicate in any statement provided to HEXONIC, in particular in the Order.
12. Any change to the GTCS, including the supplementation or replacement of any of the provisions of the GTCS requires for its effectiveness a previous HEXONIC statement made in writing otherwise shall be null and void.
13. The Buyer is obliged to clearly indicate the Confirmation number given by HEXONIC in any communication with HEXONIC. Otherwise, HEXONIC will not be liable for any related misunderstandings or delays.
14. Any information provided to the Buyer by HEXONIC in response to the Order or Confirmation, including written documentation, drawings, cost estimate, content or form of the offer or correspondence cannot be made available in any manner and at any time to third parties and may apply only to the specific Agreement, unless HEXONIC stipulates otherwise in writing.

IV. PRICE AND TERMS OF PAYMENT

1. The only binding price is the price indicated in the HEXONIC Confirmation. In the absence of expressly different indications in the Confirmation, it is the net price in PLN currency, determined based on EXW conditions (Incoterms 2010) and does not include the costs of transport and unloading, packaging other than standard by HEXONIC, insurance and all public charges, including VAT and customs, and other charges (hereinafter: "Price"). Transport and unloading

costs, packaging other than the standard by HEXONIC, insurance and any public and legal liabilities, including VAT and customs duties and other similar fees will be added to the Sales Price, if the Order, Contract or in accordance with generally applicable law HEXONIC is obliged to pay or collect them, and the Buyer is obliged to settle them together with the Price.

2. Unless the Parties agree otherwise, HEXONIC shall be entitled to issue a VAT invoice to the Buyer for the Price increased by public costs or charges according to prices or rates applicable on the day of delivery or expiry of the period for receipt of goods, in accordance with the Incoterms agreed by the Parties.
3. Unless otherwise indicated in the Confirmation or on the invoice issued, upon receipt of the goods or their part (lot of goods) covered by the Agreement or the expiry of the period for its receipt or service receipt, HEXONIC is entitled to demand payment of the Price specified on the invoice. The day of crediting the HEXONIC bank account will be considered as the day of payment.
4. All costs related to the payment shall be covered by the Buyer and cannot be deducted from the amount paid.
5. HEXONIC has the right to transfer its rights or due arising from the Agreement to third parties without the additional consent of the Buyer.
6. If HEXONIC becomes aware of any deterioration of the financial situation of the Buyer or of circumstances unknown to HEXONIC at the time of acceptance of the Order and which may result in the Agreement being or might be endangered, HEXONIC is entitled - at its sole discretion - to withdraw from the Agreement in whole or in part and to recover from the Buyer any related costs, damage and lost profits, as well as unilaterally changing the terms of payment, in particular by demanding payment in advance or suspending the performance of the Contract until additional conditions are met.
7. In the event of non-payment or late payment by the Buyer, in addition to the main receivables, HEXONIC will be entitled to demand payment of penalty interest of 0.5% per day, without additional requests, and to demand reimbursement of any incurred court, enforcement and legal representation costs, as well as, in addition, to claim the recovery costs in the amount of 15% of the amount of debt collected.
8. If the Buyer is delayed with payments to HEXONIC, the payment made by the Buyer will be credited in the first place towards the costs specified in point IV.7 above, then interest for late payment, and then the oldest due date, regardless of whether the Buyer he indicated which payment he was paying, also when the costs, interest and receivables result from more than one invoice. For the avoidance of doubt, it is indicated that this provision waives the right of the debtor referred to in art. 451 §1 of the Polish Civil Code.
9. Regardless of rights indicated above, if the goods were issued, the deadline for collecting the goods has passed or the service has already been performed and the Buyer is in delay of the payment to HEXONIC of the full Price in accordance with any of the issued VAT invoices, HEXONIC will be entitled to call the Buyer for immediate payment of amounts due arising from all other VAT invoices issued to the Buyer, also under separate Agreements, irrespective of the separate payment dates reserved for them.
10. The Buyer is not entitled to transfer to any third party any of its rights or obligations under this Agreement without the prior written consent of HEXONIC.
11. The Buyer may not deduct its receivables due to HEXONIC, unless the claim is established by a valid court decision or HEXONIC has expressly recognized it in writing, in accordance with HEXONIC representation rules.

V. DELIVERY

1. HEXONIC is obliged to perform the service on time and under the conditions specified in the Confirmation, and each deviation from it requires a written acceptance of a properly authorized representative of HEXONIC.
2. In the absence of other written contractual arrangements, in particular the lack of indication of the terms of the Order of the place of performance of the HEXONIC service, the place of performance or place of delivery of the item will be determined on the basis of the EXW conditions according to Incoterms 2010.
3. In the absence of other written arrangements of the Agreement or in the absence of indication of the date on the Order, the HEXONIC service should be fulfilled

within 30 days from the date of sending the Confirmation.

4. All deadlines for the implementation of the Agreement by HEXONIC are approximate dates. HEXONIC indicates in the submitted Confirmation only the estimated date of realization and is not bound by it, unless it is otherwise stated in the concluded Agreement. HEXONIC may also suspend or postpone the performance of a given Contract if the Buyer does not perform all obligations under the Agreement, Confirmation or these GTCS in due time.

5. HEXONIC has the right to ask the Buyer questions regarding the manner of the Agreement realization, at any time, and the Buyer is obliged to respond to them promptly, but not later than within two days of receiving such an inquiry. HEXONIC will be entitled to suspend the realization of the Agreement until the Buyer's response and withdraw from the Agreement in whole or in part or to amend the terms of the Agreement, in particular to increase the Price, if the Buyer includes in its response the necessity for HEXONIC to meet any additional requirements.

6. HEXONIC production plans are based on the assumption of timely payment or fulfillment of additional conditions by the Buyer. If the Buyer is unable to keep them, regardless of the reason, he must immediately inform HEXONIC in writing of this circumstance and the next possible date for their implementation. HEXONIC has the right to suspend the realization of the Agreement and extend the term for realization by the number of working days, which corresponds to the number of days of the Buyer's delay.

7. In principle, partial deliveries are allowed if, in the opinion of HEXONIC, the nature of the Agreement supports this, unless the Parties agree otherwise in writing. In such a case, HEXONIC will notify the Buyer of the value of partial deliveries and the quantity of goods or services provided and indicate the expected date of delivery and will be entitled to issue partial VAT invoices and the Buyer shall be obliged to pay them.

8. The Buyer is obliged to inform the HEXONIC in advance about all public law norms, legal provisions and requirements, failure to comply with which may threaten the realization of the Agreement or which should be respected in connection with the HEXONIC service, under the pain of the Buyer's obligation to repair the damage resulting from HEXONIC failure to comply with these provisions.

9. Delivery and return of the delivery takes place at the risk and expense of the Buyer, unless the Parties expressly agree otherwise in writing.

10. The Buyer bears the risk and is responsible in particular for the delay in reception of the subject of delivery by the transport company or forwarder, including also the situation when the Buyer has concluded a transport contract with such company or forwarder.

11. The Buyer is responsible for the careful and correct unloading of the goods on their delivery and their loading in case of return. Activities in this scope are carried out at the expense of the Buyer, also in the event that they are executed by HEXONIC or a third party whose activities have been commissioned by either of the Parties.

12. The Buyer assumes the risk of damage to the goods, regardless of its cause, from the moment of the goods are made available for the Buyer for loading at the factory of HEXONIC.

VI. RECEPTION

1. The Buyer shall be obliged to check the conformity of goods or provision of services in accordance with the description and specification provided for in the Order and on the terms specified in the Agreement.

2. Signing the acceptance or delivery of the subject of the Agreement by the Buyer confirms the fact of delivery and determines the Buyer's verification of goods and services in terms of compliance with the Agreement, physical defects possible to determine as a result of external inspection, and confirms the Buyer's acceptance of the deliveries concerning their conformity with the Agreement, the Order and the documentation attached to it.

3. In the event of any incompliance of HEXONIC delivery with the Agreement, the Buyer shall only be entitled to file the complaint based warranty conditions in accordance with the relevant provisions of these GTCS, General Warranty Terms and the Agreement. In particular, the Buyer is not entitled to request a price reduction, substitute performance at the cost of HEXONIC, calculation of contractual

penalties or withdrawal from the Agreement in any scope.

4. Complaints regarding quality or quantity of delivery or delivery package are considered to have been filed on time, if they were submitted in writing within 3 working days from the date of preparation of the goods receipt protocol.

5. Failure to submit a complaint within the prescribed time limits or signing a protocol of receipt of the delivered goods or services shall result in the Buyer losing the right to claim damages due complaints specified in clause 4.

6. HEXONIC has the right to condition / suspend the execution of the claims of the Buyer due to the complaint until the settlement by him of any overdue amounts due to HEXONIC.

VII. OWNERSHIP RETENTION

1. HEXONIC retains the ownership of the goods delivered under the Agreement until the receipt of full payment in accordance with the Confirmation, GTCS and Agreement.

2. If the Buyer for any reasons fails to pay the price at due date, HEXONIC is entitled to demand from the Buyer return of the delivered goods for which the Buyer failed to pay the due payment, i.e. in whole or in part. In such case HEXONIC reserves the right to demand compensation from the Buyer if the value of the delivered goods has been reduced in relation to its Price, in particular as a result of its use or damage. In addition, HEXONIC is entitled to charge the Buyer with the amount of 25% of the Price of returned goods as the handling fee, or if the goods were made at the individual order of the Buyer, respectively the amount equal to all costs incurred by HEXONIC to realize the Agreement or its part proportional to the returned goods.

3. Any risk of damage or accidental loss of goods by the Buyer from the time of their dispatch to obtaining the right of ownership by the Buyer rests with the Buyer. HEXONIC may request the Buyer to insure, at his expense, the goods remaining HEXONIC's property and send a copy of the concluded insurance policy to HEXONIC.

4. Possession of the goods by the Buyer does not give rise to any claims against HEXONIC on his side, in particular for payment for their safekeeping.

5. The Buyer is not entitled to re-sell the goods that are owned by HEXONIC to third parties, unless it obtains the prior written consent of an authorized representative of HEXONIC and the assignment of the future due amounts from such transaction to HEXONIC.

6. In the event of opening the liquidation, bankruptcy, remedial or similar in their nature proceedings to the Buyer, he is obliged to mark the goods in such a way that the reservation of the right of their ownership vested in HEXONIC will be legible and unquestionable. If the goods owned by HEXONIC are seized as part of this proceeding, the Buyer is obliged to immediately inform HEXONIC of this fact and, using all available means, cooperate with HEXONIC to ensure its rights to goods subject to seizure.

VIII. CHANGES AND WITHDRAWAL FROM THE CONTRACT, RESPONSIBILITY

1. HEXONIC reserves the right to amend the Agreement at any time, by means of a written statement submitted to the Buyer, in particular by:

- changing the specification of the subject of the order and its documentation when it is a minor change,
- changing the way of packaging, testing, places and delivery schedule.

2. In the event that the amendments to the Agreement referred to in para. 1, will change the Price or the realization, the Parties shall make appropriate arrangements in writing.

3. HEXONIC retains the right to withdraw from the contract in cases specified in law, as well as in these GTCS, as well as in any of the following cases:

- any breach of the provisions of the Agreement or of these GTCS by the Buyer,
- the existence of doubts as to the possibility of the Buyer's performance, insolvency of the Buyer, liquidation, the assignment by the Buyer to his creditors, as well as when a bankruptcy petition was filed against him or remedial proceedings were instituted - however, in each case provided for by these GTCS, a declaration of withdrawal from the Agreement should be submitted by HEXONIC within 12 (twelve) months from the occurrence of the event

or circumstance constituting the reason for withdrawing from the Agreement.

4. In the case of execution of the rights indicated in this section, HEXONIC retains the right to demand payment by the Buyer of full remuneration to HEXONIC for the supply of goods or services and any materials or work in progress.

5. The responsibility of HEXONIC in the event of withdrawal from the Agreement is limited to the obligation to reimburse the Buyer the amounts received from the Buyer only in excess of the value of already ordered materials, work in progress, products delivered or services rendered or parts thereof, subject to these GTCS, in particular HEXONIC in this situation he will not be obliged to pay any contractual penalties, damages, interest on these amounts or other similar fees.

6. Under no circumstances shall HEXONIC be liable for any damage or loss of profits arising from the Buyer's or any other entity's claims related to the breach of the Agreement, failure to perform or improper realization of the Agreement by HEXONIC or tort liability. Any possible liability of HEXONIC for indirect damages caused to the Buyer in connection with the conclusion, performance, non-performance or improper performance of this Agreement, understood as damages not resulting directly from the event causing the damage, and for lost profits, including loss of profit, losses and damages due to delays or stoppages of production (including, but not limited to, the loss of damage by the Buyer's customers, claims by suppliers or storage costs) are also excluded.

7. Regardless of the legal basis (Contract / unlawful act) on which the Buyer's claim is formulated, HEXONIC's liability for all claims related to the Agreement is in each case is limited to 35% of the Price (net of VAT).

8. Provisions of point VIII.6 and VIII.7 of these GTCS will not apply only if, in accordance with the mandatory provisions of law, HEXONIC bears liability regardless of the above limitation or exclusion of liability.

9. HEXONIC shall not be liable for force majeure cases, understood as extraordinary events occurring after the conclusion of this Agreement and which the Parties were unable to foresee at the time of its conclusion and whose existence or effects prevent the performance of this Agreement in accordance with its content. Force majeure include in particular: war, warfare, flood, fire, legal acts of the state administration affecting the implementation of the Agreement, epidemics, strikes.

IX. WARRANTY

1. The Buyer is entitled to exercise rights under the warranty only if all conditions set out in the General Warranty Conditions (hereinafter: "GWC"), which form an integral part of the Agreement, are cumulatively met.

2. By submitting the Order, the Buyer declares that he has read and understood the GWC before concluding the Contract, accepts them in their entirety and does not raise any objections to them. GWC are available on the website www.hexonic.com

3. Due to the warranty granted by HEXONIC, HEXONIC's liability under the statutory warranty is excluded. The above does not apply to consumers.

4. HEXONIC has the right to condition / suspend the execution of the claims of the Buyer due to the warranty until the settlement by him of any overdue amounts due to HEXONIC.

X. INTELLECTUAL PROPERTY RIGHTS

1. Unless otherwise specified in the Offer or Agreement, HEXONIC's services to the Buyer in the scope of works covered by intellectual property or industrial property protection shall provide the Buyer with a non-exclusive, non-transferable, limited license to intellectual property rights, understood as industrial property rights and copyrights jointly, belonging to HEXONIC or related entities, within the territory of the Republic of Poland and the territory where the goods are sold, only in the scope of using and possibly further selling goods sold by HEXONIC to the Buyer. The foregoing applies in particular to the situation when, together with the goods, the relevant documentation is provided to the Buyer.

2. Any extension of the above license or the transfer of intellectual property rights takes place only on the basis of separate, detailed arrangements of the Parties in writing otherwise being null and void.

3. In the event of a breach of this provision by the Buyer, HEXONIC will, at its sole discretion, waive the Agreement and discontinue all services or deliveries to the Buyer without incurring any liability for costs and damages of the Buyer and the Buyer undertakes to release HEXONIC against any claims by third parties for any costs and damages that have been incurred by these third parties in connection with the Buyer's breach of this provision. In the case of the above-mentioned violation, the Buyer undertakes to provide HEXONIC with all information necessary to take up the defense and refund to HEXONIC any costs incurred in providing legal services related to third party claims.

XI. FINAL PROVISIONS

1. All amendments or exclusions of these GTCS require written form otherwise being null and void.
2. The Parties undertake to amicably resolve conflicts arising from any binding AGREEMENT. If the amicable settlement procedure is unsuccessful within 30 days, the only court competent to hear the case will be the Polish court competent for the seat of HEXONIC.
3. All technical, commercial and financial data that HEXONIC will disclose to the Buyer or its affiliates constitute confidential information of HEXONIC or its related entities. The Buyer undertakes not to disclose any such confidential information to any third party and not to use such confidential information for any purpose other than agreed by the Parties, including in particular cooperation under the Agreement.
4. If any provisions of these GTCS are deemed void or ineffective, the remaining provisions of the GTCS remain in effect and the Parties undertake to replace an invalid or unenforceable provision with a new one, the meaning of which will be as close as possible to the purpose of the replaced provision and the intentions of the Parties.
5. The application of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 shall be excluded.
6. In case of invalidity of any of the provisions of these GTCS, the Order or the Agreement, the remaining provisions shall be binding on the Parties unchanged.
7. In matters not covered by these GTCS, the Order and the Agreement, generally applicable provisions of Polish law shall apply.