

CERTIFIED TRANSLATION FROM THE POLISH TO THE ENGLISH LANGUAGE



[The document presented for translation consists of five pages. The translator's remarks have been put in square brackets and italics]

**General Commercial Terms and
Conditions**

§ 1

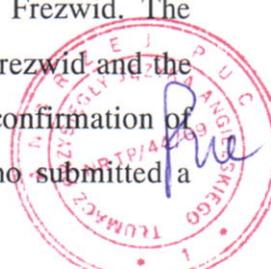
General Provisions

1. These General Commercial Terms and Conditions (hereinafter referred to as the "GCTC") regulate the content of any contracts for specific work (hereinafter referred to as the "contract") entered into by and between Zakład Produkcyjno – Handlowy "FREZWID" Marta Ostrogórska Spółka Jawna, with its registered office at ul. Piłsudskiego 7B, 32-050 Skawina, a company entered in the register of entrepreneurs of the National Court Register kept by District Court for Cracow-Śródmieście in Cracow, 12th Commercial Division of the National Court Register (KRS) under KRS number: 0000026822 (hereinafter referred to as the "Frezwid"), and entrepreneurs conducting business activity (hereinafter referred to as the "Customer").
2. If the Customer uses its own contractual models, in particular general terms and conditions of contracts, model contracts, regulations, these models shall not apply to legal relationships with Frezwid, save for situations when Frezwid submits a written declaration to the Customer on its willingness to render services as part of the repeal of the provisions of the GCTC and acceptance of terms of an offer submitted by the Customer.

§ 2

Conclusion of Contract

1. The parties enter into a contract under the principles provided for in these GCTC, unless other arrangements were made and approved in writing by Frezwid. The exchange of declarations related to conclusion of a contract between Frezwid and the Customer is made in an electronic form or an oral form with written confirmation of terms and conditions of the contract. It is assumed that a person who submitted a



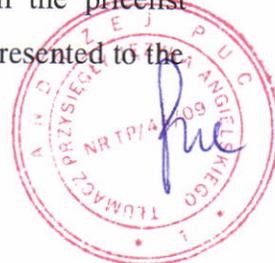
declaration on behalf of Frezwid or the Customer was authorised to submit binding statements of will of the same type as the submitted declaration.

2. A contract is entered into on the basis of an order placed by the Customer. An order is placed by a declaration sent by electronic mail to the email address stated at Frezwid's website or by an oral declaration submitted to Frezwid's employee for order acceptance. Placing an order by the Customer is deemed as being acquainted with and acceptance of Frezwid's GCTC.
3. Fulfilment of an order is conditional upon the Customer's no arrears in payments for Frezwid. If the Customer resigns from fulfilment of an order, it is obliged to cover costs incurred by Frezwid in relation to starting fulfilment of the order (purchase of material, starting production, ordering goods from external suppliers, etc.).
4. A contract is entered into at the moment of:
 - 1) a written confirmation by Frezwid's employee of terms and conditions of the contract – if an order is placed in an oral form,
 - 2) the expiry of 12 hours from delivery of an order to Frezwid, provided that during this time Frezwid does not present modified terms and conditions of fulfilment of an order to the Customer or inform the Customer about the impossibility of performance of the contract – in case the order is placed by email.
5. When making a declaration on the impossibility of acceptance of an order, Frezwid may submit modified terms and conditions of fulfilment of an order (hereinafter referred to as the "Counter-Offer") to the Customer.
6. Frezwid is bound by a Counter-Offer for the period of three days from the date of its delivery to the Customer. In such a case a contract is entered into through a confirmation of acceptance of the counter-offer by the Customer. Lack of a confirmation of acceptance of a counter-offer within three days from the date of its receipt is deemed the lack of acceptance of the counter-offer and failure to enter into a contract.

§ 3

Prices

1. The Customer's order is processed according to prices contained in the pricelist applicable upon receipt of an order by Frezwid or in line with an offer presented to the Customer.



2. Frezwid's prices are stated in the Polish zlotys (PLN). In case of an intra-Community delivery of goods or export of goods, prices denominated in the Polish zlotys are expressed in Euro (EUR).
3. Frezwid's prices are net prices and do not include Polish value added tax and any additional charges. Any taxes and additional charges shall be borne exclusively by the Customer.
4. Frezwid's prices do not include transport of goods to the Customer. However, the parties may agree that Frezwid will deliver goods to an agreed place of the Customer at its expense.
5. Frezwid's prices include costs of packaging of goods and products in the manner customarily accepted in trade and consistent with properties of relevant goods or products.

§ 4

Acceptance and Delivery

1. The date of delivery binding for both parties is the date indicated by Frezwid in a confirmation of an order. The date of delivery is deemed complied with when goods left the warehouse of Frezwid at the latest on the day indicated as the date in a confirmation of an order.
2. Frezwid shall not bear liability if release of goods or a product is impossible or delayed for reasons beyond its control, in particular such as: force majeure, strikes, road blockades, riots, interruptions of electric energy supply, delays of deliveries from Customers.
3. In the events mentioned in Section 2, the date of delivery is automatically extended by the duration of the event. Frezwid is obliged to immediately inform the Customer about the causes of a delay or impossibility of a delivery, stating at the same time the expected date of delivery.
4. In case the date of delivery is disrupted or delayed in the result of actions of the Customer, additional costs incurred for this reason by Frezwid or the Customer will be charged exclusively to the Customer, while the date of delivery will be extended accordingly.
5. If shipment of goods or a product is made by a carrier by order of the Customer, the risks of a loss, destruction or damage of goods as well as burdens and benefits related to goods pass to the Customer upon the release of goods from the warehouse of Frezwid



to the carrier. In the event the Customer collects goods with own means of transport, the risk of a loss, destruction or damage of goods passes to the Buyer upon the issuing of the goods from the warehouse of Frezwid.

6. If shipment of goods is made by a carrier by order of Frezwid, the risk of a loss, destruction or damage of goods as well as burdens and benefits related to goods pass to the Customer upon collection by the Customer of the shipment from the carrier. If upon receipt of goods from a carrier the Customer discovers discrepancies between the quantity specified in a consignment note and the actual quantity or than the shipment was damaged or violated, it shall enter its reservations to a consignment note of the carrier. Customer's failure to comply with the above obligation is deemed waiver of its rights on account of statutory warranty for physical defects of goods in case of their damage or of demanding making up by Frezwid for differences in quantity between the actual state and the state resulting from an invoice.

§ 5

Payments

1. The maturity date is in each case stated by Frezwid on an invoice.
2. The maturity date starts on the date of delivery of an invoice.
3. Frezwid reserves the right to choose the form of payment, and may make fulfilment of an order conditional on making a prepayment by the Customer towards purchased goods or making an advance payment in the amount agreed between the parties. In such a situation the commencement of performance of a contract by Frezwid is conditional on making the prepayment or the advance payment within the period and in the amount indicated by Frezwid in a written confirmation of an order or a pro forma invoice issued to the Customer.
4. A delay in making an advance payment or earnest money exceeding 14 days entitles Frezwid to withdraw from the contract. The withdrawal does not give rise to any claims for the Customer, in particular claims for damage.
5. Payment is deemed made on the date of crediting Frezwid's bank account indicated in the content of an invoice. If payment is made in cash, the payment is deemed made when Frezwid issues a confirmation of acceptance of a cash payment.
6. Failure to comply with maturity dates will result in charging statutory interest for a delay in commercial transactions, and apart from this Frezwid may bring legal action against the Customer for payment.



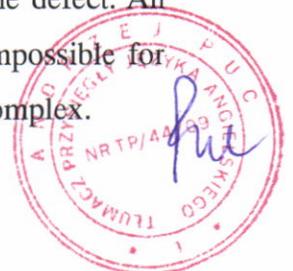
7. Goods constituting the object of the contract are the property of Frezwid Frezwid until the moment of payment of the full price of purchase along with any incidental amounts due, including in particular interest for a delay in payment.
8. An invoice is delivered to the Customer upon the release or delivery of goods which issuing is documented by the invoice. If goods are released in lots, a goods dispatch note is issued for every release of goods, and after performance of a contract and the issuing of the last lot of goods an invoice is delivered for all released lots of goods, unless the parties decided otherwise.

§ 6

Warranty and Statutory Warranty

[Polish: rękojmia – translator's note]

1. Frezwid assures the Customer of good quality and the lack of physical defects of the goods offered by it. Furthermore, Frezwid is liable towards the Customer when goods do not have properties which objects of this kind should have due to the purpose specified in a contract or resulting from circumstances or intended use, if the goods do not have properties about which existence Frezwid assured the Customer, if the goods are unsuitable for the purpose about which the Customer informed Frezwid upon conclusion of a contract, and Frezwid raised no *[missing word: most likely "objections" - translator's note]* to such use, or if goods were issued to the Customer in an incomplete state (statutory warranty *[Polish: rękojmia]* for physical defects).
2. Frezwid shall not bear liability on account of statutory warranty for physical defects which occurred after the passing of the risk set out in § 4(5) and (6) to the Customer, unless the defects resulted from a cause that was present earlier in the goods.
3. In the event goods turn out to be defective, Frezwid – at its option – will deliver to the Customer goods free from defects in the place of the defective goods or will remedy the defect within the period appropriate to the nature and essence of the defect, taking into account a possible necessity of ordering suitable material, parts, service or goods, including delivered from abroad, necessary to remedy the defect. Immediately after the nature and essence of a defect is determined Frezwid will notify the Customer about an expected date of delivery of goods free from defects or remedying of the defect. An expected date may be extended in case complying with the date was impossible for reasons beyond the control of Frezwid or in case a defect is particularly complex.



4. The Customer shall examine purchased goods in the manner and in time accepted for goods of this type, and it shall immediately notify Frezwid in writing about a defect noticed during the examination, and in the situation the defect was discovered only later, it shall immediately notify Frezwid about the defect after discovering it, but not later than within 7 days from the date of discovering the defect.
5. Failure to comply with the period for notifying Frezwid about a defect and the obligation of examination of goods results in in the loss by the Customer of all rights on account of statutory warranty. The Customer shall prove complying with the period specified in Section 4.
6. In case the delivery of goods free from defects or remedying of a defect is not made in the period for remedying of a defect provided by Frezwid to the Customer, the Customer shall be entitled to withdraw from a contract within the scope in which it concerns defective goods. The parties shall return mutual payments/considerations to each other.
7. Frezwid's liability on account of statutory warranty for physical defects of goods expires in case of a resale of goods by the Customer or wear of goods by the Customer in the ordinary course of its activity, but in every case not later than after 6 months from the issuing of the goods to the Customer.
8. The application of general terms and conditions of liability of Frezwid on account of statutory warranty for physical defects contained in Section II Title XI Book III of the Civil Code is excluded.
9. Frezwid grants a warranty for goods for the period of 12 months from the date of receipt or delivery of the goods, provided that the Customer has service of the goods performed in Frezwid's facility. Repairs or modifications of goods made outside the facility of Frezwid result in the loss of the warranty. The warranty is granted on the basis of a proof of purchase.

§ 7

Final Provisions

1. The GCTC are made available to the Customer in the form of an electronic file in a commonly used format (e.g. PDF) which the Customer may download from Frezwid's website (www.frezwid.com.pl).



2. Frezwid shall not be liable for damage suffered by the Customer in the result of defects of goods, undue performance, early wear, change of the date of delivery, and for the time of complaint or repair.
3. Frezwid ensures proper protection of personal data of the Customers. For this purpose it implemented and maintains personal data protection mechanisms complying with the Regulation of the European Parliament and Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of directive 95/46/EC (General Data Protection Regulation) and the Personal Data Protection Act of 29 August 1997.
4. The competent court for settlement of disputes arising out of the content of these GCTC or performance of a contract entered into on the basis of the GCTC is the common court of jurisdiction for the registered office of Frezwid.
5. Any amendments and supplements to the content of a contract with respect to these GCTC must be made in writing under the pain of nullity.
6. If any provision of the GCTC is found to be fully or partially invalid, the GCTC apply in the remaining scope, and Frezwid shall take actions to agree a new content of the provisions with Customers.

I hereby certify that this is a true and correct translation of the Polish document, translated by me to the best of my knowledge, belief and ability. I affix my official seal and signature in proof of this. Andrzej Puc, M.A., Sworn Translator, Ministry of Justice Sworn Translator's Registration Number: TP/44/09

15 November 2018, Repertory No. 1415/2018

