

General Conditions of Contracts

BOLARUS S.A. with its principal office in Bochnia

1. General provisions

- 1.1. General Conditions of Contracts (hereinafter: "**GCC**") specify the rights and obligations of the parties to the contracts for the sale or delivery of goods and services (hereinafter: "**Contract**"), that Bolarus S.A. with its principal office in Bochnia concludes as a seller or supplier (address: ul. Wiśnicka 12, 32-700 Bochnia), entered into the register of entrepreneurs of the National Court Register kept by the District Court for Krakow - Śródmieście, 12th Commercial Division of Krajowy Rejestr Sądowy under the KRS number 0000130684, having the REGON number: 850017324, having the VAT number: 8680000350, the share capital in the amount of PLN 1,502,877.50 paid in full, (hereinafter: „**Bolarus**”).
- 1.2. Bolarus enters into Contracts with commercial partners conducting economic activity hereinafter referred to as: „**Buyers**”. Bolarus and the Buyer shall be jointly referred to as: "**the Parties**". The Subject of the Contract shall be referred to as: "**the Goods**".
- 1.3. The GCC constitute an integral part of all Contracts the Bolarus entered into as a seller or supplier, whereby, if the Parties are bound by a separate, written Agreement, that Agreement shall prevail over the GCC and any provisions of the GCC shall apply to the extent not regulated by that Agreement. The Parties may waiver from the provisions contained in the GCC by way of a joint decision in the form a written Agreement (under the pain of nullity).
- 1.4. The GCC shall not apply to relations between Bolarus and consumers.
- 1.5. The Buyer shall be obliged to consult the GCC prior to signing the Contract (if concluded in written form) or prior to ordering. The GCC shall be transferred to the Buyer as an annex to the Contract and the GCC are available at the website: www.bolarus.com.pl and at the Bolarus address given in point 1.1. GCC.
- 1.6. The GCC shall equally apply to the Contracts concluded in the form other than written.
- 1.7. Bolarus may make the conclusion of Contract dependent on the written acceptance of the GCC by the Buyer.
- 1.8. When the parties remain in regular economic relations (in particular when they are bound by a cooperation framework agreement), a single acceptance of the GCC has an effect on all Contracts concluded later until a written agreement precluding the GCC from being applied between the Parties (for the avoidance of doubt, if the Parties are bounded by a cooperation framework agreement, the GCC shall also apply to Contracts concluded after the expiration or termination of the cooperation framework agreement, until there is a written agreement excluding the application of the GCC between the Parties).
- 1.9. When the GCC refers to "business days" it should be understood as each day except public holidays, Saturdays and Sundays.

2. Prices and promotional materials

- 2.1. Offers, advertising and other announcements of goods in Bolarus's trade offer are for information purposes only and do not constitute an offer within the meaning of the Civil Code. Patterns and samples coming from Bolarus are purely illustrative materials, and thus they may not form the basis for any claim.
- 2.2. The prices specified in the price lists derived by Bolarus are binding only until a new price list is issued. The prices specified in the price lists are net prices and the VAT must be added thereto.

3. Conclusion of Contract

- 3.1. The Contract shall be concluded, subject to the following points, when the Buyer places an order and Bolarus confirms the implementation of this order in writing or via e-mail.
- 3.2. The Buyer may cancel the order within 1 business day. After that time, the order shall be deemed to be an offer for conclusion of a Contract.
- 3.3. The order shall be deemed valid, if:
 - 3.3.1. it is consistent with the order template used by Bolarus or the Buyer's template containing at least: the Buyer's name (name and surname for natural person), the Buyer's mailing address, VAT number of the Buyer, REGON number of the Buyer, National Court Registry Number KRS of the Buyer (if any), amount and type of Goods, trade name and unambiguous description of the parameters / configuration of the Good, payment terms, delivery / receipt conditions (including time and place) and
 - 3.3.2. it was approved by a person authorized to represent the Buyer, presumed that the person placing the order on behalf of the Buyer is entitled to represent it or empowered to conclude such Contracts, [if necessary, relevant documents showing authorization (e.g. power of attorney) should be attached to the order, and Bolarus may request submitting such documents to it at any time],
- 3.4. Bolarus shall confirm the execution of the order within 3 business days, after this period it shall be assumed that Bolarus is not interested in concluding a Contract with regards to the given order.
- 3.5. Bolarus may also confirm the order only partially or subject to the amendment of the conditions of the order. In this case, the Buyer has one business day to accept proposed by Bolarus reservations or amendments to the terms of the order, no response within this period shall be deemed as their acceptance and the Contract shall be concluded to the extent specified in the order, taking into account the amendments introduced by Bolarus in the order confirmation. If the Buyer within the period specified in sentence 2. above, will not agree to the reservations

or amendments proposed by Bolarus, the Contract is not concluded, but the Buyer may place another order to which the provisions of the point 3. of GCC shall apply.

3.6. If Bolarus shall confirm, at least in part or subject to amendment to the conditions of this order, the implementation of the order, despite the Ordering Party's non-fulfilment of the conditions set out in section 3.3, it shall be assumed that the order is valid. Point 3.5. shall apply accordingly.

4. Payment terms and conditions

4.1. The Buyer shall be obliged to pay the price on the date indicated in a written Contract or on an invoice, and if the day of payment is not specified in this way, within seven days from the date of invoice.

4.2. Bolarus shall issue an invoice to the Buyer on the date of receipt of the Goods or any other date chosen by Bolarus consistent with applicable law.

4.3. The payment shall be made to the bank account of Bolarus as indicated on each invoice.

4.4. The date when the whole price of the Goods is received in the proper bank account of Bolarus shall be deemed as the day of payment.

4.5. In case of a delay in payment, Bolarus shall be entitled to maximum interests from the Buyer allowed by the law.

4.6. The right specified in point 4.5. above, does not deprive Bolarus of the possibility demand damages in excess of the maximum amount of interest from the Buyer.

4.7. In case of delay in payment, Bolarus may, at its own discretion, include the amounts paid by the Buyer, in the first place, for interests or the principal. The Parties exclude the Buyer's right indicated in Article 451 § 1 sentence 1 of the Civil Code.

4.8. In case of a delay in payment even one invoice, Bolarus shall be entitled to suspend the execution of Contracts or parts of the Contracts not yet executed until full payment for the Goods, including interests, is made by the Buyer.

4.9. The Buyer shall not be entitled to make deductions or assign receivables, except with the valid written (under the pain of nullity) consent of Bolarus.

4.10. Filing any complaint or raising any objections to the Contract or the GCC by the Buyer does not entitle the Buyer to withhold payment.

5. Contract Performance Security

- 5.1. Bolarus may make the conclusion of the Contract dependent on the Buyer paying a certain amount in advance for the goods purchased or the prior payment of the whole amount due for the price of the Goods.
- 5.2. If Bolarus has reasonable doubts as to the Buyer's ability to make a timely payment of the full price for the ordered Goods between the conclusion of the Contract and the delivery of the Goods, Bolarus may make the delivery of the Goods dependent on the payment of whole or part of the price for the ordered Goods prior to the agreed date of payment, and even prior to the release of the Goods .
- 5.3. The Buyer shall become the owner of the Goods only upon full payment for the Goods in accordance with the GCC and the Contract(reservation of ownership to Bolarus). If the Buyer fails to make timely payment for the ordered Goods, Bolarus, regardless of other powers specified in the GCC or the Contract, shall have the right to demand the return of the Goods, for which payment has not been made, from the Buyer.
- 5.4. Bolarus may grant a trade loan to the Buyer under the terms specified in the written Contract or in a separate written agreement. On the basis of a reasoned request by the Buyer, Bolarus shall determine the amount of the trade loan and the form of loan security. When considering a request for a trade loan, Bolarus shall have the right to require the Buyer to provide evidence confirming its current financial situation. The procedure for the granting of the trade loan shall apply accordingly in cases when the Buyer requests an increase in the trade loan limit. In terms of the procedure for granting a trade loan, the confidentiality provisions set out in point 10. shall apply respectively.
- 5.5. Bolarus shall be entitled to change the amount of the Buyer's trade loan and the term of payment for the ordered Goods based on the current analysis of the turnover with the Buyer and the course of previous cooperation.

6. Delivery Terms

- 6.1. The Goods ordered by the Buyer under the Contract may be collected only by the Buyer or a person authorized by it to collect the Goods (hereinafter: "**Collecting Party**"). The authorization to collect the Goods binds Bolarus until it is effectively withdrawn by the Buyer in writing. If several persons received authorisation to collect the Goods, Bolarus may, at its own discretion, release the Goods to one of them.
- 6.2. The term of delivery is binding for Bolarus only if it has been confirmed in writing. In other cases, Bolarus shall endeavour to release or deliver Goods in compliance with all the legitimate interests of the Buyer.
- 6.3. The Buyer shall be obliged to collect the Goods at the place and time (date and time) established by the Contract. If it can not do so, it should notify Bolarus immediately, but no later than on the day preceding the date of collection of the Goods as agreed in the Contract.

- 6.4. In the situation where the Buyer did not collect the Goods on time, the Goods shall be stored by Bolarus at the expense and risk of the Buyer. Other powers of Bolarus in this regard have been set out in point 9 of GCC.
- 6.5. The benefits and burdens associated with the Goods and the risk of accidental loss or damage to the Goods pass to the Buyer upon release of the Goods by Bolarus. However, if the Buyer fails to collect the Goods on time, the benefits and burdens associated with the Goods (and the risk of accidental loss or damage to the Goods) pass to the Buyer at the originally agreed date, on which the product was to be collected by the Buyer. The provision contained in the preceding sentence shall be without prejudice to point 6.4.
- 6.6. The Parties agree that the Goods are collected using the Buyer's own transport unless the Parties agree otherwise in the Contract.
- 6.7. The Buyer shall provide a vehicle at the place and time (date, time) specified in the Contract, and if it fails to do so - this may result in the need for parking, of which the cost shall be borne by the Buyer.
- 6.8. Where, in accordance with the Contract, Bolarus provides transportation of the Goods ordered, the release thereof is carried out in the indicated by the Buyer, whereby, the Buyer arranges the unloading operations at its own cost and risk. Upon the start of unloading, the risk of accidental loss or damage to the Goods passes to the Buyer. Prior to the start of unloading, the Receiver shall sign the relevant receipt documents (i.e., in particular: a delivery note and a bill of lading), which is prerequisite for the release of the Goods. Moreover, the Receiver shall be obliged to check the correctness and completeness of loading of the Goods and acquire a set of transport-related documents.
- 6.9. The Receiver shall be obliged to check the completeness of the Goods and its compliance with the Agreement carefully immediately upon receipt and determine any loss or damage of the Goods. In addition, if Bolarus provides transportation of the Goods ordered, the Receiver shall require the carrier to make annotations of the damage on the bill of lading or demand to issue a damage report (otherwise the Buyer loses the right to claim against Bolarus) in accordance with the Contract.
- 6.10. If Bolarus provides transportation of the Goods ordered, the carrier shall have the right to refuse arrival at the place of unloading, if there is a risk of damage to the means of transport or the Goods, in accordance with the Contract. In such case, the carrier may demand from the Buyer a written statement about the takeover of full legal and material responsibility for possible damage to the Goods or damage to the carrier. If the Buyer refuses to make such a statement, it shall be deemed that the Goods arrived at the designated location on time.
- 6.11. If Bolarus provides transportation of the Goods ordered, the Buyer shall be obliged to arrange the unloading of the Goods immediately, but in no later than 2 hours of the arrival of the Goods at the place indicated in the Contract in accordance with the Contract. If the Buyer did not conduct unloading within the above specified time, it shall bear the costs of the vehicle downtime. The Buyer may indicate the additional alternative place of unloading the Goods, in such a case, the additional costs of transport and the cost of unloading the Goods in an additional place shall be borne by the Buyer.

6.12. Bolarus may include the cost of the packaging of the Goods in the price of the Goods, unless the Contract provides otherwise.

6.13. The Buyer shall be obliged to examine the Goods as to the compliance with the amount and type specified in the Contract or on invoice as well as to their quality immediately upon receipt of the Goods. As far as possible, the above-described control shall take place in the presence of a representative of Bolarus or carrier, otherwise Bolarus's liability in this respect shall be excluded.

6.14. Bolarus shall not be responsible for defects of the Goods and the damage caused during unloading of the Goods or due to unloading the Goods.

7. Terms of complaints and guaranty

7.1. Bolarus's liability under the guaranty is excluded in its entirety, however, in particularly justified cases, Bolarus may depart from this principle under the conditions it determines.

7.2. Bolarus shall not be liable to the Buyer or any other person, if the Buyer grants another person more extensive rights under the guaranty or warranty than those specified in the GCC.

7.3. Bolarus may grant the warranty to the Buyer under the terms of the separate warranty card and on conditions not better than the warranty conditions provided by the manufacturer of the Good or part of the Good.

8. General conditions of use of the Goods

8.1. The technical documentation and instructions and, in particular, the recommendations relating to the operation and end-use of the Bolarus Goods are given in good faith, taking into account the current state of technical knowledge and Bolarus experience and apply only to the Goods stored and used according to the instructions given by Bolarus.

8.2. The Buyer and other persons shall be obliged to use the Goods in accordance with their intended use and the instructions given by Bolarus.

8.3. If the conditions of use are changed, which may affect the actual conditions of use of the Goods, one must always seek the advice of Bolarus technical assistance prior to the start of the use of the Goods.

8.4. The Buyer and other persons shall be obliged to comply with the requirements and guidelines contained in the current technical documentation and instructions related to the Goods.

8.5. The Buyer's or other persons failure to comply with the provisions of point 8.1-8.4. excludes Bolarus from liability in particular for defects in the Goods and damage caused by the Good, to the fullest extent permitted under applicable law.

9. Responsibility and withdrawal from execution of the contract

- 9.1. If the Goods are not collected for reasons attributable to the Buyer, Bolarus, after setting an additional 14-day period to collect the Goods, may withdraw from the Contract in whole or in part. The above does not prejudice Bolarus powers are specified in point 6.4. of the GCC and points 9.3 and 9.4 below.
- 9.2. The withdrawal right referred to in point 9.1., may be executed by Bolarus within 30 days from expiry of the additional time period for collecting the Goods referred to in the first sentence in point 9.1.
- 9.3. In case of Bolarus withdrawal from the Contract for reasons specified in point 9.1. above, the Buyer shall pay Bolarus penalty in the amount of 50% of the value of the Goods, in regards to which Bolarus withdrew from the Contract, unless the Goods were prepared on special Buyer 's order specified in the Contract (hereinafter: "OEM"), the Buyer shall pay Bolarus a penalty in the amount of 100% of the value of the OEM Goods .At the same time, Bolarus shall be entitled to claim damages exceeding the amount of the contractual penalty reserved.
- 9.4. In the event of a delay in the collection of the Goods by the Buyer, Bolarus shall have the right, irrespective of other powers specified in the GCC or in the Contract, to demand from the Buyer a contractual penalty in the amount of 1% of the uncollected Goods for each day of delay. At the same time Bolarus shall be entitled to claim damages exceeding the amount of the contractual penalty reserved.
- 9.5. Bolarus shall be responsible only for the damages caused by wilful misconduct of Bolarus.
- 9.6. Bolarus responsibility to the Buyer and other persons, due to any reason, shall be limited to an amount equivalent to the value of the defective Goods.
- 9.7. Bolarus shall not be responsible for the use of the Goods that violates the rights of third parties in the field of intellectual property rights.

10. Confidentiality

- 10.1. In respect of the confidential information transferred by Bolarus, the Buyer shall be obliged, throughout the term of the Agreement, as well as after its completion, to keep it confidential and to ensure its protection at the level at least equal to the level of protection of its own confidential information, not lower than justified in the circumstances. Confidential information shall be considered as any information made available to the Buyer by Bolarus and any information obtained by the Buyer in the course of implementation of the Contract, in particular:
 - 10.1.1. Content of the Contract,
 - 10.1.2. Negotiations leading to the conclusion of the Agreement,
 - 10.1.3. Economic, financial, technical and commercial information related to the Bolarus business,

10.1.4. Information related to the know-how of Bolarus,

10.1.5. Information included in the documentation and instructions related to the Goods,

10.1.6. Technical and design-related information on the Goods,

10.2. In particular, the Buyer shall not:

10.2.1. Disclose any confidential information to third parties other than persons authorized by Bolarus to receive such information;

10.2.2. Create any copies of the confidential information received from Bolarus, with the exception of copies necessary for the execution of the Contract;

10.2.3. Use the confidential information obtained for purposes other than which serves the cooperation between the Parties;

10.2.4. In the event of the termination of cooperation with Bolarus, the Buyer shall immediately return all documents and information including the confidential information, not keeping and leaving any copies to third parties, unless the correct use of the Goods requires the Buyer to keep certain documents or information.

10.3. The Buyer may disclose confidential information only after obtaining the prior written consent of Bolarus or if it results from a request of the court or other authority, provided that such the disclosure is mandatory and that Bolarus was allowed to reasonably control the disclosure information prior to the disclosure and afforded the opportunity to submit objections to the disclosure.

10.4. In case of violation of any of the provisions of point 10.1. - 10.3. above, the Buyer shall pay a penalty in the amount of PLN Bolarus a penalty in the amount of PLN 50,000.00 (fifty thousand) for each violation to Bolarus, and Bolarus shall be entitled to claim damages exceeding the amount of the reserved contractual penalty.

11. Other provisions

11.1. The issues of personal data protection are regulated in detail by the privacy policy located at: <https://www.bolarus.com.pl/polityka-prywatnosci.html>

11.2. The Buyer agrees to inform the Buyer about cooperation with Bolarus in any form, in particular in their marketing materials, on the website or in social media.

11.3. The Subject of the Agreements may include works within the meaning of copyright law. Bolarus reserves that under the Agreement it does not transfer to the Buyer any intellectual property rights (in particular copyrights) or grant him any consents or rights (in particular licenses) other than those expressly indicated in the Agreement and those that are strictly necessary to use Goods in accordance with the Contract and their purpose.

12. Final Provisions

- 12.1. The numbers of points referred to in the GCC without further designation correspond to the respective editorial units of the GCC.
- 12.2. The provisions of the GCC apply to all Contracts subject to the wording of point 1.4. of the GCC. It is not permissible for the Buyer to plead ignorance of the GCC after the signature of the Contract or in the form of a relevant statement included in the contents of the contract or below the GCC.
- 12.3. The Buyer agrees to inform Bolarus of any change of address, no later than on the date of such change. Any letter sent to the Buyer's address specified in the order or in the Contract as the forwarding address (or other officially declared address) not timely received by the Buyer or of which the receipt was refused by the Buyer, shall be considered effectively delivered by the date, on which the Buyer was obliged to receive the letter, or on the date, on which the Buyer refused to receive the letter. If necessary, Bolarus will be able to deliver correspondence in another manner. The foregoing shall apply to electronic mail and fax numbers.
- 12.4. If one or more provisions of the GCC is or becomes invalid or unenforceable in whole or in part, this does not affect the validity or enforceability of the remaining provisions. A provision, which is closest to achieving the objective pursued by the GCC, shall apply in place of the invalid or unenforceable provision.
- 12.5. If the impossibility to perform the service by Bolarus was caused by force majeure, the Buyer shall have no claim for damages for non-performance or untimely performance of the Contract. The events known as the force majeure include, among others, disturbances in the functioning of the production facility not caused by Bolarus, limitations caused by government decree, natural disasters, strikes, roadblocks, act of war or states of emergency, etc.
- 12.6. The parties shall endeavour to resolve amicably any dispute arising in connection with the interpretation or implementation of the provisions of the Contract or the GCC. In the event of inability to settle the matter amicably, the court competent for dispute resolution shall be a common court competent for the Bolarus address indicated in point 1.1. The provisions of this point shall not be construed as an arbitration clause.
- 12.7. The GCC and the Contract shall be subject exclusively to Polish law. Matters not covered by the Contract or the GCC shall be governed by the applicable laws.

Bochnia, 10/01/2020.