



STANDARD TERMS AND CONDITIONS OF PURCHASE

Agreement

1.1 These standard terms and conditions of purchase ("T&CS" or "Terms") shall form an integral part of all contracts on deliveries of goods and/or services, as any such contract may be formed by purchase order, to which these Terms are physically or electronically attached to or incorporated by reference, or may be formed in any other way or manner, which indicates the will of TEREZ Performance Polymers Sp. z o.o., Polish limited liability company, having its business seat and principal place of business at 8 Innowacyjna St., 36-060 Głogów Małopolski, Poland, registered in District Court in Rzeszow, Department XII of National Court Register under entry KRS: 0000500044, tax registration: NIP PL5170364962, share capital: PLN 9 395 000,00, ("Buyer"), to procure from the entity to which such purchase order is issued or will statement expressed to ("Supplier"), any goods and/or services, as identified therein, (hereinafter "Order" or "PO"). Supplier and Buyer are each referred to as a "Party" and collectively the "Parties". PO shall include all related documentation. Services are the services and/or all pertaining deliverables to be provided as specified in the PO. Any products, materials or other goods identified in the Order shall be referred to herein as the "Goods" and any services identified on the Order as the "Services".

1.2 If for any reason Supplier fails to return to the Buyer the acknowledgement copy of the Order, any conduct by Supplier that recognizes the existence of a contract pertaining to the subject matter thereof shall constitute unqualified acceptance by Supplier of the Order and all of its terms and conditions. These terms as well as those in the Order, including such incorporated by reference shall constitute the complete and exclusive agreement between the Parties and may be modified only by instrument in writing executed by the authorized representatives of the Parties.

1.3 To the exclusion of any prior written agreement signed by the Parties any and all purchase-sale transaction pertaining to Goods and/or Services acquired by the Buyer shall be governed solely by these Terms unless any other provisions are directly proposed by Supplier in writing, prior to commencement of performance hereunder, delivered to Buyer's procurement/logistic manager and any other person displayed as Buyer's representative in the Order, mutually agreed upon making the reference hereto, reduced to writing and executed by authorized officers of the Parties. If business relationship between the Parties is based on the long-term cooperation agreement or any other frame agreement, than in the event of any conflict or ambiguity with the T&CS, the terms and conditions of such agreement shall prevail.

1.4 Any attempt by Supplier to vary in any degree any of these Terms in Supplier's PO acknowledgement in any manner other than direct negotiations in accordance with the provisions of Section 1.3 above, are hereby rejected. Additional or different terms proposed in accordance with the Section 1.3 above shall operate as rejection of PO, if such variances are in the terms of the Goods and/or Service specification, quantity, price or delivery schedule. Any other Supplier modification or proposals against the Terms shall be deemed as conditional PO acceptance being subject to the general interpretation rule that both the conflicting provisions within the Terms and PO acknowledgement shall not apply. Buyer's timely rejection of such additional or different terms shall however cancel the PO in entirety.

1.5 These Terms shall become binding for Supplier and Buyer upon the earlier of: (i) Supplier's acceptance the PO in writing; (ii) shipment/delivery of Goods/Services by Supplier to Buyer; (iii) any other conduct by Supplier related to the Order that recognizes the existence of a purchase-sale transaction. Prior to release of any payment for Goods and/or Services, Buyer may require Supplier to provide a written PO acknowledgement.

1.6 Subject to the provisions of the Section 1.3 above, these Terms supersede all prior agreements, orders, request for quotations, proposals and any other communication regarding the Goods and/or Services. If Supplier has made an offer with respect to the Goods and/or Services prior to the receipt of PO, Buyer's acceptance of such offer is expressly conditional upon Supplier's assent to the Terms but subject to provisions of the Section 1.3 above. Buyer shall not be deemed to have waived these Terms, if it fails to object to provisions appearing on, incorporated by reference in, or attached to Supplier's quotation or any other sales document.

1.7 Unless otherwise specifically agreed in writing, no conduct under these Terms shall be deemed as an obligation to buy or sell in the future any similar in-kind goods and/or services other than Goods and/or Services currently referred to in the Order. If Supplier deliver Goods and/or Services to Buyer in the future, then-current revision of the Terms shall be applicable for such purchase-sales transactions. Each new revision of T&CS shall appear on Buyer's website – www.terez.pl and will be appropriately referenced to in the Order issued to Supplier Nothing within any request for quotation shall create any obligation for Buyer to pay Supplier any remuneration for the requested information and/or to reimburse Supplier for any costs incurred to prepare quotation solicited. Each Party shall bear its own costs and expenses incurred to enter into purchase-sale transaction for Goods and/or Services.

Price

2.1 The price for Goods and/or Services shall be the price set forth in the Order and it shall remain firm fixed for the period stipulated in the Order, unless clearly set forth otherwise. The prices are stated in the currency indicated in the Order and unless otherwise agreed upon by the Parties in writing payment shall be made in the currency indicated. Unless clearly specified otherwise in the PO, the prices for Goods and/or Services shall include all taxes and levies including any income, sales, use, excise or similar taxes or export/import duties, Supplier is required to pay in connection with the Order, including especially value added tax, if such is applicable. Any tax or other administrative charge upon the acquisition or use of Goods and/or Services including any withholding tax which Buyer is required to pay and collect from Supplier, shall reduce the price to be paid by Buyer to Supplier, unless Supplier furnishes Buyer with a tax exemption certificate acceptable to the appropriate taxing authority.

2.2 The prices are calculated to include insurance and transportation to the delivery address/location as required, pursuant to the Incoterms 2020 delivery mode specified in the Order. The price shall include packing, crating and lashing, however packing materials shall

be returned only, if expressly agreed upon by the Parties in writing. Unless specified otherwise in the Order, Supplier shall not invoice additional charges for expedited shipment, temporary storage, demurrage, or any other logistic or insurance expenses.

Invoicing and payment

3.1 Invoices shall be issued only for Goods delivered and/or Services rendered and shall comply with all requirements set forth in the Order. Supplier shall provide a separate invoice for each Order. Each invoice in addition to the elements required by relevant statutory provisions, shall as a minimum include the Buyer's full Order number and, if applicable, the Supplier's delivery identification number. Invoices shall be sent to the billing address specified by the Buyer in the Order.

3.2 Unless otherwise set forth in the Order, Buyer payments shall be effected by wire transfer to the account indicated in the invoice, within 60 days from the date of receipt of the Goods or completion of Services or date of the receipt by Buyer of correct and proper invoice prepared in accordance with the terms of the Order, whichever is later. No payment by Buyer against any invoice shall represent an acceptance of the conditions and prices stated in such invoice to the extent not in compliance with the Order, nor shall it constitute a waiver of Buyer's rights with regard to delivered Goods and/or Services, including but not limited to Buyer's rights to inspect and reject nonconforming Goods and/or Services.

Forecasting

4.1 Except as provided otherwise in the Order, Supplier shall deliver Goods and/or render Services with such quantities as ordered. If Buyer is offering purchase forecasts for its requirements of Goods and/or Services, such forecasts are estimates only and are provided to assist Supplier in its production planning. Buyer and Supplier shall have no duty to comply with them until forecasted delivery dates become firm delivery dates as set forth or established pursuant to the Order. For any forecasted Goods and/or Services Buyer shall have the right to reschedule, suspend or cancel, at its discretion, any of them at no cost or liability. Forecasts shall not relieve, modify, or otherwise alter Supplier's obligations to meet the required delivery dates or quantity requirements in accordance with the Order.

Delivery

5.1 Unless otherwise clearly indicated in the Order, all Goods shall be delivered DDP Buyer's facility loading dock, with all trade terms dealing with delivery being interpreted using Incoterms 2020. Supplier shall deliver the Goods and/or Services on the delivery date(s) set forth in the Order. Any partial deliveries not previously consented by the Buyer will be accepted at Buyer's sole discretion. If delivery of Goods, and/or Services, is not made on time or completed in quantity other than ordered, Buyer shall have the right, at its option, to cancel the portion delayed or the entire Order, should the partial delivery be of no value to Buyer, based on its sole business judgment. Buyer reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. Buyer will only pick up the Goods delivered to the warehouse within its operating hours. Noncompliance with a delivery date for partial delivery shall be a ground for Buyer to claim the entire purchase-sale transaction as breached with respect to delivery time. Time is of the essence with respect to each PO. Supplier shall without delay inform Buyer of any circumstances that may impair Supplier's ability to meet the required PO delivery date.

5.2 Supplier shall, at its expense, ship by express or air shipment or by the most expeditious way, if the delivery schedule is endangered for reasons on Supplier's side. Supplier shall not include in the price declared value of shipment exceeding standard carrier responsibility. All Goods shipped shall be packed in accordance with Buyer's instructions or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure arrival of Goods to the point of destination in an undamaged condition.

5.3 Notwithstanding prior inspection, payment or physical possession and delivery confirmation of Goods, Buyer shall have the right, within six (6) months after receipt, to reject any Goods, which do not conform to the requirements of the Order, provided such Goods have not been altered and were properly stored by Buyer. Rejected items shall be returned to Supplier, transportation collect, (declared at full value unless otherwise advised by Supplier) for credit or refund and shall not be replaced by Supplier except upon written instruction from Buyer. Buyer's rights under this Section shall be additional to and shall not be deemed to diminish in any way Buyer rights under statutory law and warranty provisions.

5.4 Supplier shall ensure that all substances contained in the Goods have been registered or exempted from registration obligation for the use disclosed by Buyer in accordance with the applicable requirements of EU Council Regulation No. 1907/2006/EC (REACH). Supplier shall provide Buyer with all relevant information in accordance with REACH provisions Title IV - Information in the supply chain. If machines, equipment or tools constitute delivered Goods, they shall meet all applicable safety requirements and shall be CE marked.

Title and risk transfer

6.1 Unless otherwise provided in the Order, risk of loss or damage to the Goods shall pass from Supplier to Buyer upon delivery according to Incoterms 2020. In case of returns, Goods shall be at Supplier's risk once they are loaded on the transportation means in Buyer's facility. Title of the Goods and deliverables of the Services shall pass to Buyer upon delivery at the delivery point specified according to Incoterms 2020 and set forth in the Order. If however, Buyer pays for any specific Goods prior to delivery, title shall pass to Buyer upon payment, unless otherwise set forth in the Order. The title and risk of goods under any rental Service shall remain with Supplier. The title of stored Supplier's Goods under a warehousing or any similar agreement shall remain with Supplier and shall pass to Buyer upon invoicing under purchase-sale transaction once applicable. The risk of loss or damage for such Goods shall transfer as agreed upon the Parties in writing.

Insurance

7.1 At all times during performance under the Order, Supplier is expected to shall carry and maintain in force, at its expense, the insurance coverage in the types and amounts appropriate to cover the risks resulting from or connected with the Order, including without limitation, general commercial liability insurance, contractual liability insurance, liability for products and completed operations insurance, automobile and worker's compensation type



insurance for damages and injuries, including death, either to its employees, subcontractors or others; as well as property damage insurance. Such insurance coverage shall cover risks which may arise in connection with the performance under the Order, whether by Supplier or by its subcontractors or anyone directly or indirectly employed by either of them. Supplier is also expected to maintain the property damage insurance for all Goods up to the moment of delivery to Buyer, excluding however any machines, and equipment supplied to Buyer on loan which shall be insured by Supplier on the basis of all risks policy as long as they remain in Buyer's premises, unless agreed otherwise by the Parties in writing. Upon the request of Buyer, Supplier shall provide Buyer with certificates of insurance evidencing the coverage maintained and keep Buyer informed of any changes. The insurance coverage and amounts specified in any such insurance certificates shall not act as a limitation of any Supplier liability. In case of insuring Services all such policies shall be issued by insurance companies authorized to do business in the jurisdictions where Services are to be performed. In case of any Supplier's insurance policies specifically dedicated to operations on Buyer premises Supplier shall secure the waiver of all rights of recovery or subrogation against Buyer.

Changes

8.1 Buyer shall have the right at any time prior to the delivery date of the Goods and/or Services to make changes in any one or more of the following: (i) method of shipment or packing; (ii) time and/or place of inspection, delivery, or acceptance; (iii) quantity, type and duration of Services. If any such change affects the cost of or time required for performance of the Order, an equitable adjustment shall be made in the price or delivery schedule, or both and the Order shall be modified in writing accordingly. No claims for such adjustment hereunder shall be allowed unless made in writing for a specified amount within thirty (30) days from the date Supplier received notice of a change. Supplier shall proceed diligently with performance of the Orders pending the disposition of any such claim. No change is binding for Buyer unless issued in writing by an authorized representative of Buyer's purchasing organization. If Supplier considers that the conduct or direction of any Buyer's personnel will constitute a change hereunder, Supplier shall immediately notify in writing Buyer's purchasing representative identified in the Order and take no action on the perceived change pending written approval from such representative.

8.2 Supplier shall not make any changes or deviations from the specification of Goods and/or Services, nor change the production location without Buyer's prior written approval. Supplier shall continue to manufacture the Goods on the same machinery with the same processes, technologies, compounds and materials, as those used in the time of release of the Order. The implementation of any changes of, and/or improvements related to, the Goods and/or Services, including compounds, raw materials, supply sources, business processes and/or any other changes that might affect the specifications of Goods and/or Services require the prior written approval of Buyer. Supplier shall inform Buyer in advance of any such changes and shall enable Buyer to control and sample testing the Goods, if requested to do so.

Quality

9.1 Supplier shall establish, monitor, continuously improve and maintain effective quality assurance system and, if requested, shall demonstrate its compliance with such the adopted system to the Buyer, which shall have the right to inspect it upon prior reasonable notice, either itself or through third party.

9.2 On each request, Supplier shall provide Buyer with a complete and accurate quality certificate pertaining to particular batch of Goods. Supplier acknowledges that Buyer will rely on Supplier's quality certificates and intends to introduce Goods directly into its manufacturing processes without further analysis. Supplier shall respond, as reasonably directed, to any Buyer request for corrective action, in all cases where delivered Goods and/or Services do not conform to Order requirements. Such corrective actions include but are not limited to, as may be stipulated by Buyer, suppression actions to minimize further impact, incident investigation, root cause analysis, preventative measures to preclude reoccurrence, and verification of the remedial action's efficiency.

Warranty

10.1 Supplier represents and warrants to Buyer, its successors, assigns and customers that: (i) Goods and/or Services are in conformity with the Order including any specifications, properties and performance characteristics specified, as well as with samples or other description which the Order has had referred to; are transferred with a clear title, free of any claims, liens or encumbrances, by Supplier who has sufficient right, title and interest to transfer the ownership and/or grant any licenses required for their use, if applicable, and that such Goods and/or Services do not infringe any patents, copyrights, trademarks, trade secrets, or any other intellectual property rights, and further, that the Goods of Supplier's manufacture and Services rendered have been completed without any infringement of the proprietary rights of any third parties, (ii) Goods including packaging are of good and merchantable quality and fit for its normal purposes and for such specific purpose as indicated in the Order, (iii) Goods which are equipment, machinery and tools, including their parts, are new, free of defects in materials, workmanship and design and fit for the particular use, (iv) Services are performed in workmanlike manner by qualified personnel using degree of skill and care that is required from a professional entrepreneur acting in line with industry-wide best practices and in accordance with the Order, (v) Goods and/or Services' deliverables are in compliance with applicable statutory requirements and regulations relating to the product and its sale and/or use.

10.2 Supplier agrees, within 36 months after delivery, to correct defects of, or replace any Goods and/or Services not conforming to the warranty promptly, but not later than 14 days after notification of such nonconformity, without expense to Buyer, unless any other term is agreed upon by the Parties in writing. In the event of failure by Supplier to correct defects in, or replace nonconforming Goods and/or correct such nonconforming Services, or credit Buyer's account for the actual price for the same Goods and/or Services within above specified time, Buyer, after notice to Supplier, may in its election and in addition to any rights or remedies it may have at law, have such nonconforming Goods corrected or replaced

and/or such nonconforming Services corrected or reperformed at Supplier's expense. In addition to the costs of repair or replacement, Supplier shall reimburse Buyer for labor and material costs, including overhead reasonably charged by Buyer in connection with removal and/or replacement of nonconforming Goods from next-level manufacture process due to Supplier's failure to provide Goods in conformity to this warranty. If Buyer has waited for replacement or correction of the defective Goods longer than 14 days, the warranty period shall be extended for a period of time, which Buyer has waited until the delivery of the Goods in conformity to the warranty. The foregoing rights of Buyer are not exclusive and shall not be in lieu of any other remedy available to Buyer at law.

Termination

11.1 The Order shall remain in force for the period specified or, if not specified, until completed, unless terminated earlier, in whole or in part. In addition to its other rights hereunder or at law, Buyer shall have a right to terminate by written notification the Order or any part thereof, for Supplier's default, without further cost or liability, if Supplier fails to deliver Goods and/or perform Services in accordance with the Order, or otherwise fails to comply with the Order including failure to make progress so as, the timely and proper delivery of Goods and/or completion or performance of Services is not likely to take place in due time, and Supplier does not remedy such failure within the cure period as may be reasonably specified by the Buyer. Upon notification from Buyer, Supplier shall without delay provide detailed plan to cure its failure, which Buyer may accept at its sole discretion. If such remedy plan is approved by Buyer, Supplier's subsequent failure to comply with such cure plan shall be a ground for immediate PO termination for Supplier's default.

11.2 If the Order is entirely or partially terminated for Supplier's default, Buyer, in addition to its other rights, it may have at law, may procure elsewhere, upon such terms and in such manner, as Buyer may deem appropriate, substitute goods and/or services of same quality to those terminated, and Supplier shall be liable to Buyer for any and all re-procurement costs, including any price difference resulting from substitute goods and/or services prices, that are higher than the prices set forth in the Order.

11.3 Buyer shall be entitled to suspend the performance of the Order in whole or in part or terminate it with immediate effect, without prejudice to its right to claim damages and without any compensation to Supplier, if in any manner Supplier demonstrates its current inability to pay its debts or satisfy its obligations as they become due. Furthermore, if Supplier enters into a transaction that includes a sale of a substantial portion of its assets used for the performance under the Order or if any other transaction would result in a change in control of Supplier, Buyer shall have the right to terminate the Order at no cost or liability to Supplier.

11.4 Termination for default provisions shall not apply to failure by Supplier resulting directly from force majeure event, provided however that in such circumstances Buyer may terminate the Order at no cost or liability to Supplier, after an additional period of time as may be specified by the Buyer. If after a termination for Supplier's default, it will be determined by the court of competent jurisdiction that Supplier was not in default, than the termination shall be deemed a termination for Buyer's convenience, even if wrongfully made. In case of partial termination Supplier shall be responsible for performance of any part of the Order, which is not terminated.

11.5 In the event of termination, Supplier shall without delay at its own expense and regardless of the grounds for termination, disassemble and remove any of its property used and/or stored on the Buyer's premises. Any waste or debris shall be promptly removed and disposed of appropriately by the Supplier at its own expense. If Supplier does not proceed diligently in this regard, Buyer may dispose of any such remains at Supplier's risk and cost.

11.6 If Buyer is prevented from collecting the delivered Goods and/or Services or from execution of any of its other obligations under the Order by any circumstances beyond its control, including but not limited to, natural disasters, strikes, labour disputes, accidents, machinery or equipment breakdowns, acts of sabotage or terrorism, riots, wars, inability to obtain materials, components, fuel or supplies, material or labour shortages and/or significantly increased market costs, barriers in transportation or lack of transportation facilities, pandemic events, or any restrictions or delays imposed directly by, or resulting from, policies of governmental administration or legislation, e.g. laws, regulations, administration orders, judicial actions or by any other circumstances beyond Buyer's reasonable control, either Party shall be allowed to terminate the Order, on written notice to the other, without liability for any damage suffered by other Party as a result of such termination, provided such circumstances remain for a period longer than 90 days.

11.7 Buyer reserves the right to terminate by written notice to Supplier the Order, or any part thereof, or to suspend or reschedule shipment of the Goods and/or performance of Services at any time outside agreed firm delivery window, immediately or with such notice as it solely determines. Right after receipt of such notice, Supplier shall comply with its terms and shall cease all of its procurement, manufacturing and subcontracting activity pertaining to the Order. In the event of termination for reason of Buyer's sole convenience, Supplier shall be entitled to claim reimbursement of costs properly incurred up to the date of cancellation plus usual, reasonable overhead, which Supplier will be able to demonstrate in writing to the satisfaction of Buyer for work done under such cancelled Order. Such costs shall reflect the percentage of work performed so far as well as direct cost of not-merchantable Buyer-specific material procured prior to the cancellation notice according to agreed lead-time and shall not exceed the Order value. To the extent not affected by notice of cancellation or suspension, Supplier shall continue its performance under the Order. If suspension last longer than 6 months it shall be deemed as termination effective upon expiration of such 6-months period.

Administration costs

12.1 In addition to any other rights Buyer may have, in the case of delay in the performance of the Order, Buyer shall have the right to claim a liquidated damages in the amount of 0,25% of the Order value for each day of delay to recover administration effort and expenses incurred to manage late delivery, it however being understood 15% of the price of delayed Goods and/or Services shall be the ceiling limit for such liquidated damages. Buyer reserves



the right to claim compensation exceeding liquidated damages set forth hereinabove.

Proprietary rights

13.1 Information of any kind, irrespective the mode of transfer, including specifications, drawings, designs, manufacturing data, and all other information related to the designs, manufacturing processes, industrial method or techniques, formulas, plans, diagrams, drawings, compilations, patterns, tools, devices or special equipment solutions, any component or material used in connection with the manufacture of, the Goods and/or performance of Services, that are disclosed to Supplier pursuant to the Order and any other information identified as proprietary or confidential, constitute the trade secrets of Buyer and shall be subject to all provisions of appropriate Non-Disclosure Agreement entered by Buyer and Supplier. Such information despite any transfer or disclosure shall remain Buyer's property and shall (i) not be used for any other purpose than performance of the Order or other contract with Buyer, (ii) shall not be disclosed to any other person or entity, than authorized by Buyer and may be provided only to those of Supplier personnel who have a "need-to-know" and are obliged to protect such information, and (iii) shall be protected against disclosure and unauthorized use using the same degree of care as Supplier uses to protect its own proprietary information, but in no event using less than reasonable care under the professional conduct.

13.2 Buyer grants no rights in intellectual property disclosed to Supplier, unless such transfer of rights has been agreed upon separately in dedicated agreement concluded by the Parties. Buyer through disclosure of proprietary information grants no right to manufacture or reproduce the Goods or authorize Supplier or any third party to do so by inference, if such Goods are of special Buyer's design. Such right shall only be granted based on the license in writing expressly indicating Supplier's rights. Supplier shall affix patented, patent pending or proprietary stamps on writings, sound or video recordings, pictorial reproductions, process sheets or other representations whether in electronic or any other form, containing data proprietary to Buyer, as Buyer may reasonably deem necessary to protect or give notice of its rights in items, which have been disclosed pursuant to the Order. Unless otherwise agreed in writing, Supplier shall not have the right to use any Buyer's trademarks or logo. Supplier confirms that unless otherwise expressly agreed upon by the Parties, nothing shall prevent Buyer from offering or re-selling to third parties any Goods or Services acquired under the Order.

Liability

14.1 Neither Party shall be liable to the other for any special, indirect, or consequential damages arising out of, or related to the Order. Notwithstanding any provision hereof, which may be interpreted to the contrary, to the extent allowed by law, Buyer's liability for damages, or under any other cause of action, whether arising under contract, statutory duty or tort, including negligence, whether connected with, or resulting from the Order or not related thereto, shall not exceed the net price payable for the Goods and/or Services set forth in the Order, to which such claim or action is related. Should the claim not be related to any Order than the value of the last Order prior to the claim triggering event shall be applicable for the purpose of Buyer's liability limitation. Under no circumstances shall Supplier be entitled to claim against Buyer for any lost profit, loss of margin or expended capital costs or unabsorbed overhead (except overhead expressly grunted hereunder), any loss of revenue, loss of business, loss of goodwill or reputation, loss of opportunity or production or loss of anticipated savings.

Governing law and venue

15.1 Unless otherwise stipulated in the Order, the place of performance thereunder shall be the point of destination, where the Goods and/or Services are to be used by Buyer, while the transactions covered by the Order, irrespective of the delivery point specified, are the most closely connected with the law of the country where Buyer has its habitual residence – its principal place of business. The validity, construction and interpretation of these Terms and any amendments or modifications thereof, as well as all Orders, and the rights and duties of the Parties, shall be governed by the laws of Poland, but without regard to its choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) to the purchase-sale transactions created in whole or in part by these Terms is hereby specifically disclaimed. Any Order including these Terms shall be interpreted in accordance with the plain English and Polish meaning of its terms, but in the event of ambiguity between language versions English one shall prevail, to the exclusion however of domestic transactions where only Polish language version of the Terms and Order provisions shall be applicable.

15.2 In the event any question, difference or dispute shall arise, the Party claiming its rights hereunder shall give written notice to the other. The Parties agree to exercise best efforts to achieve amicable solution during commercial negotiations, it however shall not be interpreted as agreement for mediation or arbitration. The dispute resolution procedures in question do not supersede, delay or otherwise affect any rights to terminate the Order in accordance with these Terms, nor they limit the rights of any Party to file a petition or institute any other formal proceedings in order to avoid the expiration of any applicable prescription period or to preserve a superior position with respect to other creditors.

15.3 Any disputes arising out of, or in connection with, the Terms, including any claims whatsoever regarding the Order and the performance thereof, its invalidity or ineffectiveness, which will not be resolved by mutual agreement, shall be exclusively referred to competent court having jurisdiction over Buyer's principal place of business. The Parties expressly submit and consent in advance to such jurisdiction. In any action or suit commenced in such court each Party hereby waives any objection or defense, that it may have based upon lack of personal jurisdiction or improper venue. Buyer shall however be entitled to file suit against Supplier at court having jurisdiction over Supplier's place of business, especially when there is a need to obtain a temporary restraining order and/or injunction order to prevent immediate irreparable injury threatening Buyer. Pending a dispute neither Party shall be excused from performing any of its obligations under the Order, except for obligations directly affected by the dispute.

Miscellaneous

16.1 Unless expressly agreed otherwise, all communication in connection with the Order and the Terms shall be in writing and may be delivered to Buyer at the address stated in recitals above, or such other address, as is set forth in public register, or as Buyer may advise in writing.

16.2 The acquisition of any Goods and/or Services does not in any way create the relationship of joint venture or partnership, nor shall alter Buyer's status as an independent contractor. Neither Party shall be regarded as an agent, employee or legal representative of the other.

16.3 These Terms and Orders are binding upon and inure to the benefit of the Parties hereto and the Parties agree they shall also be assignable to the successors and assigns of the entire business and goodwill of either Buyer or Supplier or that part of their business, that is used in the performance under the Order, but will not be otherwise assignable, except that Buyer has the right to assign its rights and obligations hereunder or under the Order to an affiliate. Except as set forth above, nothing in these Terms shall inure to the benefit of, or be deemed to give rise to any rights in any third party.

16.4 Neither the failure of Buyer to exercise any right, power or remedy provided under these Terms or to insist upon compliance with the obligations hereunder, nor any custom or practice of a Parties at variance with the Terms, shall constitute a waiver by Buyer of its right to exercise any such right, power or remedy or to demand such compliance. No statement of Buyer's representatives shall be deemed a concession, latitude or waiver with respect to any rights hereunder, unless expressly stated in writing and undersigned by authorized representatives of Buyer, nor shall it prevent Buyer from enforcing any rights in the future under similar circumstances.

16.5 If any provision of the Terms, in whole or in part, shall for any reason be held by any competent court to be invalid, void or unenforceable, the other provisions hereunder are considered by the Parties as severed and shall remain in full force and effect and bind the Parties to the fullest extent permitted by law. The provisions affected by the deficiencies described above shall be replaced with similar rules, which, as close as possible, based on the mutually agreed intent behind released Order, meet the commercial purpose contemplated thereunder. Remedies of Buyer herein reserved shall be cumulative and do not exclude any remedies available at law.

16.6 Supplier shall not without the prior written consent from Buyer, make any release of information concerning purchase-sale transactions contemplated under any Order or any information related to Buyer, nor use Buyer's name in any advertising or press release.

16.7 Headings contained herein are included for convenience of reference only and are not intended to be a full or accurate description of the content, nor do they alter the meaning or content of any section hereof. When a reference is made to singular it shall also include plural, if context so requires.