

General Terms and Conditions of Order Execution (GTCOE) "Ferox-Energy-Systems" Sp. z o.o.

§ 1

Definitions

1. The terms used in these GTCOE shall have the following meanings:
 - a) **Supplier/Contractor/Subcontractor/Commissioned Party** means: the entity supplying Goods or providing Services;
 - b) **Investor** means: the entity to whom the Ordering Party provides Services or Goods;
 - c) **Subject of the Order** means the subject matter and scope of the Services and/or the supply of Goods as defined in the Order;
 - d) **Goods** means: any items ordered by the Ordering Party from the Supplier in accordance with the quantity, quality and type specifications set out in the Purchase Order;
 - e) **Services** means any work or construction and/or installation jobs, i.e. activities that the Supplier has been contracted to perform under the Purchase Order;
 - f) **Defect** means: any deficiency, defect, damage or workmanship not in accordance with the Contract (including defects of legal nature) concerning any element of the Subject of Order;
 - g) **Ordering Party** means: "Ferox Energy Systems" Sp. z o.o. with its registered office in Katowice (40-155), ul. Konduktorska 33, NIP: 634 20 89 868, REGON: 273532633, KRS: 0000066180;
 - h) **Order** means: a document prepared by the Ordering Party and accepted for execution by the Supplier, as a result of which a legal, contractual relationship is established between the Ordering Party and the Supplier, under the terms of the Order, pursuant to which the Supplier delivers the Goods or provides the Services to the Ordering Party;

§ 2

Conclusion of the Order

1. Deliveries of Goods/Services are made on the basis of a written Order signed by duly authorised persons and sent to the Supplier.
2. Acceptance for execution of the Order should be confirmed in writing within 3 working days of receipt by the Supplier. An order can only be accepted for execution without any remarks. In the absence of confirmation referred to above, the Order shall be deemed to have been accepted for execution without any notice.
3. In the event that, upon receipt of the Order, the Supplier sends the Order confirmation to the Ordering Party, which was subject to changes or inconsistent with the Order, the conduct of such changes shall require a clear, written consent of the Ordering Party under pain of nullity.
4. Together with the Supplier's acceptance of the Order for execution, the Supplier also submits a declaration to the Ordering Party that it is an active VAT payer.

§ 3

Deadlines

1. The deadlines referred to below are the dates for delivery of the Goods to the place indicated and/or for the performance of the Service at the place indicated in the Order.
2. In the event of a risk of non-compliance with the deadline for the delivery of the Goods/Service, the Supplier has an absolute obligation to immediately notify the Ordering Party in writing of

the anticipated period of delay and to indicate the reason for the delay, as well as to take, at its own expense, all necessary measures to prevent the delay.

3. The Ordering Party shall have the right to have the unfulfilled portion of the Order performed by a third party at the Supplier's expense and risk in the event of a delay in the execution of the Order of more than 7 calendar days with respect to the execution date agreed in the Order or for the execution of the relevant part thereof (substitute execution).
4. Irrespective of the entitlement under § 3(3) above and other entitlements under the other provisions of the GTCOE, the Ordering Party reserves the right to withdraw from all or part of the Order not fulfilled on time. The right of withdrawal may be exercised by the Ordering Party within 60 days from the expiry of the last day set by the Ordering Party for the Contractor to perform the Order (withdrawal shall be deemed to be for reasons not attributable to the Ordering Party). The Supplier waives any claims for damages it may have against the Ordering Party for withdrawal from the Order or any part thereof for the reasons referred to in the preceding sentence.
5. The Ordering Party reserves the right to refuse to accept the Goods or to charge the Supplier the relevant storage costs (at the Supplier's risk) in the event of early delivery of the Goods which are the subject of the Order, without prior agreement with the Ordering Party to change the delivery date.
6. In the case of delivery of Goods in returnable packaging, the returnable packaging shall constitute a separate item in the Order and return such packaging to the Supplier within 180 days of delivery of the Goods.

§ 4

Delivery and collection conditions

1. All deliveries of Goods are made at the Supplier's expense and risk in accordance with the Incoterms 2020 DDP formula to the place indicated in the Order. When the Ordered Item is executed without delivery to the construction site (exworks), the Ordered Item is prepared by the Supplier for loading and secured by them for transport, the Supplier shall also be responsible for loading the Ordered Goods onto the vehicle.
2. An order is deemed to have been properly fulfilled when:
 - a) in the case of delivery of the Goods - the assortment, quantity and quality of the Goods delivered are in accordance with the Order;
 - b) in the case of the provision of Services - the Services have been provided in accordance with the Order and have no defects; which shall be confirmed by the Parties by signing an appropriate protocol of acceptance of the subject of the Order.
3. The Ordering Party may refuse to sign the Final Acceptance Protocol of the subject of the Order in particular in the event of:
 - a) any shortcomings, including quantitative shortcomings of the Goods delivered, or any defects in the Goods delivered discovered during acceptance and/or defects;
 - b) failure of the Supplier to deliver with the Goods and/or the Service the quality documentation required by the Order;

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- c) non-conformity of the Goods or the Service provided with the applicable standards and/or legislation and/or technical documentation.
4. In the cases referred to in § 4(3), the Ordering Party has the right to:
 - a) refuse the acceptance of the Goods and/or Service. In such a situation, the Ordering Party shall be entitled to require the Supplier to deliver new Goods free of defects and/or faults or to re-perform the Service or make the relevant repairs within a set period of time;
 - b) withdraw from the Order in whole or in part. In the event of partial withdrawal from the Order, the Ordering Party shall be entitled to all rights arising from the the Order, that it may perform in relation to the part of the Order from which it has not withdrawn. The right of withdrawal from the Order may be exercised by the Ordering Party within 90 days from the date on which one of the following grounds has occurred, referred to in § 4.3 or any other ground entitling to withdrawal.
 5. All costs associated with the exercise of rights, referred to in § 4 section 4 shall be borne by the Supplier (including transport of the rejected delivery and re-transport of the defect-free delivery, repairs and related costs).
 6. The Goods or Services are subject to partial acceptance only if such a possibility has been indicated in the Order. In other cases, only the final acceptance will be executed. All acceptances shall be confirmed by an acceptance protocol (Final Acceptance Protocol or Partial Acceptance Protocol) drawn up in accordance with the model in force at the Ordering Party, signed by the Ordering Party's representative indicated in the Order .

§ 5

Remuneration

1. The Remuneration indicated in the Order shall be a lump sum and shall include all costs necessary to be incurred, including those not expressly mentioned in the Order but necessary for the proper performance of the Subject of the Order. The Remuneration shall include all risks and the Contractor's entire responsibility for correctly estimating all costs related to the execution of the Subject of the Order. The Supplier will not be able to rely on omissions or an error in the need for using materials or carrying out certain works to obtain a change of the Remuneration. The Ordering Party allows the Order or part of the Order to be submitted on the basis of lump-sum unit prices.
2. The remuneration indicated in the Order is a net remuneration to which VAT will be added to the extent of and rate in accordance with current legislation.
3. Payments related to the execution of the Order shall be made by bank transfer to the Supplier's bank account indicated in the invoice, within 30 days of the date on which the invoice is received by the Ordering Party, together with the relevant Acceptance Protocol signed by the Ordering Party without comments, and the other documents referred to in the Purchase Order.
4. The VAT invoice must be issued correctly, in accordance with the regulations in force in Poland, once the basis for invoicing has actually been established. The Ordering Party only allows partial invoicing if this is expressly provided for in the Contract.

5. The basis for the invoice will be the Final Acceptance Protocol or the Partial Acceptance Protocol signed without reservations by authorised persons in each case, or alternatively, if it results directly from the Order: delivery note of the GM, Handover Record or other protocol expressly stated in the Order.
6. The Supplier shall deliver the VAT invoice to efaktury@ferox.pl, together with the relevant Acceptance Protocol signed by the Ordering Party without any comments, and additional documents, if any are required by the Order, constituting the basis for its issuance, to the address indicated in the Order, within 7 days of its issue. The Ordering Party allows electronic invoicing provided that a declaration to this effect is made on the template sent by the Ordering Party.
7. The Supplier's bank account indicated in the VAT invoice must be the account on the list referred to in Article 96b of the Value Added Tax Act of 11 March 2004. If a different account is indicated, the Ordering Party shall be entitled to withhold payment until clarification by the Supplier, and the Supplier shall not be entitled to claim any interest on this account and to repair any damage.

§ 6

Warranties and guarantees

1. The Supplier, by accepting the Order for execution, declares that:
 - 1) they have the appropriate technology and the necessary experience to fulfil the Subject of the Order and the professional qualifications required by the regulations currently in force for its execution and that they will fulfil the Order in accordance with the principles of contemporary technical knowledge, the requirements of the technical and construction regulations and the standards required by the Order and other regulations applicable to the Goods and/or Services;
 - 2) they ensure the proper quality of the Goods and/or Services;
 - 3) all Goods and/or Services shall be free from any defects and/or faults and claims by third parties.
2. The Supplier provides a quality guarantee for the Goods/Service supplied and a warranty for defects, for the period indicated in the Purchase Order.
3. Notifications of Defects will be made by a telephone call and confirmed by email. The parties shall provide each other with a list of persons authorised to report/accept defects.
4. The Supplier shall, in the event of discovery of a defect and/or fault in the Subject of the Order, immediately, not later than within 2 days or, if necessary, within the period indicated by the Ordering Party, proceed to rectify the reported defect and/or fault and to repair such defect and/or fault within the period indicated by the Ordering Party at their own expense.
5. The maximum period for the rectification of Defects within the guarantee period shall be each time determined by the Parties or, if such determination is not possible - indicated by the Ordering Party, after analysing the Supplier's proposal, taking into account the necessary workload and the availability of parts necessary for the rectification of the Defect.
6. If defects and/or faults are not rectified or a delay has occurred in rectifying them in relation to the set deadline or in the event of

improper rectification by the Supplier, the Ordering Party shall be entitled, to:

- a) remove the defects and/or faults himself or have them removed by a third party, without the permission of the court and at the Supplier's expense and risk, while retaining all rights under the Supplier's guarantee and warranty (substitute performance); or
 - b) withdraw from the Order in whole or in part. In the event of partial withdrawal from the Order, the Ordering Party shall be entitled to all rights arising from the the Order, that it may perform in relation to the part of the Order from which it has not withdrawn. The Ordering Party may exercise their right to withdraw from the Order within 30 days from the date on which one of the prerequisites referred to at the beginning of this provision is fulfilled (withdrawal shall be deemed to be for reasons not attributable to the Ordering Party).
7. In the event of an order in the form of a substitute removal of defects and/or faults in the Order Item, the Ordering Party shall be entitled to charge the Supplier with an additional amount equivalent to 5% of the value of the Order Item submitted to the substitute contractor.
8. Substitute performance does not relieve the Supplier of his obligations and liabilities (including those under the guarantee of quality or warranty).
9. Irrespective of the rights under the guarantee, the Ordering Party shall also be entitled to warranty rights. The warranty period is equal to the corresponding guarantee period. The Ordering Party may exercise their rights under the warranty independently of their rights under the guarantee.
10. The guarantee and/or warranty period shall be extended by the time it took to rectify the defect and/or fault. In the event of substantial repairs being made to the Ordered Goods, once the repairs have been made, the period of guarantee and warranty granted shall run from the beginning, from the moment the defect and/or fault has been rectified.

§ 7

Contractual penalties and liability

1. The Ordering Party shall be entitled to charge the following contractual penalties to the Supplier:
 - a) for failure to meet any of the deadlines indicated in the Order - a contractual penalty equal to 0.5% of the Order value for each day of delay;
 - b) for failure to comply with the deadline to rectify the reported defect and/or fault, - a contractual penalty in an amount equal to 0.3% of the Order value for each day of delay;
 - c) for Polish Occupational Safety and Health (BHP) reasons, a contractual penalty equal to the penalty imposed on the Ordering Party by the Investor, provided that the penalty imposed on the Ordering Party is due to the Supplier's negligence;
 - d) for failure to meet the deadline set for rectification of a defect and/or a defect - a contractual penalty equal to 0.3% of the Order value for each day of delay;

- e) in the event of withdrawal from the Order by the Ordering Party for reasons attributable to the Supplier - a contractual penalty equal to 20% of the Order value;
 - f) in the event of withdrawal from the Order by the Supplier for reasons not attributable to the Ordering Party - a contractual penalty amounting to 20% of the Order value;
 - g) for employment, including on the basis of a civil law contract, of employees of the Ordering Party during the period of execution of the Subject of the Order, as well as within 2 years from the date of completion of the subject matter of the Order - a contractual penalty of PLN 50,000 for each case of breach.
2. Total amount of contractual penalties from all titles, referred to in this paragraph of the GTCOE, may not exceed 40% of the Net Remuneration. In connection with the accepted limit of penalties, the Supplier, accepting the Order for execution, confirms that this value is reasonable, taking into account the scale and complexity of the Investment Task, as well as its value and importance for the Ordering Party and the Investor, acknowledging that the reserved contractual penalties are not only compensatory, but also preventive in nature.
3. Contractual penalties will be payable on the basis of a debit note issued by the Ordering Party, within 7 days of its delivery to the Supplier obligated to pay the contractual penalty.
4. Payment of the contractual penalty shall not relieve the Supplier of its obligation to complete the work that is the Subject of the Order.
5. Contractual penalties are independent and due in full, even in cases where more than one penalty is charged due to one event.
6. In the event of withdrawal from the Order, the Purchasing Party's right to charge contractual penalties shall remain in force for events occurring prior to the date of withdrawal. Irrespective of the withdrawal from the Order, in each case of withdrawal, the effects of the withdrawal shall not extend to claims by the Ordering Party for contractual penalties arising up to the date of withdrawal, even if such claims have not been submitted.
7. Any limitation of liability shall not apply in respect of:
 - a) damages caused intentionally and through gross negligence;
 - b) damages resulting from legal defects in the works delivered or its individual parts, and in particular claims by third parties due to infringement of their intellectual property rights as a result of the use of the works or its individual parts;
 - c) damages related to a breach of confidentiality.
8. The contractual penalty may be settled by its deduction by the Ordering Party from the Supplier's claim against the Ordering Party, which does not require the Supplier's separate consent, or by deduction from the performance security.
9. The Ordering Party shall be entitled to claim damages in excess of the stipulated contractual penalties on general terms. The contractual penalty shall be payable irrespective of the amount of damage suffered by the Ordering Party and irrespective of the fact of its occurrence.

§ 8

Withdrawal from the Order

1. In addition to the right of withdrawal from the Order resulting from mandatory legal provisions and those directly provided for in the

other provisions of the GTCOE, the Ordering Party shall be entitled to withdraw from the Order in the event that:

- a) The Supplier has failed to commence execution of the Order without justifiable reasons or has interrupted the execution and does not continue the execution despite the Ordering Party's request in writing;
 - b) The Supplier improperly fulfils the Subject of the Order, including carrying out the works in a manner inconsistent with the Order or relevant provisions of law, decisions, principles of engineering/construction practice or applicable standards, and despite being requested by the Ordering Party, has not remedied the deficiencies in question within the set time limit;
 - c) The Supplier is in delay with respect to any deadline under the Order, and the period of delay exceeds 7 calendar days.
2. The right of withdrawal from the Order may be exercised by the Ordering Party within 90 days from the date on which one of the above premises occurs.
 3. Withdrawal for the reasons referred to in paragraph 1 above shall be deemed to be done for reasons not attributable to the Ordering Party.

§ 9 **Security**

1. The Supplier shall be obliged to provide the Ordering Party with a security for the proper execution of the Order and for the removal of defects and faults in the Subject of the Order (Security). The parties agree, that the security for proper execution of the Order is intended to cover claims for not fulfilling or improperly fulfilling the Subject of the Order and claims under the guarantee and warranty.
2. The security for properly fulfilling and agreement is 10% of the gross remuneration and the security for warranty and guarantee claims is 5% of the gross remuneration.
3. The Guarantee period shall commence from positive final acceptance of the Subject of the Order "without reservation".
4. The Contractor shall provide a Security in one of several forms:
 - a) money,
 - b) bank guarantee,
 - c) insurance guarantee,
 - d) in another form agreed with the Ordering Party.
5. Content of a bank or insurance guarantee and the issuing institution in each case must be agreed with and approved by the Ordering Party prior to its issue.
6. The Supplier shall be obliged to provide Security within 10 days of acceptance of the Order.
7. The security provided in money must be paid into the Ordering Party's bank account or alternatively will be deducted from the Contractor's invoice. Security provided in money is returned to the Contractor in value without interest. Prior to the scheduled return of the Security, the Contractor shall indicate in writing the number of the bank account to which the Ordering Party should make the return.
8. The security in the form of a Bank or Insurance Guarantee shall be an irrevocable and unconditional guarantee payable without objection on first demand in writing, drawn up in the Polish

language and issued by a Bank or Insurer established in Poland or abroad but having a branch in Poland with a validity period of up to 30 days. after the end of the execution period of the Subject of the Order (for the Order execution Security) and the expiry of 30 days after the end of the longest of the guarantee and defect warranty periods (for the defects and faults removal Security). The guarantee shall not, in its content, make payment subject in particular to the execution of any additional conditions.

9. The competent court shall have jurisdiction to settle disputes for the registered office of the Ordering Party.
10. In the event of an extension of the execution period of the works and/or also an extension of the warranty period and an extension of the deadline for rectification of defects and faults, the Contractor shall, at his own expense, extend the Security, analogously by a period covering the time of extension. The Contractor shall deliver the new Security to the Ordering Party no later than 10 (ten) days after the date of the change of the completion date.
11. The Contractor shall provide the Ordering Party with new Security no later than 10 (ten) days before the expiry of the existing Security.
12. In the event of an increase in the value of the Order, the Contractor shall, at their own expense, increase the Security, analogously by the value of the increase. The Contractor shall deliver the new Security to the Ordering Party no later than 10 (ten) days after the date of the increase in the Remuneration.

§ 10 **Insurance**

1. The Supplier shall maintain in force for at least the term of being obligated by the Order and ensure continuity of liability insurance (OC), where the type of activity covered is consistent with the scope of work performed under the Order.
2. The sum assured in the Supplier's liability insurance policy will be specified in the Order.
3. Coverage must include civil liability in tort (tortious liability) and civil liability for damage resulting from the non-performance or improper performance of an obligation (contractual liability), as well as civil liability for personal injury and damage to property caused by the manufactured/delivered product or the provided service. Property damage and personal injury to third parties will also be covered.
4. A copy of the insurance policy shall be provided by the Supplier to the Ordering Party within 15 days of acceptance of the Order for execution, and within 15 days of the date of any change (update) to the insurance policy.
5. The content of the insurance policy's guarantee and the issuing institution must in each case be agreed with the Ordering Party and accepted by the Ordering Party in writing.

§ 11 **Personal data**

1. Each Party declares that it is the administrator, within the meaning of Article 4(1)(b). 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive

95/46/EC (Official Journal of the European Union L No. 119, p. 1) (hereinafter "GDPR") of personal data of persons indicated in the Order, as persons representing the Party, contact persons or persons responsible for the implementation of individual tasks under the Order, specified below and undertakes to make them available to the other Party to the following extent: (i) full name, (ii) email address, (iii) telephone number.

2. The Ordering Party complies with the information obligation referred to in Article 13(1)-(2) of the RODO act, based on the information clause annexed to the Order.
3. Each Party shall process the data of the persons referred to in Section 1 for the purposes of their legitimate interests including the execution of the Order, the determination, investigation or defence of legal claims arising out of or in connection with the Order.
4. Each Party undertakes to process the Data in accordance with the Order, the GDPR and other generally applicable laws.
5. Each Party undertakes to fulfil, on behalf of the other Party, an information obligation towards the persons it designates, as referred to in paragraph 1, including informing them of sharing their data with the other Party to the extent and for the purposes described above, in particular indicating the information required under Articles 13 and 14 of the GDPR. The Party that fulfils an information obligation on behalf of the other Party shall not be responsible for the scope or content of that information obligation.

§ 12

Anti-corruption clause

1. The conclusion of the Order is at the same time a declaration by the Parties that they will counteract all corrupt and other abusive practices by identifying and preventing the emergence of phenomena bearing the hallmarks of corruption.
2. The Parties declare that they have not been involved in any agreements or arrangements with other entities to influence the conclusion of this Order.
3. The Supplier declares that he has not offered, given or accepted any benefits of any kind, whether financial or personal, in order to influence the decision of the Ordering Party to choose their bid. In addition, the Supplier also declares that they have not taken any action contrary to the law or good morals.

§ 13

Assignment of receivables

1. The Supplier may not assign claims under the Purchase Order to third parties without the written consent of the Ordering Party.
2. The Supplier irrevocably agrees that the Ordering Party may transfer all or part of the Ordering Party's rights under the Purchase Order or the Ordering Party's obligations under the Purchase Order to any affiliated entity in terms of capital and/or personal connections as well as to any financing entity of the Ordering Party.

§ 14

Copyright

1. If, in connection with the execution of the Orders, the Contractor creates a work covered by copyright legislation (hereinafter referred to as the "Work"), the Contractor shall, as part of the Contractor's remuneration, transfer to the Ordering Party, upon the

release of the Work, all copyright and related rights to any Works created as part of the Order, together with the exclusive right to exercise and authorise the exercise of dependent copyright.

2. The Contractor represents and warrants that they shall be entitled to full economic copyright in the Works created in the performance of the Orders. By "Works", the Parties understand, in particular, technical documentation, final deliverables, reports, information, analyses, scripts, opinions and assessments that constitute a work within the meaning of the applicable copyright laws, received by the Ordering Party, as well as, in the event of termination or withdrawal from the Order, those transferred to the Ordering Party by the date of termination of the Order or submission of a notice of withdrawal from the Order. However, manufacturing technologies of the Order in question do not constitute a work.
3. The Contractor represents and warrants that the Work shall not infringe any copyright, moral rights or any other rights of third parties and that their copyright in the Work shall not be restricted within the scope of the Order.
4. The Contractor shall be fully liable for damages resulting from the ineffective or defective acquisition of rights to the Work from third parties or from the acquisition of rights to the Work encumbered by rights of third parties, as well as from the ineffective or defective transfer of rights to the Ordering Party. If any defects, encumbrances or claims by third parties become apparent, the Contractor shall be obligated to indemnify the Ordering Party against all related third-party claims, compensate the Ordering Party for any damage caused to the Ordering Party due to such defects, encumbrances or claims and, furthermore, if requested by the Ordering Party, make a public statement to this effect.
5. The transfer of copyright and related rights shall take place to the fullest extent permitted by the Act on Copyright and Related Rights, in all fields of exploitation known on the date of acceptance of the Order for execution, in particular:
 - a) fixation by any technique, including but not limited to printing, on photographic material, on magnetic tape, on a floppy disk, in digital form;
 - b) reproduction by any technique, including but not limited to printing on photographic material, on magnetic tape, on floppy disk, in digital form;
 - c) making available on the market;
 - d) input into computer memory and into a computer and/or multimedia network;
 - e) making the work available to the public in such a way that anyone may access it from a place and at a time individually chosen by them (including via the Internet);
 - f) providing its content to other entities;
 - g) broadcasting by means of wired and/or wireless vision and/or sound via a terrestrial station;
 - h) broadcasting via satellite;
 - i) simultaneous and complete broadcasting (retransmission) of the Work.
6. The transfer of copyright shall not be limited in terms of time or territory.
7. The Contractor authorises the Ordering Party to use the Work in its entirety as well as in any fragments for the purpose of promotion or advertising (within the scope of the fields of exploitation specified

- above, in the form of posters, photographs, radio or television commercials and online advertisements).
8. The Ordering Party shall be entitled to use and dispose of fragments of the said Work within the scope of the fields of exploitation specified above.
 9. The Contractor authorises the Ordering Party to exercise the author's moral rights to the Work on behalf of the author, and in particular to:
 - a) deciding on the integrity of the content and form,
 - b) deciding on the supervision of the manner of use of the Works.
 10. Upon delivery of the Work, the Contractor transfers to the Ordering Party, as part of the Contractor's remuneration, the ownership of the copies (tangible media) on which the Work has been fixed.
 11. The Ordering Party may distribute and publish materials or issue statements related to the Work without indicating the authors of the Work in such materials and statements.
 12. The Parties unanimously declare that, in the event that an entity for which the Ordering Party performs work requires additional fields of exploitation or different rules regarding Copyright, the Contractor shall transfer the rights in accordance with the requirements of that Entity. In such a case, the Copyright clause shall constitute an Appendix to the Order.
- § 15**
- Final Provisions**
1. These General Terms and Conditions of Order Execution (GTCOE) form an integral part of the Orders placed with Suppliers by "Ferox - Energy - Systems" Sp. z o.o..
 2. Pursuant to the Article 4c of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions, the Ordering Party declares that it does not have the status of a large entrepreneur within the meaning of the aforementioned Act.
 3. In the event of a legal dispute with the Investor, the Supplier shall be obliged to actively support the Ordering Party in matters related to the execution of the Subject of the Order.
 4. The legal relationship established on the basis of the Order shall be governed by and interpreted in accordance with Polish law.
 5. Any disputes arising from the provisions of the Order shall be settled by the common court having jurisdiction over the registered office of the Ordering Party.
 6. The Ordering Party shall be entitled to monitor the status of the Order's execution at any stage of its duration in order to verify the proper execution of the Subject of the Order. Inspections may be carried out at the Supplier's offices and facilities, or at those of Supplier's subcontractors or sub-suppliers, or at any other location where any part of the Order is being executed, to which the Supplier hereby agrees. In the event that an inspection needs to be carried out at the premises of the Supplier's subcontractor or sub-supplier, the Supplier undertakes to obtain the appropriate consent from such entity prior to entering into an agreement with it.
 7. In matters related to the Order, the Supplier shall only be authorized to contact the persons indicated in the Order.
 8. The Parties undertake to keep confidential all information they have learned during their cooperation, both during the period of their mutual business relationship and for 10 years thereafter.
 9. In the event of any discrepancy between the contents of the Order and these GTCS, the terms and conditions stated in the Order shall prevail. The invalidity of any provision of the Order and/or the GTCOE shall not render the Order and/or the GTCOE invalid for their remaining parts. In such a case, the Ordering Party shall replace the invalid provisions with new ones by written statement, which shall reflect the original intentions of the Ordering Party.