
Certified translation from Polish

GENERAL TERMS AND CONDITIONS OF BUSINESS
of 10.09.2018

§ 1

/Area of Application/

- 1.1. These General Terms and Conditions of Business (hereinafter referred to as "GTCB") shall apply to all agreements concluded by GRAWER with the Ordering Party having as its object a delivery within the meaning of GTCB and shall form an integral part of these agreements.
- 1.2. A delivery agreement may be concluded on terms and conditions other than those laid down in these GTCB, however, any arrangements derogating from GTCB, in order to be valid, shall require a written form.
- 1.3. Any provisions defining the situation of the parties differently than it is done based on these GTCB shall be deemed null and void, including as a result of the acceptance of an offer with reservations, with additional provisions or in response to an offer.
- 1.4. GRAWER may agree to accept an offer with reservations or taking into account additional provisions defining the situation of the parties differently than in GTCB. This consent must be explicit and made in writing, under pain of nullity.
- 1.5. In business relations between GRAWER and the Ordering Party, GTCB shall be of an exclusive nature both with regard to offers and arrangements for offers.
- 1.6. At the time of granting order to GRAWER, the Ordering Party shall accept GTCB. It is sufficient that the Ordering Party expresses its consent to GTCB with one order, so that deliveries in the following period may be executed based on GTCB (it is not necessary to give a separate consent for each order).

§ 2

/Definitions/

For the purposes of these GTCB, the following definitions shall apply:

- 2.1. GRAWER - Andrzej Włoch, running a business under the name of Andrzej Włoch Grawer Polska

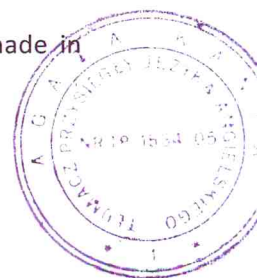


- with its registered office in Poznań, Tax Identification Number: 7821018298,
- 2.2. Ordering Party - the other party to the agreement concluded with GRAWER,
- 2.3. Party - GRAWER or the Ordering Party,
- 2.4. Agreement - any legal action with delivery as its object between GRAWER and the Ordering Party based on these GTCB,
- 2.5. Delivery / Order – the subject matter of the agreement between the parties,
- 2.6. Price - the price specified in the agreement between the parties, as approved by GRAWER,
- 2.7. GTCB - these General Terms and Conditions,
- 2.8. Force Majeure - events and actions independent of GRAWER, impossible to foresee and prevent by GRAWER, beyond the control of GRAWER, including events and situations caused by actions and/or omissions of the persons with whose assistance GRAWER performs the relevant agreement (e.g. subcontractors) and to whom the delivery that affects the performance of the Agreement has been entrusted. For instance, transport disruptions; strikes; road traffic bans; failures resulting from the plant destruction; failures of necessary machines; epidemics or pandemics causing staff shortages; events and activities of attributable to GRAWER's subcontractors or couriers.
- 2.9. Confidential Information - any information, materials and data, in particular of economic, commercial, technological, technical and organizational nature, directly or indirectly referring to any Party, not revealed to the public, the disclosure of which compromises or could compromise the interests of the Party to whom the above information, materials and data refer.

§ 3

/Conclusion of an Agreement/

- 3.1. An agreement shall be concluded exclusively on the basis of:
- 1) acceptance of GRAWER's offer by the Ordering Party without reservations,
 - 2) acceptance of the Ordering Party's order by GRAWER, confirmed by GRAWER's declaration of acceptance of an order for execution under certain conditions, submitted to the Ordering Party in documentary form under pain of nullity,
 - 3) signature of an agreement by the parties in a written form, following prior negotiations,
 - 4) commencement of the order execution by GRAWER with no objections on the part of the Ordering Party.
- 3.2. All changes, additions and updates of the agreement in order to be valid must be made in writing.

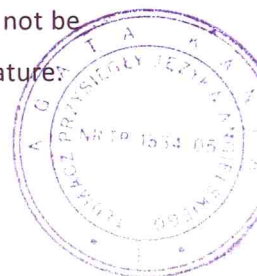


- 3.3. All data and information, such as drawings, illustrations, weight and dimensional data or any and all of those attached in catalogues, prospectuses, offers, etc., and moreover, information showing suitability for a specific purpose with particular reference to performance information shall be binding only to the extent indicated as such.
- 3.4. The information and data on the basis of which GRAWER implements the object of the agreement shall not constitute a quality guarantee in the understanding of generally applicable laws.
- 3.5. In the performance of the agreement, GRAWER shall take into account exclusively the data and information referring to the object of the agreement and used for its implementation provided to GRAWER by the Ordering Party in any form. GRAWER shall treat such information and data (statements of will or knowledge) as true and shall not verify them. Thus, GRAWER shall be released from liability for any possible damage caused as a result of submitting declarations by the Ordering Party that are in conflict with the state of facts, as well as due to non-performance or improper performance of the agreement.

§ 4

/Obligation to Protect the Rights of GRAWER/

- 4.1. All project documentation provided by GRAWER in the performance of the relevant agreement to the Ordering Party, including visualisations, drawings and letters, shall be protected by copyright. This documentation cannot be made available to any third parties. GRAWER shall have the right to demand the return of the provided documentation, and the Ordering Party shall be then obliged to immediately return it.
- 4.2. Designs, visualisations and tools made by GRAWER in the course of performance of the agreement or made available to the Ordering Party shall be owned by GRAWER.
- 4.3. The items referred to in paragraph 4.2 together with the documentation referred to in paragraph 4.1 shall constitute the trade secret of GRAWER.
- 4.4. The Ordering Party hereby undertakes not to reproduce, use or disclose to third parties any commercial information provided to it by GRAWER, in particular for any purpose other than related to the performance of the Agreement.
- 4.5. At the request of GRAWER, the Ordering Party undertakes to return, any and all documents and items which came into its possession during the performance of the agreement, including copies, if any. The Ordering Party shall be obliged to immediately return the said documents and items in case the order is not executed. In the above scope, the Ordering Party shall not be entitled to the right of retention, unless law provisions in this respect are mandatory in nature.



§ 5

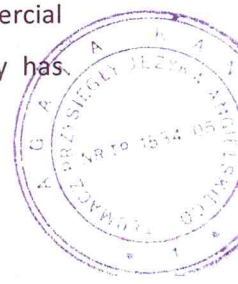
/Price Rules/

- 5.1. In the absence of an effective price determination in writing, the prices indicated in GRAWER's offer or in the order confirmation submitted by GRAWER shall be binding on the Parties. In the case an agreement is concluded in a different way, including in accordance with paragraph 3.1. (3) and (4) of these GTCB, the prices from the current GRAWER price list (as at the date of concluding the agreement in question) shall be binding. To the prices determined in accordance with the above rules, VAT in accordance with the rate applicable on the date of invoice shall be added.
- 5.2. Unless otherwise agreed, it is assumed that GRAWER prices are exclusive of VAT, packing and shipment costs as well as the costs of oversized shipments and shipment insurance; all prices are ex-works based (DAP Incoterms 2010). The prices include only the services listed in the respective agreement, whereas all other services are additionally payable.
- 5.3. With respect to the Ordering Party, GRAWER shall be responsible for the proper and secure delivery of the goods in accordance with the rules set out in § 10 of these GTCB. The cost of packaging shall be borne by the Ordering Party.
- 5.4. In the event of difficulties appearing during the execution of the order that have been unforeseeable at the time of entering into the agreement allowing, however, to preserve the parameters, specifications provided by the Ordering Party and allowing to preserve the reproduction and compliance with the file, GRAWER shall be entitled - after prior notice to the Ordering Party - to increase the price. GRAWER shall also have the right to withdraw from the order in case no new price arrangements are made between the Parties at the appropriate time.
- 5.5. The regulation contained in paragraph 4 shall also apply to the benefit of the Ordering Party, if during the execution of the order it turns out that its costs will be lower than originally expected.

§ 6

/Time Limit for the Fulfilment of Obligations/

- 6.1. GRAWER shall be obliged to fulfil the obligations within the time limit, provided that all important issues regarding the execution of the agreement, including technical and commercial issues have been clarified between the parties and provided that the Ordering Party has



performed any and all its collaboration obligations referring to the execution of the respective order by GRAWER.

6.2. In the event, the Ordering Party fails to properly perform its obligations under the agreement of the parties, the delivery period shall be extended by the period of delay of the Ordering Party in the performance of its obligations and the repercussions of the delay. The above applies in particular to the situation when the Ordering Party is in delay with:

- Providing GRAWER with designs, patterns, products or technical information with the support of which the delivery item is to be made or processed,
- providing accessories or materials to perform the delivery item,
- payment of a fixed down payment or installment.

6.3. In case the execution, shipment or performance of a delivery item is temporarily prevented or delayed due to reasons attributable to the Ordering Party, the time of execution or delivery shall be extended according to the duration of difficulties, taking into account the time needed to prepare for the resumption of GRAWER's activities. Due to the above-mentioned reasons, the Ordering Party may not bring claims against GRAWER requiring performance of the agreement or any other claims due to delay.

6.4. The delivery period shall be extended by a suitable term in the case of further additions or changes to the order by the Ordering Party.

6.5. In the event the execution, shipment or performance of a delivery item is delayed for reasons set out in paragraph 6.3 or at the request of the Ordering Party, GRAWER shall charge the Ordering Party with the costs incurred for this reason, which the Ordering Party shall immediately pay.

§ 7

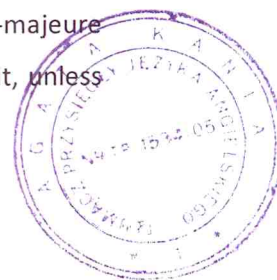
/Force Majeure/

7.1. In case force majeure prevents or hinders GRAWER from performing the agreement in question, then the delivery date shall be extended by the duration of force majeure and its consequences.

7.2. The regulation of paragraph 7.1 shall also apply in cases when force majeure takes place during an existing delay.

7.3. The regulation of paragraph 7.1 shall also apply in cases when circumstances considered as force majeure occur in respect to persons with whom GRAWER performs the agreement in question, including subcontractors, couriers, etc.

7.4. GRAWER shall inform the Ordering Party without undue delay of the existence of force-majeure circumstances that hinder the performance of the agreement or temporarily prevent it, unless



- the Ordering Party already has knowledge of the occurrence of force majeure.
- 7.5. In the event of occurrence of force majeure, GRAWER shall have the right to withdraw from the agreement for any reason, without bearing any liability.
- 7.6. In the event of occurrence of force majeure and no withdrawal from the agreement by GRAWER, GRAWER shall set a delivery date appropriate to the circumstances.
- 7.7. In the event of occurrence of force majeure, the Ordering Party shall not be entitled to bring a claim requiring execution of the respective agreement or compensation for any kind of damage.
- 7.8. In case the execution, shipment or performance of a delivery item is prevented or delayed due to reasons beyond the control of GRAWER, the time of execution or delivery shall be accordingly extended for the duration of impediments and for the time needed to prepare the resumption of operation. The above excludes claims of the Ordering Party requiring performance of the agreement or any other claims in respect of such delay.

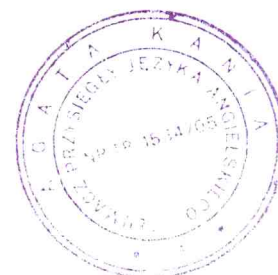
§ 8

/Delay/

- 8.1. A delay in the dispatch or performance of the Agreement is counted from the time GRAWER is summoned by the Ordering Party including the setting of a respective date of dispatch or performance. In the event of ineffective expiry of the deadline so designated by the Ordering Party, the Ordering Party shall have the right to withdraw from the agreement after 21 days from the date of expiry of the above-mentioned deadline. After the lapse of 21 days, the Ordering Party shall be obliged to collect the delivery item, unless a declaration of withdrawal from the agreement has been sent prior to the dispatch of the delivery item or information on readiness for dispatch.
- 8.2. In the event GRAWER is in default with delivery execution, the Ordering Party will be entitled to charge a contractual penalty for delay of 0.5% of the price of delayed delivery for each day of delay over 5 business days, but not more than a total of 10% of the price.
- 8.3. The contractual penalty referred to in paragraph 8.2 is the upper limit of liability of GRAWER and the only legal remedy available to the Ordering Party sanctioning GRAWER in the event of delay. The Ordering Party shall not be entitled to claim compensation on general terms exceeding the above contractual penalty.

§ 9

/Delivery, Transfer of Risks/



- 9.1. The risk of accidental loss or damage of the delivery shall pass onto the Ordering Party upon the release of the delivery item to the Ordering Party.
- 9.2. At the time of acceptance of the delivery item, the Ordering Party shall be obliged to check the shipment in particular with respect to any damage, quantity shortages or loss of the delivery item or its components.
- 9.3. In the event the Ordering Party notices any damage or shortages in the delivery item, it shall be obliged to write a report in the presence of the courier, including the irregularities noted. The Ordering Party shall be obliged to send a scan of the report via e-mail to GRAWER within 24 hours.
- 9.4. In the absence of fulfilment of the obligations of the Ordering Party specified in paragraph 9.2 and paragraph 9.3, it shall be assumed that the delivery item has been delivered to the Ordering Party in the state consistent with the Agreement without any damage or quantity shortages.

§ 10

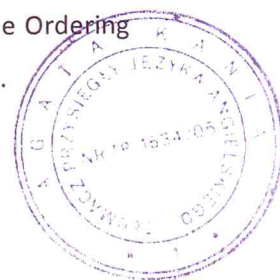
/Deduction, Payment/

- 10.1. The Ordering Party shall have no right to set off its claim against GRAWER's counter-claim, unless GRAWER approves of it. Such approval, in order to be valid, requires a written form.
- 10.2. Partial payments made by the Ordering Party or payments made without indicating the title will be first allocated against interest receivables and further against the oldest arrears in payments.
- 10.3. In the event of delays in payments or where it is clear from the circumstances that the Ordering Party is in doubtful financial condition and its solvency may raise doubts, GRAWER, irrespective of the payment term arrangements shall have the right to dispatch the delivery item based on cash-on-delivery terms or demand an appropriate advance payment or a payment security. GRAWER shall be entitled to suspend the performance of the agreement until one of the abovementioned payment securities is granted.

§ 11

/Protection of Third-Party Rights/

- 11.1. In case GRAWER performs the delivery item according to CAD data, drawings, models, designs or other guidelines that are provided to GRAWER by the Ordering Party, the Ordering Party shall bear full and sole responsibility for the consequences resulting therefrom.

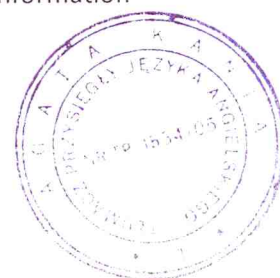


- 11.2. The Ordering Party shall guarantee to GRAWER that the performance and delivery of the delivery item will not violate the property rights of any third parties, including intellectual property rights, so that in consequence GRAWER should not be obliged to check whether the performance of the agreement on the basis of the data, items, guidelines, etc. submitted by the Ordering Party violates any third-party rights.
- 11.3. In case a third party lodges, under its law, any claim against GRAWER, including with reference to property rights, GRAWER shall be entitled to withdraw from the agreement with the Ordering Party without incurring any liability towards the Ordering Party. The case regarding the violation of rights shall be further explained by the Ordering Party. The costs incurred in the performance of the agreement to date by GRAWER shall be reimbursed by the Ordering Party within the term determined by GRAWER.
- 11.4. In the case referred to in paragraph 11.3, the Ordering Party undertakes to keep GRAWER harmless from any third-party claims and repair any damage suffered by GRAWER in this respect.

§ 12

/Confidentiality Clause/

- 12.1. The Ordering Party undertakes to maintain strict and full confidentiality of information about the business activities of GRAWER that is not disclosed to public and has been obtained in the course of commercial contacts with GRAWER.
- This applies in particular to all business objectives of GRAWER, all data, results of cooperation, prices and know-how known to the Ordering Party.
- 12.2. The Ordering Party undertakes to obligate all authorities, employees, co-workers, subcontractors, representatives and other persons who will gain access to the business secrets of GRAWER to maintain confidentiality, as referred to in paragraph 12.1, and also to supervise observation of this obligation.
- 12.3. The Ordering Party shall be obliged to keep confidentiality for the duration of the agreement and for a period of 3 years from the date of its termination.
- 12.4. The Ordering Party declares that it is aware that violation of the obligations specified in paragraph 12.1, paragraph 12.2 and paragraph 12.3 of GTCB, may result in civil liability, provided for in generally applicable regulations.
- 12.5. GRAWER undertakes to maintain the secrecy of any and all Confidential Information referring to the Ordering Party. In particular, GRAWER shall undertake:



- not to use the Confidential Information for purposes other than those related to the performance of the relevant contract,
- not to disclose the Confidential Information to the public or make it available to third parties in any form and by any means,
- to use appropriate measures to prevent the Confidential Information against unauthorized access.

§ 13

/Obligation to Check the Delivery Item/

- 13.1. The Ordering Party, immediately upon acceptance of the delivery item and before starting to use it, shall be obliged to check the delivery item in every respect, in particular in terms of compliance with the agreement.
- 13.2. In the event that any discrepancies are found and reported by the Ordering Party in electronic form, GRAWER will remove the discrepancies as soon as possible, whereas the time limit for removal shall be set by GRAWER. In the event that the discrepancy is independent of GRAWER, the removal will not be performed or will be performed, upon prior agreement of the Parties - for a fee.
- 13.3. GRAWER shall be entitled to request confirmation of the complaint by providing the disputed item, part of the design complained about or a convincing control report. The refusal to deliver the disputed item, part of the design complained about or a convincing control report shall result in the failure to consider the complaint, of which the Ordering Party is aware and approves.

§ 14

/Quality Guarantee /

- 14.1. Information about the properties of the delivery item, its processing and application, with special dimensional accuracy, as well as compliance with PN or DIN standards will be included in the content of the agreement only if clearly indicated in a given case. GRAWER shall not be held responsible for the suitability of the delivery item for a particular purpose.
- 14.2. In case GRAWER performs the Order based on the drawing presented by the Ordering Party, GRAWER shall only be liable for the execution in accordance with the drawing.
- 14.3. The defects that have not been reported, despite recognition, before the use of the delivery item, treatment, processing or transformation of the faulty item shall not be subject to quality



guarantee.

- 14.4. GRAWER shall not be responsible for any differences in quality and dimensions if they fall within the limits of normal industry and material deviations.

The Ordering Party is obliged to provide specific requirements as to the dimensional accuracy in the Order which are subject to approval by GRAWER.

- 14.5. The quality guarantee shall not cover production efficiency, in particular the production speed of the delivery item.

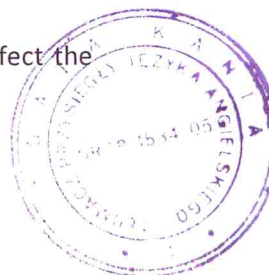
- 14.6. GRAWER shall not be responsible for defects and damages that arise from such causes as:

- natural abrasion,
- lack or inappropriate service,
- natural wear and tear,
- unsuitable ambient conditions,
- negligence or improper interaction,
- incorrect storage,
- use of improper materials / plastics, interaction of the material to be treated, chemical interactions,
- failure to check or incorrect checking of the delivery item prior to use,
- use of improper auxiliaries,
- properties of the materials processed by the delivery item (foils, cardboard, etc.) unknown at the time of conclusion of the agreement,
- use of other machining materials than standard ones,
- incorrect or negligent use and application of the delivery item,
- bad assembly or improper start up by the Ordering Party or third parties.

- 14.7. The warranty period for all deliveries and services shall cover 1 year from the date of release of the delivery item to the Ordering Party. In the event the delivery date has been agreed between the Parties and the Ordering Party is in delay with acceptance, the warranty period shall commence on the agreed delivery date. When GRAWER removes defects, the warranty period will not start anew.

- 14.8. In the event that a complaint is submitted on time and subsequently recognized by GRAWER, the Ordering Party shall be entitled to choose whether it requires a refund for the defective delivery item or removal of defects. GRAWER, in its own discretion, will remove the defects either by repair or delivery of a new delivery item, free from defects, within a time limit appropriate for the specifics and capacities of GRAWER and its subcontractors.

- 14.9. In the event that the defect is not a material defect, meaning that it does not affect the



suitability for use of the delivery item, GRAWER, instead of removal of the defect, shall be entitled to reduce the price accordingly and pay the amount due to the Ordering Party.

- 14.10. In case GRAWER fails to remove the defects of the delivery item in a due time or after two unsuccessful attempts, GRAWER shall be obliged to take further attempts to remove the defect, provided it does not entail excessive costs and is reasonably justified. If GRAWER fails to meet its obligations, the Ordering Party shall be entitled to request a third party for a substitute performance and removal of defects. GRAWER shall reimburse any costs incurred by the Ordering Party in this respect, however not exceeding the net price of the defective item.

§ 15

/Limitation of Liability/

- 15.1. Taking into account the limitations provided by mandatory law provisions, the maximum liability of GRAWER in relation to the performance of the agreement, regardless of the legal basis, shall be limited to the price of the defective item.
- 15.2. In connection with the performance of the agreement concluded on the basis of these GTCB, GRAWER shall not be liable for non-performance or improper performance of the obligation either resulting from tort, delict, guarantee, warranty or on any other basis, for loss of profit, indirect or consequential damages, any loss or damage of this or similar nature.
- 15.3. Warranty for defects shall be excluded, and the only legal basis for GRAWER's liability for possible defects of the subject matter of the agreement shall be the quality guarantee referred to in § 15 of these GTCB.

§ 16

/Authorized Technical Changes/

GRAWER shall be entitled to make technical changes to the delivery item without the prior consent of the Ordering Party, only provided these changes are dictated by the desire to improve the delivery item and as far as they are reasonable for the Ordering Party.

§ 17

/Consent for Data Processing /

The Ordering Party hereby grants consent for the processing of its personal data and data relating to its business activities in order to perform the Agreement, and also for the purposes of marketing of its own products, archiving and in order to obtain insurance or credit protection, if any. The Ordering



Party shall have the right to modify its personal data and to request their removal. However, the performance of the subject-matter of the agreement shall not be possible without the processing of the Ordering Party's data.

§ 18

/Final Provisions/

- 18.1. In the event of any dispute arising from the agreement and these GTCB, it shall be regulated exclusively by the Polish law.
- 18.2. The Parties agree that in the absence of any other reservations, the language of the agreements and other documentation shall be the Polish language. In the case the agreement or any other documents have been prepared in Polish and in another language, for interpretation the Polish language version shall apply. In the case, on the other hand, the documentation has been prepared only in a foreign language, its interpretation shall be influenced by the content of the document after its translation into Polish.
- 19.3. All disputes regarding the agreement that may arise between the Parties will be first settled in an amicable way, and then will be subject to judicial review by the court competent for the registered seat of GRAWER.

As a court sworn translator I state that the above document is a true translation from the Polish document presented to me in an electronic version, Agata Kania MA, English philology graduate.

Poznań, 13.09.2018

Translator's register No. 232/2018

