

**General terms and conditions for the purchase of goods and/or services by
and for Ekoenergetyka - Polska Sp. z o.o.**

with registered office in Zielona Góra (66-002), at the address Nowy Kisielin A. Wysockiego 8 entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000452958 by the District Court in Zielona Góra, 8th Commercial Division of the National Court Register, NIP 9731013938 and REGON number 08111585200000 with share capital in the amount of PLN 133,300. (hereinafter: '**Ekoenergetyka**')

in force from: 01/04/2019

These General Terms and Conditions for the Purchase of Goods and/or the Provision of Services (hereinafter referred to as "GTC" – (Polish "OWZ")) together with the contract/order and with all attachments constitute a single contract between the Parties. Any reference to the offers or proposals of the Supplier, both binding and non-binding, do not imply acceptance of the conditions and reservations contained in these documents if their acceptance has not been expressly stated in the contract/order. In the event of discrepancies between the content of the contract concluded between the Parties and the content of the GTC, binding on the Parties is the content of the contract concluded between them, unless the contract provides otherwise.

§ 1

1. The GTC form an integral part of all contracts concluded by Ekoenergetyka and are obligatory for both Parties, unless they expressly agree otherwise in writing under pain of nullity. Conclusion of a separate agreement between the Parties excludes the application of the GTC only when it is expressly not indicated otherwise and only within the scope in which it is regulated differently. In matters not covered by a separate Agreement, the provisions contained in the GTC shall apply.
2. The Parties exclude the application of standard contracts other than the GTC. Conditions provided by the Supplier or included in his offer, in the confirmation of the acceptance of the Order, in the specifications or similar documents, will not form part of the contract, and the Supplier waives all rights that he would be entitled to under such terms.

§ 2

1. Ekoenergetyka and the Supplier may conclude the Agreement in any mode, including by the Supplier's acceptance of the order sent by Ekoenergetyka by e-mail.
2. The supplier is obliged to confirm or reject the order within 2 business days. No confirmation via e-mail within the above time period is treated as acceptance of the dates and conditions specified in the order.
3. Confirmation of acceptance of the Order by the Supplier is tantamount to acceptance of these GTC.
4. The order is not subject to changes or additions by the Supplier, unless it is otherwise stated in its content.
5. In the event that the Order has been accepted by the Supplier subject to changes or additions, and such objections according to its content were not acceptable, the changes shall be considered as non-proprietary.
6. Once Ekoenergetyka receives the confirmation of the Order, a contract shall be concluded between the Parties on the terms specified in the order and these GTC ("**Agreement**").
7. All items transferred to the Supplier by Eco-energy in order to perform the Supplier's obligations resulting from the GTC or the content of the Order are the property of Ekoenergetyka, unless the Parties agree otherwise.

§ 3

1. The Supplier will deliver the Goods and/or Provide Services (hereinafter also referred to as: "**Subject of the Contract**"):
 - a) in accordance with applicable law;
 - b) in accordance with the Order and any instructions of Ekoenergetyka;
 - c) in a state free from defects, as well as unencumbered with rights of third parties;
 - d) according to the purpose specified in the Agreement or - in the absence of such information-
 - e) suitable for the purpose for which such goods are customarily used and/or Services.

§ 4

1. The Supplier is responsible for ensuring that the Goods are packaged in accordance with industry standards in an appropriate manner to protect and secure the goods. The method of packaging the Goods shall enable efficient conduct of possible quantitative and qualitative control of deliveries carried out at the headquarters of Ekoenergetyka.
2. The Supplier is obliged to carry out at his own expense:
 - a) transporting the Goods to the place of delivery at the expense of the Supplier;
 - b) unloading and delivery of the Goods;
 - c) ownership of the Goods and/or Services, costs and burdens related to the Goods and/or Services, the risk of accidental loss or damage to the Goods and/or Service passes onto Ekoenergetyka upon its receipt.
3. The location of the Goods and/or the Ekoenergetyka Service as well as the related qualitative and quantitative reception is the seat of Ekoenergetyka, unless a different place has been indicated in the Order. Goods and/or Service will be delivered during business hours of Ekoenergetyka, unless Ekoenergetyka indicates other hours in the Order. Notwithstanding the above, Ekoenergetyka is entitled to perform periodic or preliminary final quality control of the Subject of the Agreement also at the Contractor's office, during the performance of the Subject of the Contract by the Contractor, after prior notification of such inspection at least 2 working days before the proposed date of such control.
4. Upon Delivery, the Supplier (or a designated carrier) will provide Ekoenergetyka with a delivery document and any other necessary export and import documents. If Ekoenergetyka approved the partial delivery, the delivery document will also contain the remaining quantities for delivery.
5. The Supplier of the Goods and/or Services shall inform Ekoenergetyka about readiness to proceed with the delivery by e-mail to the address of the Ekoenergetyka representative indicated as the contact person in the Offer or Order, which is the basis for the conclusion of the Agreement to be sent at least 2 working days before the planned date of collection.
6. The order will be considered as completed at the moment of signing the handover protocol by Ekoenergetyka with the clause "without reservations". This clause does not release the Supplier from liability for defects and/or defects that will appear after receipt.
7. The supplier is obliged to attach to each delivery a delivery document.
8. The document for delivery contains, among others:
 - a) designation of the Ekoenergetyka order number constituting the basis for delivery of the Goods and/or Service;
 - b) designation of the type and weight of packaging in which the Goods were delivered.

9. Four weeks before delivery of the Goods and/or Service, and in case the order is placed shorter in advance, at the latest with delivery, the Supplier shall provide Ekoenergetyka with all attestations, certificates, control certificates required by law, documentation specifying the repair and maintenance conditions, catalogs of applicable time standards for repairs and services, homologation certificates or other documents regarding the Goods and/or Services covered by the Agreement.
10. In the event that it is necessary for the Supplier to prepare documentation on the performance of the Order, the Supplier is obliged to submit the documentation at the latest at the time of delivery.
11. A transcription and acceptance protocol signed by both parties with the "*without reservations*" clause constitutes the basis for the Supplier to issue a VAT invoice including the Remuneration.

§ 5

1. Upon receipt of the Subject of the Agreement, Ekoenergetyka is authorized to conduct a quantitative study and to investigate whether there are quality defects.
2. The use of the above-mentioned entitlement may take place by reporting: (hereinafter referred to as: "**Complaint**"):
 - a) quantity shortages of the goods and/or Services;
 - b) quality defects of the Subject of the Contract, resulting from transport damage - invisible to the carrier;
 - c) visible quality defects that do not result from transport damage;

within 30 days of receipt from the Supplier with an indication of which of the rights indicated in § 5, paragraphs 4 and 5 of the GTC are to be used.

3. The Supplier is obliged to review the Complaint received within 2 business days. The Supplier's failure to respond within this period is considered that the Complaint is accepted.
4. If quantitative shortages of the Subject of the Agreement are detected, Ekoenergetyka has the right according to its choice:
 - a) refuse to collect all of the Goods and/or Services and withdraw from the Agreement;
 - b) refuse to collect all of the Goods and/or Services and request re-delivery of all goods and/or Services within 5 business days from considering the Complaints that were to be delivered on that day;
 - c) withdraw from the Agreement in the part covering the missing Goods and/or Services and the corresponding Ekoenergetyka services;
 - d) request delivery of missing Goods and/or Services within 2 business days from reviewing the Complaint

with retaining the rights resulting from the Supplier's delay.

5. In the case of detecting quality defects of the Subject of the Agreement, Ekoenergetyka has the right to:
 - a) refuse to collect all of the Goods and/or Services and withdraw from the Agreement,
 - b) to withdraw from the Agreement in the part in which the Goods and/or Services are affected by quality defects;
 - c) require replacement of the Goods and/or Services for new ones, free from defects within (...) day from consideration of the Complaint with retaining the rights resulting from the Supplier's delay;

- d) require repair of the Goods and/or Services within 5 business days from considering the Complaint

with retaining the rights resulting from the Supplier's delay.

6. The costs of returning the defective goods as well as the costs of delivery of the repaired goods and/or new goods and/or Services free from defects shall be borne by the Supplier.

§ 6

1. Prices for Goods and/or Services are specified in the Orders and do not include VAT, which will be added in accordance with applicable regulations.
2. Ekoenergetyka is obliged to pay the price for the Goods and/or Services upon their receipt in the agreed condition.
3. The Supplier will issue a VAT invoice to Ekoenergetyka within 7 days from the date of receipt of the Goods and/or Services, i.e. from the day of signing the delivery protocol with the "*without reservations*" clause, unless the Parties agree otherwise, the payment will be made by bank transfer to the bank account indicated by the Contractor in the VAT invoice within the time period agreed by the Parties in the contract, and in the absence of a different reservation - within 30 days from the date of receipt by Ekoenergetyka of a properly issued VAT invoice by e-mail or registered mail.
4. The day of debiting the Ekoenergetyka bank account is considered the day of payment.
5. The supplier is obliged to indicate in the VAT invoice the order number, which the VAT invoice refers to.

§ 7

1. If Delivery of Goods and/or provision of services are delayed with respect to the agreed deadlines, Ekoenergetyka can:
 - a) terminate the Contract in whole or in part;
 - b) refuse to accept any subsequent deliveries of the Goods or Services;
 - c) require the Supplier to reimburse all expenses incurred in a reasonable manner by Ekoenergetyka in order to obtain Goods or substitute services from another Supplier; or
 - d) to enforce contractual penalties agreed upon in the Agreement.
2. The right to withdraw from the Agreement for the aforementioned reasons shall be granted to Ekoenergetyka throughout the term of the Agreement. The statement will be delivered to the Supplier in writing.

§ 8

1. The Supplier guarantees that the Goods are new and have not been used until the Delivery Day.
2. By entering into the Agreement, the Supplier declares that the Goods and/or Service meet all the standards applicable or customarily used in the production of sales or use of the Goods and/or Services.
3. Ekoenergetyka is entitled to warranty for physical and legal defects of the Goods and/or Services provided under the Agreement for a period of 24 months calculated from the date of each receipt of the Goods and/or the Service being the subject of the Agreement, unless otherwise indicated in the contract or separate contract concluded by the Parties.

4. As part of the Guarantee rights, the Supplier is obliged to remove quality defects of the Goods and/or quality defects of the Service or to exchange the Goods and/or Services for goods free from quality defects, if the defects become apparent during the Guarantee period.
5. The warranty period will be extended by the time from the warranty claim to the removal of the quality defect of the Goods and/or the Service, or if the Supplier - in performance of its obligations under the Warranty - provided the Goods and/or Service free from defects or made significant repairs of the Goods and/or the Service covered by the Guarantee, this warranty period runs again from the time of delivery of the Goods and/or Service free from defects or return of the Goods and/or the Service being repaired.
6. Obligations resulting from the Guarantee shall be performed by the Supplier within 5 days from the date of reporting the occurrence of the Quality Defect during the warranty period.

§ 9

1. If against Ekoenergetyka or the entity purchasing the final product of Ekoenergetyka, in which the Goods were installed and/or the Service was performed, the following will be incurred:
 - a) claims of third parties;
 - b) allegation of a violation of the law;
 - c) administrative, civil or criminal proceedings initiated; if they are based (directly or indirectly, including the recourse title) on the allegations of: physical or legal defects of the Goods and/or Services, incompatibilities of the Goods and/or Services with the law, in particular that the Product is a dangerous product, that Goods and/or the Service infringe the rights of third parties, the Supplier is obliged to release Ekoenergetyka from any obligations in this respect and compensate Ekoenergetyka with any damage incurred, including paid amounts of, among others, damages, fines, fees.
2. If the Supplier fails to perform or improperly performs its obligations under the Agreement, it will be obliged to take all available efforts to minimize the damage caused to Ekoenergetyka. In particular, if the Supplier notices that it has issued Goods and/or Services that are faulty or inconsistent with applicable law, the Supplier is obliged to immediately notify Ekoenergetyka, which does not release the Supplier from the liability provided for in the Agreement, the GTC and the law.
3. In the event of the Supplier's delay with the release of the Goods and/or Services, Ekoenergetyka is entitled to demand payment of a contractual penalty in the amount of 10% of the value of the entire Order including the delivery of the Goods and/or Service, with which the Supplier is delayed, for each day of delay. Incomplete or defective delivery of Goods and/or Services is treated as lack of the entire Delivery. Delayed delivery costs are always borne by the Supplier.
4. In the event of the Supplier's delay with the issue of the Documentation referred to in § 4 paragraphs 4, 7 and 8 of GTC, Ekoenergetyka has the right to demand payment of a contractual penalty in the amount of 5% of the value of the entire Order including delivery of the Goods and/or Services to which the Documentation applies and with which the Supplier is delayed for each day of delay. Incomplete or faulty delivery of Documentation is treated as lack of the entire Delivery. Delayed delivery costs are always borne by the Supplier.
5. In the event of the Supplier's delay in performing the obligations under the Guarantee set out in paragraph 9, that is:
 - a) delayed release of the Goods and/or New Services, free of defects;
 - b) delayed release to Ekoenergetyka of the repaired Goods and/or Services,

6. Ekoenergetyka has the right to demand payment of a contractual penalty in the amount of 5% of the value of a given Good and/or Service for repaired or exchanged Goods and/or Services (taking as a basis the calculation of the price for the new and not defective Goods and/or Service) for each day of delay.
7. In the event of the Confidential Information being disclosed by the Supplier against the obligation referred to in § 14, the Supplier is obliged to pay Ekoenergetyka a contractual penalty in the amount of PLN 500,000 for each case of disclosure.
8. The demand for contractual penalties referred to in this paragraph shall not prevent Ekoenergetyka from demanding compensation of transferring the amount of contractual penalties.

§ 10

Neither party is liable for delay in performance or for failure to perform its obligations under the Agreement if such delay or non-performance results from circumstances of Force Majeure. Force Majeure means circumstances that a party could not have foreseen at the time the Agreement was concluded, which cannot be avoided and which are under the control of that Party, if a Party cannot overcome them despite all reasonable efforts, whereby the Party must transfer to the other party a relevant notification within 2 calendar days from the occurrence of circumstances of Force Majeure.

§ 11

The Supplier may not cede, transfer, encumber or subcontract performance of the Contract, or any part thereof without prior written acceptance of Ekoenergetyka, under pain of nullity.

§ 12

All notifications shall be sent by registered mail, courier, fax or e-mail to the address of the Party's representative specified in the Order, Offer or other document constituting the basis for the conclusion of the Agreement between the Parties, however notification by e-mail is considered effective, unless the Agreement stipulates otherwise or it is otherwise stipulated in these GTC.

§ 13

1. The Parties undertake not to disclose Confidential Information to third parties without the written consent of the other Party.
2. "Confidential Information" - means all information regarding Ekoenergetyka disclosed (irrespective of whether it was provided in writing, orally or by any other means, and whether directly or indirectly) by Ekoenergetyka (the "Disclosing Party ") to the other Party ("Receiving Party"), both before and after the date of conclusion of the Agreement and include, but is not limited to:
 - a) trade secrets, business secrets (in the understanding of the provisions on competition protection) inventions, ideas, analyzes, processes, drawings, formulas, source codes, data, programs, intellectual property, know-how, improvements, discoveries, development works, designs and techniques;

- b) overview of the program, the research, development, new products, sales strategies, marketing and sales, business plans, budgets, unpublished financial statements, licenses, prices and costs, profit margins and other financial information, suppliers, customers, employees (current and potential) ;
- c) information on the skills and remuneration of the Party's Employees and their subcontractors;
- d) technical information, information about the software and electronic equipment, software used in the activities of the website as well as the procedures and methods planned by the Party;
- e) all business and technical information (including passwords and other means of user identification and security), and legal information (including the existence of this Agreement, its content and the content of all contracts, agreements and documents that will be concluded between the Parties or exchanged in the framework of cooperation on the Project as well as other agreements that the Parties may transfer to each other);
- f) ways and methods of operation, organization and functioning of the Parties, applied and planned security systems;
- g) correspondence between the Parties (including letters, faxes, e-mails);
- h) any other information that has or is likely to have a commercial value or other value in the activity in which the Discloser participates or intends to participate, as well as any information the unauthorized disclosure of which would be detrimental to the interests of the Disclosing Party;
- i) other information and documents marked "confidential", "restricted", "secret" or other clauses of similar content, regardless of the form in which they were entrusted to the Receiving Party.

3. The obligation to keep the Confidential Information confidential shall be excluded if:

- a) applicable law requires the disclosure of Confidential Information, but only to the extent specified by these provisions;
- b) Confidential Information is or will become public or publicly available in a different way than through the action or omission of one of the parties, its representatives, employees or persons responsible for it.

4. The obligation to maintain the confidentiality of Confidential Information is 5 years from the date of concluding the Agreement.

§ 14

Failure to enforce or not exercise any of the provisions arising from the Agreement does not constitute a waiver of the application of such conditions or other terms contained in the Agreement.

§ 15

1. All Agreements concluded with the use of GTC (Polish – OWZ) are subject to Polish law.
2. All changes and additions to the content require for their effectiveness an annex signed by both parties in a written form.
3. Any disputes arising out of the performance of the Agreement shall be submitted by the parties to the court competent in local and material matters for the seat of Ekoenergetyka.

4. In the event of any provisions of the Agreement being null and void (regardless of the invalidity of the provisions of these GTC or individually agreed), the relevant provisions of law shall take their place and the remaining provisions shall remain valid.