

General Terms and Conditions of the Services Purchase (GTCSP)

I. DEFINITIONS

1. GTCSP – shall mean these General Terms and Conditions of the Services Purchase of Synthos Group.
2. The Ordering Party (hereinafter referred to also as the Buyer) – shall mean SYNTHOS S.A. and/or any other company within the Synthos Group, depending on whether any of them is the party to the Contract.
3. The Contractor (hereinafter referred to also as Seller) – shall mean a legal entity, natural person or organisational entity, with which the Ordering Party has concluded the contract for the performance of services or other similar contract.
4. Contract – shall mean the services contract or other similar contract concluded between the Ordering Party and the Contractor, with attachments which constitute the integral part thereof, including these GTCSP.
5. Services – shall mean any or individual services specified in the Purchase Order, which will be provided by the Contractor under the Contract.
6. Party, Parties – shall mean the Ordering Party/Buyer, the Contractor/Seller or both parties to the Contract.
7. Purchase Order – order placed by the Ordering Party, signed by the person(s) authorised to represent the Ordering Party, relating to the provision of the Service.

II. PREAMBLE

1. These GTCSP define the terms and conditions regarding the rights, responsibilities and scope of the liability of the Parties relating to Contracts for the provision of services to the Ordering Party, and constitute an integral part of all above-mentioned Contracts.
2. If any of the provisions of the GTCSP proves to be inconsistent with the provisions of the Contract, then the provisions of the Contract shall take precedence.
3. These GTCSP shall be effective unless the Ordering Party and the Contractor agree otherwise in writing in this respect.
4. If any of the provisions of the GTCSP prove to be inconsistent with documents other than the Contract (e.g. General Terms and Conditions of the Contractor), then these GTCSP shall take precedence.
5. If the Parties are bound by the frame Agreement based on these GTCSP, then these GTCSP shall be effective for each Purchase Order, without the requirement of them being delivered separately to the Contractor.

III. CONCLUSION OF THE CONTRACT

1. The Parties may conclude the Contract through:
 - a. the Parties signing the contract made in writing,
 - b. confirmation by the Contractor of the Ordering Party's Purchase Order in written or electronic form.
2. The Contractor shall confirm the Purchase Order within 3 (three) calendar days starting from the date of the Ordering Party sending the Contractor via an e-mail a digital copy of a signed Purchase Order.
3. If the Contractor, within the period specified in point 2 of this article, does not submit any comments to the Purchase Order sent by Ordering Party, the Purchase Order in question shall be deemed confirmed by the Contractor without reservations, and, therefore, the Contractor confirms that it will execute the Contract in accordance with the rules and obligations contained within the Purchase Order in question. If the execution of the subject of the Purchase Order has taken place before 3

calendar days required above, it shall be deemed that the Contractor, by commencing the execution of the Ordering Party's Purchase Order, accepts the conditions contained within the Purchase Order.

IV. TERMS AND CONDITIONS OF SERVICES

1. Prior to commencing the performance of the Services, the Contractor is obliged to examine the site of the performance of the services and to familiarise oneself with any local circumstances and potential dangers and risks related to the performance of works under the Purchase Order in a manner excluding any claims against the Ordering Party.
2. The Contractor shall guarantee high quality of the performance of the Services and shall provide a 24-month guarantee and warranty for the subject of the Contract, starting from the date of signing the technical acceptance protocol, unless the Parties have agreed upon other guarantee and warranty period. Guarantee and warranty period shall be extended by the time in which a failure/defect is removed.
3. The Contractor shall guarantee the availability of spare parts and wear parts for the produced and / or delivered devices or installations for the period of 5 years of the date of the delivery, which it undertakes to deliver based on separately concluded agreements.
4. The Purchase Order number must be placed on all delivery documents.
5. The Contractor is obliged to deliver all necessary, required by law certificates specified in the Ordering Party's specification, which constitute the permission to use the performed and/or delivered devices, installations, etc. The Contractor shall bear full responsibility for any damage caused by the actions or omissions of subcontractors.
6. The Ordering Party is released from liability for any damage to property or personal injury which may be caused as a result of the performance of works under the Contract, including personal injury to the Contractor's employees.
7. The Parties are obliged to have valid insurance policies against financial consequences of civil liability to which the Parties may be subjected in connection with personal injury or damage to property caused during the performance of the Contract. Each Party bears the costs of its own policy.
8. In case of the occurrence, during the performance of the Contract, of additional works exceeding its value, the Contractor is obliged to report the necessity of performing those works before performing them, with a specification of costs for additional works, the basis for the payment for those works being prior acceptance by the Ordering Party.
9. The Ordering Party is entitled to audit the performance of the subject of the Contract at each stage of its performance. The Ordering Party shall inform the Contractor about the intention to perform the audit with at least 3 days' notice.
10. The Ordering Party is entitled to audit the Contractor's financial position, in particular to demand from the Contractor to present up-to-date financial statements.

V. SUBCONTRACTORS

1. The Contractor must inform the Ordering Party about every subcontractor. This information must be provided in writing or by electronic means to the address of the contact person indicated in the Purchase Order, on pain of nullity.
2. For the contract for the performance of construction works between the Contractor and subcontractor to be concluded it is required, within the meaning of art. 647 ff. of the Civil Code, that the Ordering Party be provided with the written notification on pain of nullity containing the designation of a subcontractor, accompanied by the draft contract which is supposed to be concluded between the Contractor and subcontractor. The notification must be delivered to the Ordering Party

before the commencement of the performance of works. If the Ordering Party does not submit a written objection within 30 days of the service of the notification by the Contractor or subcontractor, accompanied by the draft contract with the subcontractor, it shall be deemed that it has consented to the conclusion of the contract.

3. Each draft contract for construction works, within the meaning of art. 647 ff. of the Civil Code, to be concluded with a subcontractor, delivered to the Ordering Party must contain, in particular, the provisions regarding:
 - a. scope of works to be performed,
 - b. completion due dates,
 - c. remuneration and payment due dates,
 - d. rules and scope of liability between the Contractor and subcontractor,
 - e. termination of the contract with the subcontractor in case of the termination of the Contract.
4. The Contractor is obliged to submit to the Ordering Party the certified true copy of the concluded subcontracts for construction works within the meaning of art. 647 ff. of the Civil Code, and amendments thereto within 7 (seven) days of the date of it/them having been concluded.
5. The Ordering Party's submission of written objections regarding subcontractors of construction works within the meaning of art. 647 ff. of the Civil Code shall not constitute the basis for the Contractor to demand the change of the due date of the completion of works under the Contract.
6. The due date for the payment of remuneration to subcontractor or sub-subcontractor provided for in the subcontract for construction works within the meaning of art. 647 ff. of the Civil Code must not be later than 30 (thirty) days of the date of the delivery to the Contractor, subcontractor or sub-subcontractor of the invoice or receipt confirming the completion of the subcontracted or sub-subcontracted performance.
7. The Contractor for construction works within the meaning of art. 647 ff. of the Civil Code is obliged to attach the subcontractors declarations to each invoice (for the preceding reference period and those regarding the final payment) stating that their claims for the works performed have been fully settled.
8. In case of the occurrence of outstanding payments on the part of the Contractor of construction works within the meaning of art. 647 of the Civil Code towards its subcontractors, the Ordering Party shall be entitled to withhold the payment of the amount which will equal the sum of the amounts of the outstanding payments from subcontractors' declarations. The amount withheld by the Ordering Party shall be transferred to the Contractor's bank account upon the receipt of original declarations from subcontractors regarding the satisfaction of their claims resulting from the works executed for the Contractor for the performance of the Contract.
9. The failure on the part of the Contractor of construction works within the meaning of art. 647 ff. of the Civil Code to meet the obligation of the payment for subcontractors constitutes improper performance of the Contract within the meaning of the provisions of the Civil Code, which entitles the Ordering Party, among other things, to use the bank guarantee issued with an aim to secure potential Ordering Party's claims raised in connection with failure to perform or improper performance of the Contract.
10. If the Ordering Party has satisfied the claims of the subcontractors of construction works within the meaning of art. 647 ff. of the Civil Code, the Ordering Party shall be entitled to deduct the amounts paid from the remuneration due to the Contractor.

VI. ORDERING PARTY'S COMMISSIONING OF THE SUBJECT OF THE CONTRACT

1. The services performed under the Contract must undergo the procedure of technical acceptance attended by the Ordering Party's employees, to confirm the compliance of the performance of the services with the conditions of the Contract and the delivery of all required documents necessary for the performed and/or delivered devices or installations to be cleared for operation.
2. The Contractor is obliged to notify the Ordering Party's employee about the date of the technical acceptance with 5 business days' notice.
3. A bilaterally signed technical acceptance protocol shall constitute the confirmation of the performance of the technical acceptance.
4. If any of the documents specified in point 5 Art. IV is missing at the delivery or receipt, the Service must not be subjected to the technical acceptance procedure. This shall be deemed by the Ordering Party as an improper performance of the Contract and shall constitute the basis for the rejection of the Services performed. In such a case the Ordering Party shall not be liable for a delay in the acceptance of the Services performed nor for the lack of a timely payment for the Contractor.

VII. TERMS AND CONDITIONS OF THE PAYMENT

1. The Contractor is obliged to place the Purchase Order number on invoices. In case of absence of the Purchase Order number or the occurrence of other irregularities in the invoice, the Ordering Party is entitled to refuse to accept it and demand the Contractor to prepare the document in a correct manner.
2. Shall there be any non-compliance between the Services or Products sale invoice issued by the Contractor and the conditions of the Contract, the Ordering Party reserves the right to withhold the payment of a non-compliant invoice until it has been corrected by the Contractor, without the need of bearing of any additional costs by the Ordering Party.
3. The Ordering Party shall make the payment for the performance of the Contract in the form of a bank transfer to the Contractor's bank account, confirmed by persons authored to represent the Contractor. The date of payment shall be deemed the date of debiting the Ordering Party's bank account.
4. The successful acceptance of the subject of the Contract, confirmed by a bilaterally signed technical acceptance protocol shall constitute the basis for the issuance of the VAT invoice by the Contractor.
5. The Parties declare that they are active VAT payers.

VIII. COMPLAINTS:

1. If defects/errors caused by the fault on the part of the Contractor are found in the Service and/or in the delivered installation or devices during the performance of the Contract and/or within the guarantee period, then the Contractor, following the receipt of a complaint from the Ordering Party, undertakes to remove the defects free of charge within 7 (seven) days of the date of filing the complaint by the Ordering Party unless stated otherwise in the Purchase Order.
2. If the Services, installations or devices performed and/or delivered by the Contractor fail to fulfil the quality requirements defined in the Contract, the Ordering Party, exercising its rights resulting from the guarantee or warranty, is entitled, in particular, to demand the Contractor to replace the performed and/or delivered devices or installations for the devices or installations which fulfil the quality requirements at the Seller's expense. Any expenses related to sending back and re-delivery of the devices or installations being replaced and any documented expenses borne by the Ordering Party due to such replacement shall be covered by the Contractor.
3. The Contractor is obliged to take a stance regarding the complaint filed by the Ordering Party within 2 (two) business days of the date of reporting a defect in a written form or by electronic means. The

stance referred to in the preceding sentence shall be delivered to the Ordering Party in the same form in which the Seller has received the defect report.

4. If the Contractor does not solve the complaint on time or solves it in an improper way, the Ordering Party shall be entitled to have the defects/errors removed or repaired by third parties at the Contractor's expense. In such a case the guarantee is still valid and shall be extended by the period of standstill and repair.

IX. WITHDRAWAL FROM THE CONTRACT

1. If the Services performed under the Contract do meet the quality or technological or efficiency requirements or if the Contractor is in delay in the performance of the subject of the Purchase Order of 30 calendar days (lack of technical acceptance), the Ordering Party is entitled to withdraw from the performance of the Purchase Order within 60 days of the date of becoming aware of the basis of the withdrawal. Unless the Ordering Party's withdrawal notice indicates otherwise, if the Ordering Party exercises its right to withdraw, the Contractor shall be obliged to restore the Ordering Party's infrastructure to its original condition and to remove, at its own expense, the devices or equipment delivered as part of the performance of the Contract. Such action shall not deprive the Ordering Party of the right to charge contractual penalties and compensations for lost benefits.
2. The Ordering Party is entitled to withdraw from the performance of the Contract without giving the reason, at any time, with immediate effect, based on an unilateral statement sent to the Contractor by registered mail. In such a case the Ordering Party shall pay the Contractor only the remuneration proportional to actually performed and documented works related to the performance of the Contract to the date of the withdrawal from it, provided that the works have been performed correctly and without defects.
3. The Ordering Party is entitled to withdraw from the Contract at any time, without a notice period if the Contractor breaches the provisions of the Contract and does not remove the results of such a breach if there is a possibility to do so and/or breaches the provisions of applicable law. In case of the withdrawal from the Contract on conditions resulting from this provision, the Ordering Party shall be entitled to complete the performance of the Contract or Purchase Order a third party to perform the completion of the Contract at the Contractor's cost and risk, with the provision that the Contractor shall be obliged to bear the costs exceeding the value of the Purchase Order. The Contractor shall pay those receivables within 30 days of the date of the issuance of the invoices by the Ordering Party.
4. If the Contractor withdraws from the performance of the object of the Purchase Order, the Ordering Party shall be entitled to enforce damages for the losses incurred.

X. CONTRACTUAL PENALTIES

1. Unless specified otherwise in the text of the Purchase Order, the Contractor shall pay the Ordering Party a contractual penalty of 1% of the net value of the Purchase Order for each commenced week of the delay in the performance of the Contract.
2. Unless otherwise stated in the text of the Purchase Order, if the Contractor fails to take action upon the complaint submitted, the Ordering Party has the right to charge the Contractor with a penalty of 200.00 PLN (in words: two hundred Polish zloty) for each day of delay exceeding 2 (two) business days starting from the date of the receipt of the Ordering Party's notification regarding the complaint.
3. The Contractor shall pay the Ordering Party the contractual penalty of 0.1% of the net value of the Purchase Order for each day of delay in removing defects found upon the receipt and during the guarantee/warranty period, which occurred due to the Contractor's fault, starting from the date designated for the removal of the defects, pursuant to point 1, Art. VIII.

4. Penalties for non-observance of OHS provisions:
 - a. The Contractor shall pay the Contracting Party a penalty of 500.00 PLN (in words: five hundred Polish zlotys) for each instance of documented breach of OHS provisions,
 - b. The Contractor shall pay the Ordering Party a penalty of 50.00 PLN (in words: fifty Polish zlotys) for each missing element of the personal protection equipment of it has been found that the personal protection equipment is incomplete,
 - c. The Contractor shall pay the Ordering Party a contractual penalty of 10,000.00 PLN (in words: ten thousand Polish zlotys) for each detection of the fact that the Contractor's employee, during work or being at the Ordering Party's premises, is under the influence of alcohol or other intoxicants, psychotropic substances, substitute drugs or precursors. The term "under the influence of alcohols" shall be construed as any breath alcohol content or blood alcohol concentration confirmed by tests conducted by the Ordering Party's plant security personnel or by other institutions/bodies designated by the Ordering Party.
 - d. Smoking of tobacco products and use of fire is strictly prohibited at the Ordering Party's premises, except for places clearly designated for those purposes. The Seller shall pay the Buyer a contractual penalty of 5,000.00 PLN (in words: five thousand Polish zlotys) for each detection of the fact that the Seller's employee, during work or being at the Buyer's premises, used fire in places in which it is prohibited.
 - e. The Contractor or other entity which will be ordered by the Contractor to perform the Service for the Ordering Party is obliged to comply with fire regulations and road traffic rules applicable at the Ordering Party premises. Persons occupying the areas and spaces under risk of explosion, in particular persons who supervise the unloading of raw materials in those areas and spaces, must be unconditionally equipped with ESD clothes, shoes with ESD soles and non-sparking tools. The Contractor shall pay the Ordering Party a penalty of 500.00 PLN (in words: five hundred Polish zlotys) for each instance of documented breach of the above-mentioned provisions.
5. The Ordering Party reserves the right to seek compensation exceeding the amount of the contractual penalty, up to the amount of actual damage. The Ordering Party is entitled to deduct from the Contractor's remuneration the amount of the contractual penalty due to the Ordering Party.

XI. FORCE MAJEURE:

1. The Parties shall be exempt from liability for partial or complete non-performance of contractual obligations if the non-performance results from the circumstances of force majeure. Force majeure shall mean an event or circumstance or a combination of events and circumstances, independent from the will of the Party, which fully or to a significant extent prevent the Party from fulfilling its obligations under this Contract if the Party could not prevent, overcome or contain such results by acting with due diligence. The following events, in particular, shall be deemed to be the cases of force majeure: riot, wars, general strikes, extended widespread shut-down of railway, road and/or waterway transport services to an extent which hinder the delivery or make it impossible. Difficulties related to the availability of Products to the workforce shall not be deemed to be force majeure.
2. The Party citing the instance of force majeure shall inform the other Party about the occurrence of the instance of force majeure within 3 (three) business days from the date of the occurrence of such a case. This information shall be delivered by registered mail. If the instance of force majeure shall not be documented by the citing Party in a registered letter, then this Party shall lose its rights to refer to force majeure.

3. The instance of force majeure and its effect on the obligations of the Parties under this Contract shall be confirmed by the National Chamber of Commerce competent for the Party affected by the circumstances of force majeure.

XII. COPYRIGHT

1. The Contractor declares that it guarantees that all works, materials, presentations or elaborations (further referred to as "Works") submitted to the Ordering Party for the performance of the obligations under the Contract are the result of the Contractor's work or the work of the subcontractors who transferred to the Contractor the economic copyright in the scope not narrower than on the fields of exploitation specified below. Unless the Parties have agreed upon otherwise, as part of the remuneration due under the Contract and upon the Works being issued, the Contractor shall transfer to the Ordering Party the economic copyright to the Works in the following fields of exploitation:
 - a. for recording and reproducing the Works - creating copies of the work by means of a specified method, including print, reprographical, magnetic recording and digital method;
 - b. for the circulation of the original or copies on which the Works have been recorded - introduction into circulation, lease or rental of the original or copies;
 - c. for the distribution of the Works in a method other than defined in point 2 - public performance, exhibition, displaying, reproducing and broadcasting and re-broadcasting, as well as making the Work available to the public in such a way that members of the public may access these works from a place and at time individually chosen by them.
2. The Ordering Party also acquires the right to license the performance of a derivative copyright to the Works.
3. If the acquisition of economic copyright proves impossible on terms defined in art. 1 – 2, the Contractor undertakes to transfer the economic copyright to the Ordering Party on terms no less favourable than the terms specified above.

XIII. FINAL PROVISIONS

1. The Contractor must not assign the receivables or transfer its entire rights and obligations under this Contract without Ordering Party's prior written consent.
2. The Contractor declares that the Ordering Party will not breach any intellectual property rights of third parties in connection with the use of the Product. The Contractor undertakes to make good to the Ordering Party any damage suffered in connection with the breach of those rights.
3. For matters not covered by these GTCSP the provisions of the Polish law shall apply.
4. Any disputes resulting from or occurring in relation to this Purchase Order which will not be settled amicably within 30 (thirty) calendar days of their occurrence, shall be resolved by the common court competent for the registered office of SYNTHOS S.A.