

## GENERAL TERMS AND CONDITIONS OF COOPERATION

### ViaCon Polska sp. z o.o. (KRS 000093391)

on 1. February 2023

#### I. PRELIMINARY PROVISIONS.

1. These General Terms and Conditions of Cooperation of ViaCon sp. z o.o. are hereinafter referred to as General Conditions.
2. Terms used in the further part of the General Conditions hereof shall be defined as follows:
  - a) Purchaser – ViaCon Polska sp. z o.o., ul. Przemysłowa 6, 64-130 Rydzyna, Poland, registered in register of companies by Sąd Rejonowy Poznań – Nowe Miasto i Wilda w Poznaniu IX Wydział Gospodarczy (register court) under number KRS 000093391, having tax identification number PL697-17-10-977 and number REGON 410351222, with share capital in amount of 1.420.000,00 PLN fully paid;
  - b) Contractor – a subject cooperating with the Purchaser in the scope of supply of Goods and/or Services (including the transport of Goods);
  - c) Parties – the Purchaser and the Contractor;
  - d) Goods – any and all movable objects sold and/or submitted to the Purchaser by the Contractor;
  - e) Service – all services rendered by the Contractor to the Purchaser;
  - f) Contract – contracts concluded between the Purchaser and the Contractor where the Purchaser is the recipient of services rendered and/or goods delivered by the Contractor.
3. Purchasers have the status of a large enterprise within the meaning of Article 4.6 of Polish act of 8. March 2013 on preventing excessive delays in commercial transactions.
4. The General Conditions hereof may be amended by the Purchaser any time by announcing a new content of the General Conditions on their website: [www.viacon.pl](http://www.viacon.pl).
5. Titles of individual sections of the General Conditions hereof were introduced solely for the purpose of organising the text and have no legal significance.

#### II. CONCLUSION OF CONTRACT.

1. Supply of Goods or rendering of Services shall take place pursuant to:
  - a) an individual contract concluded between Parties;
  - b) a framework agreement concluded between Parties;
  - c) an order placed by the Purchaser following its acceptance by the Seller;
  - d) an offer made by the Contractor and an Order placed by the Purchaser with reference thereto.
2. If Contract is concluded within provisions specified under Point 1.a – 1.d, provisions of General Conditions are excluded only in scope formulated otherwise in such Contracts. In matters not covered by such Contract, the provisions of General Conditions shall apply.
3. Conclusion of Contract within provisions specified under Point 1.c – 1.d take place accordingly to terms of General Conditions.
4. The Purchaser shall place an order with the Contractor in writing or by e-mail, specifying in particular:
  - e) the number and kind of ordered Goods and / or rendered Services;
  - f) the date of the Order execution;
  - g) the place of the Order execution;
  - h) the price and currency;
  - i) the reference number of the Contractor's offer (if such an offer was placed);
  - j) the method of payment;
  - k) a note on the application of General Conditions hereof.
5. The Contractor shall confirm acceptance of the Order or rejection of the Order within 3 working days following the receipt of the Order

in the same form as the Order was placed. No reply from the Contractor within the prescribed term shall render the Order invalid unless the Purchaser confirms its validity later.

6. Should the Contractor reject any of the conditions of the Order, they shall indicate their own proposals in relevant scope in their reply to the Order, and the reply shall be construed as an Offer and proceed in accordance with provisions of Point 7 and Point 8.
7. The Contractor shall make an offer for the Purchaser in writing or by e-mail, specifying in particular:
  - a) the amount and kind of ordered Goods and/or rendered Services;
  - b) the date of the Order execution;
  - c) the place of the Order execution;
  - d) the price and currency;
  - e) the reference number of the Contractor's offer (if such an offer was placed);
  - f) the method of payment.
8. The Purchaser shall confirm the acceptance of the Offer, rejection of the Offer or place an Order based on the placed Offer in the same format as it was placed, within 3 working days following the receipt of the Offer. No reply from the Purchaser within the prescribed term shall render the Offer rejected in its entirety.
9. If one Party places a number of Orders or makes a number of Offers for the same Goods or Services, the latest version of the Order and/or Offer shall be binding.
10. On each transport and billing document, Contractor shall include the number of the Order and/or Offer connected with such transport or billing.

#### III. PRICE AND PAYMENTS.

1. The price of the Goods and/or Services shall be specified in the Contract concluded within any provisions of Section II.1.
2. The price quoted shall be net amount unless explicitly specified otherwise in the Contract. The net price shall be increased by value added tax in statutory amount applicable.
3. The payment shall be made by money transfer to the bank account indicated in the invoice and/or in a relevant Contract, unless the Parties explicitly agree otherwise.
4. On each invoice Contractor shall specify bank account appearing as the billing account in the list of entities registered as value added tax payers (the so-called "white list of VAT payers" available on-line at <https://www.podatki.gov.pl/wykaz-podatnikow-vat-wyszukiwarka>).
5. If bank account specified by the Contractor shall not appear on the list mentioned in Point 4, Purchaser may withhold the payment of such invoice until bank account shall be listed on the list mentioned in Point 4 or until invoice shall be adjusted with bank account listed in the list mentioned in Point 4.
6. Withholding the payment accordingly to Point 5 shall not constitute any Purchaser's delay, and Contractor shall not be entitled to any interests, compensation or claims resulting of such withholding.
7. The term of payment for delivered go Goods and/or Services is 60 days of delivery correct invoice to the Purchaser.
8. If the Contact does not explicitly mention the currency of payment, the Purchaser shall be authorised to make a payment at their own choice, either in currency indicated in the VAT invoice or in the Polish Zloty (PLN). In case of payment in the Polish Zloty (PLN), the prices quoted in a foreign currency shall be calculated into the Polish Zloty (PLN) at the mid-exchange rate quoted by the National Bank of Poland (table A) on the day preceding the date of issue of the VAT invoice.

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9. The date of payment shall be considered the date of debiting the Purchaser's bank account.
10. In case of the Buyer's delay of the payment, the Seller is authorised to calculate statutory interest for the delay.

#### IV. CONTRACTOR'S RESPONSIBILITY. GENERAL TERMS.

1. The Contractor shall grant warranty and guarantee for the period of 60 months of performing the order, confirming that the Goods and/or Services comply with the Contract, are free of physical and legal defects and comply with any and all technical requirements provided for under the Contract and the General Conditions hereof.
2. The Contractor shall ensure proper quality of the Goods and/or Services understood in particular as:
  - a) compliance of the Goods and/or Services with the Contract;
  - b) suitability of the Goods and/or Services for particular usage known to the Contractor in accordance with the content of the Contract or kind of the Purchaser's activity;
  - c) compliance of the Goods and/or Services with standards and in particular with Polish Standards and European Harmonised Standards;
  - d) compliance of the Goods and/or Services with technical approvals and other such documents used by the Contractor.
3. The Purchaser is obliged to comply with detailed requirements of standards and/or technical approvals referring to Goods and /or Services only if they were referred to under the Contract and the Purchaser had an opportunity to study their content.
4. Irrespectively of provisions of Point 2 and Point 3, the Contractor is obliged to duly perform orders referred to under Sections V-VI respectively for the kind of Goods and/or Services.
5. The Contractor is obliged to present their initial standpoint on a reclaim within 24 hours of the receipt of a reclaim or a guarantee claim. The Contractor shall finally examine a reclaim or guarantee claim as soon as possible and without an undue delay, not later than by the lapse of a 21-day period. If examination of a reclaim or guarantee claim is not possible within the term for objective reasons, the Contractor shall be obliged to indicate and substantiate the actual date of examining the reclaim.
6. The lack of a reply from the Contractor within terms specified under Point 4 shall be understood as an acceptance and approval of a reclaim or a guarantee claim in its entirety.
7. As a part of warranty and guarantee, the Purchaser shall be entitled to primarily claim the replacement of faulty Goods and/or Services with fault-free Goods and/or Services.
8. The Purchaser shall be entitled to remove faults and defects of Goods and/or Services instead of the Contractor, on Purchaser's own or with the help of third parties.
9. In case of identifying any faults and defects of Goods and/or Services, the Purchaser shall be entitled to withhold the payment of a part of the price equivalent to the value of faulty and/or defective Goods and/or Services until the faults and/or defects have been removed.
10. Irrespectively of their responsibility under the warranty and guarantee, the Contractor shall be held liable towards the Purchaser *ex contractu* liability for the full value of the caused damage.
11. If goods and/or appliances belonging to the Purchaser or any third parties are entrusted in the Contractor for the purpose of supplying Goods and/or rendering Services, the Contractor shall take full and unlimited responsibility for damaging and/or losing the goods and/or appliances.
12. The date of supply of Goods or performing Services confirmed with a receipt document shall be deemed the date of the Contractor's performance of the order.

#### V. TRANSPORTATION SERVICES.

1. Provisions of this Section refer to Contracts whose subject is the performance of transportation and forwarding services for the Purchaser.
2. The Contractor is obliged to be in possession of relevant licences, permits and concessions allowing them to render transportation services in Poland, European Union and other countries where they are to perform their Services, and in case of transporting non-standard dimension (oversize) goods, the Contractor is obliged to be in possession of a relevant transportation permit issued by the General Directorate of National Roads and Motorways and to present such a permit to the Purchaser for examination.
3. A transportation (freight) rate includes all Contractor's cost, in particular toll, ferry fees, road transportation fees, operational costs, cost of licences, permits, etc.
4. Throughout the period of rendering Services for the Purchaser, the Contractor is obliged to be in possession of a valid insurance policy covering and events related to their rendered transportation and/or forwarding services at the amount not lower than equivalent to EUR 200,000.
5. The Contractor may render Services through subcontractors with a reservation that the Contractor takes full responsibility for subcontractors' actions and omissions.
6. The Contractor shall take responsibility for the full value of any damage and losses suffered by the Purchaser.
7. The Contractor commits to use standard vehicles with the tarpaulin, the load of 24 tonnes, load length of 13.6 m, width of 2.45 m, height of 2.70 m, with side, rear and top unloading. The Contractor shall provide a MEGA-type vehicle following a relevant agreement with the Purchaser.
8. Contractor shall only use vehicles in a very good condition registered with compliance with the law of Poland, European Union law and other countries in which transportation services shall be provided.
9. Contractor shall only employ employees, which have permission to transport goods with compliance with the law of Poland, European Union law and other countries in which transportation services shall be provided.
10. The Contractor is obliged to equip the vehicles to be used for rendering Services for the Purchaser in appropriate number of safety belts, enabling a safe transport appropriate for the subject of transport, not fewer than 12 belts.
11. The Purchaser shall make an order for transportation units of the Contractor by e-mail two days before the planned loading by 3:00 p.m. (day A).
12. The Purchaser is obliged to specify the following in their order:
  - a) the date of loading (day C);
  - b) the delivery date (day D);
  - c) place and time of loading;
  - d) place of unloading;
  - e) freight;
  - f) length of load if it exceeds 13.6 m;
  - g) any other comments.
13. The Contractor shall confirm the acceptance of the Order on the day of placement of the Order (day A). No reply from the Contractor within the specified term shall be understood as an unconditional acceptance of the Order.
14. The loading shall take place on the premises of the Purchaser on working days between 6:00 a.m. and 10:00 p.m.
15. The Contractor is obliged to submit goods to the place of delivery in the morning next day following the loading. The Contractor shall be obliged to inform the Purchaser and/or the recipient of any possible delays to a delivery, or any other unexpected occurrences.
16. On case of non-standard dimension (oversize) goods, the terms of placing and accepting Orders specified under Points 10-12 shall not apply, and other provisions of this Section shall apply in so far as they are not determined under Points 14-16.
17. The Purchaser shall make Orders for goods whose span exceeds 3.4 m and height exceeds 3.2 m at least 16 working days prior to the

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- loading date, and Orders for goods whose span is below 3.4 m and height below 3.2 m at least 7 working days prior to the loading date.
18. Prior to the commencement of the Order performance, the Contractor is obliged to check access from the loading place to unloading place, and the stoppage place where the vehicle is to wait for unloading.
  19. At the latest on a day preceding the loading, by 4 p.m. (day B), the Contractor shall notify of the driver's name and surname, ID number, contact phone number and the vehicle and trailer registration plate number.
  20. If on the day of loading (day C) a different driver than originally reported as required under Point 16 arrives, or if a driver is not reported as required under Point 18, the Purchaser shall be authorised to suspend the loading until the driver's data is confirmed by the Contractor, and the Contractor shall be held exclusively liable for any resultant delays.
  21. The driver is obliged to follow maximum speed requirement of 10 km/h on the Purchaser's premises, wear a safety vest and closed shoes and follow instructions of the Purchaser's staff.
  22. After the loading the driver shall supervise quantity and quality of loaded goods, its safe mounting on the vehicle and legibly sign the WZ document giving their PESEL or ID card number. The signing of a WZ document confirms due loading of goods and its safe mounting. The Contractor shall be fully responsible for goods entrusted in them from the moment of signing the WZ document by the driver until the moment of unloading the goods at the place of unloading.
  23. Contractor's driver shall each time become familiar with methods of loading and unloading given good, and in case of a doubt shall report these doubts to the Purchaser.
  24. After delivery of the goods to the unloading place, the driver is obliged to obtain confirmation of receipt by a person authorised to receive the goods. The confirmation shall contain the following elements:
    - a) receipt date;
    - b) a stamp bearing the name surname and position or any legible data in this scope;
    - c) a legible signature with a name and surname;
    - d) PESEL or ID card number.
  25. The Contractor's price for transport should allow for at last 2-hourly waiting time for unloading at the place of delivery. This does not apply to oversize vehicles subject to separate regulations in this scope.
  26. A person signing the relevant receipt document as provided by Point 24 may only be a person authorised to collect the goods as indicated on the transport document. Should the person be absent, the driver is obliged to contact the Purchaser's Logistics Department.
  27. In case of any problems in the unloading place (quantity or quality deficiencies, damage to goods, etc.), the driver is obliged to immediately contact the Purchaser's Logistics Department.
  28. The Contractor is obliged to send documents confirming the delivery of Goods to the unloading place by email at [wz@viacon.pl](mailto:wz@viacon.pl) within 3 days of completing the Service.
  29. Settlements between Purchaser and Contractor for provided Services shall be made weekly, collectively for all Services provided in that period by the Contractor to the Purchaser, with an indication by each invoice all relevant WZ documents numbers.
  30. In case of any formal deficiencies to the settlement, a failure to provide the Purchaser with WZ documents and/or missing data on WZ document, the Purchaser is authorised to withhold the payment for the completed Services until the deficiencies are duly supplemented by the Contractor.
- a) obligatory certificate for the Goods and their parts;
  - b) declarations of conformity of the Goods with relevant standards;
  - c) WZ document specifying the quantity of Goods.
2. Goods ordered by the Purchaser from the Contractor shall be delivered at the address specified under the Contract on DAP conditions: Rydzyna, ul. Przemysłowa 6, in accordance with INCOTERMS 2010®.
  3. If the delay to the completion of the Contract exceeds 3 working days, the Purchaser is authorised to terminate the Contract for the fault of the Contractor.
  4. If the price for the delivered Goods is the product of a unit price and the weight of the delivered Goods, the Contractor is obliged to actually weigh the Goods, and not to determine the weight of Goods based on coefficients and formulae. A failure to weigh the Goods shall result in the Purchaser's right to lower the price, without any time limitations.
  5. In case of performing Contracts for MultiPlate, SuperCor and UltraCor departments, the Contractor shall be obliged to:
    - a) perform all parts strictly in accordance with enclosed drawings, and shall be held liable for any quantitative and qualitative deficiencies;
    - b) pack ready parts in separate packages and mark their structural numbers as well as the Order or Purchase numbers on the packaging;
    - c) load the Goods on pallets not exceeding 3 tonnes, with a possibility of unloading them by a forklift.
  6. In case of performing Contracts for MultiPlate, SuperCor and UltraCor departments, the Contractor shall be obliged to submit Goods compliant with the following criteria and in the following manner:
    - a) Si < 0,03% (first class usability steel for hot dip galvanising);
    - b) difference between diagonals of steel sheets not exceeding 5 mm;
    - c) tolerance of the length of steel sheets from -0mm to +5mm;
    - d) origin of steel: European Union;
    - e) steel sheets with material certification 3.1 in accordance with standard EN-10204 (sent to the Purchaser not later than 48 hours following the delivery);
    - f) melt number for the purpose of identifying each item of the Order;
    - g) numbers of the Purchaser's Orders on steel sheet labels and in other documents;
    - h) WZ documents and VAT invoices must contain the quantity of steel sheets in particular formats;
    - i) packing in packaging whose weight does not exceed 3.5t with wooden separators the size of 80x80x1000mm enabling forklift unloading;
    - j) packing in packaging whose height does not exceed 154 mm (steel sheets themselves);
    - k) preventing steel sheets in packaging from sliding by clipping the packaging with at least 2 metal bands (longitudinally and transversely).
  7. Irrespectively of provisions of Point 5, the Contractor is obliged to comply with conditions specified below for steel grades S315MC, S355MC, S420MC and S500MC used for SuperCor production, sheet width 1073mm:
    - a) compliance with relevant standards:
      - i. grade S315MC – EN 10149;
      - ii. grade S355MC – EN 10149;
      - iii. grade S420MC – EN 10149;
      - iv. grade S500MC – EN 10149;
    - b) thickness tolerance:
      - i. grade S315MC – class B – EN 10051;
      - ii. grade S355MC – class B – EN 10051;
      - iii. grade S420MC – class C – EN 10051;
      - iv. grade S500MC – class D – EN 10051;
    - c) width tolerance from -0mm to +2mm (edged steel sheet);

## VI. SUPPLY AND SALE OF GOODS.

1. The Contractor is obliged to submit the following for each batch of the ordered Goods:

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- d) certificate 3.1 as per standard EN 10204 including a declaration in the English language of increased impact, i.e. at least 40J at the temperature of -20 °C;
- e) confirmation of compliance of the Plant Production Control with requirements of the Polish Construction Standards and Technical Approvals, and marking with the construction mark "B".
8. Irrespectively of provisions of Point 5, the Contractor is obliged to comply with conditions specified below for steel grades S235JR and S355MC used for MultiPlate production, sheet width 1500 mm:
- a) compliance with relevant standards:
- grade S235JR – EN 10025;
  - grade S355MC – EN10149;
- b) thickness tolerance:
- grade S235JR – class A – EN 10051;
  - grade S355MC – class B – EN 10051;
- c) width tolerance from -0mm to +20mm (steel sheet with natural edges);
- d) certificate 3.1 as per standard EN 10204;
- e) marking certificates with CE mark for grade S235JR;
- f) confirmation of compliance of the Plant Production Control with requirements of the Polish Construction Standards and Technical Approvals, and marking with the construction mark "B" for grade S355MC;
- g) if indicated in the Order, a declaration in the English language of increased impact, i.e. at least 40J at the temperature of -20 °C;
9. Irrespectively of provisions of Point 5, the Contractor is obliged to comply with conditions specified below for steel grades S355MC, S420MC and S500MC used for UltraCor production, sheet width 1560mm:
- a) compliance with relevant standards:
- grade S355MC – EN 10149;
  - grade S420MC – EN 10149;
  - grade S500MC – EN 10149;
- b) thickness tolerance:
- grade S355MC – class B – EN 10051;
  - grade S420MC – class C – EN 10051;
  - grade S500MC – class D – EN 10051;
- c) width tolerance from -0mm to +20mm (steel sheet with natural edges);
- d) certificate 3.1 as per standard EN 10204 including a declaration in the English language of increased impact, i.e. at least 40J at the temperature of -20 °C;
- e) confirmation of compliance of the Plant Production Control with requirements of the Polish Construction Standards and Technical Approvals, and marking with the construction mark "B".
10. In case of Contracts involving the delivery of HelCor flanges, the Contractor is obliged to deliver Goods complying with the criteria and in a manner as specified below:
- a) steel sheet thickness: 10mm;
- b) internal flange diameter: 1000mm (R-500) depending on the ordered flange;
- c) flange width: 100mm;
- d) evenly distributed, bean-shaped openings on the perimeter of the whole flange; the openings should overlap if superimposed one upon another;
- e) flange parts must be graded;
- f) the Goods must be appended with a certificate for the material.
11. In case of Contracts involving the delivery of HelCor sheets, the Contractor is obliged to deliver Goods in coils the quality of S250GD or DX51D (St02) + Z600MA-C as per standard EN 10346.
12. In case of Contracts involving the delivery of bolts and nuts for MultiPlate, SuperCor and Ultracor products, the Contractor is obliged to deliver Goods complying with the criteria and in a manner as specified below:
- a) bolts, nuts and their descriptions shall be performed in accordance with drawings appended by the Purchaser;
- b) zinc coating in accordance with standard EN ISO 10684;
- c) quality certificate 3.1 in accordance with standard EN ISO 10204;
- d) CE certificate and appropriate marking of bolts and nuts in accordance with standard EN 15048-1;
- e) 100 units per package (bolts and nuts separately in bags and on pallets or in wooden boxes);
- f) the number of bolts and nuts in each delivery must be identical (unless the Order specified otherwise).
13. In case of Contracts involving the delivery of bolts and nuts for MultiPlate, SuperCor and Ultracor, the Contractor is obliged to provide the following together with the Goods:
- a) information of the zinc coating thickness (specifying the required value and the value confirmed by tests);
- b) certificates for bolt and nut strength test results.
14. In case of Contracts involving the delivery of regranulate, the Contractor shall be obliged to submit Goods compliant with the following criteria and in the following manner:
- a) the weight of a big-bag may not exceed 1t;
- b) each colour of regranulate must be delivered in a separate big-bag;
- c) a big-bag must be covered with foil reaching the pallet and wrapped in a foil stretch secured with a sticky tape to prevent it from unfolding;
- d) the regranulate must be uniform and free of impurities, clusters or other materials other than the ordered type of regranulate;
- e) descriptions on packaging and on WZ documents must specify the colour of regranulate, its trade name, delivery date and production batch.
15. In case of Contracts involving the delivery of ViaWall geonets, the Contractor shall be obliged to submit Goods compliant with the following criteria and in the following manner:
- a) roll size 1x100m;
- b) each roll must be marked with the product label and a colour tape: blue for TGU 60/30, yellow for TGU 80/30 and green for TGDG 120/30PE;
- c) roll width tolerance from -0mm to +5mm.

## VII. LIQUIDATED DAMAGES (CONTRACTUAL PENALTY).

1. Should the Contract be withdrawn by Contractor's fault, dissolving or terminate the Contract by Contractor for any reason, the Contractor shall pay liquidated damages (contractual penalty) to the Purchaser in the amount of:
- 10% of net value of the Contract if the above took place before the lapse of 5 days of its conclusion;
  - 20% of net value of the Contract if the above took place after 5 days of its conclusion.
2. Should the Purchaser withdraw from the Contract on the grounds of provisions under Section VIII, the Contractor shall pay liquidated damages (contractual penalty) to the Purchaser in the amount of 30% of the net value of the Contract.
3. In case of a delay to the delivery of Goods and/or performance of Services, the Contractor shall pay liquidated damages (contractual penalty) to the Purchaser in the amount of:
- 0,5% for each commenced day of delay in the first 14-day period of delay;
  - 1% for each commenced day of delay in excess of a 14-day period of delay.
4. In case of a delay to the removal of faults and/or defects, the Contractor shall pay liquidated damages (contractual penalty) to the Purchaser in the amount of:
- 0,25% for each commenced day of delay in the first 7-day period of delay;

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- b) 0,5% for each commenced day of delay in excess of a 7-day period of delay.
- The maximum amount of liquidated damages (contractual penalty) calculated in accordance with Point 3 and Point 3 shall not exceed amount of 25% of the net value of the Goods and/or Services to which the delay applies.
  - In case of the Contractor's breaching on any of obligations under Sections V and VI (excluding timely performance of obligations), the Contractor shall pay liquidated damages to the Purchaser in the amount of PLN 10,000 for each case of breach.
  - In case Contractor shall submit on the invoice bank account, which is not listed on the list mentioned in Section III.5 and Purchaser payment on such account, Contractor shall pay liquidated damage to the Purchaser in the amount of 19% of paid amount.
  - Charging liquidated damages (contractual penalties) as provided by this Section shall not exclude any other charges and/or claims from the Purchaser.
  - The Purchaser reserves the right to claim compensation exceeding the charged liquidated damages (contractual penalties) in accordance with the general rules of law.

## VIII. WITHDRAWAL FROM CONTRACT.

- The Purchaser has the right to withdraw from the Contract for the fault of the Contractor in the following circumstances:
  - in the event of commencing bankruptcy, restructuring, recovery or other similar proceedings by the Contractor;
  - in the event of seizure of the Contractor's receivables in the course of enforcement, security or other similar proceedings;
  - in the event of an untimely completion of the Contract, in particular as determined under Section VI.3;
  - in the event of delivery of Goods and/or Services whose quality is inadequate.
- The right to withdraw from the Contract as specified under Point 1.c – 1.d refers both to the affected part of the Contract and other parts of the Contract between the Parties and any other Contracts between the Parties.
- The Purchaser shall exercise the right to withdraw from the Contract as specified under Point 1 within 12 months of conclusion of the Contract, however not later than within 3 months of the Purchaser's acquisition of information authorising them to withdraw from the Contract.

## IX. ASSIGNMENT AND DEDUCTIONS.

- Deduction (assignment) of any of the Contractor's receivables from the Purchaser based on the Contract shall be unacceptable without a prior written consent from the Purchaser.
- The Purchaser is authorised to deduct receivables resulting from the warranty/guarantee and/or undue performance of the Contractor's obligations and receivables towards the calculated liquidated damages together with the Contractor's receivables from the Purchaser based on the Contract.

## X. CONFIDENTIALITY.

The Parties commit to keep confidential any and all information obtained from the other Party within the implementation of the Contract, in particular with reference to prices, discounts, rebates, volume of orders, recipients of goods and services.

## XI. FORCE MAJEURE.

- Force majeure means all circumstances beyond the control of the Parties, in particular fire, flood, flooding, natural disaster, epidemic, social unrest, strike, embargo, government intervention, a state of emergency, etc.

- In the event of force majeure, all terms and deadlines for fulfilling obligations shall be extended for the term of duration of the force majeure.
- If due to the force majeure either Party is unable to fulfill its obligation or the fulfillment of the obligation shall be not significant for any either Party due to its intended purpose, it is possible to withdraw from the contract without payment any contractual penalties not compensation.
- The exercise of the rights mentioned in Point 3 is only possible if the force majeure duration exceeds month and the performance of the obligation in its original form would expose beneficiary of this right to significant financial damage.
- The Party on which force majeure has an impact shall notify the other Party about the occurrence of force majeure with short description of the force majeure and its potential impact on the Parties obligations.

## XII. FINAL PROVISIONS.

- The Parties shall aim at amicable settlement of any possible disputes.
- The court with jurisdiction over the Purchaser's headquarters shall be the court competent to examine any possible disputes resulting from the conclusion and implementation of Contracts between Parties.
- Any and all Contracts between Parties, irrespectively of headquarters of the Parties, shall be subject to the Polish law, and in particular the Act of 23. April 1964 – Polish Civil Code and Act of 17. November 1964 – Polish Civil Procedure Code.
- The governing language of all contracts between Parties, irrespectively of their headquarters, shall be the Polish language. If any documents are prepared in two language versions and one of the versions is in the Polish language, the Polish language version shall be considered the governing version and its translation into the official language of the Contractor's headquarters shall not be required.
- If the Contractor made an Order in the Polish language, accepted an offer or/and signed a Contract in the Polish language, it is considered that the Contractor understands the Polish language within provisions of Article 8.1.a of the Regulation of the European Parliament and Council No. 1393/2007 of 13. November 2007 and therefore the submission of translations into the Contractor's official language is, as provided by the above Regulation, unnecessary and the Contractor has no right to refuse to accept any correspondence in the Polish language.
- Should any of the provisions of the General Conditions hereof be invalid or ineffective, it shall not affect the effectivity and validity of the remaining provisions of the General Conditions, and the content of the Agreement should be determined in such a way that it corresponds as closely as possible to the content of these provisions of the General Conditions.
- Any and all matters not referred to under the General Conditions hereof shall be subject to general provisions of the Polish law.
- General Conditions in version on 1. February 2023 r. shall apply from 1. February 2023 r.

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