

GENERAL TERMS AND CONDITIONS FOR DELIVERIES OF ECOMAL POLAND Sp. z o.o.

I. General

1. The following terms and conditions govern all invitations to conclude a contract, deliveries and services performed by ECOMAL Poland Sp. z o.o. (the "Supplier") to a company, a legal entity under public law or other business entity (the "Purchaser"). General terms of business of the Purchaser shall not apply, even if we do not expressly contradict them.

2. The Supplier's price details shall apply for 30 days from the moment of presenting an invitation to conclude a contract; in other respects such invitation shall be subject to change. The invitation to conclude a contract presented by the Supplier does not constitute an offer in the meaning of the Polish Civil Code. The obligation to deliver shall be defined by the order confirmation. The order placed by the Purchaser constitutes an offer in the meaning of the Polish Civil Code. The order shall only be deemed accepted upon dispatch thereof or upon dispatch of the goods.

3. Descriptions of work or services, brochures or similar articles which were presented by the Supplier before the contract is concluded, agreed measurements and weights shall not constitute any guarantees of quality or stability in the absence of written agreements but shall be merely descriptions of the products. If guarantees are given for quality or stability, these shall be provided by the Supplier with its own certificates.

4. Cost estimates, drawings and other documents shall remain the property of the Supplier and shall only be made accessible to third parties subject to the prior consent (of the Supplier). Drawings and other documents provided by the Supplier that are integral parts of the invitation to conclude a contract shall be returned upon request immediately if no order is placed. This shall apply accordingly to the documents of the Purchaser; however, it shall be possible to render these documents accessible to third parties on whom the Supplier has permissibly conferred deliveries or services.

II. Prices

Prices and fees quoted by the Supplier shall be subject to the addition of value added tax and apply upon delivery without assembly or installation, and are understood to be ex-works European central warehouse ECOMAL Kirchzarten, Germany (INCOTERMS® 2010). They shall not include packaging.

III. Retention of Title

1. The Supplier shall retain title to delivery (goods to which title is retained) until all claims to payment for the delivery have been fully satisfied. The retention of title shall also apply to replacement or exchange parts unless they become major components as a result of installation.

2. Whilst title to the goods is retained, the Purchaser shall be prohibited from pledging or from assigning the goods by way of security and shall only be entitled to resell during the course of regular business transactions and only on condition that the Purchaser receives payment from its own customer or contracts the retention of title.

3. a) If the Purchaser sells goods to which the title is retained, the Purchaser herewith now undertakes to assign its future claims to payment from the resale in respect of its own customer with all secondary rights – including payment balance requests – to the Supplier as security. The separate Purchaser's declaration will be provided with regard to a specific claim or category of claims immediately after specifying the claim and the customer. In the event of resale together with other items without any unit price agreement, the Purchaser undertakes to assign the Supplier that part of the total price corresponding to the price of the goods to which title is retained charged by the Supplier, with priority over the rest of the claim to payment that has not been assigned.

b) When substantiating justified interests, the Purchaser shall provide the Supplier with the information and documents required to assert its rights against the customer.

c) Until further notice, the Purchaser shall be authorized to collect the assigned payments from the resale. In the event of good cause, in the case the Purchaser contracts the retention of title, the Supplier shall be entitled to revoke the authority of the Purchaser to collect payment. Moreover, the Supplier shall be able to threaten to disclose the assignment within an appropriate set period of time, turn the assigned payments to account and require the Purchaser to disclose the assignment of security to its own customer.

4. a) The Purchaser shall be permitted to process, rework or combine the goods to which title is retained with other items. This shall be carried out on behalf of the Supplier. The Purchaser shall safeguard the new item free of charge for the Supplier and, in so doing, show the prudence of a diligent business person. The processed, reworked or combined articles shall be deemed to be subject to the retention of title.

b) In the case of a), the Supplier shall be entitled to co-ownership of the new item to the extent of the value of the processed, reworked or combined goods, to which title is retained, in proportion to the value of the remaining processed goods at the time of processing, reworking or combination. Should the Purchaser acquire exclusive

ownership of the new item, the Purchaser shall grant the Supplier co-ownership of the new item according to rule described in the preceding sentence.

c) In respect of the resale of the new item, the Purchaser herewith now undertakes to assign its claim to payment from its customer as security with all incidental rights. The separate Purchaser's declaration will be provided with regard to a specific claim or category of claims immediately after specifying the claim and the customer. The assignment, however, shall only be to an amount corresponding to the value of the processed, reworked or combined goods to which title is retained as billed by the Supplier. The fraction of the claim to payment assigned to the Supplier shall have priority over the Purchaser's claims to payment. In terms of the authorization to collect payment and the conditions for the revocation thereof, No. 3 c) shall apply accordingly. No. 4 c) shall apply accordingly to the claim to payment for combining the goods if the goods to which title is retained are combined with real estate or moveable assets.

5. In the event of attachment, confiscation or other dispositions or intervention on the part of third parties, the Purchaser shall immediately inform the Supplier thereof.

6. Should the Purchaser act in breach of contract, in particular if the Purchaser defaults on payment, the Supplier shall be entitled to take back the goods to which the title is retained. The Purchaser undertakes to surrender them. The taking back of the goods shall only signify a withdrawal from the contract if the Supplier explicitly declares so. Subject to a prior caution issued to the Purchaser, the Supplier shall be able to turn the goods to which title is retained to account and offset the proceeds thereof against the outstanding claims to payment.

IV. Terms of Payment and Delivery

1. Delivery is ex-works (INCOTERMS® 2010) European central warehouse ECOMAL Kirchzarten, Germany, excluding packaging.

2. Invoices shall be due for payment within 30 days after the date of issuance of the invoice.

3. It shall only be possible to offset payments and claims of the Supplier or to exercise a right to withhold payment if counterclaims are uncontested or have been established as final and absolute. In any event, to offset its payments or claims, the Purchaser has to obtain the Supplier's consent in writing.

4. Payment instructions, cheques and bills of exchange (only subject to prior agreement) shall only be accepted as payment if the Purchaser bears all expenses of collection and discount charges. The Purchaser shall only be entitled to granted discounts subject to full and correct acceptance of the order and timely payment.

V. Deadlines for Deliveries or Services

1. Compliance with agreed delivery deadlines shall require the due receipt of all documents to be provided by the Purchaser, any approvals and permits necessitated, in particular schedules and compliance with the agreed terms of payment and other obligations of the Purchaser. Otherwise, the deadline shall be duly prolonged, unless the Supplier is responsible for the delay.

2. Compliance with the deadline shall be deemed given:

a) upon delivery without installation or assembly if the fully operational consignment has been despatched or collected inside the agreed delivery or service deadline. If delivery is delayed for reasons for which the Purchaser is to blame, the deadline shall be deemed observed if readiness for dispatch has been notified by the agreed deadline.

b) upon delivery with installation or assembly, as soon as delivery has been effected inside the agreed set period.

3. If the failure to comply with the deadline for delivery or services is proven to be attributable to force majeure, which includes external, unforeseeable events, insofar as they are beyond the Seller's control, the deadline shall be duly prolonged. The same shall apply if, for other reasons, the Supplier fails to receive supplies on time from its own contractors, although it has made every effort to ensure such supplies. In the event of non-compliance with the set schedule for which the Supplier is responsible, the Purchaser shall be able, when substantiating default damages, to call for compensation for each full week of the delay of 0.5%, yet at most 5% of the value of that part of the delivery or service that could not be operated as required because individual associated parts were not completed on time. The Purchaser shall also be entitled to compensation for the delay if the force majeure as described above only arises after the originally contracted deadline has, through fault, been allowed to pass. Claims to compensation by the Purchaser for the delay in delivery that exceed the 5% ceiling specified in sentence 3, shall also be ruled out. This shall not apply in cases of wilful intent, gross negligence or in cases of injury to life or limb when liability is mandatory. The Purchaser shall only be able to withdraw from the contract subject to statutory regulations if the delay occurs due to the circumstances for which the Supplier is liable.

4. If dispatch or service is delayed at the request of the Purchaser, the Purchaser shall be charged warehouse fees of 0.5% but no more than 5% of the invoiced amount for every commenced month, beginning one month after notification of readiness for dispatch.

VI. Passing of Risk

Risk shall pass to the Purchaser as follows, even if carriage-paid delivery has been contracted:

a) upon delivery without installation or assembly if the ready-for-use consignment has been despatched or collected. At the request and expense of the Purchaser, even if the Supplier carries out transport itself or bears the costs thereof, the consignment shall be insured by the Supplier for breakage and damages during transport and from fire.

b) if despatch, delivery, start or implementation of installation or assembly is delayed at the request of the Purchaser or for reasons for which it is responsible, risk shall pass to the Purchaser for the period of the delay; nevertheless, the Supplier undertakes to procure the insurance cover required by the Purchaser at the request and expense of the Purchaser.

VII. Receipt

1. The Purchaser shall take receipt of the delivered items, even in cases of insignificant complaints.

2. It shall be permitted to deliver in instalments providing the instalment can be used by the Purchaser for the contracted intended purpose, the delivery of the remaining ordered goods is secured, and the Purchaser does not incur significantly more expense or additional costs as a result thereof (unless the Supplier declares its willingness to bear said costs).

VIII. Liability for Defects

The Supplier shall be liable for defects as follows:

1. The Purchaser shall inspect the delivered item or service immediately upon receipt and inform the Supplier immediately of any defect as specifically as possible in written form, at the latest 8 (eight) days after receipt. Should the Purchaser fail to make said notification, the item delivered or the service shall be deemed accepted and approved unless the defect is concealed. Should such defect only be revealed at a later date, written notification thereof shall be immediate, at the latest 8 (eight) days after discovery; otherwise, the delivered item or service shall be deemed accepted and approved, even in respect of the defect.

2. In the event of a serious defect in delivery or service, the Supplier shall be entitled to choose between remedying the defect or delivering a flawless item or providing a flawless service (supplementary performance). The right of the Supplier to refuse one of the two or both types of subsequent performance subject to statutory regulations shall not be affected hereby. The Purchaser shall grant the Supplier the amount of time and the opportunity it deems necessary to provide subsequent satisfaction. The Supplier shall be able to refuse to provide subsequent performance for as long as the Purchaser fails to meet the responsibilities to which it is obliged as defined in No. 3.

3. The Purchaser shall comply with its contractual duties for which it is responsible, in particular the agreed terms of payment. If notification has been made of a defect, the Purchaser shall be permitted to withhold payment in proportion to the defect in question. In the event defects are notified without justification, the Supplier shall be entitled to require the Purchaser to compensate for the expenses it thereby incurred.

4. If the Supplier allows an appropriate period of time set it to provide remedy to pass without correcting the defect, if subsequent fulfilment proves a failure or is impossible, the Purchaser shall be able to withdraw from the contract or call for a cut in payment (reduction). In the case of an insignificant defect, however, there shall be no right to withdraw from the contract.

5. Claims of the Purchaser derived from defects shall become statute-barred one year after delivery of the item and/or provision of the service. This shall not apply if the item delivered or the service provided has been used in the customary manner for a construction work, the faultiness of which caused the defect claimed.

6. If the Purchaser modifies the item delivered or the service without the consent of the Supplier or has an alteration carried out by third parties so that it becomes impossible or unreasonable to expect a defect to be remedied, any liability for defects shall no longer apply. In any case, the Purchaser shall bear the extra expense incurred in remedying the defect caused by the modification.

7. Claims of the Purchaser for expenses incurred through subsequent performance, in particular the costs of transport, travel, labour and material shall be ruled out insofar as these costs increase because the delivered item has been moved to a location other than the branch of the Purchaser and this relocation does not reflect customary use.

8. Claims to compensation for damages shall only be subject to Section X. Any further-reaching claims relating to a defect of the Purchaser against the Supplier shall be ruled out. The specific statutory regulations governing the ultimate delivery of the goods to a consumer (Purchaser's recourse pursuant to Articles 576¹ and 576² of the Polish Civil Code) shall not be affected hereby.

9. Nos. 1 to 8 shall apply correspondingly to those claims of the Purchaser for subsequent reworking generated by suggestions or advice provided under the contract or through the breach of secondary contractual obligations.

IX. Industrial Property Rights and Copyright

1. The Supplier represents that according to his best knowledge use of the Supplier's deliveries in line with the contract in the country of the destination will not infringe third parties' industrial property rights and third-party economic copyrights (referred to in the following as "industrial property rights"). Should a third party lodge justified claims against the Purchaser for the infringement of industrial property rights through the contractually used deliveries of the Supplier, the Supplier shall be liable to the Purchaser as follows, within the period set down in Section VIII No.5.

a) The Supplier is entitled to choose to acquire the right to use an infringing industrial property right concerning the deliveries in question with a possibility to grant a further such right to the Purchaser or to alter or exchange said deliveries in such manner that no third-party industrial property rights are infringed any longer. The item delivered, however, shall continue to fulfil the contractually agreed functions. If this is not reasonably possible for the Supplier, the Purchaser shall be entitled to withdraw from the contract or to claim reduction of payment.

b) The duty of the Supplier to pay compensation of damages shall be subject to the restrictions defined in Section X. Payment of damages in accordance with Section X exhausts all responsibility of the Supplier resulting from supply of deliveries infringing third parties industrial property rights.

c) The aforementioned obligations of the Supplier, indicated in No. 1 above, shall only prevail if the Purchaser does not acknowledge a breach to a third party without the consent of the Supplier. In any case, the Supplier retains the right to take all legal defence measures and negotiate a settlement. If the Purchaser ceases to use the delivered item in order to avoid payment of damages or for other good cause, the Purchaser undertakes to inform the third party that the discontinued use does not constitute any acknowledgment of a breach of industrial property rights.

2. Claims of the Purchaser indicated in No. 1 above shall be ruled out to the extent it is responsible for the infringement of industrial property rights including but not limited to when it was using delivery contrary to the contract.

3. Claims of the Purchaser indicated in No. 1 above shall also be ruled out if the breach of industrial property rights was generated as a result of special specifications of the Purchaser, by an application (of the delivered items) that could not be foreseen by the Supplier or if it was caused by the Purchaser modifying the delivered items or using them together with products that were not delivered by the Supplier.

4. In the event of breaches of industrial property rights, the regulations of Section VIII No. 3 shall also apply accordingly to the Purchaser's claims specified in No.1 a) above.

5. The Purchaser shall inform the Supplier immediately (not later than three days from the moment of obtaining information on the claims) in writing if claims to the infringement of industrial property rights are lodged against the Purchaser. Failure to meet the obligation set out in this point results in the loss of Purchaser's claims indicated in No. 1 above.

X. Other Claims to Compensation for Damages

The Supplier shall not be liable for a merely negligent breach of contractual duties other than major contractual duties. Major contractual duties shall be those the fulfilment of which is essential to the contract and that actually render proper contract implementation possible in the first place. Furthermore, the Supplier shall not be liable if its simple vicarious agents breach contractual duties through gross negligence.

Unless wilful intent is attributable to the Supplier, the Supplier shall only be liable for foreseeable damages that occur, typical for the contract. The liability under the Polish Civil Code provisions on product liability shall not be affected hereby; this shall also apply to liability for injury to life and limb for which any one party is responsible. When a guarantee has been assumed, the Supplier shall be liable subject to the statutory regulations.

Any claims to compensation shall become statute-barred inside the statutory deadlines.

XI. Jurisdiction and applicable Law

1. The sole place of jurisdiction for all disputes derived directly or indirectly from contractual relations shall be the Warsaw. The Supplier shall be able to address the respective court of law at the location of the head office of the Purchaser.

2. Contractual relations shall be subject to Polish law; the application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be ruled out.

XII. Binding Effect of Contract

Even in the event single parts of the contract prove to be invalid, the remaining parts thereof shall continue to be binding.

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