

## GENERAL TERMS AND CONDITIONS OF SALE

### ALVO Medical Spółka z ograniczoną odpowiedzialnością (formerly: ALVO Spółka z ograniczoną odpowiedzialnością Spółka komandytowa)

#### 1. General provisions

##### 1.1. Definitions:

- **GTCS** – The General Terms and Conditions of Sale of ALVO Medical Spółka z ograniczoną odpowiedzialnością. The GTCS shall not apply to the contracts and trade relations concluded with the Buyers of other entities in the ALVO Group.

- **Delivery of the GTCS** – shall occur at the moment of their sending to the Buyer in writing (or by email, providing that the email complies with the conditions specified hereinbelow in the definition of "written form"), together with the Order Confirmation.

- **Provision of the GTCS** – shall occur upon their sending to the Buyer by email, so that the Buyer can read their content.

- **Seller** – ALVO Medical Spółka z ograniczoną odpowiedzialnością, with its registered office in Śmigiel at 21a Południowa Street, entered into the KRS (National Court Register) under No. 0001007735 by the District Court of Poznań for the Nowe Miasto and Wilda district in Poznań, 9th Commercial Division of the National Court Register.

- **Buyer** – a person or entity placing an order based on the Seller's commercial offer.

- **Goods** – Products and Services included in the Seller's valid commercial offer, including their Documentation and necessary software.

- **Written form** – a form of text equivalent to the written form of text referred to in Art. 78 of the Civil Code, which shall be a message sent by email, providing that it contains data duly identifying the sender (full name, position, telephone number) and is sent from an email address containing the company domain of the Seller or of the Buyer. Messages sent by the Buyer to the Seller via fax shall carry the consequences of a written form of text only when confirmed by the Buyer in writing, upon first demand of the Seller.

- **Contract** – a transaction for the sale of Goods, concluded by the Order Confirmation pursuant to Section 3.1. hereof, or in specific cases by signing a separate written bilateral agreement.

- **Complaint Notification** – notification made in writing or by an equivalent electronic method with use of the form available on the Seller's website at [www.alvo.pl](http://www.alvo.pl), under "Service".

- **Civil Code** – the Civil Code Act of 23 April 1964 (Journal of Laws No. 16, item 93 as amended).

**1.2.** The following GTCS shall apply to all contracts concluded by the Seller resulting in the delivery of goods to the customer outside territory of Poland, both with respect to public orders and public-private partnership orders, and to transactions concluded with entrepreneurs (hereinafter referred to as "Contracts"). The GTCS shall not apply to transactions carried out through online shops and with respect to consumers within the meaning of Art. 22<sup>1</sup> of the Civil Code.

**1.3.** For Contracts concluded under the Public Procurement Act, the GTCS shall apply only when they constitute part of a written tender by the Seller and are not contrary to the requirements of Public Procurement Law.

**1.4.** The General Terms and Conditions of Sale shall be binding for the Buyer providing that they have been delivered/provided to the Buyer not later than on the date of Contract conclusion. If the Seller and the Buyer have stable business relations, the GTCS shall be binding for the Buyer without the necessity of always having been delivered/provided to the Buyer before the conclusion of each subsequent Contract, providing that they were duly delivered/provided prior to the conclusion of the first

Contract. Nevertheless, any amendment to the GTCS affecting the rights and obligations of the Buyer shall result in the necessity of repeated delivery/provision of the GTCS.

**1.5.** In the case of discrepancies between the GTCS delivered/provided to the Buyer and the content of the GTCS presented on the Seller's website, the GTCS delivered/provided to the Buyer along with the Order Confirmation shall be binding.

**1.6.** The Seller shall not be bound by the terms and conditions of purchases/orders/transactions made by the Buyer to such an extent that they become contrary to the GTCS. Otherwise, such terms and conditions may be binding for the Seller, provided that they have been confirmed in writing by duly authorised representatives of the Seller.

**1.7.** Any deviations from the GTCS shall be acceptable provided that the clear consent of the Seller has been obtained and confirmed in writing by duly authorised representatives of the Seller.

**1.8.** In the event of discrepancies between the provisions of individual documents for a given transaction, the Seller shall determine the order of precedence that shall be binding for both Parties:

- a) Contract (if it concluded in the form of a separate document);
- b) Order Confirmation by the Seller;
- c) GTCS;
- d) Buyer's Order.

**1.9.** Only persons disclosed as the Seller's representatives – according to the valid content of information corresponding to a valid extract from the Register of Entrepreneurs (available at <https://ems.ms.gov.pl/>) or other persons holding power of attorney granted by the persons listed in the KRS shall be authorised to sign Contracts on behalf of the Seller, in accordance with the Seller's rules of representation.

**1.10.** All authentic language versions hereof shall be binding, i.e. those prepared by the Seller or to the Seller's order.

#### 2. Orders

**2.1.** All Orders shall be made in writing, or else shall be null and void, and shall be subject hereto.

**2.2.** The Buyer shall place Orders in writing, based on the commercial terms proposed to the Buyer by the Seller, to the following address: ALVO Medical Spółka z ograniczoną odpowiedzialnością, ul. Południowa 21a, 64-030 Śmigiel, or by email to: [office@alvo.pl](mailto:office@alvo.pl) or to any other addresses, as agreed with the Seller in advance.

**2.3.** Any of the Seller's catalogues, presentations or materials, including those that have the characteristics of an offer (including the word "offer"), addressed both to the public and to a specifically indicated Customer/Contractor, shall be of only an informative nature, not binding for the Seller, and shall constitute only an invitation to place Orders. They shall not constitute an offer within the meaning of Art. 66 et seq. of the Civil Code, unless the Seller has expressly agreed in writing to treat them in this manner.

**2.4.** For Orders placed based on the commercial terms of the Seller stipulated in a specific commercial offer, the identifying number of such offers shall be specified. The commercial terms presented by the Seller in its offers are prepared for Orders covering an entire specific offer. Any changes in the type, parameters or quantities of Goods may result in a change in prices and other commercial terms, including the delivery date.

#### 3. Order Confirmation/Contract

**3.1.** The Contract requires the written consent of both Parties and shall be concluded upon acceptance of the Order, understood as receipt of the Order Confirmation by the Buyer or on the date of compliance with other terms and conditions of the Contract agreed earlier between the Parties, unless the Parties agree otherwise.

**3.2.** Placement of an Order shall not equate to Contract conclusion. Contract conclusion shall always take place only as a result of the sending of the Order Confirmation to the Buyer, by the Seller. In the event of any discrepancies between the terms of a commercial offer presented by the Seller and those included in the Order Confirmation, including with respect to Goods descriptions, the Order Confirmation shall be binding, in accordance with the order of precedence of the documents as specified in Section 1.8 hereinabove.

**3.3.** In the event of insignificant differences between the content of the Order and the Order Confirmation, the Contract shall become effective under the terms set forth in the Order, taking into account the reservations included in the Order Confirmation, unless the Buyer specified in the Order that it can be accepted only without reservations, or if the Buyer objects immediately but not later than within 3 working days to the inclusion of the reservations in the Contract. In the event of significant differences or a condition or objection raised by the Buyer, as referred to hereinabove, the Contract shall become effective only upon agreement by the Parties in writing or as a result of confirmation by the Seller of the changed Order of the Buyer.

**3.4.** If the Seller receives an Order or another offer for Contract conclusion within the range of its business activity from an entity with whom it has stable economic relations (an entrepreneur), failure to immediately accept the offer (to issue an Order Confirmation) by the Seller shall not equate to acceptance. The Buyer's reservations, whose core function would be to impose on the Seller the obligation to respond to the offer (Order) within a specific time limit or else have it deemed as having been accepted, shall not be binding.

**3.5.** The Seller excludes the possibility of implied Contract conclusion in any event. In particular, commencement of the Contract's execution by the Seller shall not constitute Contract conclusion.

**3.6.** Upon Contract conclusion, the Buyer shall have no right to withdraw from it, except in the cases defined by in mandatory rule of law. Complete or partial termination of the Contract, including the limitation of Deliveries, shall always require the Seller's consent, granted in writing through duly authorised representatives.

#### **4. Deliveries**

**4.1.** The Seller shall bear the costs of loading, transportation and insurance, as well as the risk of loss or damage/deterioration only until the completion of Goods' loading to the first carrier (FCA Śmigiel, in accordance with the currently applicable INCOTERMS – International Commercial Terms). At that moment the Delivery shall be deemed to have been completed, and the Seller released from further liability for the transportation and unloading of Goods.

**4.2.** Order execution shall commence the moment that any technical and commercial doubts have been clarified and upon payment of the full advance by the Buyer, if this has been agreed by the Parties in advance.

**4.3.** The Buyer shall be obliged to thoroughly analyse the Order Confirmation. In case of any inconsistencies, the Buyer shall be obliged to immediately notify the Seller of such in writing or by email.

**4.4.** Time limits for Deliveries shall be counted from the day following the date of Order Confirmation. Deliveries shall be performed without undue delay. Time limits stated in the Order Confirmation may be subject to change according to circumstances occurring upon acceptance of the Order by the Seller, and which may justify their change, including as a result of: the action or omission of the Buyer; the occurrence of other circumstances attributable to the Buyer, or force majeure, in particular: fortuitous events; strikes; revolts; wars etc, including states of emergency, acts of terror, fires, natural disasters, explosions, sabotage, failures, as well as circumstances arising from the necessity to comply

with the orders of public authorities, acts and other legislation, or from conflict with employees, lock-outs or court orders and other acts of public authorities beyond the control of the Seller, as well as disruptions in the supply of utilities, other services, raw materials, materials, components and equipment necessary for Order completion.

**4.5.** If the Buyer fails to report any inconsistencies between the Order and the Order Confirmation, as referred to in Section 4.3 hereinabove, the Buyer shall assume the full risk of the transaction and shall not make any allegations against the Seller in terms of the inconsistency of the Delivery with the Order. The foregoing shall not deprive the Buyer of the possibility of making claims or allegations for defective Goods; however, the assessment of the validity of such claims or allegations shall be made by the Parties based on the content of the Order Confirmation.

**4.6.** If the Buyer utilises the possibility referred to in Section 4.3 hereinabove, Delivery will be suspended until the procedure referred to in Section 3.3. of the GTCS has been exhausted.

**4.7.** The Seller shall have the right to perform partial Deliveries, unless the Buyer's Order expressly specifies the requirement of a full (complete) Delivery.

**4.8.** The Seller shall have the right to block the Order or to suspend the Delivery of Goods or the provision of Services if the Buyer exceeds their credit limit or fails to pay any receivables due to the Seller on time. The above rights of the Seller shall apply to all Contracts concluded with the Buyer and shall last until the aforementioned reasons for the blockade or suspension have ceased. In such cases, the previously agreed time limits for Order completion shall be extended accordingly.

**4.9.** If it is not possible to execute Delivery on time due to any reasons attributable to the Buyer, including if upon receipt of information on the readiness of Goods for shipment the Buyer fails to ensure acceptance of the Delivery from the carrier, irrespective of the right referred to in Section 4.1 hereinabove, the Seller shall have the right to place the Goods in a relevant storage facility/warehouse at the Buyer's cost and risk. In such cases, Delivery shall be deemed complete and the Buyer shall be obliged to pay for the Goods (Delivery by default). The Seller shall be obliged to provide the Buyer with documents allowing for the collection of the Goods delivered in the aforementioned manner, including for their retrieval from the storage facility/warehouse. The Seller may suspend the release of the aforementioned documents until full payment is received for the Goods.

**4.10.** The Seller reserves the right to introduce changes in the structure, material selection, specifications and workmanship of the Goods, and also upon sending the Order Confirmation, providing that such changes serve the purpose of technical development of the products and are of justifiable benefit to the Buyer, and at the same time that they fully meet the Buyer's needs and do not lead to a change in the agreed price. In such cases, with sufficient advanced notice (adequate to the Delivery time limit), the Seller shall notify the Buyer of the validity of the introduction of a relevant modification. In such case, the Buyer shall attain the rights referred to in Section 3.3. hereinabove.

#### **5. Price and payment terms**

**5.1** The prices included in any and all of the Seller's offers are only of an informative nature.

**5.2.** Only the prices included in the Order Confirmation are binding, which are the prices for the Goods released to the first carrier, including the costs of loading, transportation and insurance that the Seller has incurred so far (FCA Śmigiel, in accordance with the applicable INCOTERMS).

**5.3.** The price agreed in the Order Confirmation shall be the price guaranteed for a period of up to four months from the date of the Order Confirmation. If the Delivery of Goods is delayed by over four months due to any reasons attributable to the Buyer, the Seller shall reserve the right

to a unilateral increase in the price, proportionately to the increase in costs of production or Delivery of the ordered Goods, calculated for the time of their actual Delivery.

**5.4.** Unless the Order Confirmation specifies otherwise, the price shall also include the costs of packing. Packages or other packaging materials shall not be returned, apart from cases when such an obligation results from the mandatory rule of law.

**5.5.** Payment shall be made in full in PLN, unless the Parties previously agree otherwise in writing, within the payment term specified in the Order Confirmation. The payment date shall be the date of crediting of the Seller's account.

**5.6.** When the Buyer makes the first transaction with the Seller, the Seller shall have the right to request information on the Buyer's enterprise, in particular its KRS number, NIP/REGON number, as well as other documentation identifying the Buyer in legal transactions, in order to verify the Buyer.

**5.7.** Irrespective of any other rights hereunder, the Seller shall retain the right to charge interest on any overdue amounts, in an amount consistent with the statutory interest rate published by the Council of Ministers, applicable in the period of the delay.

**5.8.** The Buyer may be granted a credit limit in an amount specified by the Seller in writing. At any time, the Seller shall have the right to unilaterally change the amount of the granted credit limit.

#### **6. Force majeure**

**6.1.** In the event of circumstances beyond the control of any of the Parties, in particular: fortuitous events, strikes, revolts, wars, acts of terror, fires, natural disasters, explosions, sabotage, failures, as well as those resulting from the necessity to comply with the orders of public authorities, acts and other legislation, or from a conflict with employees, lock-outs or court orders, execution of the Contract shall be suspended in full or in a relevant part until the aforementioned circumstances have ceased. The Parties undertake mutually to immediately inform each other of the occurrence of such circumstances and of their consequences for the Contract.

**6.2** Should the suspension of execution of the entire Contract in whole or in part due to an act of force majeure last longer than 3 months, each Party shall have the right to immediately withdraw from the Contract or to terminate it without any negative consequences for the Party, with written notification to the other Party. Whatever the Parties provided to each other until that point shall be returned, providing, and to the extent that, the purpose of such provision has not been achieved.

**6.3.** With respect to the Seller, force majeure within the meaning of Section 6.1. hereinabove shall also be deemed to include circumstances surrounding the Seller's suppliers and supporting business entities, including utilities providers (electricity, water, gas, telecommunication services etc).

#### **7. Transfer of risk and ownership**

**7.1.** The risk of loss or damage to/deterioration of the Goods, as well as the risk of any damage resulting from the possession and use of the Goods shall be transferred to the Buyer upon their loading onto any means of transport of the first carrier (including the Delivery, by default, as referred to in Section 4.9 hereinabove).

**7.2.** The Buyer shall ensure the quantitative and qualitative acceptance of the Goods, including their examination in a manner customary for the kind of Goods delivered, during their unloading or not later than within 7 days from the Delivery date. Within a subsequent 7 days, the Buyer shall have the right to raise Objections to the Delivery, wherein the Buyer shall indicate the type of defects or inconsistencies with the Contract and shall document them properly. The Objections shall be examined by the Seller

without undue delay. In the event of positive verification of the Objections, the Seller shall immediately repair, replace or complete the Goods delivered.

**7.3.** Failure to raise Objections within the aforementioned time limit shall mean that the Seller's liability for the Goods shall be limited to the liability under the Warranty referred to in Section 8 hereof.

**7.4.** Deficiencies in quantity, as well as insignificant damage to the Goods that can be repaired, shall not entitle the Buyer to withdraw from the Contract in full or in part. If the damage proves to be significant, the Seller shall have the right to withdraw from the Contract, if the cost of repairing the damage is very high compared to the value of the damaged Goods.

#### **8. Warranty**

**8.1.** The Seller (Guarantor) disclaims its liability under statutory warranties for the Goods sold to the maximum extent allowed by the currently applicable legal regulations or customs with the force of law, or guidelines resulting from binding judicial decisions, and remains to be bound only by the following conditions of the Quality Warranty.

**8.2.** The Seller shall grant a Quality Warranty for the Goods sold, guaranteeing the possibility of their correct use (i.e. use consistent with the specifications, operating manual or other Documentation) by any legal user, under the terms and conditions specified in this card. The Warranty shall be valid in all countries where the Seller operates its business. The Warranty shall cover only Goods purchased by their Buyers (in which defects/irregularities have been found) as new and unused.

**8.3.** The Quality Warranty is valid for Goods delivered by the Seller for 12 months from the date of the Seller's invoice, unless the Sales Contract or other superior document according to clause 1.8 provides otherwise.

**8.4.** The Warranty shall cover defects caused by errors in construction, workmanship or material defects. The Seller shall not be liable under the Warranty if the defects result from incorrect operation or use of the Goods, and in particular from violation of the principles of their correct operation, maintenance, cleaning, disinfection, storage, warehousing and relocation, installation and erection/assembly as specified in the operating manuals or other Documents delivered to the Buyer, or customarily adopted for Goods of a specific type, including from the commonly accepted principles of technology (according to current knowledge).

**8.5.** The Warranty shall not include apparent defects that the Buyer could have discovered by exercising due diligence at the time of the Goods' release, including when exercising the obligations of their acceptance and examination given in Section 7.2 hereinabove.

**8.6.** The Warranty shall not cover the replacement of consumable items i.a. external electric cables, accumulators, batteries, seals, filters, tubes for water and other elements of this type supplied and properly installed by the Seller, as well as the service and maintenance, if not resulting from defects in Goods.

**8.7.** To keep the products in proper technical condition in the term of their use, the Buyer shall provide annual technical inspections. The inspections shall be performed by representative of the Buyer or ALVO authorized service at the Buyer's expense based on current rates This provision applies only to the products for which this requirement is explicitly stated in their manuals or other documents delivered to the Buyer.

**8.8.** Under the Warranty, the Seller shall provide: 1. Free shipment of defective parts for self-replacement by the Buyer's representative based on the knowledge acquired at the seller's service training course and/or with his remote support. 2. Alternatively, replacement of the defective Goods with new, defect-free items. The Seller shall decide whether the defective Goods are to be repaired or replaced. If the remedy of a defect in the manner specified hereinabove is too difficult, time-consuming or

creates irrational costs for the Seller, the Seller may withdraw from the Contract by submitting a relevant declaration to the Buyer, not later than within 7 days from the date of receipt of the Complaint Notification.

**8.9.** If the Buyer's representative does not have the knowledge required to perform the repair correctly, he should contact the Seller before starting the repair.

**8.10.** If the defect has not been successfully remedied despite attempts by the Buyer to repair it, a visit by the Seller's representative at the Buyer's expense is permissible on the basis of a separate offer.

**8.11.** The Buyer assumes full liability for damage or injury resulting from the improperly maintenance performed by the Buyer's representatives.

**8.12.** The Buyer shall make complaints in writing e-mail directly to service@alvo.pl or to the Area Manager,. The minimum content of a Complaint Notification shall include the data identifying the Goods, including: the serial number of the product, the transaction's invoice number, the date of the defect's discovery, a detailed description of the defect itself, as well as the circumstances of its discovery.

**8.13.** Complaint Notifications shall be sent immediately, not later than within 7 days from the date when the defect was detected, under pain of losing Warranty rights.

**8.14.** If the Buyer, without the prior written consent of the Seller, performs any hardware, electronic or IT integration of purchased goods with hardware or goods purchased from third parties he loses the Warranty. Unauthorized integration, due to differences in design and construction, might cause the loss of functionality, usability, or malfunctioning of the Goods, in which case the Seller is released from any liability in this regard. The consent of Seller for integration will each time be granted only upon the written request from the Buyer after positive verification of hardware compatibility with products and goods of third parties, provided that the Buyer will present adequate documentation of these products. The cost of verification of hardware compatibility is payable and will be determined in each case individually with the Buyer.

**8.15.** The Seller shall be obliged to consider the Complaint within 14 working days from the date of its effective receipt, however not earlier than within 14 working days from the day the Buyer met all the conditions referred to in this warranty document.

**8.16.** When the Complaint has been admitted, the discovered defects/inconsistencies of the Goods shall be removed immediately, within a time limit taking into account the type and size of the defects and the method of their removal, including in particular the terms of dispatch of parts, repair or replacement of the Goods.

**8.17.** Upon expiry of the Warranty period, or in cases when a Complaint has not been accepted, the Seller shall provide a standard Post-Warranty Service against payment (in accordance with the applicable price list).

**8.18.** The Seller reserves the right to establish individual warranty conditions in relation to individual Goods or groups of Goods, in which case they shall be each time included in a separate warranty document transferred to the Buyer. In case of discrepancies between the warranty terms and conditions described in GTCS and a separate warranty document, the terms indicated in the warranty document shall prevail.

**8.19.** The sales contract or any other document confirming conclusion of the Contract constitutes at the same time a warranty document, but additionally, at the request of the Buyer, the Seller shall issue, together with the Goods, a separate warranty document (warranty card) constituting confirmation of warranty terms and conditions described in these GTCS, as well as possible additional arrangements made individually between the Seller and the Buyer.

**8.20.** The Buyer or any other party commissioning the rectification of the defect or any other action concerning the Goods of

maintenance/service/verification nature shall be obliged to ensure availability of the place or facility where the Goods subject to the Notification are located within the time agreed with the Seller, under pain of the right to claim reimbursement from the Seller for the costs of travel and business trips of the service personnel. In the case of lack of availability of the facility and/or Goods, which prevented performance of maintenance activities and/or removal of defects, it shall be deemed that it occurred for reasons beyond the control of the Seller, who shall not be liable in such case for failure to meet the deadlines for defect removal.

## **9. Intellectual Property Rights**

**9.1.** Any intellectual property rights held by the Seller on the Goods and Services that the Seller offers, including their Software and Documentation, and in particular any plans, estimates, patterns, other technical documents, commercial materials including catalogues, folders, brochures, photographs, descriptions etc, shall remain the Seller's exclusive property, or shall be used by the Seller under a licence granted by an authorised entity and are not transferred to the Buyer with the Goods/Services and their Documentation and Software.

**9.2.** With the purchase of Goods, the Buyer obtains a non-exclusive licence to utilise the rights referred to in Section 9.1. hereinabove to such extent and in such fields as are necessary for the correct, intended use of the Goods. The exercise of such rights by the Buyer shall not damage the justified interests of the Seller, and in cases of doubt, shall always be agreed with the Seller. Copying of the Documentation and copying or multiplication of the Software or its code, or translation of its form, as well as provision of either to any third parties, shall always require the separate written consent of the Seller (or other authorised entity), apart from cases referred to in the mandatory rule of law.

**9.3.** The Buyer shall not transfer the licence referred to in Section 9.2. hereinabove to other persons.

## **10. Limitation of Liability**

The aggregate liability of the Seller to the Buyer for any damage, claims or other demands connected with or arising out of the concluded Contract (including under recourse), shall not exceed the amount of the Contract Price. Notwithstanding the foregoing, the Seller's liability shall not include: the loss of profits, loss of contracts, loss of use, loss of data or any consequential or indirect losses, or any losses or damage of any type, due to any reasons except for the cases referred to herein.

## **11. Final Provisions**

**11.1.** As part of and for the purposes of Contract completion, the Seller shall be entitled to process the Buyer's information and data, including data that constitute company-classified information of the Buyer within the meaning of Art. 11(4) of the Act on Combating Unfair Competition, as well as the personal data of the Buyer's representatives/employees. The administrator of the personal data of the persons conducting business activity shall be ALVO Medical Spółka z ograniczoną odpowiedzialnością, with its registered office at Śmigiel (63-030), ul. Południowa 21a. Personal data shall be processed for the purposes of contract execution and financial and accounting settlements. Provision of the data is mandatory and results inter alia from the provisions of the Accounting Act. The persons that the data relate to shall have the right to access the content of their data and to correct it. The data shall not be provided to entities other than those entitled to receive it under law.

**11.2.** The Seller shall have the right to insure all transactions (Contracts) with the Buyer and to provide any necessary details of the Buyer for this purpose to the insurer, and the Buyer consents to this. In addition, the Seller shall have the right to request the Buyer to provide personal or material payment guarantees.

**11.3.** In the event of the unilateral termination of the Contract or its non-performance or improper performance by the Buyer, the Buyer shall cover all resulting damages incurred by the Seller, with no limitation on the amount.

**11.4.** If any of the provisions hereof should be rendered invalid, on any legal basis, the remainder of the GTCS shall continue to be binding and the Contract itself shall remain valid and effective.

**11.5.** The Buyer shall have the right to assign and transfer the obligations under the Contract concluded with the Seller, including those specified herein, only with the explicit written consent of the Seller.

**11.6.** Without the written consent of the Seller, the Buyer shall not utilise the right to retain or deduct any receivables arising out of or connected with the contract. This shall apply in particular to any possible liability claims.

**11.7.** Headlines of individual sections, paragraphs and points hereof are for convenience only and shall not affect the interpretation of the Contract.

**11.8.** Any declarations, notifications, claims and demands related to the Contract shall be prepared in writing, unless provided for otherwise herein.

**11.9.** Both these GTCS and the Contract shall be construed in accordance with the law of the Republic of Poland, except for the provisions of the United Nations (Vienna) Convention on Contracts for the International Sale of Goods (CISG).

**11.10.** Any disputes arising from or in connection with the Contract shall be subject to the jurisdiction of the courts in Poland, and shall be settled by a court of competent jurisdiction to the registered office of the Seller. The Seller shall retain the right to initiate proceedings against the Buyer according to the jurisdiction and competences determined based on the registered office or place of residence of the Buyer, or of any other place where the Buyer performs its activities.