



**WASIAK GROUP SPECIFIC PURCHASING TERMS AND CONDITIONS**  
**concerning purchase of equipment, machinery and production lines**

**I. SCOPE**

1. These Wasiak Group Specific Purchasing Terms and Conditions concerning purchase of equipment, machinery and production lines (hereinafter referred to as: **STCs**) supplement the Wasiak Group General Purchasing Terms and Conditions (hereinafter referred to as: **GTCs**). They concern contracts for the purchase of machinery, equipment and complete or integrated production lines (hereinafter: **Industrial Equipment**) and include all related services, including in particular their planning, construction, manufacture, delivery, activation, installation, dismantling or servicing, maintenance or modernization (hereinafter referred to as: **Deliveries or Services**), which are performed for the benefit of Wasiak Group companies with registered offices in Poland, i.e.: Wasiak S.A, Wasiak Industry Sp. z o.o., Wasiak Technology Sp. z o.o. and Wasiak Beteteiligungs-GmbH Sp. z o.o. Branch in Poland (hereinafter referred to collectively as: **Purchaser**) by their contractors (hereinafter referred to collectively as: **Contractor**).
2. Unless otherwise agreed, the **STCs** shall apply to all contracts for the purchase of **Industrial Equipment**. The **STCs** shall apply at the latest upon the conclusion of the contract between **the Purchaser** and **the Contractor** (hereinafter referred to collectively as: the **Parties** or individually as: the **Party**), submission of the order by the **Purchaser**, as well as upon the preparation and submission of offers by the **Contractor** in response to the **Purchaser's** request for quotation.
3. These **STCs** shall apply as provided to the **Contractor** upon execution of the contract. An up-to-date version of the **STCs** will be available at any time on the wasiak-gruppe.com website.
4. These **STCs** constitute a document supplementing the purchase contracts concluded between the **Parties** and also apply to similar contracts without the need of referring to them in each individual case.
5. These **STCs** are binding, unless other provisions are agreed in writing between the **Parties**. The provisions of the order and detailed terms agreed in writing with the **Contractor** shall take precedence over the provisions of these **STCs**.
6. When executing the order, the **Contractor** assumes all obligations arising under these **STCs**.
7. Unless otherwise agreed by the **Parties** in writing under the pain of nullity, the use of any **Contractor's** contractual templates shall be excluded.

**II. THE BASIS OF THE CONTRACT**

1. The **Parties** will separately determine in the contract the details regarding **Deliveries** or **Services**. The contract shall specify the scope of **Services**, including all services relating to the construction, manufacture, engineering, finishing and delivery of **Industrial Equipment**.
2. The purchase of **Industrial Equipment** shall take place based on a contract and documents constituting an integral part thereof i.e.:
  - a) **Purchaser's** order,
  - b) contractual and technical documents as required by the offer such as required certificates, compliance with standards, approvals and etc.,
  - c) the present **STCs**,
  - d) **GTCs**.

3. The **Contractor** is responsible for obtaining and submitting the relevant technical documents regarding the **Industrial Equipment**. All deliveries connected with performance of the contract shall be in accordance with European and national laws, regulations and guidelines.
4. The **Contractor** undertakes to perform all deliveries and services in a correct manner and in accordance with the current state of knowledge.
5. Unless expressly agreed otherwise, all documents, including technical documentation, should be drafted in Polish.
6. The INCOTERMS in the version valid at the time of the conclusion of the contract shall apply to the interpretation of the trade clause.

### III. OFFER

1. All the **Contractor's** offers are free of charge and not binding on the **Purchaser**.
2. If the **Purchaser**, together with the inquiry, sends the form for submitting offers used in the Wasiak Group to the **Contractor**, all the **Contractor's** offers must meet the requirements contained in this form.
3. Orders, contracts and other declarations shall be made in writing. A written form means the written form within the meaning of Article 78 of the Polish Civil Code, unless the content of the **STCs** provides otherwise. The submission of a declaration by the **Customer** or the **Supplier** via e-mail is considered as equivalent to the written form. The Purchaser's silence in response to the submitted offer does not constitute acceptance by the Purchaser.

### IV. SUBJECT MATTER OF THE CONTRACT

1. The **Contractor** will provide best quality **Industrial Equipment** in accordance with the order placed and the offer of the **Contractor** accepted by the **Purchaser**. In particular the **Contractor** confirms that the delivered **Industrial Equipment** will meet the requirements of the Machinery Directive WE 2006/42/WE in its current version along with the relevant standards and will meet the safety and hygiene requirements for the use of work equipment by employees governed by Directive 89/655/EEG.
2. By performing the contract or order, the **Contractor** accepts the present **STCs** in full. In case the **Contractor** does not consent to the aforementioned **STCs**, the **Contractor** is obliged to notify the **Purchaser** of this fact in writing immediately, but not later than before the conclusion of the contract, performing the service or accepting the order. In such case, the **Purchaser** reserves the right to withdraw the order as well as to terminate the contract.
3. The **Contractor**, along with the delivery of purchased **Industrial Equipment**, will provide the **Purchaser** with warranty certificates, approvals, quality cards, other certificates and all technical documentation, in particular the required declaration of conformity. The declarations of conformity shall be provided by the **Contractor** to the **Purchaser** at the latest on the date of acceptance of the **Industrial Equipment** by the **Purchaser**. Failure to provide the **Purchaser** with such documents shall be construed as a default in the **Contractor's** performance of the contract. The indicated documents may be submitted in electronic form.
4. In order to give chronology to the validity of such documents, the following order shall be adopted for the interpretation of the contract between the **Contractor** and the **Purchaser**:
  - a) contract / order placed by **Purchaser**,
  - b) the accepted request for quotation/offer taking account the technical conditions and quality standards specified for the **Industrial Equipment**,
  - c) the present **STCs**,
  - d) **GTCs**.

### V. RANGE OF SERVICES

1. The scope of the **Contractor's** services shall include the construction, manufacture, installation, launch, testing and delivery of **Industrial Equipment**, including all parts necessary for its failure-free and long-term operation.
2. The **Contractor's** service must comply with all legal and non-legal regulations, in particular with regard to the subject matter of the contract, health and safety, safety of machinery, equipment and environmental protection:
  - a) The **Contractor** is obliged to instruct and train employees in such a way as to guarantee failure-free operation and maintenance of the **Industrial Equipment**.
  - b) The **Contractor** undertakes to submit to the **Purchaser** a list of spare parts for all consumables and wearing parts, as well as for spare parts required for periodic maintenance and repair work, at the latest upon the final acceptance of the subject matter of the contract.
  - c) The **Contractor** will provide the **Purchaser** with an appropriate price list. Spare parts lists must be explicit and complete so that the **Purchaser** may have the opportunity to make an alternative enquiry and order with a third party.
3. In addition to the above services, the following services are also included in the contract and the **Contractor's** offer:
  - a) delivery and installation of the **Industrial Equipment** at a place and within time limits set forth in the agreed contractual terms and at the costs of the **Contractor**.
  - b) transport of the **Industrial Equipment** to the place specified by the **Purchaser**, including its appropriate packaging to protect against possible damage during the transport.
  - c) proper disposal of packaging materials at the **Contractor's** expense while the materials will remain the property of the **Contractor** unless the **Parties** agree otherwise;
  - d) arranging for loading and unloading of the **Industrial Equipment** at the place of delivery, including intermediate transport until the installation.
  - e) complete installation of the **Industrial Equipment** together with its first activation and the performance of the first test exploitation of the **Industrial Equipment** in terms of meeting the **Purchaser's** technical requirements to which the **Contractor** has committed itself.
4. The **Purchaser** reserves the right to make amendments to the subject matter of the contract, in particular its technical improvements and the scope of the delivery as well as the delivery date. Costs arising out of additional technical amendments will be based on a breakdown of additional costs to the main offer and the **Contractor's** calculation. The **Contractor** undertakes to provide a detailed calculation of the offer at the **Purchaser's** request.
5. Any technical changes of **Industrial Equipment**, in particular those that affect the delivery and acceptance date, must be agreed in writing and approved by the **Parties** prior to their implementation.
6. Drafting and submission of supplementary offers is free of charge for the **Purchaser**.
7. Consent to different or additional services shall be granted in writing by a way of an annex to the contract or change of the order by the **Purchaser**. A declaration submitted by e-mail is considered equivalent to the written form.

## VI. THE PURCHASER'S INTERACTION

1. The **Contractor** undertakes to examine the place of delivery and the place of installation of the **Industrial Equipment** in order to familiarize itself with the local conditions. The **Purchaser** will enable the **Contractor** to conduct an onsite inspection and provide the necessary information required to submit the offer whenever it is possible. In the event of uncertainty or possible risk in the performance of the subject matter of the contract, the **Contractor** should indicate it in its offer.

2. If for completion of the Industrial Equipment it is necessary to have access to utilities, i.e. to electricity, water, etc., the **Contractor** shall agree this with the **Purchaser** at the place of delivery. The same applies to the warehousing and storage areas for the delivered items. The **Contractor** is not entitled to use the media and the **Purchaser's** space without the **Purchaser's** consent.
3. The **Purchaser** shall have the right to continuous supervision of the performance of the subject matter of the contract. At the **Purchaser's** request, the **Contractor** shall be obliged to submit a report on the performance or progress of work on the subject of the contract. The **Purchaser** shall specify the content, timing and manner of submission of such report on the date of the request for such report.

## VII. TERMS

1. The **Contractor** is obliged to deliver **Industrial Equipment** on the agreed date and in accordance with the time schedule.
2. Any deadlines or periods referred to in a contract as "contractual deadlines" or "contractual periods" shall be deemed the binding deadlines and periods. Failure to meet the deadline or period will be regarded as a delay.
3. Should the **Contractor** become aware that it is unable to meet the planned delivery date of the **Industrial Equipment** in whole or in part, as well as the dates for final acceptance of the subject matter of the contract, or if the **Purchaser** considers that it cannot accept partial or full scheduled delivery on the agreed date, it shall immediately notify the **Contractor** thereof in writing, stating the reason for the delay. In such a case, the **Parties** shall attempt to set a new binding delivery date.

## VIII. LIQUIDATED DAMAGES

1. In the event of failure to perform or improper performance of the subject of the contract or order in whole or in part, the **Contractor** shall pay to the **Purchaser** the liquidated damages in the amount of 0.15% of the net remuneration set out in the order or contract for each day of delay, however not more than 5% of the total net value of the order.
1. If damage exceeds the value of the calculated liquidated damages it is permissible to seek the additional compensation on the general basis.

## IX. PRICES

1. Unless otherwise agreed, the prices set forth in the order or contract are fixed and do not include the value added tax valid at the time of issuing the invoice.
2. The price offered by the **Contractor** includes all activities that the **Contractor** must perform to fulfill its obligation to properly perform its services at the agreed place of performance. The offered prices include all additional costs necessary to perform the subject matter of the contract including but not limited to the costs of processing, technical preparation of the offer by the **Contractor**, costs of purchasing the materials covered by the delivery, remuneration, costs of travel and accommodation of the **Contractor**.
3. The **Purchaser** shall pay the **Contractor** on the basis of the VAT invoice and the signed acceptance protocol if such is required. Payments do not confirm the compliance with the subject matter of the contract but are subject to subsequent verification.
4. Each delivery should be accompanied by a bill of lading specifying the date, content of the delivery and the **Purchaser's** order number. In the event of the lack of the delivery note or if information provided turns out to be incomplete, the **Purchaser** shall not be liable for the delays in performance and payment resulting from such failures.

5. If the **Parties** to the contract have agreed a payment schedule, the **Purchaser** shall make the payment in accordance with this schedule.
6. In the event of the improper performance of the contract, the **Purchaser** is entitled to withhold the payment or its appropriate part until the contract has been properly performed.

#### **X. BANK GUARANTEE AND INSURANCE**

1. If the **Purchaser** makes an advance payment or make a prepayment in accordance with the content of the contract, the **Contractor**, unless otherwise stipulated in the contract, will provide the **Purchaser** with an appropriate bank guarantee in accordance with the terms agreed with the **Purchaser**. The bank guarantee from a Polish or an international bank will be granted in accordance with the provisions of the contract.
2. The **Purchaser** is obliged to purchase and maintain the validity of all insurance policies covering its liability resulting from the order/contract. The **Purchaser** is obliged to provide the **Contractor** with proof of the insurance policies referred to the above.

#### **XI. TECHNICAL DOCUMENTATION**

1. All technical documents (technical drawings, models, 3D models, welding templates, etc.) made available to the **Contractor** by the **Purchaser** may only be used by the **Contractor** to perform the **Purchaser's** orders. The **Contractor** may not use such technical documents for its own purposes or offer them to third parties or make them otherwise available to third parties. The technical documentation remains the **Purchaser's** property.
2. At the **Purchaser's** request, the **Contractor** undertakes to return promptly the provided documentation, no later than within 7 days of the receipt of the request.
3. The technical documentation provided by the **Purchaser** must be verified by the **Contractor** in a timely manner before proceeding with the contract. The **Contractor** is obliged to verify the completeness and correctness of all technical documents provided by the **Purchaser**. Any deficiencies or errors in the documentation will be reported by the **Contractor** to the **Purchaser** immediately and the **Contractor** will make appropriate amendments or supplements to such documents in consultation with the **Purchaser**.
4. The **Contractor** is obliged to keep the full documentation exercising due diligence for the proper performance of the subject matter of the contract.
5. The **Purchaser** is entitled to access the documentation regarding the subject matter of the contract. The **Purchaser** may request a copy of the documentation at any time.
6. The **Contractor** shall provide the **Purchaser** with the technical documentation related to the given delivery, such as operating and maintenance manuals, training manuals, drawings, technical data sheets, product safety data sheets, inspection certificates plant, certificates of compliance and other necessary documentation in Polish within the agreed time limits, but at the latest upon delivery of the **Industrial Equipment**. Unless otherwise specified in the order/contract, the delivery of the software or goods containing the software will include, for maintenance and/or adaptation purposes, all associated source and object codes. Such technical documentation or any special instruments in connection with the orders remain the property of the **Purchaser** and will be considered an integral part of the **Industrial Equipment** within the meaning of these **STCs**.

#### **XII. SUPPLIER'S DELIVERIES**

1. All deliveries from the **Contractor** must comply with the **Contractor's** offer, technical specification and the **Purchaser's** order. The delivery of the **Industrial Equipment** shall be regarded as an assurance by the **Contractor** that it has the characteristics specified in the

offer, purchase order and contract, as well as that there are no defects in the subject matter of the contract.

2. The delivery may be rejected by the **Purchaser** if it is not accompanied by a delivery note issued by the **Contractor**, containing the order number, product specification, quantity, packaging details, weight and place of collection as well as approvals, certificates and warranty certificates.
3. The delivery date shall be specified in the contract/order and shall mean the date of delivery of the **Industrial Equipment** to the place of delivery specified in the contract/order.
4. Deliveries may be made in parts, provided that the **Parties** agree so in the contract/order.
5. The **Contractor** is obliged to deliver the subject of the contract in a packaging that complies with applicable law, in a way that prevents damage in transit and ensures the smooth course of unloading activities.

### **XIII. ACCEPTANCE**

1. Unless otherwise specified in the contract, the **Purchaser** shall formally accept the subject matter of the contract based on the present **STCs**. Payment of the **Contractor's** remuneration is conditional upon the final acceptance of the contract.
2. The **Contractor** shall call the **Purchaser** in writing to participate in the partial or final acceptance of the subject matter of the contract. The **Purchaser** is obliged to participate in the partial and final acceptance or to indicate the person authorized to represent the **Purchaser**.
3. Partial or final acceptance requires a report made on the **Purchaser's** form which must be signed by both **Parties** to the contract. Oral or implied acceptance of the subject matter of the contract by its initial activation are excluded.
4. In case of partial acceptances, acceptance report must be made for each individual acceptance and signed by the **Parties**. The **Contractor** may not retain the right to the subject matter of the contract until the full payment is made unless agreed otherwise. However, it is the **Contractor** who bears the risk of damage or loss of the subject matter of the contract until the formal acceptance of the subject matter of the contract by the **Purchaser**.
5. In the event of the disagreement between the **Parties** regarding the final acceptance of the subject matter of the contract and the discrepancies in the opinions between the **Parties** regarding the acceptance, the **Purchaser** has the right to commission, at its own expense, an independent appraiser or expert to draft an opinion on the acceptance of the subject matter of the contract. The selection of the appraiser/expert requires the **Contractor's** approval within 7 days of the notice from the **Purchaser**. Should the **Contractor** refuse to select an independent appraiser/expert by the **Purchaser** twice, the appointment of a third appraiser/expert by the **Purchaser** is binding on both **Parties**.
6. The **Contractor** shall be liable for damage or defects of **Industrial Equipment** occurred during the first test operation, unless the **Contractor** proves that the **Purchaser's** employees violated the operating instructions for **Industrial Equipment** and acted with gross negligence. The **Purchaser** is entitled as far as possible to use the **Industrial Equipment** for production during or after the test operation.
7. The first activation of the **Industrial Equipment** or its temporary use from the moment of its production readiness until the formal acceptance of the subject matter of the contract, including in the course of tests carried out and specified in the contract, technical simulation tests to check the possible degree of disruption or precise adjustment of the subject matter of the contract or to verify the reliability and absence of defects in the subject matter of the contract do not constitute a transfer of risk to the **Purchaser**, nor do such actions constitute the final acceptance of the subject matter of the contract by accepting the **Purchaser's** conduct interpreted as a waiver of the requirement for formal acceptance of the subject matter of the contract.

8. Once the subject matter of the contract has been placed in use, its acceptance shall commence and end with the **Parties'** confirmation of the fulfilment of the basic physical characteristics and technical-utility features. The **Purchaser** may refuse the final acceptance of the subject of the contract if there are significant defects. In such a case, acceptance may be withheld until the specified defects are removed.
9. The **Purchaser** shall have the right to refuse acceptance of the subject matter of the contract in case of the **Contractor's** failure to provide documentation concerning the subject matter of the contract, i.e. operating and maintenance instructions for the **Industrial Equipment**. This shall also apply to information or documentation listed in the order. The **Purchaser** shall exercise this right until it is assumed that the aforementioned information or documents as well as the subject matter of the contract have been provided in full without defects.

#### **XIV. GUARANTEE AND WARRANTY**

1. The **Contractor** guarantees that the performance of the subject matter of the contract or provision of the **Services** is free from any defects and malfunctions. The **Contractor** warrants that the subject matter of the contract possesses the essential technical characteristics agreed in the contract and the **Contractor's** offer and that the exploitation of the subject matter of the contract is in accordance with its intended use under ordinary operational conditions.
2. The **Contractor** is liable for defects in the subject matter of the contract in accordance with applicable laws, including in particular the provisions on the warranty for defects in the sold item.
3. Unless otherwise agreed guarantee claims will expire after 24 months. The guarantee period starts with the final acceptance of the **Industrial Equipment**.
4. The **Contractor** guarantees the highest quality of **Industrial Equipment** or **Services**.
5. Along with the delivery of **Industrial Equipment** the **Contractor** shall provide the **Purchaser** with a guarantee card for the subject matter of the contract.
6. The exercise of the right under the guarantee does not exclude the possibility of exercising the right under the warranty in accordance with applicable regulations.
7. In case the subject matter of the contract is defective the **Purchaser** may request a price reduction or submit a withdrawal from the contract within 14 days of detecting the defect, unless the **Contractor** immediately and without undue inconvenience to the **Purchaser** replaces the defective item with a defect-free one or removes the defect. If the **Contractor** cannot remove the defect promptly, however no later than within the deadline set by the **Purchaser**, then the **Purchaser** may within 14 days withdraw from the contract and return the subject matter of the contract to the **Contractor**. The resulting costs and risks shall be borne by the **Contractor**.
8. The **Contractor** is liable under the warranty for physical defects that existed at the time the risk was transferred to the **Purchaser** or resulted from a cause inherent in the subject matter of the contract at the same time.
9. Notification of visible defects to the **Contractor** must take place immediately, not later than within 5 working days from the delivery of the subject matter of the contract to the **Purchaser**.
10. If the **Contractor** replaces the defective item and re-delivers the defective subject matter of the contract, the **Purchaser** is entitled to withdraw from the contract within 14 days without setting another deadline for the delivery of the subject matter of the contract free from defects and malfunctions. In the event that the **Purchaser** does not withdraw from the contract, it will be entitled to execute the removal of the defects by a third party at the **Contractor's** expense without the consent of the court. The **Purchaser** is entitled to set off the costs related to the removal of defects or faults against its liabilities due towards the **Contractor**.

11. In case defects in the subject matter of the contract may cause or constitute an immediate danger to human life and health or may cause significant property damage, the Purchaser shall be entitled to remove the defects on its own or with the assistance of a third party at the Contractor's expense and risk. The Purchaser shall notify the Contractor of such a situation without delay and, if possible, allow the Contractor in the first place to remove the defects or malfunctions.

## **XV. TRANSFER OF RISK AND RESERVATION OF TITLE**

1. Regardless of the price and type of transport, the risk of damage and loss of the subject matter of the contract passes to the **Purchaser** upon its final acceptance, subject to the provisions in XIII subclause 4 of these **STCs**. The Contractor undertakes to insure the subject matter of the contract against external factors, including in particular fire and theft until the Purchaser has successfully accepted the subject matter of the contract and its installation.
2. Reservation of ownership on the part of the **Contractor** applies only to the extent to which it relates to the **Purchaser's** obligation to pay for the subject matter of the contract to which the **Contractor** retains title.
3. The reservation of ownership made against the **Purchaser** shall expire upon payment to the **Contractor**. The **Contractor** undertakes to transfer the ownership of the subject matter of the contract to the **Purchaser**.
4. All documents, drawings and models that the **Contractor** provides in accordance with the contract and according to the **Purchaser's** needs shall become the **Purchaser's** property on the day of payment for the performance of the contract. The remuneration for the transfer of the property copyrights to the aforementioned documents from the **Contractor** to the **Purchaser** is included in the contract price, i.e. the contract or the order.

## **XVI. CONFIDENTIALITY**

Any written or oral information provided to the **Contractor** by the **Purchaser** regarding the knowledge, know-how, specifications, procedures, needs and any technical information, documents and data of the **Purchaser** shall be treated as confidential. The **Contractor** declares that it will not use confidential information for purposes other than for the performance of the order/contract and that it will ensure that this information is protected appropriately to its confidential nature. The obligation of confidentiality remains in force after the performance of the order/contract and may be revoked only with the written consent of the **Contractor** granted in writing under the pain of nullity.

## **XVII. INTELLECTUAL PROPERTY RIGHTS**

1. The **Contractor** guarantees that the delivered **Industrial Equipment** or its sale contained in the order will not exceed or infringe any trademarks, patents, copyrights or other rights of third parties. The **Contractor** will secure and indemnify the **Purchaser** against any claims, complaints, losses, costs, lawyers' fees, expenses and damages due to or resulting from any infringement of intellectual property rights. The **Contractor**, at its own expense or at the request of the **Purchaser**, will protect the **Purchaser** from any claims, proceedings and processes.
2. In case the **Industrial Equipment** becomes the subject of a lawsuit or claims for intellectual property rights infringement, the **Contractor** shall either, as soon as possible, obtain for the **Purchaser** the title to its use or shall modify or replace it so that the infringement ceases. The modification or replacement of **Industrial Equipment** should never result in a reduction or diminution in its functionality or suitability for the **Purchaser's** specific purposes. If the **Contractor** fails to comply with its obligations as hereby agreed, the **Purchaser**, with prior



notice, shall be entitled to take such action as it deems necessary and recover the full cost of the **Industrial Equipment** from the **Contractor**.

3. Patentable inventions and protected works, as well as their results, to the extent that they arise from the order/contract, shall belong to the **Purchaser**, unless the **Contractor** proves that they result from the exclusive inventive ability of the **Contractor** and have been developed independently from the performance of the order/contract.

#### **XVIII. PERSONAL DATA PROTECTION**

1. In case the **Contractor** obtains access to personal data as part of the contract or order placement regarding **Industrial Equipment** or **Services** covered by **STCs**, the **Contractor** is obliged to comply with applicable data protection regulations, in particular, the **Contractor** shall process the personal data only for the purpose of performing the order or contract.
2. If the **Contractor** obtains confidential information it is obliged to ensure the protection of such data against unauthorized persons, ensuring the best technical measures for their protection.

#### **XIX. SEVERABILITY CLAUSE**

In the event the individual provisions of these **STCs** are or become ineffective or contain a gap, the terms as a whole remain unaffected. In such a case, the **Parties** undertake to replace the ineffective provisions or a gap with the provisions as close as possible to what has been economically intended.

#### **XX. GOVERNING LAW**

The present **STCs** are to be interpreted in accordance with Polish law, excluding the provisions of private international law. The application of the United Nations Convention on the International Sale of Goods and the Convention on the Statute of Limitations Periods in the International Sale of Goods is excluded.

#### **XXI. JURISDICTION**

1. In the event of disputes arising in connection with the performance of the contract or the order to which these **STCs** apply, the **Parties** shall seek to resolve them amicably. In case of failure to reach an amicable agreement, the court having jurisdiction to resolve the dispute shall be the court of **Purchaser's** registered office.
2. In the event of disputes, the Polish version of these **STCs** shall prevail and be applicable.