

GENERAL TERMS AND CONDITIONS OF DELIVERY AND SERVICE

1. Scope, general provisions

1.1 These General Terms and Conditions of Delivery and Service ("**Terms and Conditions**") will apply to (I) all deliveries ("**Deliveries**") made by EXPROTEC Sp. z o.o. (here "**EXPROTEC**") to the contracting party ("**Customer**") and (II) any installation services ("**Installation Works**") provided to the Customer by EXPROTEC, and (III) any maintenance and repair services, including but not limited to preventive maintenance services to maintain functionality and corrective maintenance services to restore functionality, repair work and modifications as well as re-commissioning services ("**Maintenance Works**") provided by EXPROTEC to the Customer, and (IV) other services provided by EXPROTEC to the Customer (maintenance works, installation works and other services collectively referred to as "**Works**"; sales contract, installation contract, and services agreement collectively referred to as "**Contract**").

1.2 These General Terms and Conditions of Delivery and Service will apply to any Contract with the Customer, forming an integral part thereof, unless EXPROTEC and the Customer have agreed otherwise in writing.

1.3 No Customer's terms and conditions contrary to these Terms and Conditions will apply; accepting and applying any general terms and conditions of purchase of the Customer and other terms and conditions or similar documents will be excluded unless approved in writing by EXPROTEC.

2. Offer, conclusion and scope of the Contract

2.1 Offers presented by EXPROTEC are not final and binding unless EXPROTEC expressly specifies that they are. They are only a basis for contract negotiations between the Customer and EXPROTEC.

2.2 At all times, every purchase order made by the Customer is a binding offer unless the particular purchase order expressly states otherwise. EXPROTEC can accept such a purchase order within two weeks from its receipt.

2.3 The Contract between EXPROTEC and the Customer is effective upon written confirmation from EXPROTEC (including by e-mail and fax) or when EXPROTEC starts the Deliveries and/or Works required by the Customer with no reservations.

2.4 EXPROTEC can provide Installation Works and Maintenance Works for products manufactured and/or supplied by EXPROTEC ("EXPROTEC Products") and/or products of third parties (collectively with EXPROTEC Products referred to as "Products"). Maintenance Works will include the supply of spare parts and other replacement modules ("Spare Parts"), assembly, start-up and adjustment if expressly agreed in the respective Contract.

2.5 The specific scope of Works to be performed by EXPROTEC will be finally determined in the respective Contract between EXPROTEC and the Customer.

3. Prices and payment terms

3.1 Unless expressly agreed otherwise in the respective Contract, the Delivery price is the net price, including the currently applicable statutory rate of value-added tax (VAT), if any. The delivery terms are Ex works (EXW according to Incoterms 2020). Any additional costs (e.g. carriage, packaging, freight, customs duty, import duty) will be charged separately unless EXPROTEC and the Customer agree otherwise.

3.2 Remuneration for Works will be calculated based on the number of hours worked at the applicable hourly rates of EXPROTEC made known to the Customer unless EXPROTEC and the Customer agree on a fixed price. However, a fixed price will not include any additional works not provided for in the Contract. Additional works will be paid separately.

3.3 Unless expressly agreed otherwise in the Contract, all payments under the Contract should be made within fourteen (14) calendar days from the receipt of EXPROTEC's invoice. EXPROTEC accepts payments by wire transfer. The date of payment receipt in EXPROTEC's account will be decisive in determining the Customer's compliance with the payment term.

3.5 If the Customer complies with the payment terms under the Contract, EXPROTEC, without prejudice to its other claims, will have the right (I) to rescind the Contract within 6 (six) months from the due date without setting an additional time limit for the Customer's performance, and (II) charge commercial interest from the expiry of the due date.

3.6 The Customer is also obliged to pay EXPROTEC even if the Works are delayed for reasons beyond EXPROTEC's control.

4. Retention of title

4.1 EXPROTEC will retain title to all items delivered under the Contract and to all Spare Parts it supplied until all claims of EXPROTEC under the Contract are satisfied.

5. Delivery, schedule of deliveries and performance

5.1 All deliveries will be made Ex works (EXW according to Incoterms 2020) from EXPROTEC's registered address unless expressly agreed otherwise in the Contract. EXPROTEC has the right to make partial repairs to the extent deemed reasonable by the Customer.

5.2 Any delivery terms agreed upon before concluding the Contract are estimated and not binding. Binding delivery terms, dates and deadlines (collectively "**Terms**") should be expressly agreed upon as such in writing in the respective Contract.

5.3 The agreed Delivery Terms will be met if EXPROTEC notifies the Customer of the Deliveries ready for pick-up before the expiration of the agreed pick-up term, even if the Customer cannot pick up the Deliveries in due time with no fault of EXPROTEC. Delivery Terms will also be met if any parts are missing or must be readjusted if the Deliveries can be made as intended and are not impeded.

5.4 The terms of Works have been met if EXPROTEC completed all the Works under the Contract before the expiration of their Term, and such Works are ready for Pickup. If the Works have not been completed in part, for example, due to any parts missing or a need for readjustment, the Term will also be deemed met if the use of Products is not limited.

5.5 The agreed Works Terms will be extended accordingly:

- if the Customer fails to provide instructions necessary for EXPROTEC's performance under the Contract in due time or changes these instructions at a later date; or
- if the Customer fails to fulfil his obligations under the Contract and to comply with the obligations set out in par. 8 hereof or to comply with them on time.

The rights of EXPROTEC as set out in par. 9 of these Terms and Conditions will remain unchanged.

5.6 In the event of non-compliance with the contractual deadline due to circumstances solely attributable to EXPROTEC, the Customer's claims for compensation and reimbursement of expenses will be limited to 0.5% of the net purchase order value of the delayed Deliveries and/or Works for each completed week of delay, but not more than 5% of the net purchase order value of the delayed Deliveries and/or Works in total, unless otherwise agreed. Any further rights and claims due to delayed delivery are expressly excluded, including, in particular, the right to claim compensation exceeding the contractual penalty referred to above.

5.7 If having received the ready-for-pickup notice, the Customer requests delaying the pickup of Delivery for more than one month, EXPROTEC may charge a storage fee corresponding to 0.5% of the Delivery price, but not more than 5% of the Delivery price, for each commenced week of delay. Both EXPROTEC and the Customer will have the right to prove that the cost of storage incurred was higher or lower, as the case may be. Should the Customer fail to pick up the Delivery within ten (10) weeks from the ready-for-pickup notice, EXPROTEC will have the right to rescind the Contract without prejudice to any further rights or legal measures. In such circumstances, the Customer may not claim compensation from EXPROTEC.

5.8 If, upon conclusion of the Contract, EXPROTEC becomes aware of any circumstances giving rise to reasonable doubts about the Customer's solvency and creditworthiness, for example, suspension of payments or declaration of bankruptcy or restructuring, EXPROTEC will have the right to refuse to make Deliveries or perform Works until mutual performance is satisfied or the Customer provides a performance bond. EXPROTEC will have the right to set the time limit for the Customer to satisfy mutual performance or provide a performance bond. Upon ineffective lapse of this time limit, EXPROTEC will have the right to rescind the Contract within six (6) months from becoming aware of such circumstances.

6. Transfer of risk

6.1 The risk of accidental damage and deterioration of supplies will pass onto the Customer when EXPROTEC makes the Delivery ready for pickup at the agreed destination and notifies the Customer according to par. 5.3 clause 1; however, no later than upon the Delivery handover to the Customer.

6.2 Par. 6.1 applies accordingly to partial deliveries.

6.3 Irrespective of par. 6.1 and 6.2, if EXPROTEC also performs Installation Works for the Customer, the risk of accidental loss or deterioration of Deliveries will pass onto

the Customer no later than upon completion of the Installation Works and issuance of a relevant works completion certificate.

6.4 The risk of accidental loss or deterioration of Spare Parts supplied by EXPROTEC will pass onto the Customer no later than upon Works completion and submission of the works completion certificate.

6.5 If the Delivery is made through a forwarder or carrier, the risk of accidental loss or deterioration of the goods will pass onto the Customer upon the delivery, unloading and handover of the delivered items to the Customer.

7. Defects inspection notice, pickup of Deliveries and acceptance of Works

7.1 The Customer will inspect the Deliveries and/or Works immediately after their completion, and will promptly, but no later than within seven (7) calendar days, notify EXPROTEC in writing of any visible physical defects in such Deliveries and /or Works. In case of latent physical defects, the Customer will notify EXPROTEC in writing immediately after the discovery of the defect, but no later than within seven (7) calendar days from such discovery.

7.2 If the Customer fails to notify EXPROTEC of any defects, either patent or latent, within the timeline set out in 7.1, the Delivery is deemed approved in terms of such defects and all guarantee claims to this extent are expressly excluded.

7.3 If Deliveries made under the Contract require additional protection and specific pickup conditions specified by the Customer, the Customer will ensure and maintain them and incur the related cost. Unless expressly agreed otherwise, the Deliveries should be picked up within two (2) weeks after the Customer receives the ready-for-pickup notice.

7.4 The Customer cannot refuse to accept the Deliveries with insignificant or minor defects, in particular, if they do not materially interfere with the smooth operation or use of the Deliveries. However, EXPROTEC will be required to rectify such defects according to these Terms and Conditions.

7.5 The following Works acceptance terms will apply:

7.5.1 Works performed by EXPROTEC for the Customer will be ready for acceptance ("Acceptance") when EXPROTEC notifies the Customer of Works completion.

7.5.2 Acceptance will follow promptly after the Customer is notified that Works are ready for Acceptance, but no later than within seven (7) calendar days from the receipt of the Works completion notice. After Acceptance, the Customer or his authorised representatives will inspect the quality of completed Works in the presence of EXPROTEC's representative. Any defects should be promptly notified to EXPROTEC in writing. However, the Customer will have no right to refuse acceptance due to insignificant defects if they do not materially interfere with the smooth operation or use of the Deliveries subject to Works.

7.5.3 Should the Customer fail to accept the Works on time or Acceptance is not possible due to reasons beyond EXPROTEC's control, it is deemed that the Customer accepted the Works.

8. Rights and obligations of the Customer (regarding Works)

The following provisions will apply exclusively to Works:

8.1 The Customer will notify EXPROTEC of any regulations and standards relating to Works to be performed under the Contract.

8.2 The Customer undertakes, at its own expense, to take all necessary measures to commence the Works on time at the agreed location without causing obstacles or disruptions and without any risk to EXPROTEC personnel. EXPROTEC personnel will not proceed with the Works until all preparatory works have been completed. If EXPROTEC personnel have been called in but are unable to start the Works, the waiting time will be billed at the applicable hourly/daily rates.

8.3 The Customer will ensure that all entry/exit permits, residence cards, work permits and any other official licences for EXPROTEC and/or EXPROTEC personnel required for the Works are obtained on time. EXPROTEC will not be liable for any delays of the Works due to any failure to provide EXPROTEC with documents allowing it to move freely and carry out the Works on site.

8.4 The Customer will take, at his own expense, all measures required and/or necessary to prevent accidents. The Customer will notify EXPROTEC or EXPROTEC personnel of all current health and safety regulations regarding installation workers. The Customer will provide necessary assistance in the event of an accident or illness of any EXPROTEC personnel during the Works.

8.5 The Customer should store all materials for the Works (if any, in particular, Spare Parts) secured against damage, deterioration or theft. Before the commencement of Works, the Customer will check the materials to be used for completeness and damage in the presence of EXPROTEC personnel. If any items are lost or damaged in storage or transport, they should be replaced or repaired at the Customer's expense.

8.6 The client will provide electricity and lighting, including necessary connections to the installation site, heating, compressed air, water, steam, fuel etc. and, if necessary, means of communication such as telephone, fax, scanner, printer and Internet access. In addition, the Customer will provide suitable cranes and other operable lifting equipment, in good working order, including operators, suitable scaffolding, as well as means of transport for the personnel and materials, suitable workshop equipment and measuring devices, protection of the installation site and materials from harmful impacts of cleaning the installation site, as well as all necessary consumables and installation materials, clothing, cleaning agents, lubricants, and other items required for the Works.

8.7 The Customer will provide heated or air-conditioned, lockable rooms, toilets and changing rooms for EXPROTEC personnel, including adequate sanitary facilities and first aid equipment. In addition, the Customer will provide lockable, dry storage facilities for materials and equipment. All these facilities will be close to the Customer's working premises.

8.8 The Customer will ensure that EXPROTEC obtains all necessary permits for the import and export of tools, equipment and materials in time for the timely completion of Works and will pay any related fees. The Customer will immediately return any tools and equipment supplied by EXPROTEC to a location designated by EXPROTEC. The Customer will bear the shipping cost. Title to any tools purchased by the Customer from EXPROTEC and which EXPROTEC continues to use for the Works will be transferred to the Customer, at the Customer's expense, upon completion of Maintenance Works. Unless otherwise stated in the instructions, these tools will be available to the Customer on the installation site, and the Customer incurs the risk of loss or damage to the tools. Any tools provided to EXPROTEC by the Customer will be returned to the Customer upon completion of the Works. Unless otherwise stated in the instructions, these tools will be available to the Customer on the installation site, and the Customer incurs the risk of loss or damage to the tools.

8.9 The Customer is not allowed to hire EXPROTEC personnel. Under no circumstances will EXPROTEC be liable for any work carried out by EXPROTEC personnel on behalf of the Customer without EXPROTEC's express instruction and prior agreement.

8.10 The following provisions apply to Installation Works only:

The Customer will carry out all engineering, construction and other preparatory works, following the best practices, at its own cost and account, and according to the documentation provided by EXPROTEC if any.

8.11 The following provisions apply to Maintenance Works only:

8.11.1 The Customer will notify EXPROTEC immediately of any noticed irregularities, damage or defects in Products made under the Contract necessitating Maintenance Works and indicate the required scope of inspection by EXPROTEC.

8.11.2 The Customer will procure the required Spare Parts on time (to ensure timely Contract execution) and put them at EXPROTEC personnel's disposal unless such Spare Parts should be supplied by EXPROTEC under the Contract. Such Spare Parts should comply with all explicit or reasonable quality requirements. If these requirements are not fulfilled, or if EXPROTEC has a reason to believe that the quality of the Spare Parts makes them unfit for use, EXPROTEC will be entitled to suspend Maintenance Works until Spare Parts conforming to the quality requirements are supplied. The costs of such suspension will be charged to the Customer.

8.11.3 If required, the Customer is responsible for environmentally-safe disposal of the replaced parts or consumables (oil, gas, dust etc.) produced by the Maintenance Works.

8.11.4 Regarding Maintenance Works, clauses 8.3, 8.4, 8.5, 8.6, 8.7 and 8.12.3 only apply if EXPROTEC provides Maintenance Works at the Customer's site.

9. Rights and obligations of EXPROTEC (regarding Works)

The following provisions will apply exclusively to Works:

9.1 If the Customer fails to fulfil or only partially fulfils the obligations set out in par. 8 and if EXPROTEC sets a time limit for the Customer to fulfil these obligations and such a time limit expires ineffectively, EXPROTEC will be entitled to fulfil the Customer's obligations without EXPROTEC first having to obtain court approval and

agreeing on a price for fulfilling these obligations with the Customer. Furthermore, EXPROTEC will retain the right to rescind the Contract within six (6) months after the expiry of the additional time limit referred to above, and the Customer waives his right to claim compensation from EXPROTEC for any loss or damage caused by EXPROTEC's rescission of the Contract.

9.2 Should EXPROTEC personnel encounter any danger (in particular if the safety of personnel is not guaranteed at the Customer's site) or significant difficulties in carrying out their work for any reason beyond EXPROTEC's control, EXPROTEC may stop all the Works and withdraw its personnel from the site. In this case, all expenses, that is, respective hourly/daily rates, are accounted for as waiting time plus travel expenses and daily allowances.

9.3 If the Works cannot be performed for reasons attributable to the Customer, EXPROTEC will be entitled to demand the agreed payment. EXPROTEC will also retain the right to assert further claims from the Customer.

If the Works cannot be carried out or can only be carried out in part due to deterioration or partial deterioration of the Products to be installed or due to Force Majeure, EXPROTEC will be entitled to claim the portion of payment corresponding to the Works performed and the reimbursement of expenses not included in the remuneration. EXPROTEC will retain the right to assert further claims from the Customer.

Clause 9.3 does not apply if the Works cannot be executed or deteriorate due to circumstances for which EXPROTEC is solely responsible and to the extent to which the above situation exists.

9.4 EXPROTEC will perform the Works in a professional manner using skilled personnel. EXPROTEC has the right to subcontract the Works to third parties.

9.5 EXPROTEC has the right to replace the maintenance staff at any time.

9.6 EXPROTEC will notify the Customer in writing of the Works completed upon completion or earlier at the Customer's request.

9.7 The following provisions apply to Maintenance Works only:

9.7.1 Before the conclusion of the Contract, EXPROTEC will inspect the Products subject to Maintenance Works to determine the required workload and materials. Should the required workload and material requirements exceed the agreed scope of Maintenance Works, such works will also be performed, subject to the Customer's approval, against extra payment, unless expressly agreed otherwise.

9.7.2 Unless expressly agreed otherwise, Maintenance Works will be carried out at the Customer's site or EXPROTEC's site, at EXPROTEC's discretion, unless, due to their nature, Maintenance Works should be carried out at the Customer's site.

10. Guarantee

10.1 The quality and specifications of the Deliveries and/or Works are agreed exhaustively and unambiguously between EXPROTEC and the Customer in the Contract.

10.2 EXPROTEC guarantees that the Deliveries and/or the Works are free from defects at the time of their acceptance by the Customer. In the case of any defects, EXPROTEC will, at its sole discretion, repair or replace the Deliveries or perform new Works (collectively "Repairs") within a time limit appointed by EXPROTEC, provided that such defects are notified to EXPROTEC as set out in 7.1. The replaced parts, once dismantled, become the property of EXPROTEC without additional settlements.

10.3 If the Repairs are ineffective, meaning after three (3) failed attempts, or if the Repairs are impossible, the Customer can request a price reduction or rescind the Contract.

10.4 EXPROTEC's guarantee excludes any defects that are not a proven consequence of the material used, defective design or faulty workmanship, including without limitation defects due to normal wear and tear, improper or negligent maintenance, non-compliance with operating instructions, overloading, use of unsuitable materials or equipment, chemical or electrolytic impacts, unsuitable foundation, unforeseen external impacts, construction works, installation or assembly work not undertaken by EXPROTEC or due to other causes beyond EXPROTEC's control.

10.5 In addition to clause 10.4, the Customer is not entitled to any warranty rights and claims if and to the extent that (I) the Customer has not taken all necessary precautions and/or immediate appropriate measures to prevent further damage to the Products subject to the Works, or (II) the Customer has not complied with EXPROTEC's specifications and instructions for EXPROTEC Products (see clause

9.4) or the obligations outlined in 8.1, or (III) concerning Maintenance Works, the Customer or a third party designated by the Customer has modified or repaired the Products without prior verification of the defect and/or written consent of EXPROTEC.

10.6 Term of limitation for warranty claims

- for Deliveries it is twelve (12) months from with the transfer of risk associated with the Deliveries unless otherwise specified in the Contract;
- for Installation Works it is six (6) months from Acceptance, but no later than twelve (12) months after Installation Works completion unless otherwise specified in the Contract;
- for Maintenance Works it is six (6) months but no later than twelve (12) months from Acceptance unless otherwise specified in the Contract;

10.7 Regarding any defects or failure to perform warranties (if agreed in the Contract), the rights and remedies set out in this clause 10 will be excluded and replaced by other warranties or remedies either express or implied. However, this will not prejudice the Customer's rights to claim damages or reimbursement of expenses, as set out in section 12.

11. Intellectual property, copyrights, trademarks

11.1 The Customer will indemnify and hold EXPROTEC and its officers, directors, employees and agents harmless against any and all damages, losses, costs, expenses, claims, suits, demands, lawsuits and judgments arising from actual or alleged infringements of third-party intellectual property rights caused by:

- EXPROTEC's conduct following instructions, specifications, designs or products provided by the Customer for use in the production of Deliveries or otherwise in connection with the Deliveries;
- Customer using or combining the Deliveries with other products or services not supplied by EXPROTEC;
- modifications to Deliveries not made or not recommended by EXPROTEC.

11.2 Unless otherwise agreed in writing, EXPROTEC will hold copyright to all documents, reports, software and information produced by EXPROTEC and the Customers' right to use them will be entirely limited to the intended purpose of Deliveries or Works, and no part of such reports, documents, software and information will be used for any other purposes without EXPROTEC's approval.

11.3 In addition, all the rights, titles and interests in and to any work product, including, but not limited to, any reports, drawings, photographs, data and specifications, whether stored in hard copy, on a computer disk or otherwise, computer programmes, derivative works, discoveries, designs, inventions, patents, know-how or improvements ("Deliverables") created or developed as a result of or in connection with the Contract will be the exclusive property of EXPROTEC. EXPROTEC may grant the Customer a non-exclusive, non-transferable and royalty-free licence to use the Deliverables for the Customer's business purposes.

11.4 The Customer is not entitled to use EXPROTEC's trademarks without its written approval. Should the Customer breach this obligation, the Customer will be liable for any resulting loss or damage incurred by EXPROTEC. In addition, EXPROTEC has the right to rescind all Contracts concluded with the Customer on account of infringing EXPROTEC's trademark protection.

12. Limitation of liability

12.1 EXPROTEC will be liable solely in tort. However, under no circumstances will EXPROTEC be liable for lost benefits, loss of profit, loss of use, loss of production, loss of contracts or any other indirect or consequential damage that the Customer may suffer or has suffered in connection with the Goods supplied by EXPROTEC.

12.2 In no case will EXPROTEC's total liability for all claims, irrespective of their legal basis, exceed the total net order value of subject of the respective Contract.

12.3 The limitations of liability described above will not apply to wilful or gross negligence, personal injury or liability under generally applicable law.

12.4 To the extent that EXPROTEC's liability is excluded or limited by the provisions above, this will also apply to the personal liability of EXPROTEC's office staff, factory employees, personnel and agents.

12.5 Regarding EXPROTEC's liability for delays, clause 5.7 will prevail.

13. Subcontracting and assignment

13.1 The Customer will not be entitled to subcontract the performance of its obligations to any third parties without EXPROTEC's prior written approval.

13.2 The Customer will not be entitled to assign any rights, claims or obligations under the Contract with EXPROTEC to any third parties without EXPROTEC's prior written approval under pain of nullity.

14. Export controls

14.1 EXPROTEC may refuse to fulfil its obligations under the Contract with the Customer if, to the extent the fulfilment of such contractual obligations is prohibited or restricted by national or international foreign trade laws or embargoes and/or other sanctions preventing fulfilment of such obligations.

14.2 Should EXPROTEC delay the fulfilment of its obligations under the Contract due to the need to obtain licences or similar requirements or procedures applicable under the foreign trade law, the deadline for fulfilling these obligations will be extended accordingly. Any claims for compensation made by the Customer due to such delayed performance are excluded if and to the extent such delays are beyond EXPROTEC's control.

14.3 If the fulfilment of EXPROTEC's obligations under the Contract is not permitted or restricted by applicable national or international foreign trade laws for six (6) months or longer, EXPROTEC will be entitled to terminate the Contract without notice, with immediate effect, provided, however, that the aforementioned circumstances are beyond EXPROTEC's control.

15. Confidentiality

15.1 The Customer will maintain the confidentiality of all know-how, trade secrets and other information received from EXPROTEC in connection with the performance of the Contract ("**Information**"). The Customer who has received this information is not entitled, in particular, to pass it on to any third parties or to make such information available to third parties without EXPROTEC's prior written approval. The Customer will ensure that his employees and other persons who gain access to the information maintain confidentiality to the same extent.

15.2 The obligation indicated above does not extend to information a) that was already known to the Customer at the Contract date or was subsequently disclosed by a third party without breaching any confidentiality agreement, b) that is publicly known at the Contract date or is subsequently disclosed to the public without breaching this Contract, and c) the disclosure of which is required by law or under a court or administrative order.

16. Extraordinary circumstances (regarding Works)

The following provisions will apply exclusively to Works:

In the event of unforeseeable and extraordinary circumstances that significantly alter the commercial value of the Works or significantly affect EXPROTEC's business, to the extent that it becomes economically unreasonable for EXPROTEC to carry out the Works and which are beyond the control of EXPROTEC or the Customer, the respective Contract between EXPROTEC and the Customer will be amended accordingly. If this cannot be reasonably justified from an economic point of view, EXPROTEC will be entitled to rescind the Contract in whole or in part. The Customer will have no right to claim compensation for EXPROTEC's rescission of the Contract, which may occur within three (3) months from the point at which the performance of the Contract becomes economically unviable for EXPROTEC.

17. Waiver

17.1 EXPROTEC's failure to exercise or delay in exercising any right, power or remedy will not constitute a waiver of such right or otherwise prejudice any right, power or remedy, except as otherwise provided in the Terms and Conditions. If such a right is exercised, in whole or in part, this will not preclude any other or further exercises of that right or any other right. In no event will the waiver of the said right be effective unless made in writing.

17.2 Rights and remedies provided for in this Contract are cumulative and, except as expressly specified in this Contract, will not preclude any other rights, powers or remedies provided for under generally applicable law. Asserting or applying any rights or remedies under this Contract or otherwise will not preclude simultaneous assertion of any other relevant rights or remedies.

18. Force Majeure

In the event of unforeseen circumstances beyond EXPROTEC's control, that is, force majeure such as strike, breakdown, war, riot or sabotage, sanctions, accidents, illness, acts or omissions by local or state authorities, unforeseeable transport disruptions, fire, explosion, fortuitous events, as well as unforeseeable difficulties purchasing materials and unforeseeable disruption in operations or other unforeseeable, unavoidable or

extraordinary events beyond EXPROTEC's control ("Force Majeure"), the agreed Deadlines will be extended by the duration of the said event. If the duration of such events exceeds three (3) months, EXPROTEC will be entitled to rescind and/or terminate the Contract to ensure continuous performance. The same applies to the Customer accordingly.

19. Applicable law and arbitration

19.1 These Terms and Conditions and any agreement and contracts between EXPROTEC and the Customer will be interpreted, understood and executed according to the laws of the Republic of Poland. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and private international law (conflict of laws) or other provisions regarding the applicability of foreign law will not apply.

19.2 Any disputes between EXPROTEC and the Customer arising from the Contract that cannot be resolved amicably will be settled by the Polish common court of venue for EXPROTEC's registered address.

20. Miscellaneous

20.1 These Terms and Conditions must not be altered, amended or modified except by written agreement signed by duly authorised representatives of EXPROTEC and the Customer.

20.2 If any provision of these Terms and Conditions is invalid (not allowed) or enforceable in any jurisdiction, it will, under the law of such jurisdiction, be deemed ineffective to the extent to which it is invalid or enforceable, without prejudice to the validity of the remaining provisions of these Terms and Conditions, and without prejudice to the validity and enforceability of such a provision in any other jurisdiction. Such invalid or unenforceable provisions will be replaced by valid and enforceable provisions that best reflect the economic purpose of the Contract.