

General Terms and Conditions of Sale and Machine Service Agreements

1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions of Sale and Machine Service Agreements (hereinafter also referred to as "the GTC") shall be applicable to all agreements and respectively the offers by FIAB under which the Purchaser – as an entrepreneur – purchases a product from FIAB and orders the machine service for the machines produced by FIAB and the machines of other makes.
- 1.2. The following terms used in these General Terms and Conditions of Sale and Machine Service Agreements shall have the following meaning:
 - 1.2.1. "FIAB" shall mean FIAB Spółka z ograniczoną odpowiedzialnością Bronisław Koziolkiewicz Spółka komandytowa, number of entry into the National Court Register (KRS): 0000357875; Tax Identification Number (NIP): 8942999829, Statistical Number (REGON): 021278590.
 - 1.2.2. "Purchaser" shall mean an entrepreneur to whom the offer is addressed or who is the other party to the Agreement.

The Purchaser purchases a product or machine service from FIAB.
 - 1.2.3. "Parties" shall mean FIAB and the Purchaser.
 - 1.2.4. "product" shall mean a machine, equipment or accessories specified in the offer or in the Agreement.
 - 1.2.5. "notification by FIAB to the Purchaser that the product has been manufactured" or "notification that the product is ready for shipment" shall mean a statement by FIAB addressed to the Purchaser and made in any acceptable form which informs of the completion of the product manufacturing process or the readiness of the product for delivery. Whenever the GTC refer to notification that the product has been manufactured, the function of this statement may be also met by the notification that the product is ready for shipment.
 - 1.2.6. "arrangement of delivery" shall mean a set of actions relating to the transport of the product which precede the handing over of the product to the carrier and which include, in particular, the following: selecting a carrier or forwarding agent; concluding a contract of carriage or forwarding; paying initial transport-related fees and others.
 - 1.2.7. "confidential data" or "confidential information" shall mean any and all information relating to business activities and business plans of FIAB that has been obtained by the Purchaser but is not made public by FIAB. Confidential data includes, in particular, software and its components, in particular source code, used in the product, information on the design and manufacture of the product, information on the principles of design and manufacture of the product and other goods manufactured by FIAB, and other technical, economic, financial, accounting, commercial, legal, tax or employment-related information.
 - 1.2.8. "Machine service": installation of machines and software, diagnostic activities and troubleshooting, adjustments, inspections, maintenance and repairs of equipment (in warranty and post-warranty period), provision of technical consultations (remotely and on site), as well as technical training.

- 1.2.9. "Agreement" shall mean the agreement concluded by and between the Parties for the sale of the product and the performance of other activities specified therein, and these General Terms and Conditions form an integral part of the said Agreement.
- 1.3. If the Purchaser does not explicitly object to the content of the GTC, it shall mean that the Purchaser approves the whole GTC. The GTC shall replace any general terms and conditions of the agreements presented and applied by the Purchaser.
- 1.4. The current content of the GTC is available on the FIAB website, and unless the Parties have agreed otherwise in a documented form, the version of the GTC that was current at the time of conclusion of the Agreement shall be considered binding.
- 1.5. The subject matter of the sale Agreement and the offer is always a finished product, even if it requires manufacturing at the time of concluding the Agreement. The Purchaser shall not be authorised to interfere in the technological process of FIAB, of which the Purchaser shall not be authorised to instruct FIAB in any way in the scope of the production process. The technical parameters of the product are specified in the Agreement and/or in the offer.

2. AGREEMENT CONCLUSION PROCEDURE

- 2.1. The offer does not require the signature of FIAB and may be submitted in any form that allows its content to be recorded in writing. In particular, the offer may be submitted in writing or by electronic means. An offer submitted in a form other than that specified in the preceding sentences shall not be binding and shall have no effect. The offer may be drawn up in any language.
- 2.2. Unless otherwise specified in the offer, the offer is a fixed-term offer and is valid for 1 month (unless otherwise specified) and may be withdrawn by FIAB prior to its acceptance.
- 2.3. Unless otherwise specified in the offer, the acceptance of the offer shall not result in the conclusion of the Agreement but obliges both Parties to conclude the Agreement on the terms and conditions arising from the offer. The Agreement may be concluded in writing or in electronic form with qualified signatures, or in electronic form with scanned signatures of the persons authorised to represent the Parties.
- 2.4. If the offer is accepted with reservations, it shall not constitute the acceptance of the offer and shall not oblige either Party to conclude the Agreement; it constitutes only a proposal addressed to FIAB concerning the amendments to the terms and conditions specified in the offer.
- 2.5. The offer may be accepted in writing or in electronic form, or in electronic form with scanned signatures of the persons authorised to represent the entity.
- 2.6. The offer should be accepted in the same language as the language used to draw up the offer.
- 2.7. The Agreement is effective if it has been concluded in writing or in electronic form with qualified signatures, or in electronic form with scanned signatures of the persons authorised to represent the Parties.
- 2.8. If FIAB does not respond to the proposal of concluding the Agreement submitted by the Purchaser or to the reservations expressed by the Purchaser in relation to the content of the offer, it shall not mean giving the consent on the conclusion of the Agreement pursuant to the terms and

conditions specified by the Purchaser. This rule shall also apply to regular business partners of FIAB.

- 2.9. If the Purchaser – after concluding the Agreement – requests a modification of the scope of works, e.g. changes to the design, parameters, etc., then FIAB may present a new offer/proposal for changes for the Purchaser's approval. If the Purchaser does not agree to the new offer/proposal for changes to the offer, FIAB shall perform the Agreement in its original wording, without taking into account the changes that have not been approved by the Purchaser.

3. PRICE

- 3.1. Unless otherwise specified in the Agreement, the stipulated price is a net price. All taxes, customs duties and other charges related to the conclusion or performance of the Agreement shall be added to the price.
- 3.2. Unless otherwise specified in the Agreement, the stipulated price is expressed in accordance with the "Ex Works (EXW) Wrocław, Poland" term (Incoterms 2020).
- 3.3. If the Agreement stipulates that the Purchaser pays FIAB a specified amount for the delivery of the product, the delivery shall also be made in accordance with the "Ex Works (EXW) Wrocław, Poland" term (Incoterms 2020), with the reservation that the arrangement of delivery shall be the responsibility of FIAB. In such a case, the amount paid by the Purchaser to FIAB for the delivery of the product shall serve as the remuneration for FIAB for the arrangement of delivery and the reimbursement of the costs incurred by FIAB in relation to the arrangement of delivery. The provisions of this point shall also apply in cases where the Agreement stipulates that the delivery of the product is included in the price for the product. The liability for the product and the risk of accidental loss or damage to the product shall be borne by the Purchaser from the moment the product is made available at the premises of FIAB for collection by the deliverer, even if FIAB is responsible for the transport.
- 3.4. Unless otherwise specified in the Agreement, the price shall not include the installation of the product, training of its future users, services in the scope of machine service and other similar services.
- 3.5. If – in accordance with the Agreement – the obligations on the part of FIAB also include the installation and it has not been otherwise specified in the Agreement, FIAB shall cover the cost of travel and accommodation for the persons performing the initial installation and initial training of persons operating the product at the Purchaser's premises on behalf of FIAB. The aforementioned principle shall not apply to other services provided by FIAB, in particular the services in the scope of machine service, of which those under warranty.
- 3.6. If – pursuant to the agreed arrangements – FIAB is to participate in the approval inspection of the product at the Purchaser's premises or if FIAB is obliged to unload the product, the Purchaser shall be obliged to provide, at its own expense, all equipment necessary for proper unloading. FIAB shall inform the Purchaser what equipment is required for proper unloading. If the appropriate equipment is not provided, FIAB may suspend the unloading at the Purchaser's expense and risk.

- 3.7. The price specified in the Agreement shall constitute the upper limit of liability for damages on the part of FIAB towards the Purchaser for the failure to perform or the improper performance of the obligation arising from the Agreement. The Parties shall exclude the liability of FIAB for the Purchaser's lost profits and negative contractual interest.

4. TERMS OF PAYMENT

- 4.1. The price shall be paid in the currency in which the price has been expressed in the Agreement. The payment in another currency is permissible only with the prior consent given by FIAB in writing, otherwise null and void.
- 4.2. The payment of the first instalment of the price (advance payment) shall be a condition for FIAB to commence the manufacturing of the product or its purchasing from a third party. The payment of the second instalment is a condition for handing over the product to the carrier or the arrangement of delivery. It also applies if the Agreement stipulates a payment schedule other than that specified in point 4, with the reservation that if there are more than two instalments that have become due to FIAB before the product is handed over to the carrier or before the arrangement of delivery, then the condition for handing over the product or the arrangement of delivery shall be the payment of all instalments due before undertaking these activities.
- 4.3. The product shall remain the property of FIAB until the full price has been paid. If the Purchaser uses the product before the full price has been paid, FIAB may charge the Purchaser a fee for such use.
- 4.4. All bank transfer fees shall be covered by the Purchaser. The payment is considered to be made only when the bank account of FIAB is credited with its full amount.
- 4.5. If there are any delays in payments to FIAB, FIAB shall have the right to withdraw from the Agreement without setting an additional payment deadline, which shall constitute a case of withdrawal from the Agreement for the reasons for which the Purchaser is liable. However, the withdrawal from the Agreement may not take place later than 3 years after the conclusion of the Agreement. A delay in payment shall result in the extension of all deadlines and time limits binding upon FIAB by the number of days of delay in payment plus 14 days. Furthermore, a delay in payment shall cause that FIAB shall have the right to suspend the handing over of the product or the completion of its manufacture and the performance of other obligations of FIAB, such as installation, or training, or the provision of the machine service.
- 4.6. Once the full price is paid, the Purchaser shall obtain from FIAB a licence – which is unlimited in time – to use the product software which is the basis for its operation. In any case, the source code shall remain the property of FIAB. The licence shall be unlimited in time and space, non-transferable, without the right to sublicense, non-assignable and non-exclusive. The licence shall be granted solely for the purpose of using the product as intended, and therefore the Purchaser shall not be entitled to modify the software in any way, or to extract, copy, distribute, record, reproduce, create other copyrightable works based on it, or adapt it. The licence shall be permanently linked to a specific copy of the product and shall not entitle the Purchaser to install, run or use the software on any device, environment or configuration other than the product. If the

product is delivered to the Purchaser before the full price has been paid, the Purchaser shall also obtain a licence from FIAB pursuant to the terms and condition described hereinabove.

- 4.7. If the Purchaser who has not paid the full price to FIAB sells the product to a third party despite the retention of the title to the product until the payment of the price or given the contractual exclusion of such retention, then the claim for payment of the price from such a transaction shall pass to FIAB, up to the amount of the outstanding price due to FIAB together with interest.
- 4.8. A Purchaser who has been handed over the product with the retention of the title to it in spite of the fact that the full price has not been paid shall be obliged to insure the product against the risk of theft, destruction or damage with a minimum sum insured equal to the gross price for the product. Until the full price due to FIAB together with interest has been paid, the claims for compensation due under such insurance shall be transferred to FIAB – up to the amount of the outstanding price, together with interest.
- 4.9. If the Purchaser has any financial arrears towards FIAB, regardless of their reason, FIAB shall not fulfil the requests related to machine service or requests under warranty. The risk of loss of warranty due to the lack of periodic inspections shall be assumed by the Purchaser.

5. PRODUCT DELIVERY

- 5.1. If the Agreement stipulates that the arrangement of the delivery is on the part of FIAB, the Purchaser shall be obliged to inform FIAB of its readiness to receive the product – no later than on the 7th day after FIAB notifies the Purchaser of the completion of manufacture of the product, and shall be obliged to collect the product.
- 5.2. When FIAB rightfully suspends – for more than 30 days – the handing over of the product to the carrier, the arrangement of the delivery or the repeated delivery, FIAB shall be entitled to withdraw from the Agreement but no later than within three years of concluding the Agreement. The withdrawal from the Agreement in such a case shall constitute the withdrawal from the Agreement for the reasons for which the Purchaser is liable.

6. INSTALLATION AND APPROVAL INSPECTION

- 6.1. If the Agreement stipulates that the installation of the product is the responsibility of FIAB, FIAB shall inform the Purchaser of the technical requirements to be satisfied in the product assembly site no later than 30 days before the date of assembly. If there is a change in the circumstances related to the assembly after the technical requirements have been specified, the Parties shall be obliged to immediately inform each other of such changes.
- 6.2. The Purchaser shall ensure that all technical requirements for the installation site specified by FIAB are satisfied and shall notify FIAB of its readiness for installation no later than 7 days after the Purchaser has been notified of the manufacture of the product.
- 6.3. If the Purchaser fails to notify FIAB of its readiness for installation within the time limit specified in point 6.2, FIAB shall have the right to suspend the arrangement of delivery, or the handing over of the product to the carrier or the installation activities until such notification is made by the Purchaser. This shall not suspend the Purchaser's obligation to pay the price for the product.

- 6.4. If the product requires non-standard configuration (e.g. due to the unusual type of material that the product works with), the Purchaser shall be obliged to inform FIAB of this before the acceptance of the offer or before the conclusion of the Agreement. In such a situation, the Purchaser shall be obliged to send, at the Purchaser's own expense, the samples of the material that the product will work with to FIAB in order to enable FIAB to perform the tests and indicate whether the offer or the Agreement needs to be modified. If the Purchaser does not fulfil the aforementioned obligations, FIAB shall not be liable for the lack of functionality of the product required by the Purchaser.
- 6.5. The completion of the installation shall be confirmed by a post-installation product approval inspection report.
- 6.6. FIAB shall be entitled to draw up a unilateral post-installation approval inspection report if the Purchaser refuses to sign the post-installation approval inspection report without a valid reason, or prevents the completion of the installation, or fails to appear for the approval inspection procedure, or if the installation site does not satisfy the technical requirements specified by FIAB, or if the product cannot be installed due to the Purchaser's violation of the provisions of point 6.4 hereinabove. A unilateral post-installation approval inspection report shall have the same effect as a report drawn up between FIAB and the Purchaser, in particular – it shall confirm the final approval of the product.
- 6.7. In the case referred to in point 6.6, if the product cannot be properly installed without the Purchaser's participation (e.g. calibration/configuration of the product), the Parties agree that the Purchaser accepts the functionality of the product as it is upon the delivery and FIAB is not obliged to adapt the product at the installation site to the functionality required by the Purchaser.
- 6.8. In the situation referred to in point 6.6, the Parties may jointly agree that FIAB will perform additional activities required for the proper functioning of the product. In such a case, the Parties shall determine the amount of additional remuneration and the costs to be borne by the Purchaser, in particular, the travel and accommodation costs of FIAB employees.
- 6.9. Notwithstanding the rights mentioned hereinabove, if the installation does not take place for more than 30 days for the reasons specified in point 6.6. hereinabove, FIAB shall have the right to withdraw from the Agreement in the part concerning the installation, yet no later than three years after the conclusion of the Agreement. The withdrawal from the agreement in such a case shall constitute the withdrawal from the Agreement for the reasons for which the Purchaser is liable.

7. WARRANTY

- 7.1. FIAB shall be liable for product defects under the warranty.
- 7.2. The warranty entitles the Purchaser to receive the following warranty services from FIAB and regulates the liability of FIAB in full scope:
 - 7.2.1. repair of the product by FIAB;
 - 7.2.2. replacement of defective parts of the product with parts free from defects – if the product cannot be repaired;
 - 7.2.3. replacement of the entire product – if it is not possible to repair the product or replace its parts.

- 7.3. The cost of travel and accommodation for persons performing the warranty services to the product installation site shall be covered by the Purchaser. The payment of these costs is a condition for the provision and completion of warranty services. The Purchaser shall cover the costs of travel, accommodation and the costs of transport of product parts in each case where the Purchaser changes the country of use of the product to a country other than that at the time of assembly and installation of the product by FIAB.
- 7.4. The cost of customs duties, defective product parts or the entire product delivered to FIAB for replacement shall be covered by the Purchaser. The payment of these costs is a condition for the replacement.
- 7.5. The warranty shall cover only the defects existing in the product on the date of transfer of the risk of accidental damage or loss of the product to the Purchaser, or the defects resulting from causes existing in the product on the date of transfer of that risk to the Purchaser. The Purchaser shall be obliged to check the product for the occurrence of any defects in it within 14 days of delivery, otherwise the warranty rights are lost. The warranty shall not cover used products and, in particular:
 - 7.5.1. post-warranty inspections and their costs;
 - 7.5.2. product defects not reported by the Purchaser within 14 days of their discovery during the warranty period;
 - 7.5.3. major and minor damage resulting from causes not attributable to FIAB, in particular, those resulting from the improper use of the product, mechanical damage and its effects, installation not carried out by FIAB, inappropriate conditions at the place of use of the product (e.g. dust and dirt, inappropriate temperature and humidity at the place of use of the product), use of non-original consumables, damage caused by external factors (e.g. flood, fire, power surge);
 - 7.5.4. defects in the product repaired or modified by persons other than those delegated by FIAB or its authorised representatives;
 - 7.5.5. defects in the product with hidden, covered or removed rating plates or serial numbers;
 - 7.5.6. damage caused during transport, unloading or in other circumstances for which FIAB is not liable;
 - 7.5.7. stopping the operation of the product due to delays in payments to FIAB, including the consequences of such stopping of operation;
 - 7.5.8. use of materials or raw materials which are not intended for the product of a given type in the process of operation or use of the product and which may interfere with the proper functioning of the product;
 - 7.5.9. wear and tear of consumables or parts that quickly wear out, i.e. those which – due to their nature – have a service life that depends on the intensity of use (e.g. Melinex, Teflon, ground foot kit, filters).
- 7.6. A defect in the product covered by the warranty also includes the faulty operation of the product resulting from its incorrect installation, provided that the installation was carried out by FIAB.
- 7.7. The warranty is valid provided that the inspections are carried out in accordance with the product service manual. The inspections must be carried out by FIAB or an entity designated by FIAB.

- 7.8. The warranty shall not be the grounds for requesting the performance of the activities specified in the service manual to be performed by the user of the product on their own and at their own cost, and the activities that are part of normal operation, e.g. cleaning, maintenance, adjustment and parameter settings.
- 7.9. The product warranty provided by FIAB covers the period of two years, and with regard to the oscillator tube – the warranty period is one year (365 days) or two thousand (2,000) hours of operation, whichever comes first. The warranty period is counted from the date of transfer of the risk of accidental damage or loss of the product to the Purchaser, and if FIAB is responsible for the installation of the product – from the date of completion of the installation. In the case of lamp oscillators, the warranty period does not start anew after their replacement or repair but continues from the date of its granting. If the Agreement provides for a warranty period longer than one year, it shall be extended for a further period provided that the Purchaser orders from FIAB paid machine service before the expiry of the first year of the warranty.
- 7.10. Any and all failures and defects detected during the warranty period must be reported within 14 (fourteen) days of the occurrence of the problem to the FIAB Machine Service Department: Dział Serwisowy FIAB, ul. Rakietowa 38, 54615 Wrocław or by e-mail at service@FIABmachines.com. If the defects or failure are not reported within the aforementioned time limit, the rights resulting from the warranty shall be lost.
- 7.11. Given the fact that FIAB has granted the warranty, the liability of FIAB under the implied warranty is hereby excluded.
- 7.12. The liability of FIAB for damages arising from the failure to perform or the improper performance of the obligation shall not include lost profits or negative contractual interest, or losses in materials used in the course of production by the Purchaser, and shall be limited solely to damages resulting from intentional fault or gross negligence on the part of FIAB. The liability of FIAB shall be limited to the amount actually paid for the product by the Purchaser.
- 7.13. If it turns out – during the performance of the machine service – that the defect reported by the Purchaser for removal under the warranty is not covered by the warranty, the Purchaser shall be obliged to pay the fee for the machine service as for post-warranty machine service.
- 7.14. The warranty expires:
- 7.14.1. upon the expiry of the warranty period;
- 7.14.2. when mandatory machine service is not performed within the time limits specified in the product documentation;
- 7.14.3. in the event of unauthorised interference with the product;
- 7.14.4. when the product is used contrary to its intended purpose or contrary to the product documentation;
- 7.14.5. when the product is damaged and the damage does not result from its proper use.

8. SPECIFIC PROVISIONS ON MACHINE SERVICE

8.1. The Purchaser orders the machine service with the use of:

8.1.1. machine service order available at www.fiabmachines.com

- 8.1.2. by electronic mail (e-mail) at service@fiabmachines.com
- 8.1.3. by telephone on the number available at www.fiabmachines.com
- 8.2. A machine service request should include the information about the type of machine and the description of the failure, and in the case of a request for periodic machine service – the machine data.
- 8.3. If the failure is reported after 4.00 p.m. on business days and on Saturdays and Sundays, it shall mean that the machine service response time is counted from 8.00 a.m. on the next business day. FIAB shall provide the Purchaser with confirmation of receipt of the machine service request.
- 8.4. After completion of the machine service, a FIAB employee shall prepare a report on the activities performed within it. The Purchaser shall be obliged to check the number of hours worked for the performance of the machine service. The Purchaser shall confirm the performance of these activities with the Purchaser's signature and stamp on the machine service report. This is the moment when the machine service activities are completed. If the approval is not granted and there are no justified reasons for it, the report shall be considered as approved without the Purchaser's signature 3 days after its preparation.
- 8.5. Machine service activities which are not covered by the warranty shall be performed for a fee according to the Price List currently effective at FIAB and shall additionally include the cost of spare parts, shipping costs, costs of accommodation and travel of a FIAB employee.
- 8.6. In the event of unjustified calling of the machine service personnel for the warranty service, the Purchaser shall be obliged to pay the fees due according to the Price List for the service and other costs related to the ordered machine service. It shall apply in particular when the machine service request was unjustified (e.g. it turns out that the machine is in good working order) or if FIAB service technicians were not allowed to perform the machine service at the agreed location. The rules set out in this point shall also apply to machine service under warranty.
- 8.7. If there are any outstanding payments to FIAB for any reason, FIAB shall have the right to suspend the performance of the machine service (including the machine service under warranty) until the liability is paid.

9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 9.1. If the Agreement and the General Terms and Conditions of Sale and Machine Service of FIAB do not stipulate otherwise, the Parties undertake to maintain absolute confidentiality, of which, among other obligations, they shall not transfer and disclose the following to any third party, and they shall not use the following without a written consent granted by the other Party in writing, otherwise null and void: the content of this Agreement and the performance of its provisions, as well as any information to which the Parties have gained access, directly or indirectly, in connection with the performance of this Agreement (hereinafter referred to as "the Confidential Information").
- 9.2. In addition to the information referred to in the point hereinabove and in point 1.2.7 of these General Terms and Conditions, the Parties expressly indicate that confidential information

- includes all information concerning FIAB product, including the information concerning the price, its components and method of calculation, as specified in the Agreement or in the annexes thereto.
- 9.3. In particular, the Purchaser shall be obliged to keep all obtained confidential data in confidence. The Purchaser shall be obliged not to disclose the confidential data and not to use the confidential data for the purposes other than the performance of the Agreement or the normal use of the product.
- 9.4. Neither Party shall be obliged to treat the following information as confidential:
- a) the information that has been lawfully known to the receiving Party without any obligation of confidentiality prior to its disclosure by the disclosing Party,
 - b) the information that has been lawfully disclosed to the receiving Party in good faith by a third party who is not bound by any obligation of confidentiality under law, contract or other obligations,
 - c) the information that is or has become publicly available through no fault of the receiving Party,
 - d) the information that has been developed by the receiving Party without the use of or reference to the confidential information,
 - e) the information that has been provided to the receiving Party by the disclosing Party with express authorisation for unrestricted disclosure.
- 9.5. Unless such disclosure or transfer is permitted under the Agreement, each Party undertakes that it shall not disclose the other Party's confidential information to third parties without the other Party's consent, and shall not use such information for the purposes other than performance of its contractual obligations towards the disclosing Party. This restriction shall not apply if the disclosure of confidential information to a court, governmental/regulatory authority or other third party is required pursuant to court order, subpoena/summons to appear in the court or other procedural requirement, provided that when the foregoing occurs, the receiving Party shall (i) promptly notify the disclosing Party of it to the extent permitted by law, (ii) reasonably assist the disclosing Party in maintaining the confidentiality of the information; and (iii) disclose only the minimum amount of the Confidential Information necessary to comply with the disclosure obligation.
- 9.6. The Parties shall be entitled to disclose the confidential information only to their own employees/associates/advisers for whom such information is necessary for the performance of the duties entrusted to them under the Agreement and only to the extent that the recipient of the confidential information needs to have access to it. Each Party shall be liable for the acts or omissions of persons or entities to whom they disclose the confidential information as for their own acts or omissions. The Parties undertake to inform their employees/associates/advisers of the need to maintain the confidentiality.
- 9.7. Any and all confidential information that has become known to the other Party in the context of the Agreement shall be and shall remain the property of the disclosing Party. The disclosure of the confidential information shall not grant the receiving Party any licences or rights to trademarks, copyrights, patents, trade secrets or other intellectual property rights of the disclosing Party.

- 9.8. Upon written request of the disclosing Party, the receiving Party shall deliver – to the disclosing Party – the confidential information and all copies thereof or destroy them when requested to do so, and shall confirm the destruction in writing to the disclosing Party. In any event, the receiving Party shall remove or destroy all confidential information from any computer, word processor or other device containing the confidential information and shall destroy all notes, analyses and communications which contain fragments of confidential information.
- 9.9. The obligation to keep the confidential information in confidence is unlimited in time.
- 9.10. If the Purchaser has provided FIAB with any intellectual property and states that the Purchaser owns the intellectual property rights to that item, the Purchaser shall be liable for any acts or omissions by FIAB taken in reliance on that representation. In particular, the Purchaser shall indemnify FIAB against any claims that may be brought against FIAB by third parties claiming that their intellectual property rights have been infringed and shall compensate FIAB for any damage.

10. FINAL PROVISIONS

- 10.1. If any provision of the Agreement or the General Terms and Conditions turns out to be invalid, this shall not invalidate the entire Agreement or the entire General Terms and Conditions. The Parties shall make every effort to replace the invalid provisions with valid provisions, and until such an amendment is made, the invalid provisions shall be interpreted in such a way as to keep them in force with the closest possible legal effect.
- 10.2. The Agreement, the General Terms and Conditions, the Offer and the acceptance of the Offer and their effects shall be governed by the Polish law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods drawn up in Vienna on 11 April 1980 and the Convention on the Limitation Period in the International Sale of Goods drawn up in New York on 14 June 1974.
- 10.3. All deadlines and time limits specified in the Agreement or the General Terms and Conditions shall be extended by the period of occurrence of Force Majeure, which Force Majeure shall include, in particular natural forces preventing the performance of the agreement, fire, epidemic, pandemic or other similar situations, strikes, war. If Force Majeure affects the delivery of product components, this shall also be treated as Force Majeure on the part of FIAB.
- 10.4. If FIAB withdraws from the Agreement for the reasons attributable to the Purchaser, FIAB shall have the right to retain the price (or part thereof) received prior to withdrawal from the Agreement as a penalty for the withdrawal from the Agreement. On the same grounds, in case of withdrawal from the Agreement for the reasons attributable to the Purchaser, FIAB shall have the right to demand the payment of the outstanding part of the price from the Purchaser.
- 10.5. The Purchaser authorises FIAB to use the Purchaser's name and logo in its promotional, advertising or informational materials and in business correspondence for the purpose of promoting the operations of FIAB. At the request of FIAB, the Purchaser undertakes to provide FIAB with graphic files in the appropriate resolution for this purpose. The transfer of files constitutes a non-exclusive, territorially unrestricted, royalty-free licence on the basis of which

FIAB may use the files (of which copy, record and modify them) for the purposes related to the marketing activities of FIAB.

- 10.6. Any disputes arising from the General Terms and Conditions, the Agreement, the Offer or the Acceptance of the Offer shall be subject to the jurisdiction of the Polish courts. The courts competent to solve the disputes shall be the courts with general jurisdiction over the registered office of FIAB.
- 10.7. If the exercise of the rights provided for in the General Terms and Conditions requires the Purchaser to make additional declarations and representations, the Purchaser undertakes to make them when first requested to do so by FIAB and in the form required by FIAB.