

**GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF
SERVICES BY COMPANIES OPERATING AS PART OF
THE REMONTOWA TECH UNITY**

PRELIMINARY PROVISIONS

1. These General Terms and Conditions for the Provision of Services (hereinafter: 'GTC') are applicable to contracts concluded by Principals with companies operating as part of the REMONTOWA TECH UNITY Agreement, on the basis of which the Contractor is obliged to perform Work, i.e. works, provide the services or provide other services of a similar nature.
2. The GTC are an integral part of the Contract. If the GTC are not attached to the Contract or Purchase Order, but are referred to in their content, the Principal shall be bound by the GTC.
3. The GTC shall take precedence over the Principal's general contractual terms and conditions.
4. The documents constituting the content of the contract (the contractual relationship between the parties) shall form an integral part thereof and shall be regarded as mutually explanatory or complementary, but in the event of any contradiction, ambiguity or other inconsistency therein, the documents shall be interpreted according to the following hierarchy:
 - 1) The Contract Agreement or order as well as specifications and technical descriptions,
 - 2) Special Conditions of the Contract,
 - 3) The GTC,
 - 4) Other appendices to the contract,
 - 5) Any other documents that are part of or related to the contract.

§ 1 DEFINITIONS

The following words and phrases shall have the following meaning:

- 1) **Principal** – the entity contracting/ordering the Contractor to perform the Work,
- 2) **Contractor** – the company with which the Principal has concluded a contract, operating within the framework of the REMONTOWA TECH UNITY agreement and using the resources of the other Companies that are part of the REMONTOWA TECH UNITY agreement,
- 3) **Remontowa TECH UNITY** - an agreement of companies belonging to Remontowa Holding S.A., forming a communication node that allows for fast and comprehensive handling of requests for quotation, orders, contracts and performance of the Services for the Principal using the full potential of the Companies covered by the agreement, in particular Remontowa Hydroster Systems Sp. z o.o. with its registered office in Gdańsk, Remontowa Electrical Solutions Sp. z o.o. with its registered office in Gdańsk, REMONTOWA CLIMAREM Sp. z o.o. with its registered office in Gdynia, REMONTOWA River Shipyard Sp. z o.o. with its registered office in Gdańsk, Remontowa Lighting Technologies S.A. with its registered office in Gdańsk.
- 4) **Works** – works/services made by Contractor detailed described an order, called the subject of the services
- 5) **Material Defect** – a Defect that prevents or significantly impedes the use of the Work in accordance with its intended purpose,
- 6) **Work Site** - means a place or places which have been made available to the Contractor in connection with the performance of the Work,
- 7) **Acceptance Report** - a document confirming the due completion of the Work.
- 8) **Additional Work** – means Work not provided for in the contract, carried out by the Contractor on the basis of the Principal's instruction or in agreement with the Principal,
- 9) **Force Majeure** - means an event external to the Parties, not subject to their will, impossible to foresee or avoid, which could not have been prevented with due diligence, significantly hindering or preventing the proper execution of the Contract.

§ 2 CONCLUSION OF THE CONTRACT

1. The Principal is obliged to clearly inform the Contractor prior to the conclusion of the Contract if the Work ordered by the Contractor should have special parameters other than those prevailing and commonly used in the EEA market; this applies in particular to stricter quality requirements or a special purpose of the Work, as well as parameters that are unusual for the Work of a particular type. In the absence of different guidelines, the Contractor's standard quality standards shall apply.
2. The provisions of Article 68(2) of the Civil Code and Article 68(1) § 1 of the Civil Code are excluded in respect of the Contractor.
3. The Contractor stipulates that trade offers, calculations, designs, drawings and other technical data presented individually to the Principal is confidential and may not be disclosed by the Principal to third parties. Breach of this provision shall entitle the Contractor to exercise all rights provided for by law, in particular the right to take legal action for breach of trade secrets under the Act on Combating Unfair Competition of 16 April 1993.
4. The Contractor reserves ownership and copyright of the drawings, calculations, technical calculations, and other documents provided or made available to the Principal prior to and at the conclusion of the contract. They are intended solely for the purpose of concluding the contract and may not, either in whole or in part, be reproduced or made available to third parties without the Contractor's express prior written consent.

§ 3 EXECUTION OF ORDERS

1. The Contractor, in the execution of the Contractor, has the right to use the services of subcontractors, without the need to obtain the Principal's consent, in particular the Contractor's right to use the potential and resources of companies belonging to Remontowa TECH UNITY in the execution of the contract/order.
2. If the Principal breaches the terms of an order or the GTC, in particular the due date for payment of amounts due under a current or previous order, without prejudice to statutory rights, the Contractor shall be entitled to: (i) refuse to accept the order for execution or (ii) suspend the performance of the Services, in both cases at least until the Principal has paid the outstanding amounts. The Contractor shall not be liable for any extension of the order completion deadline resulting from the aforementioned reasons. This provision shall apply mutatis mutandis if, due to the Principal's financial situation, the Principal's payment of remuneration to the Contractor for the completed Work has become doubtful - in this case, the Contractor shall also be entitled to request the Principal to provide collateral or make a prepayment, even if these measures are not specified in the contract/order.
3. Notwithstanding the rights set out in section 2 above, in the event of a delay in payment of even a part of the remuneration due to the Contractor for the execution of the order/contract, by a period exceeding 30 days, the Contractor may withdraw from the contract/order in whole or in part within 90 days from the occurrence of the aforementioned delay in payment.
4. In the event that a confirmed order cannot be fulfilled or its fulfilment is hindered for reasons attributable to the Principal, the Contractor shall be entitled to withdraw from the contract (order) in whole or in part for reasons attributable to the Principal within 90 days of becoming aware of the breach.
5. The Principal shall not be entitled to any claim in respect of the Contractor's suspension of the Work for reasons attributable to the Principal. The completion date of the Work shall be automatically extended by the period of suspension of the execution of the Work. Should the stoppage of the Work exceed 30 days, the Contractor shall have the right to request an extension of the deadline for the execution of the Work for a period longer than that reserved in the preceding sentence, as appropriate.
6. If, as a result of the suspension of the execution of the Work for reasons attributable to the Principal, the Contractor has incurred additional costs associated in particular with the storage of materials, goods and tools, accommodation of employees, secondment of employees, demobilisation and re-mobilisation, the Principal shall reimburse the Contractor for such additional costs. This section shall apply mutatis mutandis if the execution of the Work is halted by the Principal's customer or the Work cannot be performed due to the

delay, acts or omissions of other contractors, for which the Contractor is not responsible, performing the Work on the Work Site.

7. The deadline for the execution of the Work may change and be extended accordingly in the event of force majeure. Force majeure may also be invoked by the Contractor during an existing delay in performance. The Contractor shall immediately inform the Principal of the commencement and cessation of such circumstances. The Contractor shall not be liable for any delay in the delivery of the Work caused by force majeure.
8. If the Contractor withdraws from the contract/order for reasons attributable to the Principal, the Principal, irrespective of any other claims to which the Contractor is entitled under the contract, the GTC or the law, shall pay the Contractor a penalty in the amount of 10% of the contract remuneration (value of the order) net, which shall not deprive the Contractor of the right to claim additional compensation.

§ 4 EXECUTION OF THE WORK, ACCEPTANCE OF THE WORK

1. If the Work has actually been performed and the Principal refuses to confirm the performance of the Work by signing the Acceptance Report, the Contractor, after the expiry of 3 days from the date of notification of the Work for acceptance, shall be entitled to draw up a unilateral acceptance report, indicating as the date of performance of the contract/order the date on which the Work was performed by the Contractor.
2. In the case of permanent contracts/orders billed by the hour or contracts/orders in which the execution of the Work takes place over a period of more than 1 month, if nothing else has been expressly agreed in the content of the contract/order, the Contractor shall be entitled to request partial acceptance and partial payments in accordance with the progress of the Work. Partial acceptance shall take place no more frequently than once every month.
3. If access to the Work Site is restricted by an entry ban or access control, the Principal shall be obliged to inform the Contractor of this and make the relevant passes, access codes, authorisation etc. available to the Contractor. All costs and damage resulting from the Principal's failure to comply with the obligation indicated in this section shall be borne by the Principal.
4. The Principal undertakes, in order to enable the execution of the Work on the Work Site, to make available to the Contractor free of charge the following:
 - an area with free access, storage places to the extent necessary for the execution of the Work,
 - utilities necessary for the performance of the Work, in particular electricity,
 - a staff room for the Contractor's employees with access to water and sanitary facilities,
 - ensure the possibility of undisturbed work, in particular by avoiding clashes with the work of Contractors from other industries.
5. If the contract or order includes the assembly, installation or connection of equipment, the Principal shall duly prepare the premises where the assembly is to be carried out by the Contractor, which means that the Principal shall carry out the following work and ensure the following conditions at the place of assembly:
 - i. completion by the Principal of the necessary building and finishing work required for the proper execution of the Works specified in order.
 - ii. making available to the Contractor the finished premises with the necessary systems and utilities and protected from harmful weather conditions,
 - iii. in case of works in building walls and ceilings shall have right angles, both vertically and horizontally,
 - iv. securing the surface (in particular walls and floors) of the path leading to the entrance of the premises where the installation is carried out against mechanical damage.
6. The supplied spare parts, goods or equipment are exclusively covered by the guarantee of their manufacturer, the Contractor does not provide a separate quality guarantee or warranty for the aforementioned spare parts, goods or equipment. If, for the proper execution of the Work, it is necessary to supply spare parts, goods or equipment manufactured by the Contractor, the terms and conditions of such supplies, as well as the terms and conditions of the quality guarantee or warranty shall be covered by a separate order and separate terms and conditions shall apply to them.

§ 5 ADDITIONAL WORK

1. Subject to the provisions contained in this paragraph the other provisions of the GTC shall apply mutatis mutandis to Additional Work.
2. Should it be necessary for the proper execution of the Work to provide spare parts, goods or equipment, such deliveries shall not be covered by the GTC and the delivery of the said parts, goods or equipment shall be made on the basis of a separate order and contractual terms and conditions.
3. Should, in the Contractor's opinion, the execution of the Additional Work be necessary for the proper execution of the Work or should the Principal's comments or instructions be in the nature of an order for Additional Work, the Contractor shall inform the Principal of this, but the failure to provide such information shall not deprive the Contractor of any rights, including the demand for remuneration for the Additional Work. The order for Additional Work shall include the type and scope of Additional Work, the commencement and completion dates for the Additional Work and the remuneration for the performance of the Additional Work. The Contractor shall have the right to refuse to perform the Additional Work.
4. In the event that the Contractor completes the Additional Work without the Parties agreeing in advance on the value of the remuneration due to the Contractor and the deadline for completion of the Additional Work: (i) the Contractor shall complete the Additional Work within a period of time reasonable due to the type and size of the Additional Work (ii) the Additional Work shall be settled based on their quotation prepared by the Contractor. The Contractor shall prepare a quotation of the Additional Work using the established unit prices of the Basic Work, and if this proves inadequate due to the specific nature of the Additional Work or if no such unit prices are available, the Contractor shall prepare a quotation of the Additional Work on market rules, but according to the prices of goods and services applied by the Contractor.

§ 6 REMUNERATION

1. The remuneration stated by the Contractor refers exclusively to the scope and type of Work specified in the contract/order.
2. In the absence of an express provision to the contrary, the remuneration shall be specified in PLN and shall be a net amount, which shall be increased by the value added tax. The remuneration may also be expressed as the PLN equivalent of an appropriate amount stated in another currency, converted into PLN at the average exchange rate of the National Bank of Poland (NBP) applicable on the date of the invoice.
3. Should the Contractor not expressly indicate in the content of the Parties' arrangements whether the rates or prices in question are net or gross, it shall always be deemed that they are net rates, to which value added tax shall be added at the applicable rate.
4. The Principal authorises the Contractor to issue VAT invoices in electronic form and to send them to the e-mail address of the Principal's contact persons or to the Principal's general contact e-mail address, in particular as disclosed on the Principal's website.
5. In the absence of express provisions to the contrary in the contract/order, the due date for payment of the amounts specified in the VAT invoice and debit notes shall be 7 days.
6. The date of payment shall be the date on which the funds are credited to the Contractor's bank account. Should the Principal fail to pay on time, the Contractor undertakes to pay the agreed interest and, in the absence of any agreement in this regard, the Contractor shall be entitled to interest for delay in the maximum amount permitted by Polish law (pursuant to Article 481 §2¹ of the Civil Code) and to reimburse all costs related to the collection of the amounts due.
7. The Principal may not set off any of its receivables from the Contractor (regardless of their nature, legal basis or title) against the Contractor's receivables from the Principal on any account. In particular, the Principal shall not be entitled to set off its receivables against the Contractor's receivables in respect of remuneration for the execution of the Work or Additional Work.

8. The lodging of a complaint by the Principal shall not suspend the Contractor's payment terms and the maturity of the Contractor's receivables, nor shall it justify the Principal's withholding of any payments.
9. The Contractor informs that it has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions.

§ 7 QUALITY GUARANTEE AND WARRANTY FOR DEFECTS IN THE SUBJECT MATTER OF THE CONTRACT

1. The Contractor shall provide the Principal with a quality guarantee for the Work for the period indicated in the order or contract, and in the event that the period is not indicated in the contract or order – for the period of 12 months.
 2. The Contractor's liability under the warranty and quality guarantee shall cover only defects in the Work performed by the Contractor under the contract/order.
 3. The supplied spare parts, goods or equipment are exclusively covered by the guarantee of their manufacturer, the Contractor does not provide a separate quality guarantee or warranty for the aforementioned spare parts, goods or equipment. If, for the proper execution of the Work, it is necessary to supply spare parts, goods or equipment manufactured by the Contractor, the terms and conditions of such supplies, as well as the terms and conditions of the quality guarantee or warranty shall be covered by a separate order and separate terms and conditions shall apply to them.
 4. In the event of any shortcomings or defects in the work, the Principal shall send a complaint notification to the Contractor in writing or by e-mail immediately, but no later than within 3 days of discovering the shortcoming or defect.
 5. The Principal shall specify the following in the complaint: order/contract no., reason for the complaint, description of the irregularity and relevant documentation or other evidence of the defect.
 6. The Principal shall be obliged to secure, at its expense, the defective Work to allow the Contractor to examine it, and to minimise the possible extension of the defect or negative impact on other work or equipment.
 7. Failure to inform the Contractor that a complaint has been investigated shall not be regarded as a tacit acknowledgement by the Contractor.
 8. If a complaint is acknowledged, the Contractor shall rectify the defects. The Contractor has the right to refuse to rectify the defects if it entails disproportionately high costs.
 9. The Contractor shall proceed to rectify the defects within a time limit agreed by the Parties, which is reasonable in view of the type, extent of the defect and the planned method of rectification. Any agreed repair deadlines are approximate deadlines. The Principal shall not be entitled to any claims against the Contractor for exceeding these deadlines.
 10. The Contractor's liability for defects shall not include indirect costs, including lost profits.
 11. The Contractor's liability for defects, as defined above, shall only arise if the remuneration for the Work covered by the complaint notification is paid. The Contractor shall have the right to withhold from the Principal any claims under the complaint until the Principal has paid to the Contractor all outstanding receivables.
 12. The Contractor's liability under the guarantee is limited to the obligation to remove physical defects of Works resulting from its exclusive fault.
 13. The guarantee does not cover damage:
 - a) resulting from improper use of subject of the service,
 - b) resulting from lack of proper maintenance and/or cleaning and/or storage/use of the subject of service in inappropriate conditions,
 - c) of the nature of mechanical damage or damage resulting from the action of chemical agents,
 - d) resulting from the operation of the item or service in a manner inconsistent with applicable regulations or other recommendations of the Contractor, if any,
 - e) resulting from the use of the item or service in a manner inconsistent with applicable regulations and the Technical and Operational Documentation, instructions or other recommendations of the Contractor, if any,
 - f) resulting from the use of the item or service in manner leading to its excessive wear and tear or use of the item of service in a manner inconsistent with its intended use,
 - g) resulting from interference in the item of service by a person not authorized by the Contractor, including any changes made by such person in the item of service, unless the Contractor has given prior consent thereto in writing under penalty of nullity,
 - h) resulting from poor quality of the working medium, lubricants, etc. used during the operation of the subject of the services,
 - i) resulting from repairs and alternations carried out by unauthorized person,
 - j) resulting from force majeure, which shall be understood as, among others: fire, flood, lightning strike, state of war and natural disasters, power surges,
 - k) of nature other than those specified in points a-j, occurring without the fault of the contractor.
14. The guarantee does not cover service activities, in particular:
 - a) consisting in the adjustment of serviced item in good working order,
 - b) other activities which, in accordance with the Technical and Operational Documentation, operating instructions or other recommendations of the Contractor (if any), the person entitled to the guarantee is obliged to perform on their own and at their own expense.
 15. If the service was performed based on documentation provided by Ordering Party, the Contractor shall not be liable for any defects, faults, lack of functionality or efficiency, etc. resulting from the performance of the service in accordance with this documentation.
 16. The guarantee does not cover the replacement of consumables. The Contractor shall not be liable for normal wear and tear of the subject of the contract.
 17. The Contractor shall be exempt from the obligation to provide guarantee services in the event of loss, destruction or contamination of the nameplate preventing identification of the subject of the service (if any).
 18. The provision of guarantee services by the Contractor does not change the guarantee period for subject of the service. The guarantee for elements that were subject to replacement ends after 3 months from the date of replacement of the element.
 19. In the event of an unjustified notification of the defect in the subject of the service for warranty repair, all costs related to this (cost of travel, accommodation, verification of the service, etc.) will be borne by the Application – in the full amount of costs incurred by the Contractor.
 20. The Parties exclude the application of the provisions of the Civil Code on warranty for defects. In this respect, the parties shall only be bound by the provisions of the GTC.
 21. The Principal shall not be entitled to refuse acceptance of the Work and payment of the Contractor's remuneration if the Work is free from Material Defects. If the Work is divisible and the Material Defects affect only part of the Work, the Principal may refuse to accept the Work only to the extent that it is affected by the Material Defect. If the Material Defect can be rectified, the Parties shall agree on a time limit for the Contractor to rectify the Material Defect that is reasonable in view of the size and nature of the Material Defect, and the Principal shall not be entitled to withdraw from the Contract only because the Work has a Material Defect. The Contractor may refuse to rectify the Defect if it would incur disproportionate costs to the Contractor - in this case, the Principal shall not be entitled to provide substitute work, but if the Material Defect actually prevents the safe use of the Work, the Principal shall be entitled to withdraw from the Contract in the part of the Work affected by the Material Defect. If the Material Defect only reduces the value of the Work, the Principal shall be entitled to reduce the Contractor's remuneration in proportion to the reduced value of the Work due to the Material Defect, and the foregoing shall apply if the Contractor refuses to rectify the Material Defect or the Material Defect is not rectifiable.

§ 8 LIABILITY FOR NON-PERFORMANCE OR IMPROPER PERFORMANCE OF THE CONTRACT

1. Should the contract or any of the documents constituting the contractual relationship provide for the Contractor's obligation to pay contractual penalties to the Principal, the Contractor's liability on this account shall be limited to the value of 10% of the Contractor's net remuneration specified in the contract/order, and this shall apply to both the maximum value of individual penalties and their sum.
2. The Contractor's liability for damages (including the value of any penalties and any supplementary compensation and other claims of the Principal) to the Principal is limited to the value of 50% of the Contractor's net remuneration as specified in the contract/order. The Contractor's liability shall not include lost profits, indirect and potential damage and shall be limited to damage caused directly by the Contractor, actually and reasonably incurred by the Principal and duly documented.
3. Notwithstanding the Contractor's rights under generally applicable law or other provisions of the GTC or the Agreement, in the event of:
 - 1) breach by the Principal of material provisions of the contract/order, its appendices or the GTC, or
 - 2) suspension by the Principal or its customer of the execution of the Work for a period exceeding 30 days in total,The Contractor shall be entitled, at its discretion, after giving the Principal an additional period of no more than 7 days to cease and remedy breaches, to withdraw from the contract or to terminate it with immediate effect in whole or in part. The Contractor may exercise the right of withdrawal referred to in the previous sentence within 90 days of the expiry of the deadline referred to in the previous sentence. Should the Contractor exercise its right to withdraw from the Contract in part, the Contractor shall be entitled to receive the Remuneration for that part of the Work and Additional Work that has been performed and to reimbursement of the costs incurred in connection with the preparation for the execution of the Work in respect of which the withdrawal has been made.
4. If the Contractor exercises its right to withdraw from the Contract on any grounds, the Contractor shall be entitled to claim from the Principal a contractual penalty amounting to 10% of the net remuneration specified in the Contract.
5. In the event that the amount of damage caused to the Contractor by the Principal exceeds the amount of the reserved contractual penalties, the Contractor shall be entitled to claim from the Principal additional compensation on general rules. This provision shall apply to any penalties that may be charged to the Principal by the Contractor.
6. The Principal shall not be entitled to any further claims against the Contractor under the provisions of the Civil Code or claims based on other grounds than those specified in the GTC.

§ 9 CONFIDENTIALITY

1. The Parties undertake to keep confidential and to use only for the purpose of the execution of the Contract all information and materials of a confidential nature and not to disclose them to third parties without the prior consent of the other Party submitted in writing in order to be valid.
2. Confidential information and material shall be any information or material provided by a Party to the other Party in the course of or in connection with the execution of the Contract, irrespective of the manner and form in which it is recorded, unless such information is generally known or the obligation to disclose it arises from generally applicable laws or is provided at the request of the courts of law or other relevant state authorities or for the purposes of judicial or administrative proceedings.
3. It shall not be deemed a breach of the obligation of confidentiality to make the content of the Contract and information concerning its execution available to the Party's legal or financial advisors subject to the obligation of such entities to keep the information provided confidential.
4. The parties undertake to maintain the confidentiality rules described above also after the expiry or termination of the contract/order for an indefinite period of not less than 10 years.

§ 10 FINAL PROVISIONS

1. The Principal may not transfer obligations, receivables or other rights under the Contract to third parties without the prior consent of the Contractor expressed in writing in order to be valid.
2. The Parties agree that if any provision of the GTC, for any reason, proves to be invalid or unenforceable, this shall not affect the validity of the GTC in the remaining scope.
3. The GTC, the contract/order, and all contractual documents shall be governed by and interpreted in accordance with Polish law.
4. Any unresolved disputes shall be resolved in accordance with the provisions of Polish law and shall be brought before the Polish common court with jurisdiction over the city of Gdańsk.