

## **SPECIFIC TERMS AND CONDITIONS OF ORDER**

### **I. General rules**

1. These Specific Terms and Conditions of Order form an integral part of the Order. If our order is not confirmed within 7 days of its receipt in writing, by phone, fax or email, the following *Specific Terms and Conditions of Order* shall be deemed accepted.
2. Should any of the provisions of these *Specific Terms and Conditions of Order* become invalid as a result of amended statutory regulations, the other provisions shall remain valid.
3. Any deviation from these Specific Terms and Conditions of Order shall require written form to be valid.
4. Any proprietary rights related directly or indirectly to this Order, which includes the Supplier's receivables under the Order as well as related incidental dues (such as interest) must not be transferred to third parties and any legal or actual transaction which causes, either directly or indirectly, a change of the creditor from the Supplier to another entity must not be made, without prior consent of DFME „DAMEL" S.A. given in writing to be valid. Additionally, to pursue any rights under the Agreement, the Supplier must not give an authorisation, including authorisation to collect cash, to another company, including companies which are engaged in other financial service activity not elsewhere classified, or other business management and consultancy activity within the meaning of the Regulation of the Council of Ministers of 24 December 2007 on the Polish Classification of Business, i.e. companies which are engaged in debt collection.

### **II. Payments**

5. The price for completion of the order shall be paid against an accurate and correct invoice issued in conformity with the law, within the deadline specified therein. If the payment date indicated in the invoice falls on a Saturday or another day which is a day off work according to current legal regulations or internal bylaws adopted by DFME "DAMEL", the payment shall be made on the next business day. In this situation, the deadline shall be observed. The payment day shall be the date of debiting the Ordering Party's bank account.
6. If payment is delayed, the payment of interest shall be subject to separate negotiations.
7. If the deadline for completion of the order is delayed, DFME "DAMEL" shall be entitled to impose liquidated damages of 0.1% of the aggregate value of the order per each day of delay with respect to the deadline, which shall be without prejudice to the right to claim additional compensation according to general rules. The liquidated damages shall be paid within 7 days of receipt of the request for payment by the Supplier.

### **III. Conditions of Order completion**

8. Certificates, conformity declarations and other documents which confirm conformity of quality of the goods ordered shall be enclosed by the Supplier with a document confirming release of the goods.
9. Any designs, sketches, drawings, pictures, models and other documents made accessible to the Supplier shall remain the property of DFME "DAMEL" S.A. and they must not be copied, presented to third parties or otherwise used, disseminated or copied without explicit written consent of DFME "DAMEL" S.A. The Supplier may only use them in order to complete the order. The Seller shall return said materials at the first request of DFME "DAMEL" S.A. within the time limit indicated by the latter, which shall not be longer than 7 days of receipt of the request. Each time, however, unless the Ordering Party resolved otherwise, after completion of the order, said materials shall be promptly returned by the Supplier with no separate request, but no later than upon delivery of the goods.
10. DFME "DAMEL" reserves the right to inspect the accuracy of completion of the order by the Supplier and the goods supplied by it.