

SPECIFIC TERMS AND CONDITIONS OF CONTRACT

I. General

1. These *Specific Terms and Conditions of Purchase* constitute an integral part of the Purchase Order. Failure to confirm our order within 7 days in writing, by telephone, fax or e-mail of its receipt shall constitute acceptance of the following *Specific Terms and Conditions of Purchase*.
2. If certain provisions of these *Specific Terms and Conditions of Purchase* are invalid, including those resulting from the introduction of different statutory regulations, the remaining provisions shall not be invalidated.
3. Any deviation from the application of these *Specific Terms and Conditions of Purchase* shall be made in writing under pain of nullity.
4. Any property rights directly or indirectly related to this Order, including the Supplier's claims under this Order and any incidental receivables related thereto (e.g. interest), may not be transferred to third parties, or any other legal or factual action whose direct or indirect effect is to change the creditor from the Supplier to another entity, may not be performed without the prior consent of DFME "DAMEL" S.A. expressed in writing under pain of invalidity. Concurrently, in order to assert any rights under the Agreement, the Supplier may not grant authorisation, including collection authorisation, to another company, including a company conducting other financial service activity, not classified elsewhere, as well as other consulting in the scope of conducting business activity and management within the meaning of, inter alia, the provisions of the Regulation of the Council of Ministers of 24 December 2007 on the Polish Classification of Activities, i.e. companies dealing with debt collection activity.

II. Payment

5. Payment of the price for the execution of the order shall be made on the basis of a correct and reliable invoice issued in accordance with the law within the time limit specified therein. If the day of payment indicated in the invoice falls on a Saturday or another day which is a day off from work in accordance with applicable provisions of law or internal regulations of DFME "DAMEL", the payment will be made on the next working day. In this case, the payment period shall be observed. The day of payment shall be the day on which the Ordering Party's bank account is debited.
6. In case of late payment, the issues related to interest payment will be subject to separate negotiations
7. In case of failure to meet the deadline for the order, DFME "DAMEL" will be entitled to charge contractual penalties in the amount of 0.1% of the total value of the subject of the contract for each day of delay in relation to the specified deadline, which does not exclude the possibility of seeking supplementary compensation on general terms. The contractual penalty is payable within 7 days from the date of receipt by the Supplier of a request for payment.

III. Terms and conditions of order execution

8. The Supplier shall attach attestations, certificates, and declarations of conformity or other documents confirming the quality of the ordered goods to the delivered goods release document.
9. Designs, sketches, drawings, images, models and other documents made available to the Supplier shall remain the property of DFME "DAMEL" S.A. and may not be copied, presented to third parties or otherwise used, distributed or reproduced without the express written consent of DFME "DAMEL" S.A. The Supplier may use them only for the purpose of executing the order. The Seller shall return the above materials at the first call of DFME "DAMEL" S.A. within the time limit specified by the Seller, however not longer than 7 days from the receipt of the call. In any case, however, if the Ordering Party did not decide otherwise earlier, after completing the subject of the order, the above materials should be immediately returned by the Supplier without a separate call, but not later than with the delivery of goods.
10. DFME "DAMEL" reserves the right to control the correctness of the order execution by the Supplier and the goods delivered by him.