

**GENERAL TERMS AND CONDITIONS  
OF PURCHASE OF DOHMEYER CONSTRUCTION SP. Z O.O.,  
HEREAFTER "DOHMEYER"**

Version dated: 1 Febr 2015  
Replaces all previous versions.

"Customer" or "Purchaser" means Dohmeyer Construction Sp. z o.o. and any company in which either or both together directly or indirectly owns or controls the voting rights attaching to not less than 50% of the issued share capital, or controls directly or indirectly the appointment of a majority of the board of management. Company registration number NIP PL5252494903

**Article 1. Order and Confirmation of Order**

The Customer may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt. Any alterations, amendments or additions to the order shall only become a part of the agreement if the Customer accepts such in writing. In particular, the Customer is bound by the General Terms and Conditions of the Supplier only to the extent that these are in accordance with the Customer's own General Terms and Conditions or if the Customer agrees to such in writing. The acceptance of deliveries or services as well as payments do not constitute such agreement.

**Article 2. Rights of Use**

The Supplier hereby grants the Customer the following non-exclusive, transferable, worldwide and perpetual rights: to use the deliveries and services, to integrate them into other products and to distribute them worldwide; to use or allow others to use software and its related documentation (hereinafter collectively referred to as "Software") in connection with the installation, launch, testing and operation of the Software; to sublicense the right of use to other distributors and end customers;

; to license affiliates and other Dohmeyer controlled companies.

The Supplier shall inform the Customer - at the latest at the time the order is confirmed - whether the products and services to be delivered contain "open source software". In the context of this provision "Open Source Software" means any software that is provided royalty-free by the respective licensor to any user

**Article 3. Term and Penalty for Breach**

For the purposes of establishing the timeliness of delivery or rectification, the relevant point in time is the date of receipt at the place of receipt designated by the Customer, and for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance. Where any delay in delivery or performance or rectification can be anticipated, the Customer shall be notified immediately and its decision sought. If - in the event of delay - the Supplier cannot prove that he is not responsible for the delay, the Customer may charge a penalty in respect of each commenced working day of delay amounting to 1% per week but not exceeding a total of 5 % of the total value of the contract. In the event that the appropriate reservation of rights is not made at the time of acceptance of delivery, services or rectification, this penalty may be claimed up until the date of final payment.

**Article 4. Transfer of Risk, Dispatch and Place of Performance**

For deliveries involving installation, commissioning or services, the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by the Customer at the designated place of receipt. Unless otherwise agreed, the costs of delivery and packaging shall be borne by the Supplier. For pricing ex works or ex warehouse of the Supplier, transport shall in each case be at the lowest possible cost, insofar as the Customer has not requested a particular method of delivery. Any supplementary costs arising from non-conformity with the transport requirements shall be borne by the Supplier. Where the price is quoted free to the recipient, the Customer may also determine the method of transportation.

Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Supplier. Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number. Notice of dispatch shall be provided immediately with the same information. If the transport is performed by a carrier commissioned by the Customer, the Supplier will inform the carrier of the necessary data concerning dangerous goods in accordance with legal requirements. If the Customer informs the Supplier

that following the initial transport another transport with a different mode of transport is scheduled, the Supplier will also follow the relevant legal requirements concerning dangerous goods with regard to such on-going transport. The Supplier shall be liable for any expenses and/or damages incurred by

Customer due to any breach of the obligations under this article 4, unless Supplier is not responsible for such breach.

**Article 5. Invoices**

The order number as well as the number of each individual item shall be detailed in invoices. Insofar as any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.

**Article 6. Payment**

Unless otherwise agreed, payments shall be due and payable no later than 60 days net. If payment is made within 14 days, Customer is entitled to a 3 % discount, if payment is made within 30 days, Customer is entitled to a 2 % discount.

The period for payment shall commence as soon as any delivery or service is completed and a correctly issued invoice is received. Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance. A discount shall also be allowed if the Customer sets off or withholds any payments to a reasonable extent on account of any deficiency. The period for payment shall commence after the complete rectification of any deficiency. Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with the Contract.

**Article 7. Inspection upon receipt**

The Customer shall immediately upon receipt examine whether a delivery corresponds to the quantity and type of products ordered and whether there are any external recognizable transportation damage or other deficiencies. Should the Customer discover any deficiency in the course of these inspections, it shall inform the Supplier of such deficiency. Should the Customer discover a deficiency at any later stage, it shall also notify the Supplier. Complaints may be raised within one month of delivery of a product or performance, and insofar as deficiencies are not discovered until commissioning, processing or first use, within one month of detection. In this regard the Customer shall have no other duties to the Supplier other than the duties of inspection and notification above.

**Article 8. Warranty**

If deficiencies are identified before or during the transfer of risk or during the warranty period provided for in article 8, the Supplier must at its own expense and at the discretion of the Customer either repair the deficiency or provide reperformance of services or replacement of deliveries (= rectification). This provision also applies to deliveries subject to inspection by sample tests. The discretion of the Customer shall be exercised fairly and reasonably.

Should the Supplier fail to rectify (i. e. repair or replacement) any deficiency within a reasonable time period set by the Customer, the Customer is entitled to: cancel the contract in whole or in part without being subject to any liability for damages; or demand a reduction in price; or undertake itself any repair at the expense of the Supplier or reperformance of services or replacement of deliveries or arrange for such to be done; and claim damages in lieu of performance.

The same shall apply if the Customer has a strong particular interest in immediate rectification in order to avoid any liability of its own for delay or for other reasons of urgency and it is not reasonable for the Customer to request the Supplier to rectify the deficiency within a reasonable time period.

If the Supplier provides subsequent performance or repairs, the warranty periods set out in article 8 shall begin to run once again.

The warranty period for material deficiencies is two years, insofar as no statutory provisions provide longer periods. The warranty period for deficiencies in title is three years, insofar as no statutory provisions provide longer periods. The warranty period begins to run with the transfer of risk (see article 4).

**Article 9. Duty to Verify Title/Duty to Inform**

It is essential that the products are delivered free of any third party rights. Thus the Supplier is under a duty to verify title and inform the Customer of any possible conflicting industrial and intellectual property rights. Any breach of such duty is subject to the normal statutory limitation period.

**Article 10. Subcontracting to Third Parties**

Subcontracting to third parties shall not take place without the prior written consent of the Customer and entitles the Customer to cancel the contract in whole or in part and claim damages.

**Article 11. Tools, Patterns, Samples, Confidentiality etc.**

Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials provided by the Customer, as well as any materials derived there from, shall not be made available to any third party nor used for any other purpose than those contractually agreed except with the prior written consent of the Customer. Such materials shall be protected against unauthorized access or use. Subject to any further rights the Customer may demand that such materials be returned if the Supplier breaches these duties.

The Supplier shall not make available to any third party any information obtained from the Customer if such information is not already general knowledge or has not been lawfully obtained by the Supplier. Insofar as the Customer agrees to any subcontracting to a third party, such third party shall agree to such terms in writing.

**Article 12. Code of Conduct for Dohmeyer Suppliers**

The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. Moreover, the Supplier will take

responsibility for the health and safety of its employees, the Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote this Code of Conduct among its suppliers.

**Article 13. Reservation Clause**

The Customer shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions, unless Customer was or should have been aware of these obstacles when the agreement was concluded.

**Article 14. Applicable law**

Any disputes in relation to the agreements between the client and Dohmeyer, regardless of nature, including legality, interpretation, application or execution, modalities, conditions etc. are governed by Polish law. If any stipulations in these contracts were to be declared invalid, unlawful or non-enforceable, the remaining stipulations will integrally continue to be valid, lawful and enforceable. The titles of the sections in this text are only indicative in nature; they do not form part of the modalities and conditions and will not affect their interpretation. This agreement is binding for, for the benefit of and enforceable by all parties and their respective heirs, personal representatives, successors and appointees. Only the courts in Tarnobrzeg, Poland, have jurisdiction in a dispute.

Dohmeyer Construction Sp. z o.o.,  
ul. Wojska Polskiego 3  
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Poland  
VAT: PL5252494903,  
KRS: 0000374180 wpisany w Krajowym Rejestrze Sądowym, w Sądzie Rejonowym w Rzeszowie, XII Wydz. Gospodarczy

