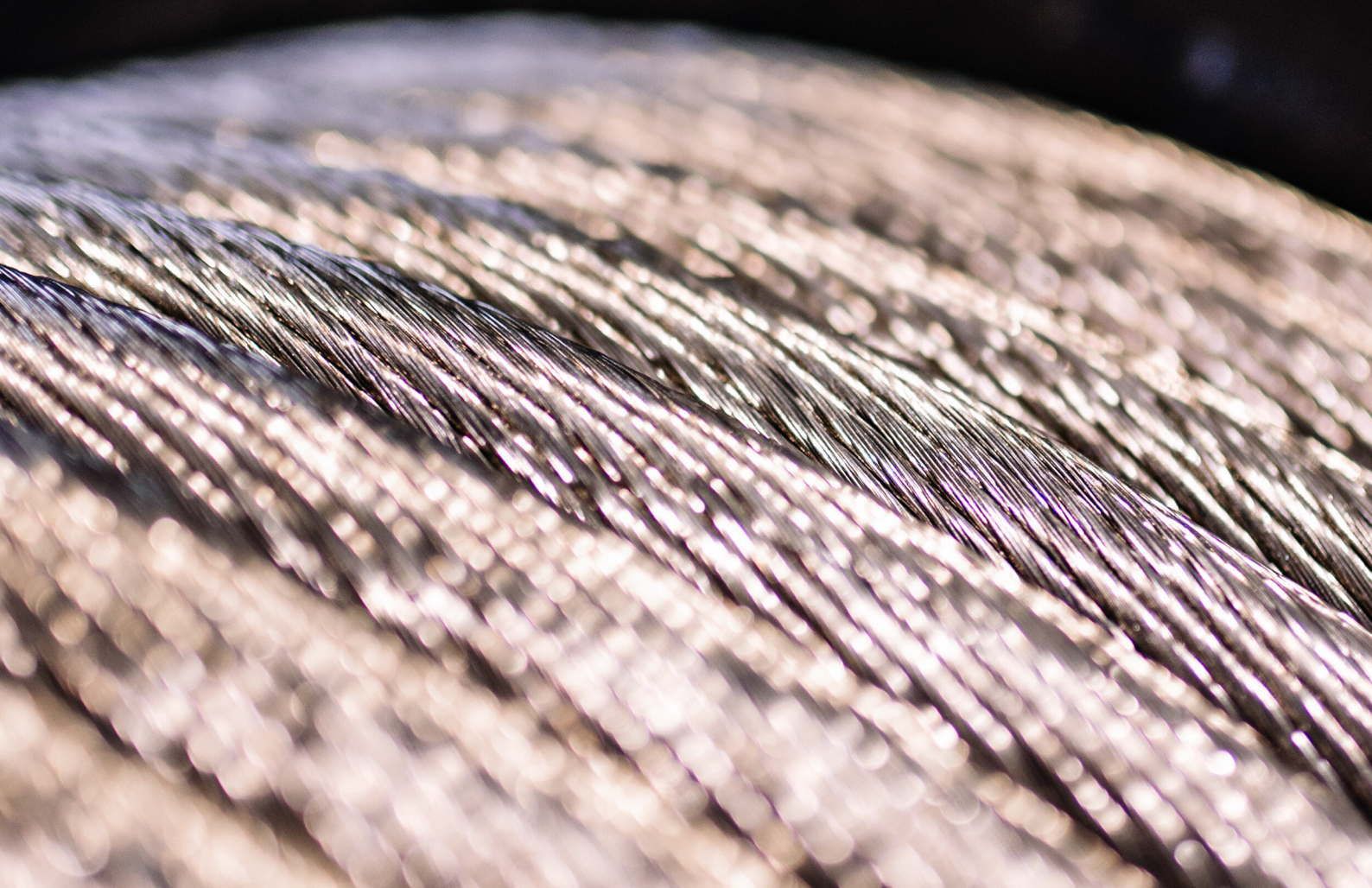


GENERAL TERMS AND CONDITIONS



NPA
SKAWINA



**BORYSZEW
GROUP**

GENERAL TERMS AND CONDITIONS**of Boryszew S.A. Oddział Nowoczesne Produkty Aluminiowe Skawina****since 6.05.2020**

1. The Buyer hereby engages the Seller to provide Goods as precisely set forth in the Contract executed by the Parties. The Contract and General Terms and Conditions of Sale shall control over any inconsistent, additional or different terms or conditions that appear on any quotation, acknowledgement, proposal, invoice or other communication received from the Buyer. Any additional or different provisions contained in such documents that purport to alter or vary any of the terms and conditions of the Contract or General Terms and Conditions of Sale are hereby rejected and objected to in advance and shall not become a part of the Parties' agreement unless otherwise specifically agreed in a writing signed by both parties. All capitalized terms not defined herein shall have the meanings set forth in the Contract.
2. Either Party may at any time notify the other Party via email of a change of the Contact Data specified in the Contract and the new Contact Data to which notice shall be given to beforehand.
3. The Parties may at any time amend the Delivery Schedule and/or the Quantity of a given Delivery. No such amendment shall be valid or effective unless mutually and explicitly agreed by the Parties via email.
4. Goods shall be delivered within the amount of the Credit Limit granted to the Buyer by the Seller's insurance/factoring company for all obligations of the Buyer set forth herein and in separate purchase order(s) or other transactional document(s) submitted by the Buyer, regardless of the contractual or legal basis, in the amount set forth in the Contract. In the case the Seller's insurance/factoring company decreases the amount of the Credit Limit, the Seller is authorized to decrease the Credit Limit set forth herein by notifying the Buyer of the above via email. Such an amendment does not require execution of a written amendment to the Contract. In the case the Buyer exceeds the abovementioned Credit Limit, the Seller is authorized to withhold further deliveries until, at the Seller's choice, (i) the Buyer pays the fees due for each further Delivery in advance in full; or (ii) the Buyer settles the amount by which the Buyer exceeded the Credit Limit and by doing so it releases a respective part of the actual Credit Limit.
5. In case the delivery shall be in accordance with FCA Skawina Incoterms 2010, following rules shall apply:
 - 1) the Seller shall notify the Buyer via fax or via email that Goods are ready for delivery, not later than five (5) days before the planned date of delivery;
 - 2) the Buyer shall collect Goods from the Seller on the date of provided by the Seller in the notification as per Clause 1), at his own risk and expense;
 - 3) immediately upon receiving the Seller's notification as per Clause 1) the Buyer shall notify the Seller via fax or via email of the carrier, the registration number of the carrier's vehicle and the data of a driver of the vehicle (at least name, surname, ID card number) authorized by the Buyer to collect Goods from the Seller, not later than 1 (one) day before the planned date of the delivery set forth as per Clause 1);
 - 4) the Seller is authorized and obliged to hand over Goods solely to the driver authorized to collect Goods and to load Goods to the vehicle as set forth by the Buyer in the notification issued as per Clause 3);

- 5) if the Buyer fails to notify the Seller as per Clause 3); or the actual data of the carrier, vehicle or the driver fails to be consistent with the data provided by the Buyer as per Clause 3), the Seller is authorized to refuse to release Goods, and such a case is considered to be the Buyer's delay in collecting Goods.
6. All claims concerning the quantity of Goods delivered pursuant to the Contract shall be notified to the Seller at the time of Delivery in a waybill or other document confirming the delivery of Goods. All claims concerning the quality of Goods delivered pursuant to the Contract shall be notified to the Seller in writing within 14 days upon the date of Delivery of Goods to which the claim pertains. Any claims notified to the Seller after the dates set forth above shall not be accepted. All claims concerning quantity or quality of Goods delivered pursuant to the Contract shall be submitted to the Seller in writing and it shall contain a proper description and photograph(s) (if relevant). The Seller shall respond the Buyer's claim within 14 days upon receipt of respective notification. The above period shall be calculated only upon receiving notification that includes exhaustive description and full documentation justifying the claim. The failure on the part of the Seller to respond to the Buyer's claim within the above term, shall not constitute any sort of acceptance of the claim and no such legal effects can be inferred therefrom.
7. In the case the Seller finds the claim justified, the Seller shall either deliver to the Buyer the missing quantity of Goods in the amount set forth by the Buyer's claim; or it shall replace the defective Goods with Goods free from defects; or it shall reduce the price of Goods with respect of Goods set forth by the Buyer's claim, not later than 30 (thirty) days upon receiving the claim. Filing a claim shall not constitute a reason to suspend or withhold any payment due to the Seller.
8. The Parties allow quantitative deviations of the delivered Goods by +/- 3% in relation to the quantity for a given delivery according to the Agreement.
9. The Seller shall be liable for defects of Goods, including quality of Goods, for the period of 6 (six) months commencing upon the date of Delivery. The Seller shall not be liable for defects in Goods resulting from the misuse of Goods by the Buyer. The misuse of Goods by the Buyer shall be understood as the usage of Goods that is not compliant with the technological documentations provided by the Buyer. The statutory warranty for defects of Goods shall not cover defects caused by Buyer by breaching the terms and conditions of the Transportation and Storage Instruction provided by the Seller at the following website: www.npa.pl/downloads.
10. If the Buyer fails to pay to the Seller any amount that is due in accordance with the Contract, (i) the Seller shall have the right to withhold any or all deliveries, even deliveries that have been already confirmed, until the full payment of the due amount is settled without incurring any liability whatsoever to the Buyer for non-delivery or any delay in delivery, (ii) the agreed date of Delivery shall be extended by the length of time by which the due payment was delayed, (iii) the Seller is entitled to charge interest on any such overdue payment at the rate set forth in the Contract and the Buyer is obliged to pay such interest.
11. Seller's liability for the late delivery, quantity and quality of Goods shall not exceed the total net price of Goods paid or payable by the Buyer to the Seller in accordance with this Contract.
12. Title and property in Goods shall pass to the Buyer at the moment of the Delivery of Goods.
13. Should the Buyer fail to collect Goods and/or to order Goods in amount set forth in the Contract, the Seller is authorized to set the additional deadline for the Buyer for collecting and/or ordering such Goods in a

proper and/or timely manner, not shorter however than 7 days. Should the Buyer fail to collect and/or order the Goods within the additional deadline set by the Seller, the Seller is authorized to charge the Buyer the fee in the amount of 1% total net price of given Goods per each commenced week of delay. Should the Buyer fail to collect and/or to order Goods during such additional period and such delay exceeds two months, the Seller is authorized to terminate the Contract in whole or in part, with immediate effect. In such a case, the Seller is authorized to charge the Buyer a contractual penalty in the amount of 10% of a total net price of Goods not collected and/or not ordered by the Buyer in accordance with the Contract. Total amount of contractual penalty imposed by the Seller may not exceed 10% of a total net price of Goods not collected and/or not ordered by the Buyer in accordance with the Contract. Contractual penalties set forth herein shall not preclude the Seller's right to claim damages in excess of the total amount of the contractual penalties on the general basis.

14. All bank charges charged by the bank of the Seller shall be paid by the Seller and all the other bank charges shall be covered by the Buyer.
15. All amounts payable under the invoices shall be made: (a) in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded); (b) in the currency set forth by the Seller in the Contract; (c) free and clear of any additional fees and other costs; and (d) to the bank account set forth by the Seller.
16. Parties shall not be liable for full or partial failure to fulfill their obligations under the Contract to the extent that the performance of or default under such obligations was prevented by Force Majeure. Force Majeure shall be considered circumstances of the exclusive character that occurred after signing the Contract due to war; natural disasters (fire, flood, earthquake, epidemic, prohibitive measures of state authorities); action of government institutions, etc. Party prevented by the Force Majeure shall notify the other Party in the shortest possible time of the Force Majeure case. Within 14 (fourteen) calendar days thereafter, the prevented Party shall send (by airmail) to the other Party a document certifying the occurrence of the Force Majeure. Such document shall be issued by the chamber of commerce or governmental authority relevant to the location where the Force Majeure occurred. In the case of Force Majeure, all delivery dates and time schedules under the Contract shall be extended by the period of the Force Majeure. If the Force Majeure event continues for more than three (3) months, each Party has the right to terminate the Contract with immediate effect.
17. All information disclosed by one Party to the other Party, both prior to and after the conclusion of the Contract, arising at the time of conclusion of or during the performance of the Contract, in particular, data including or referring to the economic, scientific, technical, technological, financial, commercial, legal or organizational information, as well as the Contract itself, shall be considered as the Confidential Information. All rights to the Confidential Information shall belong to the Party disclosing such information and such a disclosure does not transfer the ownership to Confidential Information to the other Party nor create any rights for the receiving Party, including but not limited to any intellectual or industrial property rights, related rights or any other. Parties are entitled to use the Confidential Information solely for the purpose of the performance of the Contract and solely to the extent required for such purpose. Each Party shall keep the Confidential Information in absolute secrecy, in particular, shall not publish, transfer, disclose or

communicate any Confidential Information to any third party, without obtaining a prior written (under the pain of nullity) consent of the other Party. In the absence of a clear indication that the specific information shall constitute the Confidential Information, it shall be presumed that this information does constitute Confidential Information unless the disclosing Party states in writing that the specific information is not the Confidential Information. The obligation of confidentiality set forth in this clause shall be binding for an indefinite period of time and shall not be the subject to dissolution, termination or withdrawal, notwithstanding the expiration, dissolution, termination of or withdrawal from other agreements concluded between the Parties.

18. All amendments to this Contract shall be in writing under pain of nullity, unless the Contract provides otherwise.
19. The Contract shall be governed and interpreted in accordance with Polish law. The provisions of the United Nations Convention on the Contracts for the International Sale of Goods as of 11.04.1980 shall not apply hereto. Any disputes that may arise on the basis or in relation to the Contract shall be settled by a Polish common court of law with territorial competence over the city of Cracow.
20. The Seller may assign its rights and obligations under the Contract to a third party by prior written notification. In such case the rights and obligations of the Seller arising from the Contract are valid and shall be binding upon its legal successors or permitted assigns.
21. This Contract was made in two (2) original counterparts, one for each Party and it is executed by their duly authorized representatives.
22. The Contract enters into force on the date when the last Party places its signature hereunder.