

## General Terms and Conditions of Purchase of Goods and Services

REMONTOWA LNG SYSTEMS Sp. z o.o. with its registered office in Rumia

the Buyer - REMONTOWA LNG Systems Sp. z o.o.

the Supplier/Seller - an entity conducting business activity that accepted the Buyer 's order for the performance and delivery of equipment or materials.

### General provisions

1. The General Terms and Conditions of Purchase of Goods and Services form an integral part of the order placed by the Buyer with respect to the Supplier/Seller and are valid for the duration of commercial cooperation under this order. The aforementioned does not apply to cooperation based on subsequent orders when the parties shall determine the general terms and conditions of purchase of goods and services again. By accepting the performance of the order, the Supplier/Seller declares that it knows and accepts the general terms and conditions of purchase of goods and services.

2. The Order placed by the Buyer is accepted for performance by the Supplier/Seller immediately after receipt. The Supplier/Seller makes a declaration of acceptance of the order in writing within 3 working days of receipt of the order. This confirmation shall be binding when it includes the acceptance of all terms and conditions specified in the order. In case of failure to confirm the order within the aforementioned date, the Buyer acknowledges the tacit consent of the Supplier/Seller for all terms and conditions specified in the order. In the case of confirmation by the Supplier/Seller of only a part of the terms and conditions or amendments to the conditions, the Buyer reserves the right to cancel the placed order, however, the Supplier/Seller shall not be entitled to make any claims on this account and it shall agree to cancel the order without any objections.

3. A change in the terms and conditions of the agreement or separate oral arrangements require the Buyer to provide a written confirmation in each case in order to be valid.

4. The terms and conditions for performance of agreements of different content applicable at the Supplier/Seller shall not be accepted by the Buyer.

### II. Price, payment terms, quality, controls

1. The Supplier/Seller's remuneration is of a lump sum nature and shall be increased by the VAT due. The remuneration is payable on the basis of the original VAT invoice.

2. At the time of delivery, the Supplier/Seller, together with the goods, is obliged to provide the Buyer with all delivery documents ensuring the unquestionable identification of the goods and containing the Buyer's order number. The order number shall also be specified in VAT invoices. If the Buyer's order number is not included in VAT invoices, the Buyer reserves the right to send back the VAT invoice to the Supplier/Seller without posting it.

3. VAT invoice payment dates are counted from the date when a properly issued document was received in the registered office of the Buyer, but in any case not earlier than from the date of receipt all delivery components by the Buyer, in particular certificate of material, certificates, warranty cards, etc.

4. In the case of payment before delivery or within 14 days from the date of delivery, the Buyer is entitled to obtain a price reduction in the amount of 2% from the offer price and the price included in the order, unless otherwise specified in the order.

5. The Buyer reserves the right to extend the VAT invoice payment date for defective goods to the date of consideration of complaint by the Supplier/Seller. However, the extension of the payment date does not affect the remaining rights of the Buyer associated with defects in goods.

6. The Supplier/Seller is liable for ensuring that the technical data, quality and quantity of delivered items correspond to the order or agreement.

7. If the order or agreement does not specify the compliance of material with the standard or does not contain a description of the desired quality of material, the ordered goods shall be delivered as standard commercial goods, taking into account the liability for the quality requirements that should be required from the Suppliers/Sellers professionally engaged in the manufacture, delivery and sale of goods forming the subject of the order.

8. If necessary, the appropriate attestations and certificates shall be attached, if this requirement is specified in the order. The Supplier/Seller is liable for ensuring that the attached documents relate to the goods delivered.

9. The Buyer can carry out the controls regarding the quality and quantity of product elements or the entire product at any stage of the production process. If defects are detected, the Buyer can charge the Supplier/Seller with costs of quality control. Any control performed by the Buyer, regardless of its outcome, shall only serve to verify the compliance of the delivery/sales with the requirements of the Buyer and shall not form a basis for limiting the liability of the Supplier/Seller for defects in goods.

10. The Contractor declares that the bank account referred to in section 1 above (which will be specified by it in the VAT invoice) is included in the electronic list of VAT taxpayers kept by the Head of the National Revenue Administration referred to in Art. 96b of the VAT Act of March 11th 2004 (Journal of Laws 2004 No 54, item 535 as amended) and that it will be included in this list at least until the expiration of the remuneration payment date under this agreement.

11. The Contractor guarantees and bears liability for indicating in the VAT invoice the bank account included in the electronic list of taxpayers referred to in art. 96b of the VAT Act (Journal of Laws 2004 No. 54, item 535, as amended), which means that the Client shall be entitled to:

a. withhold a payment of remuneration to the Contractor until the Contractor's bank account is disclosed in the list of taxpayers referred to in art. 96b of the VAT Act (Journal of Laws 2004 No. 54, item 535, as amended), whereas the Parties mutually agree that for this period the Contractor shall not obtain from the Client any interest associated with delay, including the commercial transactions. In order to avoid any doubts, the prior statement shall be interpreted as a release from debt.

b. demand from the Contractor the compensation by the Client for any possible negative consequences that the Client will suffer as a result of payment of the remuneration to the bank account specified by the Contractor, which is not included in the aforementioned list.

In case of

of charging the Client by the tax authorities for the Contractor's tax arrears with respect to the payment of VAT on the remuneration due for the performance of this agreement, the Contractor shall, at the written request of the Client and within 30 days from the date of receipt of this request, refund the equivalent of the VAT paid by the Client. In such a case, the Contractor shall also reimburse the Client the equivalent of sanctions, interest, penalties, costs of administrative and court proceedings and other charges additionally incurred by the Client or imposed on it by tax authorities. The reimbursement shall be made on the basis of an accounting note, within 30 days from the date of its delivery to the Contractor.

### III. Delivery

1. The delivery dates stated in the order are binding. Failure to meet the delivery/sales date by the Supplier/Seller entitles the Buyer to exercise its statutory rights. Moreover, the Supplier/Seller shall be obliged to pay to the Buyer the liquidated damages in the amount of 1 % (percentage) per day for each day of delay in delivery/sale.

2. In the event of damage caused by the Supplier/Seller exceeding the value of liquidated damages referred to in the General Terms and Conditions of Purchase of Goods and Services, the Buyer shall be entitled to claim damages exceeding the value of liquidated damages, in particular it refers to any damage that can be incurred by the Buyer in connection with the suspension of other agreements related to the subject of the agreement.

3. In the case of the collection of goods from the Supplier/Seller by means of the transport performed by the Buyer, the qualitative collection takes place at the Buyer's premises, unless the parties agree otherwise in writing.

4. Individual items of the order shall be marked with the name of the goods and the order index. On each packaging the Supplier/Seller shall provide the order number and the commission number specified in it. The Supplier/Seller undertakes to include the aforementioned information in its packaging designation template.

5. In each order the date of its execution, previously agreed previously with the Supplier/Seller, shall be specified. The good delivery address is specified in the Order. The delivery/sale must take place from 7.00 am to 3.00 pm according to the execution date and to the right address. In case of delivery/sale at the wrong time or to the wrong place, the Buyer reserves the right to send back the goods at the expense and risk of the Supplier/Seller. In such a case, the delivery/sale shall be deemed as not executed with all consequences resulting from these General Terms and Conditions of Purchase of Goods and Services. In case of framework deliveries, the delivery of the goods shall take place according to a previously determined delivery schedule.

### IV. Delivery risk and liability for defects

1. The risk associated with the delivery and loss of goods is transferred to the Buyer only in

the moment it is handed over to the person authorized to collect the goods, the representative of the Buyer, taking into account point III.3 above.

2. If the Buyer, after examining the goods, finds out the quantitative discrepancies with the Delivery Note, it makes a written note on the aforementioned document and immediately informs the Supplier/Seller about it in order to enable the proper delivery performance.

3. The Buyer is entitled to the rights under the implied warranty for defects in the goods under the provisions of the Civil Code, however, the Buyer can extend the claims for rectification of damage by the Supplier/Seller, whose liability can also include all losses and costs of lost profits, costs of loss of contract, liquidated damages charged to the Buyer by its customers which are related to the defects, as well as other losses and costs resulting from the defects. The Buyer is also entitled to demand from the Supplier/Seller the reimbursement of expenses incurred by him, which cannot be recovered due to defects in the goods, and which were disclosed, for example, during the production process.

4. In case of detection of defects, the Supplier/Seller undertakes to immediately, but no later than within 7 days from the notification of the defect, replace the purchased goods with a defect-free one or remove the defect. In the case of failure to deliver the defect-free goods within the aforementioned dates, the Buyer has the right to withdraw from the agreement or order and the right to claim liquidated damages for the withdrawal from the agreement by the Buyer for reasons on the part of the Supplier/Seller in the amount of PLN 10000 in the case of orders up to PLN 100 000 and PLN 50 000 in the case of orders above this amount.

5. The Buyer who, despite the revealed defects, accepts the goods as meeting its requirements can demand a price reduction proportional to the reduction of the value of the delivered subject of the agreement.

6. Regardless of the Buyer's rights under the implied warranty, the Supplier/Seller grants the Buyer a quality warranty for a minimum period of 24 months from the date of delivery for the delivered goods.

## V. Governing law, court jurisdiction

1. Legal relations between the Buyer and the Supplier/Seller are governed exclusively by the Polish law. In relation to any disputes that may arise directly or indirectly from these regulations, the territorial and subject-matter jurisdiction of the Polish court appropriate for the registered office of the Buyer shall be determined.

## VI. Confidentiality clause

1. On the duration of the agreement as well as after its termination, the Supplier/Seller undertakes to keep confidential all technical, technological, commercial and organizational information of the Buyer (trade secret), except for information disclosed to the public and commonly known. Any transfer, disclosure, use, disposal or offering to dispose of a trade secret

is allowed only with prior written consent of the Buyer.

2. In case of termination of the agreement, at the latest on the day of its termination or expiration, the Supplier/Seller undertakes to return to the Buyer all documents and other materials concerning or containing the trade secret which are in the possession of the Supplier/Seller, regardless of the manner of coming into possession of these documents and materials and the person who drawn up or developed these documents or materials. The obligation to issue specified in the preceding sentence includes all copies and excerpts as well as records on other carriers.

3. The Supplier/Seller undertakes not to disseminate, within the scope of its professional and non-professional activity, information concerning the Buyer, the Buyer's enterprise and persons managing the enterprise in a manner violating the good name, reputation or other interest of the Buyer.

4. The provisions of this paragraph also apply to employees of the Supplier/Seller and its subcontractors, if any.

#### VII. Anti-corruption clause

1. The anti-corruption clause is a component of each purchase/sale agreement Form - anti-corruption clause

2. The Supplier/Seller is obliged to sign the anti-corruption clause.

#### VIII. Final provisions

1. The Supplier/Seller is not entitled to assign the rights resulting from the agreement concluded with the Buyer or the order placed in relation to third parties, without the written consent of the Buyer or else shall be null and void.

2. In matters not covered by the provisions of these General Terms and Conditions of Purchase of Goods and Services, the provisions of the Polish Civil Code shall apply accordingly.