

## 1. GENERAL PROVISIONS

1. These General Terms and Conditions of Business ("GTC") are established pursuant to Article 384 et seq. of the Act of 23 April 1964 Polish Civil Code (consolidated text: Journal of Laws 2021, item 1805) ("CIVIL CODE").
2. If not otherwise agreed separately by the parties, the GTC's shall apply to all (i) agreements for sale and supply of Menlo's goods, including framework agreement for sale and supply of Menlo's goods (each as "AGREEMENT") concluded by Menlo Electric Spółka Akcyjna with its registered office in Warsaw (02-566), at ul. Puławska 2, entered in the Register of Entrepreneurs of the National Court Register, maintained by the District Court for the Capital City of Warsaw in Warsaw XIII Commercial Division of the National Court Register under KRS number: 0000917564, holding tax identification number (NIP): 5272829241 and statistical number (REGON): 368839890, with the share capital of PLN 100,000.00 fully paid-up, as the seller ("MENLO") with their contractors ("PURCHASERS") within their registered business activities.
3. The sale of goods does not take place for the benefit of the consumers, i.e. natural persons, within the meaning of the Civil Code, performing with an entrepreneur a legal act which is not directly related to his registered business activity, and therefore the GTC do not apply to such Purchasers.
4. Before placing by the Purchaser an order to Menlo, on demand of Menlo, the Purchaser should provide the Menlo with copies of documents / statements confirming its status as an entrepreneur from the relevant business registers, as well as notify of any changes.
5. The current version of GTC is available on Menlo's website: [www.menloelectric.com](http://www.menloelectric.com). The Purchaser shall also be provided with the current version of the GTC in printed form/PDF format upon request.
6. It is understood that (i) signing a specific agreement without reservation of the GTC's non-application or (ii) accepting Menlo's proforma invoice or sales invoice, depending on which will be issued firstly by Menlo to the Purchaser (which is also equal to execution of any Agreement), shall be deemed as acceptance by the parties to be bound by the GTC in the version effective as of the date of agreement conclusion or proforma invoice/sales invoice issuance.
7. If the Purchaser has a permanent business relationship with Menlo, it shall be bound by the GTC in their most updated and available version for the entire period of the parties' permanent business relationship.
8. In these GTC "Business Days" shall be understood as any day other than a Saturday or Sunday that is not a public holiday in Poland and in the country of the Purchasers' registered office or in the country of delivery ("BUSINESS DAYS").

## 2. CONCLUSION OF THE AGREEMENT

1. It is deemed that the Agreement is concluded when:
  - a) the parties sign a specific agreement for sale and supply of goods, or
  - b) Menlo's offer has been accepted by the Purchaser, as referred to below.
2. After receiving by Menlo the Purchaser's inquiry to sell goods, specifying at least the type and quantity of the ordered goods, the proposed date of their delivery and its place (the "ORDER"), Menlo will endeavor to determine whether it is possible to fulfill it, and send back the preliminary information on the inquiry.
3. Following the activities undertaken under Section 2.2. above as a result of Menlo and the Purchaser pending communication and negotiations, including the Order, Menlo will provide the Purchaser with its offer for sale and supply of goods, including in a form of proforma invoice/sales invoice ("OFFER").

4. The Offer may be withdrawn before the Agreement is executed if a declaration of withdrawal is submitted to the Purchaser before it accepts Menlo's offer in accordance with Section 2.5. below.
5. The Offer acceptance constitutes a conclusion of the Agreement. The Purchaser is entitled to accept and confirm the Offer only in full scope (all terms and conditions provided by Menlo) without any modifications and also to reject it only in full. An Offer accepted with a stipulation of changes or supplements to its content is deemed as a new offer and it requires an acceptance of Menlo. For the sake of clarity, the Purchaser's acceptance and confirmation is deemed effective and, consequently, the Agreement is concluded, depending on which happens firstly, when the Purchaser: (i) responds to the Offer where it requests a proforma invoice/sales invoice, (ii) accepts the proforma invoice/sales invoice if it constitutes an Offer by itself (as indicated in Section 1.6. above) or (iii) makes a full payment of such a proforma invoice/sales invoice.
6. The Offer shall cease to be binding no later than at the moment when the payment is supposed to be made (either on the basis of a proforma invoice or a sales invoice) and in the case when the parties agreed for installment payments, when the payment of the first instalment is supposed to be made, unless otherwise specified in the proforma invoice or any other document agreed by the parties.
7. For the sake of clarity, the Purchaser may not cancel the Agreement without Menlo's consent and any changes to the terms of the Agreement, in order to be valid, require compliance with the procedure indicated in Sections 2.2.-2.6.
8. In the case indicated in Section 7.2., the Agreement is concluded upon receipt by Menlo of an Offer acceptance.
9. Menlo shall not be liable for the consequences of errors made in the Offer after it has been accepted and confirmed by the Purchaser.
10. By entering into the Agreement with Menlo, the Purchaser represents that:
  - a) Menlo's goods are familiar to it and the Purchaser knows their properties and usage and thus makes the purchase with full knowledge and responsibility;
  - b) it is aware that Menlo is not the producer or manufacturer of the goods being sold;
  - c) it is solvent, it has sufficient funds to pay the agreed price without any delays, and these funds are not derived from money laundering or terrorist financing;
  - d) the conclusion and performance of the Agreement shall not be intended to breach any international sanctions imposed on countries or their citizens included in the sanction list, especially Russia or Belarus, and the Purchaser shall not export the goods sold to it to countries or their citizens included in the international sanction list and shall not resell them to any third-party that does not undertake to respect these obligations, on pain of its own liability in the event of good's re-exports.
11. In the event Menlo, at the request of the Purchaser, before the Agreement has been concluded, ordered goods under the Order and the Purchaser subsequently has not entered into Agreement with Menlo, the part of the amount paid as a deposit shall be forfeited and Menlo shall be entitled to retain it for its own benefit as compensation for the expenses incurred in the preparation of such an Order.
12. Notwithstanding other provisions of these GTC, in the event the order under the Agreement is not collected by the Purchaser within 3 weeks from the date of its delivery, Menlo shall be entitled to retain for its benefit the amount of compensation in an amount equivalent to 5% of the gross value of the Order from the price paid under the Agreement.
13. In the case in which the price for goods under the Agreement is paid by Menlo's factor, the Agreement shall be deemed concluded at the moment of acceptance of such method of price

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settlement by the factor or its execution by Menlo. The provision indicated in Section 7.2. shall apply accordingly.

14. For the sake of clarity, Menlo hereby represents that all commercial information of announcements, advertisements, price lists and any other marketing information addressed to the public or to individual persons, regardless of its form, does not constitute any Menlo's offer within the meaning of the Civil Code and should be deemed only as an invitation to execute an agreement.

### **3. ORDERS IN FRAMEWORK AGREEMENT**

1. The sale and delivery of Menlo's goods may be performed under a framework agreement concluded between Menlo and the Purchaser where each sale and delivery will be exercised via purchase orders ("PURCHASE ORDERS") submitted by the Purchaser to Menlo ("FRAMEWORK AGREEMENT"); the forms of the Framework Agreement and the Purchaser Order shall be delivered to the Purchaser at its separate request.
2. For its effectiveness, each Purchase Order shall contain at least an indication of:
  - a) specification of the ordered goods – as described in Menlo's price list when established;
  - b) the quantity of the ordered goods;
  - c) the date and place of delivery of the purchase order, if it is different from that indicated in the framework agreement;
  - d) telephone and e-mail address of the person responsible for the order.
3. Within 3 (three) Business Days from the date of receipt of the Purchase Order by Menlo, Menlo shall:
  - a) confirm the acceptance of the submitted Purchase Order without reservation and proceed with its execution in accordance with the provisions of the Framework Agreement; or
  - b) raise objections to the submitted Purchase Order, including in particular the correctness of its completion, the availability of the goods and the deadline for execution of the Purchase Order.
4. If Menlo raises objections to the Purchase Order, the Parties shall agree in good faith, within the next 3 (three) Business Days from the date of raising such objections, on new terms of the Purchase Order, and in the absence of such agreement the Purchase Order shall be considered as if it had never been submitted; the same shall apply if Menlo does not respond to the submitted Purchase Order.
5. In case Menlo accepts the Purchase Order or the Parties agree on new terms of the Purchase Order as referred to in item 3.4. above, Menlo shall issue and send to the Purchaser a proforma invoice/sales invoice.
6. Subject to separate arrangement made by the parties, including payment by Menlo's factor, the Purchaser acknowledges that the payment for the proforma invoice referred to in Section 3.5. is necessary for Menlo to begin processing and completing the Purchase Order.

### **4. AGREEMENTS' COMPLETION**

1. From the moment of crediting Menlo's bank account with the amount indicated in the proforma invoice/sales invoice, as well as the first partial payment if so indicated on the above document, Menlo shall proceed with the completion and execution the Agreement or its paid part.
2. If Menlo's bank account is not credited with the payments in the term specified in the Agreement within 3 (three) Business Days from such payment term, if not otherwise agreed by the parties, the Agreement shall be considered as automatically resolved ceasing its legal effects (resolving condition), and Menlo shall no longer be obliged to perform the Agreement.
3. The order completion period under the Agreement shall commence on the date agreed between Menlo and the Purchaser, not earlier however that on the day of crediting Menlo's

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bank account with the payments under the Agreement. In no case, however, such completion period shall exceed the period of 6 (six) months from the date of the Agreement's conclusion, except for the reasons beyond the control of Menlo – in such cases, upon prior notice to the Purchaser, this period shall be extended by an additional 1 (one) month.

4. Upon occurrence of extraordinary circumstances beyond Menlo's control, including Force Majeure referred to in Section 12.1, mandatory changes of law or extraordinary adverse changes of the market conditions such as currency rates or goods' price fluctuations, Menlo shall be entitled to change the terms and conditions of the Agreement unilaterally to the extent necessary to adjust to such circumstances, upon prior notification to the Purchaser of any of such change and, if applicable, submission to the Purchaser of respectively amended accounting documents.
5. In the event described in Section 4.4. above, within (2) two Business Days from the receipt of notification on the changes to the Agreement, the Purchaser shall be entitled to rescind from the Agreement. The rescission may apply only to the part of the Agreement that has not yet been performed.

## **5. DELIVERY**

1. The delivery of Menlo's goods with the necessary documents, including those required by the applicable law, shall be made in accordance with Incoterms 2020 (trade terms published by the International Chamber of Commerce on 1 January 2020) specified in the Agreement or proforma invoice/sales invoice. If the parties have not agreed otherwise, the Ex Works rules shall apply by default as follows below. If the parties choose other Incoterms rules, the provisions of these Sections 5 and 6 shall apply to the maximum extent that will not result in violation of such rules.
2. The delivery of the goods under the Agreement shall take place at Menlo's warehouse specified in the Agreement and, if not specified, to a Menlo's warehouse chosen by Menlo, at the expense and risk of the Purchaser.
3. The Purchaser shall bear the delivery costs due by the Purchaser in addition to the price of goods under the Agreement.
4. Each delivery of goods shall be documented by a respective CMR note and other documents required by Menlo.
5. Any changes to the delivery shall be determined between the Purchaser and Menlo, unless they are caused by the Force Majeure or an event beyond Menlo's control, including Purchaser's late payments arising from the Agreement. In such cases Menlo may change unilaterally the delivery date and location, which, at its sole discretion, may be pre-agreed with the Purchaser.
6. In any case, Menlo is not liable for the delay of delivery due to the reasons not attributable to it, including Force Majeure referred to in Section 12.1 below.
7. For the sake of clarity, the delivery shall be made only to the extent to which the goods under the Agreement are paid. If the payment has not been made pursuant to the Agreement, Menlo shall be entitled to refrain from delivering the goods until the payment is received, and any delays in delivery arising from the above shall not be attributable to Menlo's fault.
8. If transportation of the Order is arranged by the Purchaser, the carrier selected by the Purchaser must be notified to Menlo prior to the shipment. The cost and risk of carriage shall be borne by the Purchaser.
9. Menlo shall notify the Purchaser without undue delay, in case of any potential delay of delivery or in case of any other event or circumstances that may affect the delivery.
10. On the Purchaser's notice, at least 5 (five) Business Days before expected delivery date, Menlo may organize transport of the goods to the Purchaser's designated location as an additional service.

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11. In the event referred to in Section 5.10:

- a) Menlo shall provide the Purchaser with costs and estimated time of transport of the Order goods to the Purchaser's designated location and after their acceptance or after payment of the transportation fee by the Purchaser, Menlo shall proceed with its execution, and
- b) shall not affect and change the rules of the goods' delivery, in particular as set forth in the Incoterms, as well as the transfer of the ownership and bearing risk stipulated in the Agreement.

12. Menlo's responsibility for the timely delivery of the goods under the Agreement shall be limited solely to its due diligence and Menlo shall not be responsible for the results thereof.

## 6. COLLECTION

1. The Purchaser is obliged to collect and accept the goods under the Agreement when delivered.
2. The collection of goods, including unloading, is done on the Purchaser's risk and expense.
3. Upon goods collection, the Purchaser is obliged to sign the CMR Note and any other collection documents indicated by Menlo in the delivery and, within 2 (two) Business Days from their/its collection, to resend them to Menlo's address indicated in Section 13.2., with a copy to Menlo's e-mail address, otherwise Menlo shall be authorized impose a contractual penalty in the amount equal to respective Value Added Tax (VAT) amount calculated respectively for the goods which the documents referred to in this Section have not been delivered. The contractual penalty shall be payable to Menlo's bank account specified in a written demand within 5 (five) Business Days from the date on which Menlo delivers such a request to the Purchaser.
4. The Purchaser may decide that instead of a designated place of delivery, the goods under the Agreement or its specific parts may be collected directly from the port of unloading if, at least 5 (five) Business Days before the delivery of the goods or their specific part (batch), the Purchaser notifies Menlo of such a direct collection.
5. If the Purchaser refuses to collect the delivered goods as specified in Section 5 and this Section 6, Menlo shall store them in its warehouse and the Purchaser shall be obliged to pay a fee to Menlo for the storage in the amount of PLN 3.00 (three polish zloty) net plus applicable VAT per each 1 (one) pallet of the goods for 1 (one) started day of storage, payable in the currency in which the goods were paid, according to the exchange rate published by the National Bank of Poland on the day preceding the day of the payment.
6. In the case specified in Section 6.5. above, the stored goods shall be considered delivered to the Purchaser at the time of transfer to the warehouse. Subsequent pickup from the warehouse will be arranged on the date and hour agreed by the Parties, subject to prior payment of the storage fee. A postponed pickup shall not be in any case considered as a delay in delivery resulting from the fault of Menlo.
7. If within the period of 3 months from the storage commencement date ("DEFINITIVE STORAGE PERIOD") the Purchaser does not pick-up the goods/request the Menlo to deliver the goods to a specific location, Menlo shall be entitled to deliver them to the Purchaser's headquarter/place of business at Purchaser's costs and expense and on a date chosen by Menlo. In such cases the Purchaser shall not have the right to refuse such delivery.
8. In the event the delivery of the goods is not possible due to circumstances attributable to the Purchaser, Menlo shall have the right to rescind from the Agreement, in whole or in part, within 1 month from the Definitive Storage Period, without any further notices, and may demand payment of a compensation penalty in the amount of 20% of goods' price.
9. At the time of receipt of the shipment organized by Menlo, the Purchaser is obliged, in the presence of the carrier, to check carefully the condition of the external packaging. If the Purchaser finds external damage to the shipment or has reservations about the quantity of

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goods delivered or the contents of the shipment, the Purchaser shall draw up a damage report in the presence of the supplier, including a description and photographs of the shipment. Section 9 below applies herein accordingly.

## **7. TRANSFER OF THE LEGAL TITLE AND RISK**

1. Subject to Section 7.2. below, the legal title and ownership of the goods arising from the Agreement (including transfer risk of loss or damage) shall be effectively transferred onto the Purchaser when the goods or any part of them are made available to the Purchaser at the goods' delivery place (pursuant to the Ex Works).
2. Should the goods be made available to the Purchaser under separate arrangement between the parties, despite non-payment of their price or any of its due part, Menlo shall reserve the right to the legal title and ownership of the goods until the full price for the goods is paid.
3. If the goods are transported to the Purchaser's designated location, the legal title to the goods shall be effectively transferred onto the Purchaser under the rules set out in Section 7.1. above, however Menlo shall be liable for their transport, unless otherwise agreed.
4. For the avoidance of doubt, the ownership of the goods under the Agreement are not transferred before they have been paid.

## **8. PRICE AND PAYMENTS**

1. Any payments under the Agreement shall be made in accordance with the terms provided by Menlo in the proforma invoices/sales invoice and, if not agreed by the Parties otherwise, the Purchaser shall provide Menlo with bank payment confirmations within 3 (three) Business Days from the payment.
2. All proforma invoices/sales invoices issued under the Agreement may be issued in the electronic form and, in such cases, shall be sent to the Purchaser's e-mail address indicated by the Purchaser.
3. Payments shall be made in EUR or PLN via bank transfer to Menlo's bank account indicated in the proforma invoice/sales invoice. The moment when Menlo's bank account is credited with a given due amount shall be deemed as the payment moment.
4. If the Purchaser is late with any payments under the Agreement, Menlo shall have the right to charge the Purchaser with the amount of interest for delays in commercial transaction for each day of delay and postpone the delivery of the goods until the payment is made.
5. Any deductions or set-offs by the Purchaser of Purchaser's receivables towards Menlo with receivables of Menlo towards the Purchaser arising from the Agreement with Menlo are excluded.

## **9. GOODS' NONCOMPLIANCE**

1. The complaint procedure for Ordered goods is available at: <https://menloelectric.com/complaints/>.

## **10. WARRANTY**

1. The goods are covered only by the warranty issued by the producer of goods, which may be provided to the Purchaser in a separate document – confirming the producer of goods warranty.
2. Menlo does not cover any goods by its own warranty and the producer's warranty of goods does not constitute, under any circumstances, any obligations or liabilities of Menlo in this respect. The above obligations described in Section 8 are only related to the completeness of the goods' deliveries.
3. If the producer of the goods has launched a warranty procedure, Menlo may cooperate with the Purchaser, if in the given circumstances an action or support from Menlo is required, in the scope of providing documents that need to be processed by the producer of the goods for recognition of the Purchaser's warranty of goods claims, e.g. packing list, BL, invoice etc.

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## 11. LIABILITY LIMITATIONS

1. Menlo's liability toward the Purchaser in connection with any agreement concluded pursuant to or in connection with the GTC, shall be limited to the actual losses, with the exclusion of lost profits, indirect damages and benefits or prospects (lucrum cessans) and for Menlo's willful misconduct. Menlo shall not be liable, in particular, for:
  - a) damage caused by inappropriate or unprofessional operation, improper installation or commissioning by the Purchaser or third parties, normal wear and tear, improper or negligent use, and in particular for the consequences of unprofessional alterations undertaken without the consent of the manufacturer or repair work carried out by the Purchaser or third parties;
  - b) functional deficiencies of the goods, resulting from poor selection of equipment or from improper design of the system, installation by the Purchaser, who, before making a purchase, should carefully study and verify whether the functionalities and characteristics offered by Menlo's goods correspond to its needs;
  - c) any claims of third parties arising in connection with the use of the goods by the Purchaser, or for the use of the goods by unauthorized third parties to the detriment of the Purchaser;
  - d) Purchaser's obligations towards third parties; and
  - e) Purchaser's failure to obtain any legally required permits.
2. In any case Menlo's liability shall be limited to the value of the Order or the specific good/goods from the Order, if the Purchaser's claim relates only to such specific good/goods of the Order.
3. Liability of Menlo under the statutory warranty for defects and guarantee (referred especially to in Article 556-581 et seq. of the Civil Code) is excluded.
4. The Purchaser hereby represents that it is a professional participant in trade and that in its opinion the amounts of any contractual penalty or guarantee amount specified under these GTC are not excessive. Moreover, Menlo has the right to claim damages in excess of any contractual penalty or guarantee amount stipulated under this GTC.
5. Any right to compensation shall lapse if the Purchaser fails to notify Menlo of the occurrence of the damage the scope and the cause, in writing and in detail, within five (5) Business Days after the event causing the damage.
6. The Purchaser indemnifies Menlo for all damage that the Menlo might suffer as a result of third party claims in connection with the goods supplied by the Menlo, including but not limited to any claim as a consequence of not paying a recycling fee or not paying it in full or on time.

## 12. FORCE MAJEURE

1. Menlo shall not be liable for non-performance or improper performance of obligations under the Order and any agreement for the sale of goods, provided that the non-performance or improper performance of obligations is caused by circumstances beyond Menlo's control, despite exercising due diligence ("FORCE MAJEURE"). The circumstances referred to in the above sentence shall be understood, in particular, as:
  - a) war and other armed or similar activities, invasion, mobilization, embargo, nuclear explosion, radioactive contamination, revolt, revolution, insurrection, coup d'état or civil war, riot, civil unrest, terrorist attacks;
  - b) natural disaster, flood, hurricane, earthquake, storm, fire;
  - c) epidemic and pandemic states, lockdowns, disturbances of collective life, including strikes and riots, official actions;
  - d) unfulfilled cooperative deliveries from Menlo's suppliers; and
  - e) other events that are impossible to foresee, imminent and serious in their consequences.

2. The occurrence of such events relieves Menlo from the obligation to meet its obligations under the concluded agreements for the duration of the disruption and to the extent of its impact. Any agreement deadline to perform a certain action shall be extended by the period during which Menlo is prevented from the performance of its contractual obligations on account of Force Majeure referred to in Section 12.1.
3. Menlo undertakes to notify the Purchaser about the existence of such circumstances immediately, within the shortest possible period of time, but in any case within 20 (twenty) Business Days from the day of occurrence of the circumstance, to provide any details about its ability to resume performance on the terms and conditions laid down in the binding agreement and to do everything in its power to fulfill its obligations based on the principle of good faith, as much as the conditions of the situation will allow.
4. If the performance of the agreement is suspended on account of the occurrence of Force Majeure referred to in Section 12.1., Menlo shall be entitled to a compensation for the reasonable and necessary expenses incurred prior to the suspension, in particular when the goods have been ordered by Menlo from their producer.
5. The events and circumstances related to the COVID-19 pandemic and the war on the territory of Ukraine may be considered as Force Majeure under the Agreement only in the scope in which they may be considered reasonably unforeseeable at the moment of conclusion of the Order or such events change its consequence after the Order was placed or if new circumstances in this regards will turn out, especially those indicated in Section 12.1 letter a) – e).

### **13. CONFIDENTIALITY / TRADE SECRET**

1. The Purchaser shall not have the right to transfer to third parties any information covered by trade secrets and obtained as a result of business contacts.
2. Any information and materials provided to the Purchaser by Menlo and not available to the public shall be treated as confidential ("CONFIDENTIAL INFORMATION"), in particular any and all information concerning Menlo, Order / agreement and its performance provided or disclosed before or after conclusion of agreement, regardless of its form or method of transmission, but in each case in connection with the activities of Menlo in relation to the agreement, by Menlo, its partners, advisers, employees, members of bodies, contractors, legal advisers, entities related to them or controlled by them or other associated entities, by contract or in any other way, except for the information expressly marked as not being Confidential Information.
3. The obligations specified in this Section 13. do not apply if:
  - a) Confidential Information is or has become publicly known in a way other than as a result of a violation of the GTC;
  - b) Confidential Information was previously known to the Purchaser from other sources, which shall be demonstrated beyond reasonable doubt, both as to the time and source of obtaining the Confidential Information;
  - c) the disclosure of information is required to disclose pursuant to any mandatory laws, capital market regulations, court judgments or administrative decisions, including in particular in connection with applying, if applicable, for admission of the shares of a given party to trading on the regulated market;
  - d) the obligation to disclose the Confidential Information to third parties arises from applicable laws. The Purchaser shall immediately notify Menlo of receipt of the aforementioned request, unless the transfer of such Confidential Information is prohibited by law or the decision of the entity requesting disclosure of the Confidential Information. The aforementioned notification should be sent, if possible, before disclosing the Confidential Information to the entity entitled to make such a request;

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- e) the disclosure of information to members of the governing or supervisory bodies of the Purchaser, its employees and collaborators, advisors, investors, auditors or lawyers, on the condition that they keep it confidential; and
  - f) the disclosure of information is preceded by the written consent of Menlo.
4. The Purchaser undertakes to:
- a) use the Confidential Information only in a manner consistent with the GTC;
  - b) keep all Confidential Information confidential and not to disclose or transfer it to third parties;
  - c) take all measures to ensure the security of Confidential Information.
5. The Purchaser shall be obliged to prevent disclosure of Confidential Information by current and future employees, co-workers, associates, as well as after termination of the employment relationship (termination of cooperation with the Purchaser). 13.6. Notwithstanding the above, the Purchaser shall be obliged to restore immediately the lawful state of affairs, as well as to prevent further breaches of Confidential Information.
6. Notwithstanding the above, the Purchaser shall be obliged to restore immediately the lawful state of affairs, as well as to prevent further breaches of Confidential Information.
7. The obligation to maintain confidentiality shall apply indefinitely. Execution or other termination of the legal relationship between the Parties shall not terminate the obligations described in this paragraph.
8. The confidentiality obligation set forth in this Section 13. shall remain in effect throughout the business relationship and 6 years thereafter.
9. In connection with a breach of GTC's provisions by disclosing Confidential Information to third parties contrary to the provisions of this Section 13., the Purchaser shall be obliged to compensate for the damages resulting therefrom.

#### **14. RESCISSION OF THE AGREEMENT**

- 1. Menlo is entitled to rescind from the whole or a part of the Agreement or Order/Purchase Order, as the case may be, upon occurrence of extraordinary circumstances beyond Menlo's control, including Force Majeure referred to in Section 12.1, mandatory changes of law or extraordinary adverse changes of the market conditions such as currency and goods price fluctuations or any adverse material reason attributable to the Purchaser, within 3 (three) months from its conclusion/placing, by submitting to the Purchaser a statement on rescission which shall include reasons for such rescission (contractual right of withdrawal).
- 2. In the event of rescission by Menlo from the Agreement and arising Order/Purchase Order, for reasons attributable to the Purchaser, Menlo shall be entitled to retain for its benefit a compensation in an amount equivalent to 5% of the gross value of the Order.
- 3. Upon the rescission of the Agreement, unless stated otherwise, the parties shall be released from their obligations arising under the Agreement, except for the obligations under Section 13 which shall remain unaffected by the rescission.

#### **15. SEVERABILITY**

- 1. If any provision of the GTC is declared invalid, illegal or becomes unenforceable for any reason, the remaining provisions of the GTC shall be fully binding and effective, as if the GTC were in effect without such invalid, illegal or unenforceable provision. The invalid provisions shall be replaced by the relevant provisions of the Polish Civil Code.
- 2. If the extent of the asserted invalidity or unenforceability prevents the achievement of the purpose, Menlo and the Purchaser shall agree to commence negotiations immediately in good faith to replace the invalid or unenforceable provision with a new valid and effective provision that corresponds to the highest possible extent to the intention of the provision being replaced.

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#### **Menlo Electric S.A.**

Menlo Electric S.A. with its registered office in Warsaw at Puławska 2, 02-566 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Department of the National Court Register under KRS number 0000917564, NIP 5272829241, REGON 368839890, share capital of PLN 100,000.00, paid-up capital: PLN 100,000.

## 16. FINAL PROVISIONS

1. Menlo reserves the right to amend unilaterally the GTC and any such amendments to the GTC made by Menlo shall not require any annex. The amended GTC shall be immediately published on Menlo's website indicated in Section 1.5. Any such amendments shall be notified to the Purchaser and immediately published on Menlo's website indicated in Section 1.5.
2. Pursuant to the provisions of the Law on Prevention of Excessive Delays in Commercial Transactions of March 8, 2013, Menlo declares that it has the status of a large entrepreneur. This declaration is effective for all agreements concluded with Menlo under the provisions of these GTCs.
3. The Purchaser shall not assign the rights under the Agreement to third parties without the written consent of Menlo.
4. The GTC and any transaction thereunder, including Agreement are governed by Polish law.
5. Unless otherwise provided in the GTC or agreement, any offer, notice or information in connection with the agreement, for their validity, shall be made in documentary form within the meaning of the Polish Civil Code.
6. All disputes or claims arising out of or in connection with these GTC, including disputes relating to their validity, breach, termination or nullity, shall be finally settled pursuant to the Arbitration Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw in force on the date of commencement of the proceeding by an arbitrator or arbitrators appointed in accordance with the said Rules.
7. The applicable language in communication between the Parties shall be Polish. In case the Purchaser is unable to communicate in Polish, the Parties shall allow English as the binding language.

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