

# General Commercial Terms and Conditions

## SKK Spółka Akcyjna with registered office in Kraków

### 1. General Provisions

- 1.1. General Commercial Terms and Conditions (hereinafter: **"GCTC"**) define rights and obligations of parties to the contracts for the sale or supply of goods (hereinafter: the **"Contracts"**), where the role of the seller or supplier is assumed by SKK Spółka Akcyjna with its registered office in Kraków (address: ul. Gromadzka 54A, 30-719 Kraków) entered into the register of entrepreneurs of the National Court Register under number KRS 0000298455, with NIP (Taxpayer ID No): 675-11-98-454, REGON (Statistical Number): 351552160, with the share capital of: PLN 1,100,000.00 (hereinafter: **"SKK"**).
- 1.2. SKK signs Contracts with contractors who are business operators, hereinafter referred to as: the **"Customers"**. SKK and the Customer shall be jointly referred to as: the **"Parties"**. The Subject Matter of the Contract shall be referred to as: the **"Goods"**.
- 1.3. The GCTC shall also apply to contracts other than contracts for the sale or supply signed by SKK with the Customers – for example to service level contracts or specific-task contract, where SKK acts as a service provider or contractor.
- 1.4. The GCTC form an integral part of all the Contracts where SKK is a seller or a supplier and the contracts referred to in clause 1.3 above, and if the Parties are bound by a separate, written Contract, this Contract shall prevail over the GCTC and the provisions of the GCTC shall apply only to the matters not governed by this Contract. The Parties may withdraw from the provisions included in the GCTC by way of a provision included only in a written Contract (the document must be in writing to be valid).
- 1.5. The GCTC shall not apply to any relationships of SKK with consumers.
- 1.6. The Customer shall read the GCTC before signing the Contract and before placing any order. The GCTC are available at <https://www.skkglobal.com> and on the website of SKK specified in clause 1.1. of the GCTC and may be presented to the Customer as an appendix to the Contract. It is assumed that the Customer could easily read the GCTC.
- 1.7. The GCTC shall apply to all the Contracts in any form.
- 1.8. SKK may reserve that to be able to sign the Contract, the Customer must accept the GCTC.
- 1.9. If the Parties have regular business relationships, if the Customer accepts the GCTC once, this acceptance shall be valid for all the Contracts signed later, until a written agreement is signed by the Parties which excludes the applicability of the GCTC.

### 2. Prices and advertising materials

- 2.1. Advertisements and other publications regarding the goods from the sales proposal of SKK are for information purposes only and shall not constitute a proposal within the meaning of the Civil Code. Models and samples received from SKK are provided for illustrative and demonstration purposes only and they cannot form the basis for any claims. In addition, SKK reserves copyrights to these models and samples made available in connection with the proposal or the advertisement.

### 3. Conclusion of the Contract

- 3.1. The Contracts is signed, subject to the following clauses, when the Customer places an order and SKK confirms the performance of this order either in writing or by e-mail. If the Customer holds any negotiations or talks with SKK before placing an order and SKK incurs any costs (and SKK informs the Customer earlier about such costs) related to the preparation

for the conclusion of the Contract, the Customer shall reimburse SKK for such costs if the Contract is not signed.

- 3.2. If the proposal to purchase the Goods is submitted using the Customer's form, it shall not exclude the applicability of the provisions of the GCTC. If there are any discrepancies between the provisions included in the Customer's form and the provisions of the GCTC, the provisions of the GCTC shall prevail.
- 3.3. The order may be cancelled only with consent of SKK.
- 3.4. It is assumed that the order is valid if:
  - 3.4.1. it contains all details of the Customer necessary to issue a VAT invoice according to the regulations in force,
  - 3.4.2. it has been placed in writing, by email or via SKK portal,
  - 3.4.3. it has been accepted by a person authorised to represent the Customer (it is presumed that the person placing the order on behalf of the Customer is either authorised to represent the Customer or authorised to sign Contracts of this type; if necessary, the order shall be accompanied by appropriate documents demonstrating the authorisation (e.g. a power of attorney), and SKK may request that such documents be submitted at any time),
- 3.5. SKK shall confirm the performance of the order within 5 business days, or otherwise it shall be assumed that SKK does not intend to sign the Contract for this order. The above-mentioned provision cannot form the basis for any claims by the Customer.
- 3.6. SKK may also confirm the performance of the order either only in part or subject to changes to the conditions of the order. Should this happen, the Customer shall accept the reservations or changes to the conditions of the order suggested by SKK within 3 business days and if no response is provided within this time limit, it shall be understood as the acceptance of such reservations and changes and the Contract shall be signed as specified in the confirmation of the order while taking into account the changes made by SKK in this confirmation. If within the time limit indicated in sentence 2 above the Customer does not agree to the reservations or changes suggested by SKK, the Contract shall not be signed but the Customer may place another order and the provisions of this clause 3. of the GCTC shall apply to this order.
- 3.7. If SKK confirms, either in part or subject to changes to the conditions of this order, the performance of the order which fails to comply with the terms and conditions specified in clause 3.4., it is assumed that the order was valid. Clause 3.6 shall apply accordingly.
- 3.8. SKK may also confirm the performance of the order in general (e.g. the quantity and price of the Goods) – then the Contract is signed in this respect and the remaining conditions (e.g. delivery dates) may be confirmed by SKK at a later time (e.g. after receiving confirmation from the carrier). Clause 3.6 shall not apply to the above-mentioned situation.
- 3.9. If instead of placing an order the Customer submits a request for proposal to SKK (in any form), SKK may reply by submitting a proposal to sign a Contract, which shall be valid for the period indicated therein, or if no such period is indicated, within 72 hours. SKK may cancel the proposal at any time before the proposal is accepted by the Customer. The acceptance of the proposal by SKK shall mean the conclusion of the Contract on the terms and conditions defined therein. The Customer may accept the proposal only in whole and subject to no changes or supplements (Article 68<sup>1</sup> (1) of the Polish Civil Code shall not apply). Any reply to SKK proposal subject to changes or supplements may be understood as an order and then the provisions of clauses 3.1 – 3.8 above shall apply.

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#### 4. Terms of Payment

- 4.1. The Customer shall pay the price within the time limit and using the method indicated in the written Contract or in the VAT invoice, and if the payment date is not indicated as specified above, within 14 days of the date of issue of the VAT invoice by SKK.
- 4.2. SKK shall issue a VAT invoice to the Customer within the time limit that complies with the law. SKK shall issue VAT invoices in PLN, unless other currency is clearly indicated in the order as the currency appropriate for the VAT invoice. SKK shall convert other currencies to PLN on the basis of the selling rates for these currencies announced by its main clearing bank. If the Customer pays in the currency other than specified in the Contract, the Customer shall pay related costs – in particular: bank charges, exchange rate differences and the costs of conversion to the appropriate currency.
- 4.3. The date of payment shall be the day on which the entire price for the Goods is credited to the appropriate bank account of SKK.
- 4.4. If there are any delays in payment, SKK may at its own discretion set off the amounts paid by the Customer first against the payable interest or the principal. The Parties exclude the Customer's rights indicated in Article 451(1) of the Civil Code.
- 4.5. If there are any delays in the payment of the amounts due or if the payment of at least one VAT invoice is delayed, SKK shall have the right to make all other VAT invoices that have been issued so far to the Customer payable immediately, even if their payment dates have not expired yet. SKK shall notify the Customer about it in writing.
- 4.6. If there are any delays in the payment of the amounts due, SKK shall have the right to suspend the performance of the Contracts or any part of the Contracts which have not been performed so far, until the Customer pays the entire amount of the price of the Goods with interest.
- 4.7. The Customer shall not have the right to suspend any payment, make deductions or assign the receivables, unless with prior written consent of SKK (or otherwise such actions shall be deemed invalid).
- 4.8. If the Customer makes any complaints or reservations to the Contract or the GCTC, it shall not entitle the Customer to suspend the payment.

#### 5. Performance Bond

- 5.1. SKK may make the conclusion of the Contract conditional upon the payment by the Customer of a specific amount as an advance payment for the Goods purchased or upon prior payment of the entire amount for the price of the Goods.
- 5.2. If during the period before the conclusion of the Contract and the release of the goods SKK has reasonable doubt as to the Customer's ability to pay the entire price for the Goods ordered, SKK may make the release of the goods conditional upon the payment of the entire or partial price for the Goods even before the agreed payment date and even before the release of the Goods.
- 5.3. The Customer shall become the owner of the Goods only at the time of the complete payment for these Goods according to the GCTC and the Contract (subject to the ownership right of SKK). If the Customer fails to pay for the Goods ordered at the time that payment is due, SKK, regardless of other rights specified in the GCTC or the Contract, shall have the right to demand that the Customer return the Goods for which the payment has not been made.
- 5.4. SKK may grant a trade loan to the Customer according to the terms and conditions specified in the Contract. On the basis of a justified request of the Customer made in the order SKK shall define terms and conditions for the trade loan, e.g. the amount of the trade loan and how it shall be secured. When examining the trade loan request, SKK shall have the right to demand that the Customer presents documents demonstrating in particular its current and former financial situation. The procedure for granting a trade loan shall be also followed when the Customer requests a trade loan limit increase. SKK shall make a decision on whether the loan will be granted or not, on specific terms and conditions of the loan and on its changes at its own discretion. Whenever the procedure for granting a trade loan is followed, the confidentiality provisions specified in paragraph 10 shall apply accordingly.

- 5.5. SKK shall have the right to change the amount of the trade loan granted to the Customer, change its terms and conditions and the payment date for the Goods ordered on the basis of the current analysis of the Customer's turnover and their previous cooperation.

#### 6. Terms of delivery and collection

- 6.1. The Goods ordered by the Customer on the basis of the Contract may be collected only by the Customer or a person authorised by the Customer to collect them (hereinafter: the "Collecting Party"). The identity of the Collecting Party may be verified also by the carrier. The authorisation to collect the Goods is valid until SKK is notified effectively that it has been withdrawn by the Customer. If several persons are authorised to collect the Goods, SKK may release the Goods to any of them, at its own discretion.
- 6.2. The delivery date shall be binding for SKK if it has been confirmed by SKK. Otherwise SKK shall make every effort to release or deliver the Goods taking into account all the legitimate interests of the Customer.
- 6.3. The Customer is obliged to collect the goods at the place and on the day (date and time) agreed in the Contract. If it is impossible, the Customer shall notify SKK about it immediately; however, not later than within 24 hours after becoming aware that the Goods cannot be collected as agreed.
- 6.4. If the Customer fails to collect the Goods within the time limit, the Goods shall be stored by SKK at the cost and risk of the Customer. Other rights of SKK in this respect are defined in paragraph 9. of the GCTC shall apply to this order.
- 6.5. As soon as the Goods are released by SKK, any benefits and charges related to the Goods as well as the risk of accidental loss or damage of the Goods shall be transferred to the Customer. However, if the Customer failed to collect the Goods within the time limit, the benefits and charges related to the Goods (and the risk of accidental loss or damage of the Goods) shall be transferred to the Customer on the previously agreed date on which the Goods were supposed to be collected by the Customer. The provision included in the previous sentence shall not prejudice paragraph 6.4.
- 6.6. The Parties agree that the Goods may be collected by the Collecting Party at the place where they are stored by SKK or they may be delivered to any other place agreed in the Contract at the cost and risk of the Customer. If the Goods are to be delivered to a place other than the place where they are stored, SKK shall select the delivering entity (e.g. a courier, carrier or freight forwarder).
- 6.7. If the Goods are to be collected at the place where they are stored by SKK, the Customer shall provide a vehicle ready in the place and on the day (date, time) agreed in the Contract, and if the Customer fails to do so – it may cause a stop, the costs of which shall be covered by the Customer.
- 6.8. If, according to the Contract, SKK provides the transport for the Goods ordered, the Goods shall be released at the place agreed in the Contract, and the unloading activities shall be arranged by the Customer and performed at its own costs and risk. At the time of commencing the unloading activities, the risk of accidental loss or damage of the Goods shall be transferred to the Customer. Before commencing the unloading activities, the Collecting Party shall sign appropriate acceptance documents (i.e. in particular a bill of landing, delivery note) – it is a precondition for the release of the Goods. The Collecting Party is also obliged to verify whether the Goods are correct and complete and collect a set of transport documents.
- 6.9. The Collecting Party shall verify carefully whether the Goods are complete and whether they comply with the Contract when collecting the Goods and shall determine any possible shortages or damage to the Goods. If there are any shortages, defects, faults or any other incidents of non-conformity to the Contract, the Collecting Party shall record it in an appropriate report – otherwise the Customer shall lose any right to make a claim against SKK resulting from either non-performance or improper performance of the Contract.
- 6.10. If, according to the Contract, SKK provides the transport for the Goods ordered, the carrier shall have the right to refuse to arrive at the unloading place if there is a risk of damage to either the vehicle or the Goods. Should this happen, the carrier may request that the Customer declares in writing that it assumes full legal and material responsibility for possible damage to the Goods and for the loss suffered by the carrier. If the Customer refuses

to make the above-mentioned declaration, it is assumed that Goods have been delivered to the place indicated within the time limit agreed.

- 6.11. If, according to the Contract, SKK provides the transport for the Goods ordered, the Customer shall unload the Goods from the vehicle immediately; however, not later than 2 hours after the arrival of the Goods at the place indicated in the Contract. If the Customer fails to unload the Goods within the time limit indicated above, the Customer shall cover the demurrage costs. The Customer may indicate an additional, alternative place for unloading the Goods. Should this happen, if possible, the Customer shall incur additional costs of transport to the additional place and the costs of unloading the Goods there.
- 6.12. All the costs of transport and packing the Goods shall be incurred by the Customer, unless agreed otherwise in the Contract.
- 6.13. If the subject of the Contract involves the performance of the work, it shall be accepted and at the same time handed over to the Customer. The handing over activities may be recorded in a report, which shall be signed by the representatives of SKK and the Customer. If the Customer cannot or refuses to sign the report, SKK shall have the right to prepare such a report unilaterally – such a report shall be binding to the Parties in the same manner as the report signed by both parties. The report shall indicate all the defects in the works. If the defects are not indicated, the Customer shall lose its rights under the statutory warranty. In other respects, the provisions of clause 7. of the GCTC shall apply accordingly.
- 6.14. If the subject of the Contract involves the provision of services, no acceptance inspection is carried out – it is assumed that the services have been provided at the time of their completion by SKK.

## 7. Terms and conditions of complaints and the statutory warranty

- 7.1. SKK shall be liable under the statutory warranty as specified in the GCTC and any further liability under the statutory warranty shall be excluded.
- 7.2. Immediately after collection of the Goods the Customer shall inspect them in terms of the conformity to the Contract (in terms of quantity and quality). Otherwise the Customer shall lose any rights under the statutory warranty. If possible, the above-mentioned inspection shall be carried out in the presence of the representative of SKK or an entity delivering the Goods, selected by SKK.
- 7.3. If any defects are detected in the Goods, the Customer shall immediately report them to SKK in writing (by describing the defects in detail); however, not later than on the day following the day of release of the Goods, in the case of quantity related defects, and within 5 days after the release of the Goods, in the case of the defects related to the quality of the Goods. Any late complaints shall be left unexamined. To make the complaint within the time limit, it is necessary to notify SKK by email sent to [skk@skkglobal.com](mailto:skk@skkglobal.com). If the Customer decides not to make the complaint by any of the methods indicated in the previous sentence, the Customer shall lose its rights under the statutory warranty.
- 7.4. If the defect is related to the damage in transport, the Collecting Party shall record it in the bill of landing (by indicating the shortage or damage to the Goods), and the copy of the bill of landing shall be enclosed with the complaint. The note in the bill of landing shall be signed by the driver who delivered the Goods.
- 7.5. By the time of final examination of the complaint, the Customer shall store the Goods being the subject of the complaint in an appropriate manner, so as to prevent any damage or shortage.
- 7.6. If the complaint is made according to the above-mentioned procedure, the Customer shall make the questioned Goods available for examination by the representative of SKK to determine whether the complaint is legitimate and to examine whether the Goods being the subject of the complaint have been used as intended, in particular as indicated in the information included in their documentation.
- 7.7. Apart from the right to have the legitimacy of the complaint examined by the SKK representative, SKK shall have the right to appoint a surveyor or an expert obliged to examine the legitimacy of the complaint made. The costs of appointing the surveyor or the expert referred to in the previous sentence, shall be incurred by the Customer if it turns out that the complaint was groundless at least to some extent.

- 7.8. After the Goods being the subject of the complaint have been examined by the representative of SKK, a complaint report shall be prepared where SKK shall include its comments, in particular SKK shall indicate whether it accepts the complaint made and if yes, then to what extent. If possible, the Customer shall also sign the complaint report and include its possible comments regarding the legitimacy of the complaint settlement. SKK may consider the complaint groundless without giving any reason.
- 7.9. If the complaint is considered legitimate, SKK may at its own discretion:
- 7.9.1. reduce the price of the Goods in accordance with the value of the defect found,
- 7.9.2. replace the defective Goods with the defect free goods,
- 7.9.3. repair the defective Goods.
- 7.10. If the complaint is accepted, as indicated in paragraphs 7.9.2. or 7.9.3. above, SKK shall either deliver defect free goods to the Customer or repair the Goods within the reasonable period that depends on the capacity of SKK and the Customer's needs.
- 7.11. When the complaint procedure is completed according to paragraph 7.9 above, the Customer shall be deprived of the right to pursue any further claims against SKK.
- 7.12. SKK shall have the right to suspend the satisfying of claims under the Customer's complaint until the Customer makes all the overdue payments to SKK.
- 7.13. Subject to paragraph 7.14. below, the Customer cannot without prior written consent of SKK take any actions intended to remedy the defect or loss.
- 7.14. The Customer shall take all possible actions (acts and omissions) which mitigate the risk and possible losses related to the use of defective goods. If no such actions are taken in relation to the loss which could be mitigated at least potentially if the Customer had taken these actions, SKK shall not be liable to the extent to which the loss has not been mitigated because of the Customer's failure to take the actions.
- 7.15. SKK shall not be liable for defects of the Goods and the losses that arise in transport or when the Goods are being unloaded or which are caused by either transport or unloading of the Goods.
- 7.16. SKK shall not be liable for defects of the Goods or the losses that arise as a result of the failure on the part of the Customer or other persons to follow the instructions of SKK regarding the use, storage or application of the Goods as well as for workmanship and design errors of such persons. In particular SKK shall not be liable when:
- 7.16.1. either the Customer or other person has used the Goods contrary to their technical parameters or instructions of which the Customer was notified by SKK or which are either publicly known, or should be known to the Customer,
- 7.16.2. the Customer or other person, without prior written consent of SKK, has made changes to the Goods,
- 7.16.3. the expiry date of the Goods (the period of their minimum durability) has lapsed.
- 7.17. SKK shall not be liable towards the Customer or other person, if the Customer grants any further rights under the statutory warranty or the guarantee to a different person.
- 7.18. The statutory warranty shall be provided to the Customer if the Customer meets all the conditions specified in paragraphs 7.2. – 7.14 above and those specified in paragraph 8 below.
- 7.19. Regardless of the rights under the statutory warranty, SKK may provide a guarantee to the Customer on the conditions specified in the Contract or a separate guarantee card. For the guarantee to be granted, specific guarantee conditions shall be determined in the Contract or a separate guarantee card and it shall be clearly indicated that they refer to the guarantee.

## 8. General terms and conditions of the use of the Goods

- 8.1. The documents and product certificates, and in particular directions for the use and end-use of the Goods of SKK shall be provided in good faith, while taking into account the current knowledge and experience of SKK and in reference only to the Goods stored and used according to the direction provided by SKK or the manufacturer.
- 8.2. The Customer and other persons are obliged to use the Goods as intended and according to the directions provided by SKK and the manufacturer.
- 8.3. If the terms and conditions of use are changed which may affect the actual conditions of use of the Goods, it is necessary to seek technical advice from SKK before commencing the use of the Goods.
- 8.4. The Customer and other persons are obliged to follow the requirements and guidelines included in the valid documentation of the Goods.
- 8.5. If the Customer or other persons fail to comply with the provisions of paragraphs 8.1 – 8.4., they shall lose the rights under the statutory warranty and the liability of SKK for the defects of the Goods or the loss caused by the Goods shall be excluded to the greatest extent permitted by the law in force.
- 8.6. It is prohibited to copy and make available the samples of the Goods or trade proposals of SKK to third parties without prior written consent of SKK.

## 9. Liability and decision not to perform the order

- 9.1. If the Goods are not collected for reasons attributable to the Customer, SKK after setting an additional 5-day time limit for collection of the Goods by the Customer, may withdraw from the Contract either in whole or in part. The above-mentioned action shall not prejudice the rights of SKK indicated in paragraph 6.4. of the GCTC and in paragraphs 9.3 and 9.4 below.
- 9.2. The rights to withdraw referred to paragraph 9.1 may be exercised by SKK within 12 months after the expiry of the additional time limit for collection of the Goods referred to in the first sentence of paragraph 9.1.
- 9.3. If SKK withdraws from the Contract for reasons specified in paragraph 9.1. above, the Customer shall pay to SKK a contractual penalty of 5 % of the value of the Goods in relation to which SKK has withdrawn from the Contract. SKK shall be also entitled to claim damages in excess of the reserved contractual penalty.
- 9.4. SKK may withdraw from the Contract if:
  - 9.4.1. the Customer is behind with the payment of any amount due to SKK;
  - 9.4.2. The Customer fails to perform the Contract in a manner other than specified in paragraph 9.5.1 above, and in particular if it does not cooperates properly with SKK, fails to make available to SKK its resources and places necessary to perform the Contract, etc.;
  - 9.4.3. because of an extraordinary change of the relationships, the performance of the Contract by SKK was either impossible, considerably hindered or would involve a property loss suffered by SKK, in particular if there is a considerable change in the exchange rate, a considerable increase in prices of the suppliers and subcontractors of SKK, a considerable increase in labour costs (e.g. because of the minimum wage increase).
- 9.5. SKK may exercise its right to withdraw from the Contract referred to in paragraph 9.5 above within 36 months after the conclusion of the Contract.
- 9.6. SKK shall be responsible only for actual losses and the losses caused by SKK intentionally.
- 9.7. Any liability of SKK towards the Customer and other persons shall be limited to the amount corresponding to the net value of defective Goods and if the liability does not refer to the defectiveness of the Goods, the liability of SKK shall be limited to the net value of the Goods.
- 9.8. SKK shall not be liable for the use or utilization of the Goods in a manner that violates the rights of third parties in respect to the intellectual property rights.

## 10. Confidentiality

- 10.1. Because of the confidential information provided by SKK, the Customer shall for the entire term of the Contract, and 5 years after its completion, keep this information confidential and protect it to same degree as it protects its own confidential information; however, not smaller than the degree appropriate for given circumstances. The confidential information shall include all the information disclosed to the Customer by SKK, and all the information obtained by the Customer during the performance of the Contract, in particular:
  - 10.1.1. the content of the Contract,
  - 10.1.2. the content of the negotiations held to conclude the Contract,
  - 10.1.3. economic, financial, technical and commercial information regarding the business activities of SKK,
  - 10.1.4. information regarding the know-how of SKK,
  - 10.1.5. information included in the documentation and product certificates of the Goods,
  - 10.1.6. technical and process information of the Goods,
  - 10.1.7. information about supplier and contractors of SKK,
  - 10.1.8. information included in proposals, samples and price lists of SKK.
- 10.2. The Customer in particular:
  - 10.2.1. shall not disclose any confidential information to third parties, apart from persons authorised to receive such information by SKK;
  - 10.2.2. shall not make any copies of the confidential information received from SKK, except for copies necessary to perform the Contract;
  - 10.2.3. shall not use the confidential information received for purposes other than the cooperation between the Parties;
  - 10.2.4. if the cooperation with SKK is stopped, shall immediately return all the documents and information including the confidential information, and neither the Customer nor any third party shall keep any copies, unless the retention of certain documents or information by the Customer is required for proper use of the Goods.
- 10.3. The Customer may disclose confidential Information only after obtaining prior written (otherwise it shall be invalid) permit from SKK or if the right to disclose results from an order made by a court or any other authorised body, if the disclosure is mandatory and SKK was allowed to inspect the information to be disclosed before the disclosure and SKK was provided with an opportunity to report reservations to the disclosure.
- 10.4. If any of the provisions included in paragraphs 10.1. – 10.3 above are breached, the Customer shall pay to SKK a contractual penalty of PLN 50,000.00 (in words: five hundred thousand PLN) per every breach, and SKK shall have the right to seek damages in excess of the reserved contractual penalty.

## 11. Other Provisions

- 11.1. The issues of the personal data protection are governed in detail by the privacy policy available at: <https://www.skkglobal.com/privacy-policy/>

The Customer consents to the disclosure of information by SKK about its cooperation with Customer in any form, in particular in marketing materials, on the websites or in social media.
- 11.2. The subject of the Contracts referred to in paragraph 1.3. of the GCTC may include works within the meaning of the copyright law. SKK reserves that as part of the Contract it shall neither transfer to the Customer any intellectual property rights (in particular economic copyrights) nor any consents or rights (in particular licenses) apart from those clearly indicated
- 11.3.

in the Contract and those necessary to use the Goods in accordance with the Contract and their intended purpose.

## 12. Final Provisions

- 12.1. The number of paragraphs referred to in the content of the GCTC shall mean appropriate sections of the GCTC.
  - 12.2. The provisions of the GCTC shall apply to all the Contracts subject to the wording of paragraphs 1.3 and 1.4 of the GCTC shall apply to this order. It is not permitted for the Customer to refer to its ignorance of the GCTC after the conclusion of the Contract or when the Customer was able to read the GCTC at <https://www.skkglobal.com>.
  - 12.3. These GCTC reflect an objection to the conditions for signing Contracts agreed unilaterally by the Customer.
  - 12.4. Both SKK and the Customer shall be authorised to transfer their rights and obligations under the Contract to a third party (an assignee) with the transfer of all securities established for the Contract and the Customer shall be authorised to do so only with prior written (or otherwise shall be invalid) consent of SKK. The assigning Party shall notify the other party accordingly.
  - 12.5. The Customer agrees to inform SKK about any change to the address not later than on the day of such a change. Any letter sent to the Customer's address indicated in the order or in the Contract as the mailing address (or other officially indicated address) not received by the Customer within the time limit or which the Customer refused to receive, shall be considered delivered effectively with the expiry of the time limit within which the Customer was obliged to receive the letter or on the day on which the Customer refused to receive the letter. If necessary SKK may delivery the correspondence in a different manner. The above shall apply to the e-mail correspondence accordingly.
- 12.6. If at least one of the provisions of the GCTC is or becomes invalid or ineffective, either in whole or in part, it shall not affect the validity or effectiveness of other provisions. The provision that is the closest to the target assumed in the GCTC shall apply instead of the invalid or ineffective provision.
  - 12.7. If the inability of SKK to provide the services results from the Force Majeure, the Customer shall not have the right to make any claim for the repair of the damage resulting from non-performance or late performance of the Contract. The events described as the Force Majeure shall include, among others, distortions in the operations of the manufacturing facility that are beyond the control of SKK, limitations caused by the government order, a natural disaster, weather conditions, strikes, roadblocks, war or states of emergency, etc.
  - 12.8. The Parties shall attempt to settle amicably any disputes arising in connection with the interpretation or performance of the provision of the Contract or the GCTC. If a dispute cannot be settled amicably, a court competent to solve the dispute shall be a common court with the local jurisdiction over the address of SKK indicated in paragraph 1.1. The provisions of this paragraph shall not be understood as the provision indicating a court of arbitration.
  - 12.9. The GCTC and the Contract shall be governed only by the Polish law. The common provisions of law shall apply in matters not settled by this the Contract or the GCTC.

Kraków, 2 January 2020