

These "General Terms and Conditions of Sale" shall apply to transactions between the parties concerning the sale of goods included in the trade offer of "ATLAS" Spółka z ograniczoną odpowiedzialnością, with its registered office in Łódź, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Łódź Śródmieście in Łódź under KRS number 0000264887, NIP 9471936467, to any entity having its registered office outside the territory of Poland, which makes a purchase for the purpose related to its business activity.

GENERAL CONDITIONS OF SALE

Article 1 General provisions.

1.1 These General Terms and Conditions of Sale are intended for use in business-to-business transactions in the export/intra-Community supply of goods by the Seller to the Buyer.

For the purposes of these General Terms and Conditions of Sale, the following terms shall mean:

OWS (Polish) - GTCS (English)	these "General Terms and Conditions of Sale",
Seller	ATLAS" Spółka z ograniczoną odpowiedzialnością with its registered office in Łódź, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Łódź Śródmieście in Łódź under KRS number 0000264887, NIP 9471936467,
Buyer	a foreign trader importing/intra-Community purchasing the Seller's Goods for business purposes,
Goods	construction materials in the Seller's offer at the time the Order is placed by the Buyer,
Order	an offer made by the Buyer to purchase the Goods,
Framework Sales Contract	the contract regulating detailed principles of purchase of Goods by the Buyer, a specimen of which is attached to these GTS,
Detailed Sales Contract	an accepted offer (Order) by the Buyer to purchase Goods of a specified range, quantity and price,
Manufacturer	a trader who has manufactured the Goods in the course of his business,
Price list	a price list containing the prices of Goods at which the Seller offers them for export/intra-Community supply of goods,
Incoterms	Incoterms 2010 trade terms published by the Paris-based International Chamber of Commerce.
WDT	Intra-Community supply of goods

1.3 In the event of conflict between the GTS and the Framework Sales Agreement, the provisions of the Framework Sales Agreement shall prevail. In case of conflict between the GTS or the Framework Sales Agreement and the Detailed Sales Agreement, the provisions of the Detailed Sales Agreement shall prevail.

1.4. Any issues arising from the Framework Sales Agreement or the Detailed Sales Agreement, which are not resolved, explicitly or implicitly, by the provisions contained in the Framework Sales Agreement itself, the Detailed Sales Agreement or the General Terms and Conditions of Sale shall be governed by Polish law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CSIG) of 1980 (Vienna Convention) and the United Nations Convention on the Limitation Period in the International Sale of Goods of 1974 shall be excluded in civil law relations covered by the GTS.

1.5 All references to commercial terms (such as EXW, FCA, etc.) shall be deemed to refer to the relevant Incoterms 2010 terms and, in respect of documentary credits, to the relevant terms of the "Uniform Customs and Practice for Documentary Credits" (UPC 600) together with the "Supplement to the Uniform Customs and Practice for Documentary Credits for Electronic Presentation" (eUPC).

1.6. Any reference to publications of the International Chamber of Commerce other than those mentioned in Article 1.5 shall be deemed to refer to their version current at the date of conclusion of the Detailed Sales Contract.

1.7. No amendment to the Master Sales Contract or the Detailed Sales Contract shall be valid unless agreed or made in writing.

1.8. The Buyer shall order the Goods in writing, fax or electronically and the Seller undertakes to sell the Goods to the Buyer to the best of its ability, in the quantities and within the time limit in accordance with the accepted Order.

Article 2 Goods.

2.1 The units of measurement used in the Contract are: 1 kg, 1 litre, 1 m³, 1 piece, 1 package, 1 pallet.

2.2 The quality of the Goods shall correspond to the standards, calibres and certificates declared by the Producer.

2.3 It is agreed that any information relating to the Goods and their use, such as weights, dimensions, capacities, colours and other data contained in the Seller's catalogues, brochures, leaflets, advertisements and illustrations, shall not be a binding condition of the Specific Sales Contract unless expressly referred to in the content of the Specific Sales Contract.

2.4 The Buyer shall not acquire any proprietary rights in any software, drawings etc. which may have been made available to him. The Seller also remains the sole owner of any intellectual or industrial rights relating to the Goods.

2.5. Unless the parties have agreed - in writing - otherwise, the Seller's obligation shall be deemed to include no other performance than delivery of the Goods constituting the subject matter of the contract between the parties to the Buyer and transferring the ownership of such Goods to the Buyer in exchange for the sale price.

Article 3 Inspection of goods before shipment.

3.1 If the parties have agreed in the Master Sales Contract or the Detailed Sales Contract that the Buyer shall be entitled to inspect the Goods prior to shipment, the Seller shall be obliged to notify the Buyer, within a reasonable time prior to shipment, that the Goods are prepared for inspection at a designated place in Poland.

Article 4 Sale price.

4.1 Unless otherwise agreed in the Master Sales Contract or the Detailed Sales Contract or no price has been agreed, the price resulting from the Seller's Price List valid as of the date of placing the Order by the Buyer shall apply.

4.2 Unless otherwise agreed upon in the Framework Sales Contract or the Detailed Sales Contract, the price shall be understood as **FCA** - Free Carrier (Franco Carrier - Designated Place of Loading) **Zgierz** for car transports and shall include: the value of the goods themselves, their packaging, marking, tare, loading materials (pallets), the cost of export formalities and loading of the Goods on the Buyer's means of transport. The Seller allows for the possibility of carrying out an order on **EXW**, **DDU** or **DAF** terms, however, delivery on such terms may only take place if agreed in the Framework Sales Contract or the Detailed Sales Contract.

4.3 Where it has been agreed in the Master Sales Contract or the Detailed Sales Contract that the sale of the Goods will take place on terms:

(a) **DDU** - Delivered Duty Unpaid, Named Destination, or

(b) **DAF** - Delivered AT Frontier,

The cost of transport shall be added to the price of the Goods, proportionally to each item. The transport value added to the price of the Goods includes all costs related to transport to the destination specified in the Detailed Sales Contract. The costs of unloading and the costs of import customs clearance (if required) shall be borne by the Buyer.

4.4. 4.4. At the beginning of each month, the Seller shall have the right to adjust the Currency Price List in proportion to the change of the average monthly exchange rate of the contract currency in relation to PLN for the previous month announced by the President of the National Bank of Poland in a relevant announcement.

An adjustment of the Price List by the aforementioned index does not constitute a change to the Price List.

The corrected Pricelist shall be valid as of the day following its sending to the Buyer by mail or e-mail, however, if the Buyer receives the Pricelist on a public holiday or after working hours, i.e. after 4 p.m. according to the Buyer's registered office, the Pricelist shall be valid as of the next working day.

4.5 In addition to the right under clause 4.4 above, the Seller reserves the right to change the Price List at any time, without giving reasons. The amended Pricelist shall be effective as of the day following its sending to the Purchaser atfa by e-mail or by fax, however if the Purchaser receives the Pricelist on a public holiday or after working hours, i.e. after 4 p.m. at the Purchaser's registered office, the Pricelist shall be effective as of the next working day; the Seller shall endeavour to inform the Purchaser about his intention to amend the Pricelist at least 14 (fourteen) days in advance.

4.6 The change of prices in the Price List does not constitute an amendment to the GTS, the Master Sales Agreement or the Detailed Sales Agreement. The prices for the Goods resulting from the Detailed Sales Agreement (accepted Order) remain fixed and are not subject to change.

4.7. 4.7. The Seller may grant discounts on the price set out in the Price List or resulting from the Master Sales Agreement or the Detailed Sales Agreement, depending on the volume of sales, payment term, sales campaigns run by the Seller. The granting of discounts must always be confirmed by the Seller in writing under pain of invalidity.

4.8 The day on which the amount in question is credited to the Seller's bank account shall be deemed to be the day of payment.

4.9. Where the parties' agreement does not indicate whether the rates or prices concerned are net or gross, they will always be deemed to be net.

4.10. If the Buyer fails to take delivery of the Goods prepared to the Buyer's special order within the agreed time limit for reasons not attributable to the Seller, the price and other performances must nevertheless be paid as if the delivery of the Goods had taken place in accordance with the Order.

4.11. The submission of any objections, remarks or complaints by the Buyer and their handling shall not suspend the payment period.

4.12. In the case of overdue payments, non-payment of interest for late payments, or exceeding the granted trade credit limit by the Buyer, the Seller shall have the right to withhold the execution of further Orders until the overdue payments are received.

Article 5 Payment terms.

5.1 Unless otherwise agreed in the Master Sales Contract or the Detailed Sales Contract, the Buyer shall be obliged to pay the price and any other amounts due to the Seller in the form of 100% (one hundred percent) prepayment for the ordered Goods, on the basis of a pro-forma invoice, by transfer to the Seller's bank account indicated in a pro-forma invoice. In the event of refusal to load the Goods, the Seller undertakes to refund the amount of the prepayment within 30 days from the date on which delivery was to take place.

5.2 If payment with a deferred payment date (trade credit) has been agreed in the Framework Sales Contract or the Detailed Sales Contract, without further indication, the Buyer shall be obliged to pay the price and any other amounts due to the Seller in connection with the sale of the Goods within 30 (thirty) days from the date of issue of a ktury. The granting of the trade credit is conditional on due security of the Seller's receivables for payment of the price and all other amounts due to the Seller in connection with the sale of the Goods.

5.3 In the case of granting a trade credit, the Seller's receivables shall be secured by: insurance of receivables by an insurance company selected by the Seller, documentary letter of credit or other security agreed by the parties in the Framework Sales Agreement or the Detailed Sales Agreement.

5.4 If a trade credit is secured by insurance of receivables, the total amount of the Buyer's debt resulting from deferred payment in connection with the Buyer's purchase of the Goods from the Seller, regardless of the legal basis, cannot exceed the amount covered by the insurance of the Seller's receivables, as specified in a separate agreement concluded between the Seller and the insurance company.

5.5. If it has been agreed in the Master Sales Contract or the Detailed Sales Contract that deferred payment will be made by means of a documentary letter of credit, unless otherwise agreed, the Buyer shall be obliged to open a documentary letter of credit in favour of the Seller issued by a bank approved by the Seller worthy of a nia, in accordance with the "Uniform Customs and Practice for Documentary Credits" (UCP 600) together with the "Supplement to the Uniform Customs and Practice for Documentary Credits for Electronic Presentation" (eUPC) published by the Paris-based International Chamber of Commerce and notified at least 30 days before the agreed date of delivery of the Goods or at least 30 days before the earliest date within the agreed delivery period.

The documentary letter of credit will be opened by the Buyer, confirmed, covered, documented and acceptable to the Vice President of Finance. If, for any reason, changes need to be made to the letter of credit, the Seller shall immediately inform the Buyer and the Buyer shall give the relevant instructions to the opening bank so that the opening bank can amend the letter of credit in accordance with the Seller's requirements.

In addition, unless otherwise agreed in the Master Sales Agreement or the Detailed Sales Agreement, the letter of credit shall comply with the following requirements:

- a) the principal will be the purchaser,
- b) the beneficiary will be the Seller,
- c) the validity period of the letter of credit will be days,
- d) partial deliveries and transshipments will be allowed,
- e) partial payment of the letter of credit will be allowed and each part will correspond to a batch of Goods delivered in accordance with the contract,
- f) the letter of credit shall be payable on presentation of the documents referred to in point g),
- g) the letter of credit may be executed within its validity period upon presentation of the following documents in the Polish language to the bank meeting the letter of credit (designated bank):
 - CMR or SMGS consignment note,
 - invoice,
- h) any bank charges incurred outside Poland shall be paid by the Buyer, and those incurred inside Poland shall be paid by the Seller,
- i) The fees associated with amending the terms of the letter of credit shall be borne by the Buyer,
- j) the place of expiry of the letter of credit will be Poland,
- k) payment for the completed delivery no later than 7 (seven) days after the delivery to the designated bank of the documents referred to in point g) above.

5.6 If, after the conclusion of the Detailed Sales Contract (acceptance of the Order), the Buyer withdraws from the delivery of the ordered Goods, this shall not release him from the obligation to pay the price for these Goods; In the event that the price has been paid in advance, the Seller shall not be obliged to refund the price.

Article 6 Interest in case of late payment.

6.1 If a party fails to pay a sum of money due, the other party shall be entitled to interest on that sum calculated from the time the payment became due until the time of payment.

6.2 Unless otherwise agreed, the interest rate shall be four times the Lombard loan rate of the National Bank of Poland per annum.

Article 7 Procurement.

7.1. The Seller shall deliver the Goods only after the conclusion of the Detailed Sales Contract.

7.2. Orders should be placed by the Buyer in writing, by fax or by e-mail. The date of the Order shall be understood as the date of receipt of the Order by the Seller. If it is a non-working day or if the Order is received after 4 p.m. Polish time, the date of receipt shall be understood as the next working day.

7.3. Upon receipt of the Order, the Seller shall decide whether to accept the Order, accept the Order subject to changes or refuse to accept the Order. In the case of acceptance of the Order, the Seller confirms the acceptance of the Order for execution by sending to the Buyer by fax or by e-mail a pro-forma invoice. If the Seller does not confirm the acceptance of the order within 2 (two) working days from the date of receipt of the order from the Buyer, the conclusion of the Detailed Sales Contract shall not take place. For the avoidance of any doubt, the Detailed Sales Agreement is deemed to be concluded upon receipt by the Seller of the confirmed pro-forma invoice.

7.4 The Seller may accept the Order subject to changes or additions that do not materially change its content and immediately inform the Buyer thereof. If the Buyer, at the latest on the next working day after receiving the confirmation of the Order subject to changes or additions, does not agree to the changes to the Order proposed by the Seller, the Detailed Sales Contract shall not be concluded. The provisions of sec. 7.3 shall apply accordingly.

7.5. The loading date of the Goods specified in the Order may not be shorter than 3 (three) working days counting from the date of placing the Order, subject to the provisions of sec. 7.6 OF GTS. If the Buyer does not make use of deferred payment (trade credit), regardless of the time limit described in the preceding sentence, loading shall take place within 3 (three) days after receipt by the Seller of 100% (one hundred per cent) prepayment for the ordered Goods.

7.6 Orders for Goods to be prepared on special order (coloured plasters, fa rby and other Goods marked in the Price List) should be placed by the Buyer not later than 5 working days prior to the loading date, provided that placing an Order exceeding this deadline entitles the Seller to extend the loading date accordingly. The provisions of para. 7.5 second sentence shall apply accordingly.

7.7. It is permissible for the Buyer to specify another consignee for the Goods, however, arrangements in this respect must be included in the Master Sales Contract under pain of nullity.

Article 8 Packaging, Loading.

8.1. Unless otherwise agreed, the Seller sells the Goods in paper sacks or plastic buckets, on non-returnable pallets covered with foil - the weight of the pallet and the type of packaging of the Goods depending on the assortment, according to company standards.

8.2. The packaging shall protect the Goods during transport and storage under the conditions necessary for the Goods to be delivered.

8.3. The goods will be marked as standard according to the Vendor's or Manufacturer's factory standards.

8.4. If no detailed information is provided with regard to the quality and packaging of the Goods, it will be presumed that Goods of the quality corresponding to the average requirements for the given kind and type of Goods are to be delivered and that they should be packed or depacked - according to the applicable regulations and standards in force in the Seller's or Producer's company.

8.5. The cost of packaging other than specified above in the content of point 8.4. of the GTCS, which was requested by the Purchaser and agreed to by the Seller in writing, shall be charged to the Purchaser at the Seller's own cost price.

8.6. Loading of the ordered Goods shall be carried out successively in batches corresponding to the accepted Orders of the Buyer, submitted to the Seller in accordance with Article 7 of GTS.

Article 9 Delivery and transport conditions.

9.1 Unless otherwise agreed in the Master Sales Contract or the Detailed Sales Contract, the terms and conditions of delivery of the Goods shall be determined on the basis of the Incoterms 2010 for road transport, in accordance with the formula of FCA Zgierz, Poland.

9.2. In the absence of any regulation to the contrary, the transport conditions shall be as follows:

- (-) The Seller is obliged to load the Goods undamaged, in packaging protecting them in transport,
- (-) The Goods shall be dispatched by road and, where agreed in the Master Sales Contract, the Goods may be dispatched by rail,
- (-) the method of delivery of the Goods may be changed, with the proviso that written agreement is mandatory,
- (-) The seller is obliged to inform the buyer about the loading of the goods and their quantity,
- (-) data such as: price, quantity, Seller, Buyer, date of sale, payment term and currency, net weight of the cargo should be presented in each VAT invoice and in the pro-forma invoice, which is the confirmation of the Order. The data presented in the VAT should correspond to the data presented in the pro-forma and comply with the terms of this contract.

9.3 In case of export / intra-Community delivery of the Goods, the Buyer is obliged to immediately (no later than 30 days from the date of loading of the Goods) provide the Seller with official documents confirming that the Goods have been exported from Poland. These documents are:

copy of the VAT invoice (in the case of WDT),

a copy of the transport document (in the case of WDT),

a declaration by the buyer confirming receipt of a consignment in an EU country other than Poland (in the case of WDT).

In the event of failure to provide the Seller with documents confirming export of the Goods from Poland within this time limit, the Seller shall be entitled to claim payment from the Buyer of a contractual penalty in the amount equivalent to 22% (twenty-two per cent) of the gross value of the entire delivery covered by the Order.

Article 10 Acceptances and Complaints.

10.1. The Seller shall be liable for damage to the Goods as a result of inadequate packaging and shall reimburse the Buyer for the costs related thereto, as well as for costs incurred as a result of delivery of the Goods to an incorrect address, if this occurred through the fault of the Seller.

10.2. The Buyer shall be obliged to inspect, in particular, the condition of the consignment (load) and the quality, quantity and assortment of the delivered Goods immediately upon their delivery (issue) and make a relevant annotation on the consignment note or other proof of issue and immediately report to the carrier (in accordance with relevant transport regulations) and the Seller, in writing, any reservations (complaints) in this respect and allow a representative of the Seller to inspect, within an appropriate time limit, the intact Goods.

10.3. If, due to the type of packaging or for any other reason, it is not objectively possible to perform an immediate inspection of the delivered Goods, the inspection at acceptance should include at least the consignment note, the quantity and condition of the packaging, the details of the Goods' marking on the packaging and externally visible damage. As soon as this becomes objectively possible, but no later than within 10 (ten) days from the date of delivery (issue) of the Goods, a detailed full inspection of the Goods should be carried out.

10.4. The Buyer's acceptance of the Goods without examining them or failure to raise objections immediately after examining the Goods shall be deemed to be confirmation that the Goods have been delivered (issued) correctly, in the correct quantity and have the correct characteristics and properties. Acceptance of the Goods in terms of quantity is made by comparison with the Buyer's order agreed and confirmed by the Seller (Detailed Sales Contract). Acceptance of the Goods, in terms of the quality of the Goods, is carried out by the Buyer in accordance with the Seller's samples, templates and certificates.

10.5. In any case, complaints regarding the quantity and quality of the delivered Goods should be reported to the Seller no later than within 14 (fourteen) days from the date of delivery (issue) of the Goods to the Buyer. Complaints notified after this time limit will not be considered. The above shall not apply to hidden defects of the Goods.

10.6. For the purpose of complaint proceedings, the date of delivery (release) of the Goods shall mean the date of acceptance of the Goods into the warehouse of the Buyer, and in the event the Goods are delivered to a recipient other than the Buyer pursuant to sec. 7.7. GTS, the date of delivery (release) of the Goods shall be understood as the date of delivery of the Goods to the place indicated in the Framework Sales Contract.

10.7. In cases where it is not possible to ascertain a defect upon acceptance of the Goods or during their inspection in accordance with the preceding paragraphs (hidden defects), the period for lodging a complaint shall be 14 (fourteen) days from the day on which it was possible to ascertain the defect with the greatest professional care

10.8. Under pain of losing the right to claim from the Seller any claims for defects of the Goods or inconsistency of the delivery with the Detailed Sales Contract, the Buyer shall be obliged to fulfill all formalities provided for in the preceding paragraphs above, in particular to notify the Seller of any irregularities as soon as they are noticed, but not later than at the time when, pursuant to the provisions of the above, discovery of such irregularities was possible.

10.9. The warranty rights for latent defects shall expire after the lapse of 1 (one) year counting from the date the Goods were delivered (issued) to the Buyer.

10.10. The Seller shall make a decision on the reported complaint within 14 (fourteen) days from the date of receipt of the complaint, unless additional tests are necessary. In this case, the Seller shall decide on the reported complaint as soon as the tests have been completed, but no later than within 1 (one) month from the date of the complaint.

10.11. In the event that a complaint is accepted as to the quantity of Goods, the Seller shall make up the shortfall with the next delivery or issuefa a corrective invoice which will reduce the amount payable for the Goods by the value of the missing Goods.

10.12. In the case of acknowledgement of a complaint as to the quality of the Goods, the Seller shall, at its option, replace the Goods not meeting the quality requirements or reduce the selling price thereof by issuingfa a corrective invoice.

10.13. Settlement of the claim shall in any event take place within 30 (thirty) days of the date on which the claim is acknowledged, unless the parties agree on a different period.

Article 11 Failure of time limits.

11.1. The Seller shall not be liable for any failure to comply with any deadlines arising from the conclusion or performance of the Detailed Sales Contract if such failure is not due to the Seller's sole fault.

11.2. In the event that a party becomes aware that it will not be able to meet the contractually agreed deadline, it shall inform the other party without delay, at the same time stating the expected date for the fulfilment of the obligations affected by the delay.

11.3. Subject to the provisions of the following paragraphs, if a delay in delivery or acceptance entails serious damage to a party who is not to blame for the delay, that party shall be entitled to withdraw from the Detailed Sales Contract in writing. If the delay relates only to a single Goods in delivery, the contract may be rescinded only in respect of that Goods.

11.4. If the delivery date is postponed due to circumstances for which the Seller is not at fault, in particular circumstances provided for in the content of the GTS, the Seller may postpone the next delivery on a pro-rata basis and shall not be liable for the consequences of such postponement.

11.5. If the Seller's delay relates to non-standard Goods (within the meaning of section 7.6 of the GTCS), the Buyer may withdraw from the contract only if the delay was severe (i.e. longer than 30 days). If a party does not immediately exercise its right to withdraw from the contract, the delivery date indicated in the notice of delay sent by the Seller shall be deemed to be the new delivery date binding on the parties.

11.6. Compensation for delayed delivery may only be paid if the Buyer has withdrawn from the Detailed Sales Contract for this reason or if a special agreement to this effect has been made in writing. Any claims for damages shall be submitted by the Buyer in writing at the latest one month after the delivery according to the detailed sales contract should have taken place. Failure to present claims within this period shall constitute an unconditional waiver thereof.

Article 12 Scope of Liability.

12.1 Any liability of the Seller relating to the conclusion of the Master Sales Contract or the Detailed Sales Contract or to the sale of the Goods, regardless of the title of such liability, shall not include the remedy of damages relating to expected benefits, lost profit, loss of reputation, etc.

12.2 Any liability of the Seller relating to the conclusion of the Framework Sales Contract or the Detailed Sales Contract or to the sale of the Goods, regardless of the title of such liability, cannot in total exceed the net price of the delivery of the Goods to which the circumstances giving rise to the Seller's liability relate.

12.3 The Seller shall only be liable for the Goods having certain properties or for the suitability of the delivered Goods for the purposes desired by the Buyer if the Seller has given the Buyer written assurance that the Goods have certain properties or are suitable for such purposes. In any case, however, the Seller shall be liable for a defect in the Goods which reduces their value or usefulness resulting from their purpose, provided that the Buyer has made a complaint in time.

12.4 In addition to the liability for defects in the Goods described above, the Buyer shall not be entitled to compensation for any damage caused by the Goods (including by a dangerous product) or in connection with their possession or use - with the exception of mandatory liability arising directly from mandatory legal provisions.

Article 13 Force majeure.

13.1 Neither party shall be liable for total or partial non-performance if the non-performance or improper performance of the contract is due to force majeure.

13.2. Force majeure events are such events which hinder the performance of the parties' obligations set out in the contract, which occurred or became known to the parties after the conclusion of the contract, which no one could have foreseen at the time of the conclusion of the contract, which cannot be overcome and which are external to the activities of the parties, in particular such as: flood, fire, earthquake and other natural phenomena, as well as war and acts of war, blockades, actions of state authorities, as well as other circumstances arising after the signing of the contract, which are beyond the control of the parties (with the exception of overdue payments and payment deadlines under this contract). The time limits for the performance of obligations shall be transferred to the time after the occurrence of the aforementioned factors ceases. The party that cannot perform its obligations due to the above-mentioned reasons should immediately inform the other party in writing of their occurrence, as well as of the cessation of these factors.

13.3. The Party that cannot fulfil its obligations for the reasons listed in clause 13.1. shall, no later than 3 (three) working days after they occur, inform the other Party in writing of their occurrence as well as of the termination of the occurrence of these factors.

13.4. An appropriate certificate from the Chamber of Commerce and Industry or other competent authority of the relevant country will be sufficient proof of suspension of performance.

13.5. Failure to notify, or failure to notify in a timely manner, shall deprive the parties of the right to invoke force majeure as a reason to discharge liability for non-performance.

13.6. The occurrence of force majeure shall not relieve the Buyer of his obligation to pay for Goods received prior to the occurrence of such events.

Article 14 Cooperation between the Parties.

14.1 The Buyer shall immediately notify the Seller of any complaints made to the Seller by purchasers or third parties concerning the Goods supplied or the intellectual property rights related thereto.

14.2 The Seller shall immediately notify the Buyer of any complaints that may involve the Buyer's liability.

Article 15 Dispute resolution.

15.1 Unless otherwise agreed in writing, all disputes will be attempted to be resolved amicably by the parties.

15.2 If the Parties fail to reach an agreement, any disputes or claims arising between the Parties in connection with the content or performance of GTS, the Framework Sales Agreement or the Detailed Sales Agreement shall be finally settled by the Polish common court having jurisdiction over the Seller's registered office.

Article 16 Final provisions.

16.1 Neither party shall be entitled to assign its rights and obligations under the Contract to third parties without the written consent of the other party. The above prohibition shall not apply in the case of assignment of receivables by the Seller in connection with a transaction insurance contract.

16.2 If any provisions of the GTCS or the Master Sales Agreement or the Detailed Sales Agreement are found to be illegal or invalid by any competent judicial or administrative authority, the Parties shall act in good faith with a view to amending such provisions so that they become effective. To this end, the invalid provisions shall be replaced by such valid and effective provisions which come as close as possible to the invalid provisions in terms of their economic and financial effects and the intentions of the Parties.

If such a change is not possible, the ineffective provisions shall be deemed not to form part of the GTS, the Master Sales Agreement or the Detailed Sales Agreement and the remaining provisions shall be implemented in accordance with their terms.

16.3 Any and all amendments and additions to the Master Sales Agreement or the Detailed Sales Agreement must be in writing and signed by the Seller and the Buyer, otherwise they shall be null and void. For these requirements, an exchange of documents, each containing the signature of at least one of the parties (sending the document), between the parties via fax or email (scan of the document) shall be sufficient, provided that the documents are subsequently delivered in writing.

16.4. The appendix to the GTS is a template of the Master Sales Agreement.

Atlas S.P. z o. o.