

TOM2 Sp. z o.o., ul. Pomorska 112, 70-812 Szczecin

GENERAL TERMS AND CONDITIONS OF PURCHASE AND SUPPLY OF STEEL AND REINFORCING COMPONENTS (T&C)

version applicable as of 1 January 2017

„TOM 2” Spółka z ograniczoną odpowiedzialnością with its registered office in Szczecin, at ul. Pomorska 112; 70-812 Szczecin, entered into the register of businesses in the National Court Register kept in the custody of District Court for the district of Szczecin – Centrum in Szczecin, 13th Commerce Department of the National Court Register under reference number 0000220256, with a share capital of PLN 50,000.00, NIP (Tax Identification Number) 955-000 - 86 -03, REGON (National Business Register) number 810713782, pursuant to section 384 specifies the following ‘General terms and conditions of purchase and supply of steel and reinforcing components (materials)’, hereinafter the ‘Terms’, which constitute an integral part of any agreements concerning the supply (sale) of steel and reinforcing components by „TOM 2” Sp. z o.o., hereinafter the

‘Supplier’.

§1

DEFINITIONS

1. Supplier – TOM2 Spółka z ograniczoną odpowiedzialnością;
2. Original Supplier – entity selling steel (including rebar, straight rods, rolled wire rod, fences, sheet metal) to the Supplier.
3. Buyer – entity to whom Material is supplied or sold.
4. Material – steel and reinforcing components constituting the subject of a purchase order/agreement
5. Reinforcing Component – the smallest, indivisible part of structural reinforcement, made of flat and round reinforcing steel, rods or coils, straight or bent according to design specification, constituting a separate rebar or forming part of a load bearing frame.
6. Straight reinforcement steel – straight ribbed rebar in commercial units of 12 linear metres, in full bundles weighing approx. 2.5 tonnes – unless other conditions apply, all regulations of these T&C concerning reinforcement components apply thereto.
7. Agreement – arrangement between the Supplier and the Buyer or the Buyer or Supplier and the Original Supplier, regulating the terms of cooperation with regards to the purchase and supply of Material, in particular the amount and type of material, its price, price validity period, location and date of supply and additional fee due for supplying less than 20 tonnes of goods. If no written agreement is made, the applicable Purchase Order shall apply instead.
8. Framework Agreement – general terms of cooperation with regards to the supply of Material.
9. Purchase Order – a simplified form of an Agreement, entered into in respect of individual deliveries of Materials. Each Purchase Order must stipulate the type and amount of the Material, location and date of its delivery, price of the Material and additional fee due for supplying less than 20 tonnes of goods.
10. Detailed Purchase Order – specifies in detail the subject matter, amount, date and place of delivery in respect of a single delivery of the Material, within the framework of an agreement/purchase order.
11. Working Days – days from Monday until Friday, with the exception of bank holidays specified in the holiday act of 18 January 1951 (consolidated text in: [Journal of Laws of 2015, item 90](#)), with the exception that days where temperature measured by measuring equipment installed in the Supplier’s manufacturing plant, as confirmed by generated hourly reports, falls below (-5 degrees Celsius) for three subsequent hours between 6AM and 2PM.

§2

PRODUCT RANGE / AVAILABLE STEEL GRADES AND DIAMETERS

Reinforcement components are manufactured from class 3N reinforcing steel, solely with the following diameters: ϕ 8, 10, 12, 14, 16, 20, 25, 28, 32 mm and of the following grades:

1. Ribbed bars: B500B, K500BT, B500SP, K500CT, B500NC, B500A
2. Ribbed straight rods: B500B

Reinforcing steel with a diameter of ϕ 6 mm is not included in the Supplier’s standard product range and is available only if the Supplier makes an express written confirmation of the availability of steel with this diameter. Purchase Orders for the manufacture of reinforcement components made of steel with this diameter shall not be binding on the Supplier until expressly confirmed in writing.

§3

COMMENCING COOPERATION / OFFERS / NEGOTIATIONS

1. Sales representatives acting on behalf of the Supplier shall be entitled to make and accept offers, negotiate and enter into agreements only to the extent they are authorised to, based on powers of attorney granted to them, which they will present to their clients at their every request. Should any employee or sales representative make or accept an offer, sign any record of negotiating, enter into an agreement or affirm the terms of any agreement while going beyond the scope of the power of attorney shall result in the invalidity of that legal transaction and shall not be binding on the Supplier.
2. Any offers made by the Buyer shall be considered binding only if accepted in writing or through a document by persons duly authorised by the Supplier. Lack of a written reply to an offer submitted by the Buyer shall not be construed as its acceptance and shall not constitute a basis to commence the performance of the purchase order.
3. Only documents clearly marked as such may be construed as offers made by the Supplier.
4. Documents titled ‘Commercial information about projected prices of reinforcement components and general terms and conditions of supply’ shall not constitute an offer within the meaning of section 66 of civil code, but merely a non-binding invitation to commence negotiations.
5. Prior to submitting the first Detailed Purchase Order for the supply of Materials, the Parties shall enter into an Agreement, Framework Agreement or a Purchase Order.
6. Reinforcement components shall be delivered CPT, Incoterms 2010.

NIP 955-00-08-603

Sąd Rejonowy w Szczecinie KRS 0000220256

Kapitał zakładowy: 50 000,00 PLN

Konto: BRE O/ SZCZECIN 44 11401137 0000308814001005

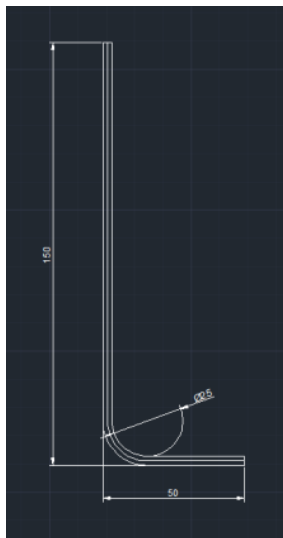
DETAILED PURCHASE ORDERS SUBMITTED IN THE COURSE OF COOPERATION

1. Detailed Purchase Orders in respect of specific reinforcement components shall be submitted to the Supplier at least 10 Working Days prior to the scheduled date of delivery. The above term shall commence from the date of the Supplier receiving the Purchase Order together with a detailed construction drawing and a specification of steel to be used to complete the Purchase Order.
2. The run of the deadline for the completion of the Purchase Order, referred to in subsection 2 above, shall not commence until the Buyer is granted the line of credit referred to in § 8 by the Insurer, sufficient to cover the value of the Purchase Order, and if the Supplier requires that the Purchase Order must be paid for in advance, the run of the deadline shall commence when the Supplier's bank account is credited with the relevant amount. Should the Buyer be in arrears on the payment of any amounts due to the Supplier, the deadline for completing the Purchase Order referred to in subsection 2 shall not commence until the Buyer makes all the outstanding payments due to the Supplier. Detailed Purchase Orders must account for the fact that the maximum size of deliveries cannot exceed 30 tonnes of Reinforcement Components made of steel with a diameter of between Ø6 mm and Ø16 mm per week and 30 tonnes of Reinforcement Components made of steel with a diameter of more than Ø16 mm. If the submitted Detailed Purchase Orders exceed the amounts specified in the preceding sentence, the Supplier shall not be bound by a given Detailed Purchase Order to the extent that it exceeds the tonnage specified above and to the same extent the Purchase Order shall be ineffective and the Supplier shall not suffer any negative consequences due to the above.
3. The drawing referred to in subsection 1 shall be delivered as a hard copy or in electronic format. A drawing need not be attached to the materials list if these components are attached to the Purchase Order/Agreement referred to in §3 subsection 4, and the materials constituting the subject matter of a given individual purchase order fully comply with the drawing and list attached to the Agreement/Purchase Order, and furthermore the purchase order includes only a singly type of material, manufactured based on a single drawing and a single steel list.
4. If a single purchase order exceeds the maximum delivery amount specified in the Agreement, the Supplier shall be entitled, but not required to, deliver a larger amount of Materials. The amounts of Materials exceeding the maximum delivery amount specified in the Agreement shall be delivered at prices applicable as at the date of delivery of these amounts, irrespective of the prices in the Agreement/Purchase Order.
5. The Buyer shall be responsible for verifying the correctness of the construction drawing. In special cases, the Supplier may correct the provided construction drawings, with the Buyer's consent.
6. The deadline for completing a given reinforcement component shall be extended as a result of any mistakes in technical documentation or corrections, amendments and adjustments implemented in writing by the Buyer or designer.
7. In the situations referred to above, the deadline for completing a given purchase order shall be 10 days, counting from the date of delivery of the amended documentation by the Buyer.
8. If the delivery of reinforcement components also includes straight reinforcing steel, purchased at a price different to other reinforcement components, the Buyer shall be required to make a separate Purchase Order for straight reinforcing steel – including only full bundles and FCL straight steel shipments; otherwise the price of straight reinforcing steel shall be the same as the price of reinforcement components.

§5

DIMENSIONING, PURCHASING DIAMETERS NOT IN SUPPLIER'S STOCK

1. Payment due for reinforcement components shall be made based on theoretical steel, i.e. based on the product of the conversion factor of 1 linear metre of a given material, calculated based on detailed construction drawings, and the amount of linear metres of the delivered material, based on Stock Issue Confirmations issued by the Supplier. Theoretical weight of 1 linear metre of reinforcement components is as follows:
2. Dimensioning of reinforcement components for the purposes of calculating the amounts due in payment shall be carried out based on the outside of the shapes, regardless of the dimensioning method used in the documentation provided to the Supplier. Moving from internal to axial dimensioning shall result in a change in the tonnage of the delivered reinforcement components, which the Buyer shall accept. The length of a single reinforcement component shall be calculated as the sum of all straight sections comprising a given shape. The weight of a single reinforcement component shall be calculated as the product of the sum of all sections comprising a given shape and the theoretical weight of 1 linear metre of a given rod diameter (in accordance with the table below) – in accordance with the drawing below (length of the reinforcement component used in the example below = 200 cm).



Diameter	Theoretical weight of 1 linear metre
mm	Kg
6	0.222
8	0.395
10	0.617
12	0.888
14	1.210
16	1.580
20	2.470
25	3.850
28	4.830
32	6.310

3. If the steel is rolled on rolls with a diameter exceeding 70 cm, the actual length of the shape, measured along its external outline, is used for the purposes of invoicing.
4. If the project is dimensioned based on internal or axial dimensioning, figures must be converted into external dimensioning prior to commencing the production of components included in the purchase order. If the Supplier needs to convert internal or axial dimensioning into external, the Buyer shall be required to pay a fee for the additional work. This fee shall amount to PLN 20 per 1 tonne of converted reinforcement components.
5. Irrespective of the dimensioning method, if the Purchase Order includes reinforcement components of lengths exceeding the maximum length of rods stocked by the Supplier, rods will need to be lapped, which will result in an additional tonnage. The cost of such additional tonnage shall be covered by the Buyer.
6. Rod diameters not stocked by the Supplier (diameters of Ø18 and Ø22) included in a given construction design are automatically replaced - Ø18 rods are replaced with Ø20 rods, while Ø22 rods are replaced with Ø25 rods, which results in an increase in weight of each reinforcement component manufactured using these rods. The cost of the additional weight shall be covered by the Buyer. Any other changes in the design must be made prior to commencing the manufacture of the purchase order. Maximum dimensions of reinforcement components shall be 2.4mx1.2mx12m. The maximum length of steel cannot exceed 15 m. The Supplier reserves the right to individually value oversized reinforcement components and to agree individual purchase order completion deadlines, provided that the Supplier may withdraw from a given purchase order or charge the Buyer with an additional transport fee if the volume of the components prevents the cargo from being loaded on a single truck.
7. Irrespective of prices specified in the Purchase Order/Agreement with regards to supplied reinforcement components with diameters of Ø6 and Ø8, the Supplier shall charge an additional fee of PLN 150 net per each tonne of ordered components with the above specified diameters. The above additional fee shall not be charged only if the Parties agree in the Purchase Order/Agreement that the Supplier shall waive charging the additional fee for components with diameters of Ø6 and Ø8.

**§6
DELIVERIES**

1. The price of materials constituting the subject matter of an agreement/purchase order/schedule is inclusive of F.O.B. construction site delivery, if the mass of the materials delivered by a given transport as a single load is between 20 and 24 tonnes. If the Buyer makes an individual purchase order for less than 20 tonnes of materials, the Supplier shall include the additional transport fee in its standard fee; the amount of the additional fee shall be agreed upon in the schedule/agreement/purchase order.
2. Provisions of subsection 1 shall not apply where the purchase order includes oversized materials that do not fit inside standard means of transport. Standard means of transport are defined as road vehicles with a capacity of 24 tonnes and trailer dimensions of 13.60x2.40x2.60 metres.
3. Should the Buyer make a purchase order for oversized materials, the cost of transport of these materials shall be charged to the Buyer, and the amount due in costs of transport shall be based on invoices issued by companies providing oversized goods transport services and entities issuing permits required to transport such goods.
4. The Buyer shall be responsible for unloading the material at the delivery location. Goods must be unloaded within up to 2 hours of the arrival of the vehicle transporting the ordered goods at the delivery location.
5. The Buyer shall be required to obtain tools required to unload the goods. Fixing components found on the means of transport, e.g. wires used to clamp the goods, do not constitute means of securing the load, and therefore the Supplier shall not be liable for any damage caused by their improper operation.
6. The Buyer shall be liable for any damage caused to the means of transport during unloading.
7. If the Buyer exceeds the time limit for unloading the goods, the Supplier shall charge the Buyer with an additional fee of PLN 100 (one hundred 00/100 Polish złoty) net for every commenced additional hour.

**§7
UNLOADING AND ARRIVAL AT THE UNLOADING SITE**

1. The Buyer shall be required to ensure that the condition of access roads to the delivery location is good and allows the entry and exit of means of transport. A good condition of access roads shall be defined as a condition allowing heavy goods vehicles carrying steel goods over such roads.
2. In case of any doubt, hard-surfaced roads shall be defined as the desired condition. Furthermore, if the delivery location is subject to zonal or temporal restrictions in the movement of heavy goods vehicles, the Buyer shall be responsible for procuring permits for the entry of heavy goods vehicles to these zones for the Supplier.
3. Heavy goods vehicles shall not be dragged using excavators, forklifts and other vehicles that might cause damage to the trucks (in particular trailers). The Buyer shall be liable for any damage to vehicles resulting from incorrect unloading operations and the failure to ensure the proper condition of entry and exit roads at the construction site.
4. The Buyer shall be required to clean the vehicles of mud and dirt, accumulated during unloading operations at the construction site, as the vehicles leave the construction site. The costs of any fines (tickets given by authorities) shall be covered by the Buyer.
5. Failure on part of the Buyer to observe the terms of this section shall result in the Supplier not being liable for any delays in the delivery of materials due to reasons specified above.

**§8
LINE OF CREDIT AND THE RIGHT TO WITHHOLD DELIVERIES**

1. Irrespective of progress in the performance of the agreement and the amount of materials to be supplied under an Agreement, Purchase Order, Accepted Offer or Schedule, the Supplier shall be entitled to withhold further delivery of materials without suffering any negative consequences if the Buyer exceeds the line of credit granted to the Buyer by the Insurer with whom the Supplier insures its commercial receivables due from the Buyer. The Supplier shall be entitled to the same should the Insurer revoke the line of credit granted to the Buyer or if the Buyer in arrears on any payments due to the Supplier. In the above situations, the Supplier shall resume deliveries when the Buyer clears its arrears, thus repaying the line of credit. However, the Supplier shall be entitled to terminate the agreement by fault of the Buyer should deliveries be withheld due to exceeding or revoking the line of credit or failing to make the due payments for a period exceeding 14 days.
2. If a contract for the delivery of goods to the Buyer is insured with the Supplier's insurer, then should the value of the next delivery to the Buyer exceed the line of credit, the Supplier shall be entitled to limit the value of that delivery so that the line of credit is fully utilised but not exceeded.
3. If deliveries are withheld due to reasons specified in this section and this leads to some deliveries not being completed during the term of an agreement/purchase order, the negative consequences of withholding deliveries and failing to fully perform any agreement/purchase order shall be attributable to the Buyer, who shall not be entitled to any claims against the Supplier. Deliveries due under the agreement, completed after the Supplier ceases withholding deliveries, may be made pursuant to additional, written arrangements between the parties, based on the Supplier's prices applicable as at the time of making the arrangements referred to above.

**§9
ACCEPTANCE OF MATERIAL, VERIFICATION OF THE AMOUNT OF DELIVERED MATERIAL**

1. It shall be assumed that any person present at the construction site shall be authorised to accept the Delivery.
2. The amount of delivered material shall be verified at each delivery and confirmed in Stock Issue Confirmation documents by an employee of the Buyer or another authorised person.
3. Complaints as to the amount of delivered materials made at a later date and without notifying a representative of the Supplier as specified in subsection 4 shall not be accepted. The Buyer's employee or another authorised person shall place their legible signature on the Stock Issue Confirmation document, giving their first name and last name, position or title authorising them to accept deliveries of material and sign Stock Issue Confirmation documents. The Buyer shall be

liable for any failure to observe the requirements in respect of legibility of the signature referred to above, and any such failure shall constitute a basis to refuse to pay for Material signed for in violation of the above provision.

4. The Buyer shall immediately (at the time of delivery) notify the Supplier's contract managers of any complaints as to the amount of delivered materials, by phone and by fax or email.

§10

VERIFICATION OF QUALITY OF GOODS / COMPLAINT PROCEDURE

1. The Supplier shall consider a complaint made by the Buyer in connection with quality defects in the delivered goods on the condition that the Buyer notifies the Supplier in writing of any defects. The notification must be made immediately, and in any case no later than within 3 days of delivery. Complaints must be submitted in writing and shall contain a description of the goods in question, the amount of goods, cause of complaint (description of the defect), number and date of invoice and stock issue confirmation, as well as the location where the goods were installed.
2. Physical defects, visible to the naked eye, which might have occurred during transport, must be reported before the carrier leaves the delivery location; complaints submitted at a later date shall not be accepted.
3. Failure to observe complaint deadlines or requirements concerning the form and content of a complaint shall result in a loss on part of the Buyer of its rights resulting from statutory and contractual warranty in respect of a given defect, irrespective of the assurance that reinforcement components were manufactured in compliance with the Agreement and documentation and irrespective of any contractual and statutory warranty granted.
4. If the Buyer submits a complaint, it shall be required to allow the Supplier to inspect the goods to which the complaint pertains. If a complaint is unfounded, the Supplier reserves the right to charge the costs of quality inspection, transport and loading/unloading to the Buyer.
5. The Supplier shall refuse to accept any complaints if the goods were improperly used or stored by the Buyer.
6. The Supplier shall not be liable for any defects if the Buyer knew about the defects when submitting a purchase order or signing an agreement.
7. The Buyer shall be required to store the goods to which the complaint pertains in a due manner, preventing any damage to or loss of the goods, until a final decision is issued with regards to the complaint. Due manner of storage shall be defined as protecting the reinforcement components from adverse weather, in a location where they will not be exposed to physical damage.
8. Commencing the complaint procedure shall not entitle the Buyer to withhold payment for completed deliveries or services provided.
9. If partial acceptance of a delivery is made, due to defects in some of the delivered Materials, the Buyer shall be required to accept the goods and pay the price for the delivered Material, and the Supplier shall be required to promptly deliver the remaining part of the purchase order.
10. Should the buyer refuse to partially accept a delivery, the Buyer shall cover the costs of transport in both ways and of storage of goods.

§11

INVOICING

1. Delivered materials shall be invoiced after each delivery.
2. VAT invoices shall be issued based on a Stock Issue Confirmation confirmed by an employee of the Buyer or another authorised person, within the meaning of §8 subsection 1.
3. Invoices shall be payable within 30 days of delivery, by bank transfer into the bank account specified on the invoice. Payment shall be deemed to have been made when the Supplier's bank account is credited with the appropriate amount. An invoice shall be considered paid only if the payment made is equal to 100% of the gross amount on the invoice.
4. Reinforcement components shall remain the property of the Supplier until the Buyer makes the required payment; the risk of accidental loss of or damage to the goods shall pass on to the Buyer with the delivery of the components.
5. The Buyer shall not be entitled to sell the goods on until making the full payment due for a given delivery of materials.
6. Should the Buyer fail to pay for the goods within the specified deadline, the Supplier shall charge contractual interest for delayed payment in commercial transactions.

§12

FORCE MAJEURE

Both Parties shall not be liable for failing to perform or duly perform an agreement/purchase order to the extent that the failure is caused by force majeure. For the purposes of these Terms, force majeure shall be defined as an extraordinary, external event that was impossible to prevent, even if the parties exercise the greatest possible care. In particular, force majeure events shall include strikes, road and street blockades and other situations preventing transport over public roads, extraordinary weather conditions, malfunction of Supplier's manufacturing machines and equipment, construction disasters and shortages of materials or raw materials.

§13

LIQUIDATED DAMAGES AND RESCINDING THE AGREEMENT

1. The Supplier may rescind an Agreement/Purchase Order due to reasons attributable to the Buyer if any of the following occur:
 - a. The Buyer fails to accept the subject matter of the agreement on time or fails to fully accept the same;
 - b. The Buyer entrusts another entity with manufacturing all or some of the reinforcement components included in the Agreement/Purchase Order, even though none of the circumstances entitling the Buyer to entrust another entity with manufacturing all or some of the reinforcement components included in the Agreement/Purchase Order under the Agreement/Purchase Order exist;
 - c. Deliveries are withheld due to reasons specified in §8 for more than 14 days.
 - d. The Supplier comes into knowledge that the Buyer's financial situation has deteriorated or circumstances exist where insolvency or restructuring proceedings might be instituted in respect of the Buyer or the liquidation of the Buyer's business has commenced or some or all of the Buyer's assets have been seized in enforcement proceedings.
 - e. The Supplier receives information that the Buyer will not be able to meet its contractual obligations due to previously unforeseen circumstances.
2. The Supplier may exercise its right to rescind an Agreement/Purchase order within 50 days of the event that entitles it to do so.
3. Should the Supplier fail to properly perform the agreement, it shall pay the following liquidated damages to the Buyer:
 - a. in case of any delay in completing a delivery – equivalent to 1% of the net price of an individual purchase order of a given amount of materials that the Supplier delayed in delivering, failing to meet the delivery deadlines specified in individual purchase orders for materials.
 - b. in case of any delay in remedying any defects in materials identified on delivery or during statutory or contractual warranty period – equivalent to 1% of the net price of the defective materials, per each day of delay, counted from the day following after the day specified as the deadline for remedying the defects.
 - c. Liquidated damages referred to in items a and b above cannot exceed 5% of the net price used to calculate them.
4. The Buyer shall pay the Supplier liquidated damages if it fails to make purchase order for at least 90% of the tonnage (including estimated tonnage) of reinforcement components specified in the Agreement/Purchase Order/Schedule, by the end of the term of the Agreement/Purchase Order/Schedule. Liquidated damages in this case shall amount to PLN 200 per each tonne of reinforcement components below 90% of of the tonnage (including estimated tonnage) of reinforcement components specified in the Agreement/Purchase Order/Schedule.
5. Should one of the parties rescind an agreement due to reasons attributable to the other party, the culpable party shall pay liquidated damages to the rescinding party, in the amount equivalent to 20% of net value of the total remuneration due to the Supplier, specified in the Agreement. An agreement may be rescinded only after making a written demand to discontinue any breach that constitute the basis for rescinding the agreement and

giving the other party a 14-day deadline to discontinue the breach or remedy its effects. Should the Supplier rescind the agreement, it shall draw up a record of production in progress and a list of finished reinforcement components. The Supplier shall request the Buyer in writing to participate in drawing the list. Should the Buyer fail to notify the Supplier that it will participate in drawing up the list within 3 days of receipt of the request (and does not participate in drawing up the list), the Supplier shall draw up the list on its own and shall send a record of the stock-taking to the Buyer, together with a VAT invoice for the manufactured reinforcement component, issued pursuant to terms and conditions agreed upon in a given agreement/schedule/purchase order; the Buyer shall be required to pay for the invoice. After paying for the goods, the Buyer shall be entitled to collect them.

§14

APPLICATION OF THE T&Cs

1. Submitting a purchase order for the manufacture and delivery of reinforcement components to the Supplier shall mean that the Buyer accepts these T&Cs. When a Buyer submits a purchase order, it is assumed that it has familiarised itself with the T&Cs, accepts them and their binding nature. Acceptance of the T&Cs when submitting a single purchase order shall be considered as their acceptance with regards to all other purchase orders and agreements, until they are amended or revoked by the Supplier.
2. Any deviations from these T&Cs shall be invalid unless stipulated in writing in an Agreement signed between the Supplier and the Buyer.
3. These T&Cs are available on the Supplier's website at: www.grupatom.pl
4. In case of an discrepancies between individual documents describing the contractual relations between parties, provisions found in documents with higher priority shall prevail over those found in documents with lower priority. The priority of documents is as follows:
 - 1) Agreement/Purchase Order
 - 2) Framework Agreement
 - 3) These T&Cs
 - 4) Detailed Purchase Orders
5. If the Buyer does not accept the applicable T&Cs, it shall be required to notify the Supplier of this fact prior to submitting a Purchase Order. In such event, the Supplier shall be entitled to refuse to accept a Purchase Order or commence negotiations in order to agree on individual terms of an agreement. An agreement is made when the parties arrive at understanding as to all of its provisions that they had disagreed on.
6. The Suppliers liability in contract and tort shall be limited by provisions of these T&Cs and generally applicable provisions of law. The Supplier shall in no way be liable for indirect damage, lost revenue, manufacturing losses and damage caused by third parties entrusted with the performance of an agreement or part thereof.

§15

FINAL PROVISIONS

1. The Buyer and the Supplier shall seek to resolve all disputes resulting from these T&Cs, any purchase orders and agreements in an amicable manner. Should the parties be unable to resolve a dispute in an amicable manner, the dispute shall be resolved by a court of law holding local jurisdiction over the Supplier's registered office.
2. Any disputes shall be resolved based on provisions of Polish law.
3. In matters not regulated by agreements and these T&Cs, applicable provisions of the civil code and other generally applicable provisions of law shall apply.
4. If any provision of these T&Cs is found to be invalid or ineffective, it shall not affect the validity and effectiveness of other provisions of these T&Cs. The parties undertake to commence negotiations in good faith, in order to replace such provisions with other provisions that are valid and effective and as closely reflecting the original intent of the parties as possible.
5. These T&Cs were drawn up in three language versions: Polish, English and German. If any discrepancies between these versions occur, provisions of the Polish version shall apply.