

## GENERAL TERMS AND CONDITIONS OF SERVICES

provided by J.S. Hamilton Poland Spółka akcyjna based in Gdynia

at ul. Chwaszczyńska 180, entered into the Register of Entrepreneurs of the National Court Register kept

by the District Court Gdańsk - Północ in Gdańsk, 8th Commercial Division of the National Court Register

under number: 0000457421, NIP: 586-000-60-39, REGON: 002893048, with share capital of PLN 343,545.60 paid in full

### I. Application

1. These General Terms and Conditions of Services, hereinafter referred to as GTCS shall apply only to laboratory, expert and inspection services provided by J.S. Hamilton Poland S.A. (hereinafter referred to as JSHP) based in Gdynia for and at request of contractors, i.e. individuals, legal persons as well as organizational units that are not legal persons, hereinafter referred to as the Customer. These terms and conditions shall apply without exception to all future business relationships established by JSHP with Customers. They shall be excluded only in the case of a separate written arrangement of the terms of particular service set by JSHP in consultation with the person authorised to represent the Customer.

2. JSHP provides laboratory, expert and inspection services consisting in: carrying out inspection, verification, checking, sampling, testing and laboratory analysis, measurements and similar activities; preparation of inspection Reports and/or test Certificates and/or Summaries to confirm the results obtained after performing the above activities; provision of additional services.

3. Any changes to these GTCS may be made only by means of a separate agreement that must be concluded with the Customer in writing to be valid. Notices as well as other statements of intent and knowledge arising out from the legal relationship established by the Parties must be made in writing to be valid. The agreed changes to these GTCS shall apply only to a certain extent of services specified by the Parties. Any changes to the GTCS shall enter into force on the date on which the agreement or contract is signed with the Customer.

4. Any legal relationships established between the Parties shall be governed only by the applicable Polish law, in particular the relevant provisions of the Law of 23 April 1964 the Civil Code (Journal of Laws of 1964, No. 16, item 93 as amended).

5. If any of the provisions of these GTCS is declared invalid, illegal or unenforceable for any reason, it shall not affect the validity of the remaining provisions hereof. If any of the provisions is declared invalid, illegal or unenforceable, the Parties shall replace it with a valid provision with its content being as relevant as possible to the mutual intentions of the Parties.

### II. Contracting, Provision of Information, Performance of Services by Third Parties, Execution

1. The JSHP offer validity period is always indicated in the offer.

2. The content and scope of each order is always confirmed in writing or electronically by JSHP upon its receipt at the address indicated by the Customer. Receipt of the order shall never be tantamount

to the obligation of JSHP to achieve a particular result. JSHP shall establish the methods and way for providing services in consultation with the Customer according to: available expertise, relevant standards, regulations, methodologies, customs, practices, and possibly taking into account the Customer's instructions and guidelines.

3. Unless otherwise agreed, JSHP shall not be obliged to provide information, advice or present an opinion. If nonetheless the information, advice or opinions are provided, they shall be understood as non-binding suggestions.

4. In order to execute a received order under these GTCS or separate arrangements, JSHP is entitled to sub-contract the service set out in the order to a third party which in the opinion of JSHP has the appropriate qualifications and competence to perform the order. JSHP shall be responsible for the actions of such subcontractors as for its own actions.

5. The Customer shall provide all the required instructions regarding the scope of the order sufficiently in advance, so as to allowing effective execution thereof. In addition, where necessary the Customer shall ensure that representatives of JSHP have access to goods, means of transport, warehouses, etc. in order to carry out the assigned tasks, and also ensure that all the applicable environmental health and safety conditions are met at the place where the order is executed.

6. If the Customer requires that a test Report/Certificate/Summary is submitted to a third party, JSHP shall not be responsible to this party. No third party can claim any rights in relation to JSHP or its subcontractors as a result of having the Report/Certificate/Summary at its disposal.

7. Test Reports/Certificates/Summaries may be reproduced by the Customer only in its entirety to reflect the whole test.

### III. Fee

1. Unless otherwise agreed, the invoices issued by JSHP after each execution of order shall be payable within 7 days from the date of their issue. Any prices resulting from the current JSHP price lists shall be net prices.

2. The date of payment shall be the date on which the JSHP bank account is credited.

3. In the case of delay in payment by the Customer, JSHP shall have the right to charge interest at the maximum amount.

4. Unless otherwise agreed, the right of JSHP to receive fee or other payment for performance of the service shall become effective upon the completion thereof.

5. JSHP reserves the right to increase the prices if expenditure higher than usual is needed because of the specific characteristics of the samples provided by the Customer - unknown to JSHP when it accepted the order. In addition, it is acceptable to increase the prices when there is a change of the mandatory provisions of law during the execution of the respective order if the change causes an increase of JSHP expenditure required to execute the order.

6. JSHP has the right to request a payment in advance prior to or during the execution of the order; the payment shall be made within 3 days from the date on which the request is submitted to the Customer.

7. If continuation or completion of the order by JSHP is prevented for reasons beyond its control, the Customer shall pay the fee proportionate to the work done before its suspension. In this case, JSHP shall be exempt from any responsibility for failure to complete the order.

#### IV. Deadlines

1. Deadlines for respective orders shall be agreed with the Customer when JSHP accepts the order. The deadlines can be changed only after prior written arrangement by the Parties. The agreed deadlines shall not be mandatory for JSHP if prior to the execution of the respective order the Customer fails to fulfil its obligations in respect of cooperation necessary for the proper execution of the order. In this case, the final date of the order shall be appropriately postponed by the delay time resulting from the Customer's act or omission.
2. If JSHP fails to meet the binding deadlines, the Customer shall set for JSHP an additional period for the performance of the service set out in the order, not less than 50% of the originally planned period for the execution of the service. The additional period must not be longer than the initial period for the performance of the service.
3. The Customer shall report any reservations regarding the quality of the executed order in writing within 14 days following the date of receipt of the confirmation that the service has been performed. Otherwise it is assumed that the result of the service has been accepted as free of defects.

#### V. Responsibility

1. JSHP accepts its responsibility only in the case of wilful misconduct proven by the Customer. The responsibility of JSHP to the Customer in respect of complaints in connection with the Customer's financial or other loss, regardless of its nature, arising indirectly or directly in connection with the service performance, in no case may exceed 10 times (in words: ten times) the amount of fee for the service, but not more than the equivalent of EUR 10,000 (say: ten thousand euro) calculated according to the average exchange rate applicable on the date of payment of compensation. If the fee for the service applies to a series of individual actions, and the complaint is filed regarding one of them, the amount of fee as the basis for determining the responsibility within the meaning of this paragraph shall refer only to the actions subject to the complaint.
2. JSHP has liability insurance for its professional activity.

#### VI. Samples

1. If it is necessary that samples are provided by the Customer to execute the order, the Customer shall bear the costs and risk of delivery thereof to the place indicated by JSHP. The foregoing shall not apply where the sample material is received from the Customer by JSHP at a time and place agreed under a separate agreement. If the samples are delivered by the Customer via post or other providers of courier services, the Customer shall properly pack the samples with consideration of any guidelines provided by JSHP. All kinds of hazardous materials, harmful and destructive substances can be delivered only after prior arrangement of the terms thereof with JSHP.
2. In order to ensure the safety of JSHP and its staff, when the Customer sends and provides hazardous substances it shall also include a visible label on the package containing the samples, in

accordance with the Regulation of the Minister of Health of 20 April 2012 on labelling hazardous substances and mixtures and certain mixtures (Journal of Laws 2012.445). The Customer shall be fully responsible for damages suffered by JSHP or its staff as a result of violation of the above-mentioned obligations.

3. The Customer assumes full responsibility for any damages caused by the hazardous or harmful properties of the samples, if it has not notified JSHP in writing of the hazard associated with the provided samples which are hazardous substances within the meaning of the provisions referred to in par. 2 hereof.

4. Test reports refer only to the parameters of the sample, not to the batch from which the sample was taken, unless the order for JSHP includes the collection and averaging of samples as well as their analysis.

5. Test Reports/Certificates/Summaries refer only to the results, facts and circumstances established at the time and place of the service.

6. Unless otherwise agreed, JSHP is in no way obliged to keep samples for a period longer than one month from the date of collection/receipt, unless the nature of the sample indicates a shorter period. The sample material that has not been used or processed in the course of services shall be stored or disposed of at the expense of the Customer, unless the Parties agree otherwise. If the sample material is special waste, JSHP may return it to the Customer at its expense.

## VII. Right of Retention

In the case of objectively justified doubts about the solvency of the Customer, JSHP may make further performance of services conditional on prior payment by the Customer of the full agreed amount and payment of the amounts due under previous orders that were invoiced and for which the payment has not been made within the set deadline.

## VIII. Confidentiality and Copyrights

1. JSHP expressly reserves the copyright to any opinions, evaluations, test reports and analyses that have been prepared at request of the Customer and in relation to which such rights may arise.

2. JSHP provides analysis results and similar information obtained in connection with the executed order exclusively to the Customer, unless the Parties agree otherwise, in particular where the Customer has agreed in writing to disclose these documents to third parties.

3. Each Party shall maintain the confidentiality of trade secrets of the other Party during the term of the agreement and after termination thereof.

4. Trade secrets shall mean any technical, technological, organisational, personal or other information about the Party and its businesses, including the terms of contracts and offers, which has commercial value and is not disclosed to the public, and for which the Parties have taken action to maintain the confidentiality thereof, also with regard to the order executed for the Customer by JSHP.

5. The Party may provide, share, use, disseminate, etc. the information other than trade secret in the form of public presentations, conferences or training only when it has received a written consent of the other Party.

#### IX. Final Provisions

1. Any disputes arising out from the GTCS or contracts to which the GTCS are applied shall be settled by a court of local and material jurisdiction over the seat of JSHP.
2. The GTCS and contracts to which the GTCS are applied shall be governed by the Polish law.
3. The contents of these GTCS was approved by the resolution of the Board of JSHP of 3 August 2015 No. 4/08/2015 and shall enter into force on 3 August 2015.