

GENERAL TERMS AND CONDITIONS OF RENDERING SERVICES (GSC) DATED 07.08.2019

I. GENERAL PROVISIONS

1. These General Terms and Conditions of Rendering Services (the "GSC") govern relationships between the Eidotech Polska Sp. z o.o. with its seat in Warsaw (Poland) ("Eidotech") and a customer (the "Customer") in the scope of rendering services specified in present-ed in writing or electronically service offer or/and service agree-ment ("Service Agreement"). For the avoidance of doubt, subject to mandatory provisions of law, including in particular the Act of 29 January 2004 (Journal of Laws No. 19, item 177 as amended) Public Procurement Law, this GSC shall apply to any customer, excluding consumers in the meaning of art. 221 of the Polish Civil Code.

II. LIABILITY

1. Subject to damage caused by willful misconduct or gross negli-gence of Eidotech as provided in the statutory provisions, Eidotech bears liability only for actual and direct damage connected with or arising out of performance its obligations under this GSC and Ser-vice Agreement. In any case, Eidotech's liability shall not exceed the total remuneration specified in the Service Agreement and paid to Eidotech by the Customer. Eidotech is not liable towards the Cus-tomer or any third parties for any indirect damage or lost benefits.
2. Eidotech shall not be held liable for failure to perform or improv-er performance of its obligations under this GSC or the Service Agreement if it has been caused by force majeure. In the event that a force majeure event lasts longer than 1 (one) month (or if Eidotech assumes reasonably that the delay will continue for more than one month), Eidotech shall be entitled to terminate the Service Agree-ment in whole or in part without any obligations towards the Cus-tomer. In each of the cases of non-performance due to the force majeure, the performance of the Service Agreement or its portion by Eidotech shall be suspended for the duration of the force ma-jeure, without any obligation or liability of Eidotech towards the Customer in respect of any damage resulting thereof.
3. Eidotech does not bear any responsibility for the actions and omis-sions of a person, who has been subcontracted for a specific task for the Customer. In such case, the Customer is entitled to exercise its rights directly from the subcontractor.

III. TERMINATION OF THE SERVICE AGREEMENT

1. In the case of termination by the Customer of the Service Agree-ment concluded in written or electronic form, for whatever reason, before Eidotech become to render the services under the Service Agreement, Eidotech shall be entitled to charge the Customer with the full amount of remuneration specified in the Service Agree-ment. The amount of the contractual penalty may be decreased at Eidotech's discretion.

IV. MISCELLANEOUS PROVISIONS

1. The Service Agreement and these GSC constitute the entire agree-ment between the parties with regard to the subject matter hereof; no other provisions, documents or representations shall constitute

any basis for the formation of a legal relationship of the Parties unless the Parties expressly agree otherwise. For the avoidance of doubt, any general terms and conditions of contracts, regulations or contractual standards used by the Customer in their activities shall not apply to any relationship between Eidotech and the Cus-tomer.

2. In the case of any discrepancies between the Service Agreement and these GSC, the Service Agreement shall prevail.
3. If case of rendering additional works that are not covered in the Service Agreement, in particular remote assistance or support longer than [1] hour, technical or service intervention in the Cus-tomer's office, etc., on the Customer's requests, Eidotech shall es-timate the expected additional costs in advance (if possible) and shall be entitled to document such additional expenses and invoice them to the Customer.
4. These GSC and the Service Agreement shall be governed and inter-preted according to the Polish law.
5. In case of any dispute connected with or arising out of the Ser-vice Agreement, the Parties shall first attempt to settle amicably (especially through negotiation or mediation). If the Parties fail to resolve the dispute amicably within 2 (two) weeks it shall be settled by the competent court having territorial and substantive juris-diction over Eidotech's registered office, unless the Parties agree otherwise in writing.

Eidotech Polska Sp. z o.o., siedziba i adres: ul. Kolejowa 15/17, 01-217 Warszawa • REGON: 020784990 • NIP: PL8992649267
Tel: +48 22 631 66 37 • Tel/Fax: +48 22 631 94 49 • www.eidotech.pl • e-mail: info@eidotech.pl

Kapitał zakładowy: 50.000 zł • KRS: 0000311923

Sąd Rejonowy dla m. st. Warszawy w Warszawie, XII Wydział Gospodarczy Krajowego Rejestru Sądowego
Santander Bank Polska SA: PLN: 14 1910 1048 2258 4424 6420 0001 • EUR: PL84 1910 1048 2258 4424 6420 0002 • SWIFT: WBKPLPPXXX
Pekao SA: PLN: 78 1240 1994 1111 0010 1907 4228 • EUR: PL40 1240 1994 1978 0010 1907 4824 • SWIFT: PKOPPLPW