

**GENERAL PURCHASING TERMS AND CONDITIONS  
SOLARIS BUS & COACH SP. Z O.O.**

with its registered office in Bolechowo-Osiedle (ul. Obornicka 46, Bolechowo-Osiedle, 62-005 Owińska), entered in the Register of Entrepreneurs of the National Court Register under KRS no. 0000856560, whose registration files are kept by the District Court Poznań - Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, with Tax Identification Number (NIP) 524-00-15-630, REGON 010498995, BDO 000019042, the share capital of PLN 160,169,580.00

**version as of: November 2021**

## § 1. Definitions

- 1.1 The following terms written with capital letters in these General Purchasing Terms and Conditions of Solaris Bus & Coach sp. z o.o. with its registered office in Bolechowo-Osiedle ("**Solaris**") shall have the following meanings:
- "**GPTC**" shall mean these General Purchasing Terms and Conditions of Solaris;
  - "**Agreements**" shall mean all and any agreements of chattels sales or delivery concluded by Solaris as the buyer or consignee, irrespective of the form or procedure of the Agreement conclusion. In case of innominate agreements including an element of sales or delivery, the GPTC shall apply to this part of rights and obligations of Solaris and the Contractor which corresponds to the rights and obligations of the parties of the sales or delivery agreement. "**Agreement**" shall mean one of the Agreements;
  - "**Purchase Order**" shall mean an offer or other proposal to conclude an Agreement, made by Solaris to the Contractor in any form;
  - "**Price**" shall mean the price of sales or delivery in an Agreement;
  - "**Contractor**" shall mean the seller or supplier under an Agreement;
  - "**Parties**" shall mean Solaris and the Contractor jointly, while the "**Party**" shall mean Solaris or the Contractor;
  - "**Goods**" shall mean a chattel which is the subject of sales or delivery under an Agreement and spare parts to it;
  - "**Quality Defect**" shall mean discrepancy of any Goods with the condition resulting from the representations in § 7 of the GPTC;
  - "**Notification of Goods**" shall mean information on the readiness to release Goods, provided by the Contractor of Solaris at least 3 days prior to the agreed date of Goods release (in writing, via e-mail), including at least the following data:
    - (i) a detailed address and time of the collection of Goods;
    - (ii) the first and last name, and telephone number of the person authorized to release the Goods; and
    - (iii) dimensions of the Goods packaging (length x width x height; weight; quantity of pallets, packages or other logistic units).
- 1.2 Further terms are defined hereinafter by being written with a capital letter, in brackets, in inverted commas, in bold. Terms defined in such a manner in any provisions of the GPTC shall be interpreted in accordance with the context of the sentence in which they were defined.

## § 2. GPTC application

- 2.1 GPTC shall be a model agreement as referred to in Art. 384 of the Civil Code, binding for the parties of any Agreements concluded by Solaris.
- 2.2 Any provisions of the Agreement arranged individually between the Parties shall take precedence over the conflicting provisions of the GPTC.

## § 3. Purchase Orders

- 3.1 Purchase Orders may be placed by Solaris in any form, including via e-mail.
- 3.2 The Contractor shall be obliged to confirm or reject the Purchase Order within 2 working days upon its receipt.
- 3.3 If the Contractor, with an express statement, neither rejected or accepted the Purchase Order within 2 working days upon its receipt, it shall be deemed that the Agreement was concluded upon the expiration of such time limit.
- 3.4 At the moment when Solaris receives the confirmation of the Purchase Order, an Agreement under the terms and conditions specified in the Purchase Order is concluded between the Parties. The Contractor shall not be entitled to confirm the Purchase Order subject to changes. If the Contractor declares that the Contractor confirms the Purchase Order with changes, it shall be deemed that the Contractor:
  - (a) has rejected the Purchase Order; and
  - (b) has made Solaris an offer to conclude an Agreement under the terms communicated in the Contractor's declaration, valid and irrevocable for the period of 5 working days. Such a Contractor's offer may be accepted only by an express declaration of Solaris. The GPTC shall apply to the agreement concluded pursuant to the previous sentence.
- 3.5 Upon the conclusion of the Agreement, Solaris shall be entitled to withdraw from it in whole or in part (that is by the reduction of the quantity of Goods and proportional reduction in the Price and other considerations of Solaris), no later than a week prior to the release of Goods.
- 3.6 Any items transferred to the Contractor in order to meet Contractor's obligations under the GPTC,

the Agreement or the Purchase Order (in particular the documentation, returnable packages, production elements) shall be the possession of Solaris, unless the Parties agree otherwise.

#### **§ 4. Release of Goods, quantitative and Quality Defects**

- 4.1 The place of the release of Goods to Solaris and related quantitative and qualitative acceptance shall be the premises of Solaris, unless other place is specified in the Agreement or the Purchase Order.
- 4.2 The acceptance is confirmed by an acceptance document signed by Solaris. Qualitative and quantitative acceptance of goods may be preceded by a previous technical test conducted by authorized representatives of Solaris within the premises of Solaris, unless a different place is specified in the Agreement or the Purchase Order.
- 4.3 The Contractor shall be obliged to make Notification of Goods.
- 4.4 The Contractor shall be required to attach a delivery note („WZ”) to each delivery. Any delivery note shall include an identification number of the Solaris purchase order which is the basis for Goods delivery. A delivery note shall clearly describe the content of the delivery and additionally include the following:
- ✓ in case of a delivery due to a complaint, a note: "delivery due to a complaint"
  - ✓ in case of a delivery due to processing, a note: "delivery under cooperation";
  - ✓ internal material indexes of Solaris;
  - ✓ the name of delivered Goods;
  - ✓ the delivered quantity of Goods along with the measurement unit;
  - ✓ production batch number (if applicable);
  - ✓ production date (if applicable);
  - ✓ the number of drawing according to which a component was manufactured (if applicable);
  - ✓ designation of the type and weight of packaging in which Goods are delivered;
  - ✓ returnable package index (if applicable).
- 4.5. Upon delivery of the Goods, the Contractor shall deliver to Solaris all required by Solaris, as well as should have all legally required approvals, certificates, inspection certificates, documentation specifying terms and conditions of repair and maintenance, catalogues of applicable time standards of the performance of repairs and operation, approval certificates or other documents related to the Goods covered by the Agreement, such as in particular: technical and development documentation, operation manuals, assembly manual and spare parts catalogues in at least one of the languages: English, German or Polish in paper or electronic form ("**Documentation**"). Goods shall be packaged in accordance with applicable regulations and Solaris' packaging conditions (e.g. bear appropriate symbols, warning notes, barcode label according to Solaris guidelines, other markings) and in the manner that prevents damage, and also in the manner ensuring a smooth progress of unloading activities, executed to the possible extent by one employee of Solaris with the use of a forklift truck. Goods packaging must ensure problem-free quantitative and qualitative inspection of delivery, performed in Solaris' premises. The Contractor shall deliver Goods in the logistic units determined by Solaris and within working hours applicable in the relevant organization unit of Solaris, in which Goods are to be released. The Contractor further ensures Solaris, that the Goods shall comply with all norms and standards applied in production, sales or use of the Goods.
- 4.6. Receipts of goods to warehouses of Solaris are held on working days, Monday through Friday, depending on the specified location:
- (a) for Solaris premises
    - ✓ from 7:00 a.m. to 6:00 p.m. for transports of more than 6 europallets
    - ✓ from 6:00 a.m. to 8:00 p.m. for transport up to 6 europallets
  - (b) for the Solaris Logistic Center at Rabowicka 65A street, 62-020 Jasin
    - ✓ from 8:00 a.m. to 4:00 p.m. for all types of transport
  - (c) for the Solaris Logistic Center at Kórnica 52 street, 63-000 Środa Wielkopolska
    - ✓ from 6:00 a.m. to 6:00 p.m. for all types of transport
- For all above locations: deliveries without notification shall be unloaded in the order in which suppliers are waiting for unloading and deliveries with notification shall be unloaded in accordance with the time window for unloading assigned by Solaris during the Notification of Goods.
- 4.7. Provided that the Parties in the Agreement do not specify otherwise:
- (a) the Contractor shall perform the carriage of Goods to the place of issue at the Contractor's cost,
  - (b) the Contractor shall make at its own cost the loading and unloading of Goods,
  - (c) the ownership of Goods, costs and loads related to the Goods, the risk of an accidental loss or damage of Goods and the ownership of Goods shall be transferred to Solaris upon their receipt by Solaris and
  - (d) the Contractor shall make the Notification of Goods.

- 4.8. The Parties may specify delivery terms and conditions different from the provisions of § 4 sec. 7, in particular they may decide that Solaris will collect the Goods from the Contractor and will cover the cost of the carriage of Goods. In such case, apart from other obligations, the Contractor shall make the Notification of Goods at least 3 days prior to the agreed date of the Goods release.
- 4.9. The Contractor shall ensure the availability of Goods within the period of at least 15 years counted from the date of the last delivery. In case the Contractor ceases to manufacture the Goods, the Contractor shall be obliged to provide Solaris with the documentation, forms or any other materials allowing to manufacture the Goods, or to secure availability of compatible substitute Goods, with a quality not inferior to the Goods delivered to Solaris.
- 4.10. At the request of Solaris and within the time frames indicated by Solaris at least 5 days in advance, the Contractor shall be obliged to conduct relevant trainings related to the operation, assembly and servicing of the Goods. Training should be conducted within 14 days from the day of delivery of the first batch of Goods. The purchase price of Goods shall include the remuneration for a one-/two-day training per each Purchase Order.

### § 5. Complaints

- 5.1 During the acceptance, Solaris shall be authorized (however not obliged) to conduct quantitative test of received Goods and to examine if Quality Defects occur. If Solaris exercises its right to examine Goods, provisions of this section shall apply.
- 5.2 Solaris shall be obliged to notify the following ("**Notification of a Complaint**"):
  - (a) shortages in the quantity of goods – within 7 days from their acceptance - to the Contractor,
  - (b) visible Quality Defects, resulting from transportation damage - immediately to the carrier or
  - (c) visible Quality Defects which do not result from transportation damage - within 7 days upon their acceptance to the Contractor.
- 5.3 The Contractor shall examine the Notification of a Complaint within 3 working days.
- 5.4 If the Contractor who received from Solaris a Notification of a Complaint, as referred to in § 5 sec. 2, failed to respond to it within 3 days, it shall be deemed that the Contractor found the complaint justified.
- 5.5 If quantitative deficiencies of Goods are discovered, Solaris shall be entitled, at its own discretion, to:
  - (a) refuse the acceptance of all the Goods and withdraw from the Agreement in the part covering the missing Goods and corresponding contributions of Solaris, in particular the obligation to pay the Price for the missing Goods or
  - (b) request the delivery of missing Goods within 1 day from the date of the examination of the Notification of a Complaint, without prejudice to the rights resulting from the Contractor's delay.
- 5.6 If Quality Defects of Goods are discovered, Solaris shall be entitled, at its own discretion, to:
  - (a) refuse the acceptance of all the Goods and withdraw from the Agreement,
  - (b) withdraw from the Agreement in the part covering the Goods affected by Quality Defects and corresponding contributions of Solaris, in particular the obligation to pay the Price for the Goods affected by the Quality Defects,
  - (c) request the replacement of Goods with new, defect-free ones within 1 day from the examination of the Notification of a Complaint, without prejudice to the rights resulting from the Contractor's delay or
  - (d) request the repair of Goods within 7 days upon the examination of the Notification of a Complaint, without prejudice to the rights resulting from the Contractor's delay.
- 5.7 In order to remedy the defects of Goods or replace them with the defect-free ones, Solaris shall return the defective Goods to the Contractor, upon the Contractor's request. The costs of returning defective goods, as well as the delivery costs of repaired and new, defect-free goods, and any other related costs (in particular of the assembly and disassembly) incurred by Solaris, shall be covered by the Contractor.
- 5.8 With respect to any Goods which are to be released to Solaris after their repair, replacement with new ones or due to the supplementing of quantitative deficiencies, Solaris shall perform their repeated acceptance and may again exercise its rights referred to in § 5 sec. 1-6.
- 5.9 Provisions referred to in § 5 shall only govern the rights of Solaris and complaint procedures applied in relation to the defects of Goods discovered and notified during the Goods acceptance. With respect to the defects of Goods which Solaris failed to discover or notify during the acceptance, Solaris shall have rights under the statutory warranty and improper performance of the Agreement on general terms. Provisions of the GPTC do not exclude or limit the rights of Solaris under the sales statutory warranty or law provisions regarding the liability for the non-performance or improper performance of the Agreement.

## § 6. Price and payment

- 6.1 Goods prices are specified in Purchase Orders. The prices do not include VAT, which will be added in accordance with the applicable regulations.
- 6.2 In the event when the Parties agree to convert the Goods prices specified in a foreign currency into Polish zloty, the Parties shall undertake to apply the average exchange rate of the National Bank of Poland on the day preceding the date of invoice issuance.
- 6.3 Solaris shall be obliged to pay the Price for Goods after their receipt in the agreed condition.
- 6.4 The Contractor shall issue a VAT invoice to Solaris within 7 days from the Goods acceptance. If Parties do not agree otherwise, the Price payment shall be made via wire transfer to the bank account specified by the Contractor in the VAT invoice within the period specified in the Agreement or the Order counted from the date of the receipt of the correctly issued VAT invoice.
- 6.5. Claim of defects shall suspend the obligation to pay for the invoice covering the faulty Goods until the final settlement of the complaint.

## § 7. Goods quality and properties

- 7.1 By the conclusion of the Agreement, the Contractor shall ensure Solaris that the Goods will be new, of high quality and free from any legal and physical defects, and that there are no circumstances reducing the value or utility of the Goods due to their intended use or intended purpose of the Goods purchase. If nothing else results from the intended use of the Goods nor the Parties have agreed otherwise, it shall be assumed that the intended purpose of the Goods purchase by Solaris is their use at the production, operation, servicing or repair of vehicles, including their installation to the construction of the vehicles as an element of the vehicle construction or a spare part.
- 7.2 In the event when Solaris, prior to or in relation to placing the Purchase Order, presented to Contractor or referred to any standards, specifications, designs, samples or in a similar fashion indicated properties or Goods quality required by Solaris ("**Specifications**") or the Contractor, prior to or in relation to placing the Purchase Order presented to Contractor or referred to the Goods Specifications, by the conclusion of the Agreement, it additionally ensures Solaris that the Goods will be compliant with the Specifications. If prior to or in relation to placing the Purchase Order different Specifications were presented or referred to, in the absence of an express agreement between the Parties to the contrary, it shall be deemed that the Goods will be compliant with the Specifications which result in the higher quality, utility or value of Goods.

## § 8. Guarantee

- 8.1 The Contractor shall grant a quality guarantee for the delivered Goods for the period of 36 months counted from the date of the first registration of the vehicle, in which the Goods were installed ("**Guarantee Period**"), however not longer than 42 months from the date of sale of the Goods.
- 8.2 Under the guarantee, the Contractor shall remove Quality Defects of Goods or replace Goods with goods free from Quality Defects if such defects occur during the Guarantee Period. In the event of Quality Defect, Solaris under the guarantee is entitled to withdraw from the Agreement in whole or in part covering the Goods affected by the Quality Defects. In case Solaris is authorized to remove the Quality Defects, the Contractor is obliged to reimburse all costs borne by Solaris in order to remove the Quality Defects.
- 8.3 The guarantee period shall be extended by the time from the Guarantee Notification date to the moment of the removal of Quality Defect of Goods. If during the fulfilment of its obligations under the guarantee, the Contractor delivered Goods free from defects instead of the defective Goods or performed material repairs of the Goods covered by the Guarantee, the Guarantee Period shall run anew from the moment of delivering Goods free from defects or returning the repaired Goods.
- 8.4 The Contractor shall fulfil its obligations under the Guarantee within 24 hours from receiving the notification of the occurrence of the Quality Defect in the Guarantee Period ("**Guarantee Notification**"). The Contractor is obliged to perform its guarantee obligations within 3 days from the date of the Guarantee Notification. Defective Goods shall be returned to the Contractor at the Contractor's cost. The Contractor shall cover all costs incurred by Solaris in the fulfilment of this guarantee.
- 8.5 The Contractor is obliged to perform its guarantee obligations, indicated in § 8 sec. 4 of the GPTC regardless of its assessment of the Guarantee Notification. If the Contractor rejects the Guarantee Notification as unfounded, the Contractor shall be obliged to present a written justification of its position with costs of performance of the Guarantee Notification within 7 days upon the receipt of

the Guarantee Notification. Otherwise it shall be deemed that the Contractor has accepted the Guarantee Notification. In case the Contractor considered the Guarantee Notification unfounded, Solaris has the right, within 7 days from receiving the written justification of the Contractor, to file a written objection, indicating to what extent is the consideration of the Guarantee Notification as unfounded, unjustified or questioning the costs of performance of the Guarantee Notification. The Contractor shall, within 3 days from receipt of the objection of Solaris, either accept or reject it. While rejecting the objection, the Contractor shall provide a written justification of its position. If the Contractor fails to react to the objection of Solaris within the above term, it shall be deemed, that the objection is considered justified.

- 8.6 Mass defects shall be understood as Quality Defects of the same type which emerged within the Warranty Period in at least 20%, but not fewer than two, Products of the same type, supplied under the Agreement (hereinafter: "**Mass Defect**").
- 8.7. In case of a Mass Defect in the Products, the Contractor shall proceed within 24 hours from receiving a notification of Solaris regarding occurrence of the Mass Defect with activities required to establish the cause of the Mass Defect and shall, not later than within 7 days, establish the cause of the Mass Defect and to provide detailed information in writing to Solaris. The manner of removal of the Mass Defect shall always be performed through replacement of all Goods delivered within a particular Agreement for Goods free of defects, aiming at effective and permanent removal of the Mass Defect in order to prevent it from emerging in the future. Costs of removal of the Mass Defect shall be borne by the Contractor.
- 8.8. In case when a particular Mass Defect may be assigned only to particular, identifiable Products, the work schedule shall include repair or replacement of parts or entire Products. In all the other cases the work schedule shall include repair or replacement of all Products of a given type.
- 8.9. The Contractor shall be obliged to replace Goods with Goods free of defects in order to remove the Mass Defects within 14 days from the day on which he Mass Defect was reported.
- 8.10. Removal of a Mass Defect shall be deemed effective if it does not re-emerge within the Warranty Period or within the next 12 months in case the Warranty Period was shorter.

#### **§ 9. Liability and contractual penalties**

- 9.1 If against Solaris or an entity purchasing the final product of Solaris, in which Goods are installed ("**Customer**"), the following are raised (a) third party claims; (b) charges of the infringement of applicable laws; or (c) instituted administrative, civil or penal proceedings; providing they are based (directly or indirectly, including recourse) on the following charges (a) physical or legal defects of Goods; (b) non-compliance of Goods with the provisions of law, in particular the charge that the Goods are dangerous products; (c) infringement of third party rights or unfair competition due to the Goods, in particular intellectual or industrial property rights; the Contractor shall be obliged to release Solaris from any obligations and to remedy to Solaris any damage suffered, including the amounts of paid compensations, fines, charges, costs of legal assistance and the like.
- 9.2 In the event of the Contractor's failure to fulfil or improper fulfilment of its obligation under the Agreement, the Contractor shall make every effort available to mitigate the damage of Solaris. In particular, if the Contractor notices that it has released to Solaris Goods that are defective or non-compliant with applicable laws, the Contractor shall be obliged to notify Solaris promptly, which shall not release the Contractor from the liability provided for by the Agreement, the GPTC and provisions of law.
- 9.3 If the Contractor delays the release of Goods, Solaris shall be entitled to demand the payment of contractual penalty in the amount of 25 per cent of the (gross) price of the entire Purchase Order covering the delivery of Goods whose release is delayed by the Contractor, for each day of such delay. An incomplete or defective delivery of Goods shall be deemed as the absence of the entire delivery. Costs of delayed deliveries shall be always covered by the Contractor.
- 9.4 If the Contractor delays the issue of Documentation, Solaris shall be entitled to demand the payment of contractual penalty in the amount of 25 per cent of the (gross) price of the entire Purchase Order covering the delivery of Goods which the Documentation relates to and whose issue is delayed by the Contractor, for each day of such delay. An incomplete or defective delivery of the Documentation shall be deemed as the absence of the entire delivery. Costs of delayed deliveries shall be covered by the Contractor.
- 9.5 If the Contractor delays the fulfilment of obligations under the Guarantee, as referred to in particular in § 8 of the GPTC, that is (a) a delayed release of new, defect-free Goods; or (b) a delayed release to Solaris of repaired Goods, Solaris shall be entitled to demand the payment of contractual penalty in the amount of 25 per cent of the (gross) price for the repair or replacement of Goods (assuming the price for new and defect-free Goods as the basis of calculations), for each day of delay.

- 9.6** In the event of the disclosure of Confidential Information by the Contractor against the obligation referred to in § 11 of the GPTC, the Contractor shall be obliged to pay contractual penalty to the Solaris in the amount of PLN 500,000.00 (in words: five hundred thousand) for each event of disclosure.
- 9.7** The demand of payment of contractual penalties stipulated in the GPTC shall not prevent Solaris from requesting damages exceeding the amount of the contractual penalty.
- 9.8** The right of Solaris to request damages under the GPTC or the Agreement shall not be dependent on the Contractor's fault. The Contractor shall be released from liability only by the evidence of force majeure, as referred to in § 10 of the GPTC.
- 9.9** In case of ineffective removal of the Mass Defect mentioned in § 8 sec. 6 of the GPTC within the deadline specified in § 8 sec. 9 of the GPTC, Solaris has the right to claim a contractual penalty of PLN 5,000.00 (in words: five thousand) from the Contractor for every commenced week of delay.

#### **§ 10. Force Majeure**

- 10.1** Force majeure shall include any events that are not foreseeable at the time of concluding the Agreement and are beyond the Parties' control, in particular: epidemic, pandemic, war, riots, flood, fire, hurricane, storm, earthquake and other natural disasters, documented periods of power failure - provided that they prevent the Party from executing the obligations of the Agreement.
- 10.2** The Party that is unable to meet its obligations due to force majeure will immediately, but not later than within 7 days from the occurrence of those events, notify the other Party about this fact. The failure to meet the obligation specified in the previous sentence will result in the loss of the right to invoke force majeure.
- 10.3** In the event of the occurrence of force majeure, Solaris shall have the right to withdraw from the Agreement.

#### **§ 11. Confidentiality obligation**

- 11.1** The Parties agree not to disclose without a written consent of the other Party the content hereof or any commercial, technical, organizational, operation information revealed in connection with it ("**Confidential Information**") to third parties. The Parties shall undertake all necessary actions to preserve the confidentiality of the aforementioned information.
- 11.2** The Parties agree to use the Confidential Information solely with respect to the GPTC and the Agreement and to perform their rights and obligations under the GPTC and the Agreement.
- 11.3** The obligation not to reveal the Confidential Information referred to in § 11 sec. 1 of the GPTC shall be excluded if:
- (a) binding legal regulations order the disclosure of the Confidential Information, but solely within the scope stipulated by these regulations or
  - (b) the Confidential Information is or will be in the public domain or publicly available otherwise than by the act or omission of a Party, its representatives, employees or persons that the Party is responsible for.
- 11.4** The obligation not to disclose the Confidential Information shall not be limited in time and in any case it shall remain in force for not less than 10 years from expiry or termination of the Agreement, regardless of the reason.
- 11.5** Confidentiality obligation included in this § 11 of the GPTC does not exclude or substitute separate non-confidentiality agreements binding between the Parties, if such have been concluded by the Parties and apply to the cooperation of the Parties under the GPTC.

#### **§ 12. Notices**

- 12.1** For their validity, any statements of will and knowledge made between the Parties in connection with the performance of the Agreement shall be in writing, except for Purchase Orders and declarations of the Contractor on the acceptance or rejection of the Purchase Order, as well as operational contacts between the contact persons, filing Notifications of a Complaint and Guarantee Notifications.
- 12.2** Moreover, for their validity, any declarations made to Solaris, with the exception of declarations of the Contractor on the acceptance or rejection of the Purchase Order and on the Notification of Goods, shall be delivered by registered letter with confirmation of receipt or delivered by means of a recognized courier mail with confirmation of receipt, to the following address:

**Solaris Bus & Coach sp. z o.o.  
62-005 Owińska**

**Bolechowo-Osiedle, ul. Obornicka 46**

- 12.3** Solaris shall be entitled to change its service address while notifying the Contractor 3 days in advance.

### **§ 13. Relation to other model agreements**

- 13.1** Without prejudice to the legal consequences of individually arranged provisions of the Agreement, these GPTC shall be the only model agreement applicable to the Agreement.
- 13.2** While concluding the Agreement with Solaris, the Contractor undertakes not to apply any model agreements other than the GPTC and the Contractor shall agree that the provisions of any such models shall not be binding in Agreements.

### **§ 14. Final provisions**

- 14.1** Any Agreements shall be subject to the law of Poland.
- 14.2** Any changes and supplements to the content of the Agreement shall be made in the form of a written amendment signed by both parties of the Agreement, otherwise shall be null and void.
- 14.3** Termination of or withdrawal from the Agreement shall be made in writing, otherwise shall be null and void.
- 14.4** Any disputes arising in connection with the execution hereof shall be referred by the Parties to the competent court for the seat of Solaris.
- 14.5** Any documents (in particular price lists and Specifications) submitted by a Party to the other Party in connection with the Purchase Order and related to its subject shall be an integral part of the Agreement.
- 14.6** If any provision of the Agreement (irrespective whether it is due to the invalidity of the provisions of these GPTC or those agreed individually) is invalid, it shall be replaced with the correct legal regulation and the remaining provisions shall remain valid.
- 14.7** Transfer of any rights of the Contractor under the GPTC or Agreement shall be made upon a previous written consent of Solaris, otherwise shall be null and void. In particular, the assignment of Contractor's receivables (including under the factoring agreement) shall be made upon a written consent of Solaris, otherwise shall be null and void.
- 14.8** In the event of change in the applicable law or important factual circumstances, Solaris shall be entitled to amend the GPTC. The modification clause contained in this section shall not entitle Solaris to any changes leading to breach of the substance of the Agreement or to any changes to essential elements of the Agreement.