



## GENERAL PURCHASING TERMS AND CONDITIONS

### SOLARIS BUS & COACH S.A.

Solaris Bus & Coach S.A. with its seat in Bolechowo-Osiedle, at ul. Obornicka 46, 62-005 Owińska, entered into the Register of Entrepreneurs of the National Court Register by the District Court for Poznań – Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS number 0000236619, Tax Identification Number (NIP) 524-00-15-630, share capital of PLN 48,661,557.00, paid in full

(hereinafter referred to as "**Solaris**")

version as of 01.01.2013



## § 1. Definitions:

1.1 The following terms written with capital letters in these General Purchasing Terms and Conditions of Solaris Bus & Coach S.A. with its registered office in Bolechowo - Osiedle ("**Solaris**") shall have the following meanings:

- "**Price**" shall mean the price of sales or delivery in Agreements (as defined below);
- "**Contractor**" shall mean the seller or supplier under Agreements (as defined below);
- "**GPTC**" shall mean these General Purchasing Terms and Conditions of Solaris Bus & Coach S.A with its registered office in Bolechowo-Osiedle;
- "**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 (as defined below) and spare parts to it;
- "**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;
- "**Quality Defect**" shall mean discrepancy of any Goods with the condition resulting from the representations in § 7 hereof;
- "**Purchase Order**" shall mean an offer or other proposal to conclude an Agreement, made by Solaris to the Contractor in any form;
- "**Notification of Goods**" shall mean information on the readiness to release Goods, provided by the Contractor of Solaris at least 3 (three) days prior to the agreed date of Goods release (in writing, via telefax or 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** Solaris shall deliver to the Contractor the GPTC at the conclusion of the Agreement, which the Contractor acknowledges by signature on the last page of the GPTC, declaring at the same time that no provisions of any Contractor's model agreement shall apply to the Agreement.
- 2.3** If an Agreement is not concluded in writing, the Contractor shall acknowledge the receipt of the GPTC and make a declaration as referred to in §2 sec. 2 above in a different, relevant form.
- 2.4** At the second and subsequent Agreements concluded with the same Contractor, Solaris shall be entitled to resign from delivering separate copies of the GPTC. In such case, in order to bind the Parties by the provisions of the GPTC, it suffices to refer to the GPTC in the content of the Purchase Order previously delivered to the Contractor or in the Agreement.
- 2.5** 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 telefax or 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 Sales 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 (five) working days]. Such a Contractor's offer may be accepted only by an express declaration of Solaris. General Terms and Conditions of Agreement 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 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 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 Purchase Order.
- 4.3 The Contractor shall be required to attach a delivery note („WZ”) to each delivery, which indicates the internal material indexes of Solaris and the number of the Purchase Order. Solaris shall be entitled to indicate additional conditions for goods labelling in the Purchase Order.
- 4.4 The Contractor shall be obliged to make Notification of Goods.
- 4.5 The Contractor shall be required to attach a delivery note WZ to each delivery. A 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" and RMA number (if applicable);
- ✓ 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;
- ✓ 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).

**4.6** Four weeks prior to the Goods delivery, and in case when the Purchase Order is placed with a shorter notice no later than with the Goods delivery, the Contractor shall deliver to Solaris 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 or spare parts catalogues in Polish in an electronic form ("Documentation"). Goods shall be packaged in accordance with applicable regulations (e.g. bear appropriate symbols, warning notes or 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 Contractor's 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.



**4.7** Receipts of goods to warehouses of Solaris are held on working days, Monday through Friday, depending on the specified location:

(a) for Solaris premises and the address of the Solaris plant at ul. Wieruszowskiej 12/16

- ✓ 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 transports up to 6 europallets.

Deliveries without notification shall be unloaded in the order in which suppliers are waiting for unloading. Deliveries with notification shall be unloaded in accordance with the time window for unloading assigned by Solaris during the Notification of Goods.

(b) for the Solaris plant at ul. Przemysłowa 12, 62-095 Murowana Goślina

- ✓ from 7:30 a.m. to 4:30 p.m. for transports of more than 6 europallets
- ✓ from 7:00 a.m. to 5:00 p.m. for transports of more than 6 europallets

Deliveries without notification shall be unloaded in the order in which suppliers are waiting for unloading. Deliveries with notification shall be unloaded in accordance with the time window for unloading assigned by Solaris during the Notification of Goods. Solaris reserves itself the right to unilaterally change the days and hours of reception of Goods to the warehouse. Solaris will inform the Contractor about the change of the days and hours of reception of Goods to the warehouse with at least 3 days in advance.

**4.8** 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.

**4.9** The Parties may specify delivery terms and conditions different from the provisions of §4 sec. 5, 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 (three) days prior to the agreed date of the Goods release.



- 4.10** The Contractor shall ensure the availability of Goods within the period of at least 15 years counted from the date of the last delivery.
- 4.11** 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. 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** In the Notification of a Complaint, Solaris shall indicate which rights specified in §5 sec. 5 or sec. 6 it intends to exercise.
- 5.4** The Contractor shall examine the Notification of a Complaint within [three working days]. If the Contractor who received from Solaris a Notification of a Complaint, as referred to in sec. 5.2, 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; (b) refuse the acceptance of all the Goods and request the re-issue of all Goods within 1 (one) day upon the examination of the Notification of a Complaint, which were to be derived on that day, without prejudice to the rights resulting from the Contractor's delay in relation to all such Goods; (c) 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 (d) request the delivery of missing Goods within 1 (one) 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 (one) 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 (seven) 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 to sec. 6 inclusive.
- 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 General Terms and Conditions of Agreement 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. Except for the situation referred to in §6 sec. 5 and providing that the 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 [90 days] from the date of the receipt of the correctly issued VAT invoice.
- 6.5** If, however, the Goods cover electric or electronic equipment, Solaris shall pay the Contractor 80% (eighty percent) of the Goods Price within 90 days from the date of the invoice. The remaining 20% (twenty percent) of the Price Solaris shall pay within 60 (sixty) days upon the confirmation of the Goods compliance with the relevant documentation, their correct operation, and, if applicable, also their compatibility with the software.
- 6.6** 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** By the conclusion of the Agreement, the Contractor ensures also Solaris that the Goods comply with all applicable standards or those commonly used at the production, sale or usage of Goods.
- 7.3** In the event when (a) 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 (b) 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 (thirty six) months counted from the date of the first registration of the vehicle, in which the Goods were installed ("**Guarantee Period**").
- 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.
- 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 7 days from the date of the notification of the occurrence of the Quality Defect in the Guarantee Period ("**Guarantee Notification**"), and then deliver to Solaris Goods repaired or new, free from defects, at its own cost, to the destination specified by Solaris. 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 If the Contractor rejects the Guarantee Notification as unfounded, the Contractor shall be obliged to present a written justification of its position within [7 days] upon the receipt of the Guarantee Notification. If Solaris is not served a written justification within the aforementioned time frames, it shall be deemed that the Contractor has accepted the Guarantee Notification.
- 8.6 Mass defects shall be understood as Quality Defects of the same type which emerged within any 12 month period of time 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 be obliged to establish, not later than within 7 days, the cause of the Mass Defect and to provide detailed information in writing to Solaris. Within the period specified above the Contractor shall specify, each time agreeing with Solaris, the manner of removal of the Mass Defect. The manner of removal of the Mass Defect agreed upon by the Parties shall be aimed at effective and permanent removal of the Mass Defect in order to prevent it from emerging in the future.
- 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 commence without undue delay works aimed at removal of Mass Defects and their causes - at its own cost and risk. The Contractor shall be obliged 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.
- 8.11** The Contractor authorises Solaris to perform repairs of the Products. The scope of the authorisation is defined by Appendix 4 to the Framework Agreement.

## **§ 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, 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 violates the obligation to deliver sales documents, referred to in §4 sec. 5 or 6 hereof, or the time frames to fulfill the obligation to deliver the sales documents, referred to in §4 sec. 5 or 6 hereof, Solaris shall be entitled to demand the payment of a contractual penalty in the amount of PLN 1000 for each event of such violation.
- 9.6** If the Contractor delays the Notification of Goods, Solaris shall be entitled to demand the payment of contractual penalty in the amount of PLN 1000 for each event of delay or lack of the Notification of Goods.
- 9.7** If the Contractor delays the fulfillment 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.
- 9.8** In the event of the disclosure of Confidential Information by the Contractor against the obligation referred to in §11, the Contractor shall be obliged to pay contractual penalty to Solaris in the amount of PLN 200 000 /two hundred thousand/ for each event



of disclosure.

- 9.9** 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.
- 9.10** The right of Solaris to request damages under 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.
- 9.11** In the event of the Contractor's violation of the obligation referred to in § 4 sec. 8 hereof, Solaris shall be entitled to demand the payment of contractual penalty in the amount of PLN 500,000 for any Goods whose availability was not ensured at any time during the period referred to in § 4 sec. 8 hereof.
- 9.12** In case of ineffective removal of the Mass Defect mentioned in §8 within the deadline specified in §8 section 9, Solaris has the right to claim a contractual penalty of PLN 5,000.00 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 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 obligation not to reveal the Confidential Information referred to in § 11 sec. 1 hereof 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.

**11.3** The obligation not to disclose the Confidential Information shall not be limited in time.

### **§ 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 and on the Notification of Goods.

**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 S.A.**

**62-005 OWIŃSKA**

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

**12.3** Solaris shall be entitled to change its service address while notifying the Contractor three 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** If the Contractor delivers to Solaris any other model agreement during its conclusion or



otherwise applies a model agreement which this Agreement would be subject to, pursuant to the applicable provisions of law, the Agreement shall be deemed unconcluded.

- 13.3** While concluding the first Agreement with Solaris, the Contractor shall undertake not to apply to further Agreements 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 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, or else 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, or else 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, or else shall be null and void.