

E.G.O. Polska Sp. z o.o.

General Terms and Conditions of Sale, Delivery and Payment

1. Scope

1.1 These General Terms and Conditions of Sale, Delivery and Payment (hereinafter referred to as "OWS") stipulate the rules for execution of contracts of sale, delivery or performance of services (hereinafter referred to as "Contract") in relations between E.G.O. POLSKA sp. z o.o. with its registered office in Łódź, National Court Register [KRS] no 0000235387 (hereinafter referred to as "EGO") and other entrepreneurs (hereinafter referred to as the "Customers") and shall form an integral part of the Contracts. OWS shall fully apply for execution of the Contracts. Contract templates used by the Customers shall not apply unless an explicit written consent for application thereof is given by EGO.

1.2 OWS shall apply only with respect to entrepreneurs.

1.3 References to „text form“ in opposition to the notion of „written form“ understood in relation to non-electronic documents containing a handwritten signature [as defined under Art. 78 – Polish Civil Code], shall be understood in relation both to documents containing text signs in non-electronic form (including fax) that may, but need not necessarily contain a handwritten signature, and to documents in electronic form (inter alia emails).

2. Offer, Order, Documents

2.1 EGO's offers are without obligation and are not binding unless they have been expressly stipulated to be binding.

2.2 The Contract is made by placing an order by the Customer and acknowledging the Customer's order by EGO. The acknowledgement of order shall be binding for determining the contents of the Contract. If EGO does not send an acknowledgment of order in text form as a separate document, then the invoice or delivery note shall be binding as confirmation of the document. Tacit acceptance of the Customer's offer by EGO shall not apply.

2.3 EGO unrestrictedly reserve all title and author's exploitation rights to all and any drawings, cost estimates and other documents. Upon request, these documents must be returned to EGO without delay. In this respect, there shall be no right of retention. Without EGO's prior consent, they shall not be disclosed to any third party.

3. Delivery, Passing of Risk, Collection

3.1 Deliveries shall be effected free carrier (FCA) in accordance with the applicable Incoterms, as amended. Unless otherwise agreed in individual cases, place of delivery shall be EGO's factory in Łódź.

3.2 If EGO select the type of shipment, the route or the shipping agent, EGO shall only be liable for gross negligence in such selection.

3.3 The risk of accidental loss of or damage to delivery item shall pass to the Customer upon delivery of the delivery item to the first person designated for shipment at the latest, whereby the commencement of the loading process shall be authoritative. Such shall also apply to partial deliveries and also if shipment carriage paid is agreed in individual cases.

3.4 If shipment or delivery of the delivery item is delayed due to circumstances for which EGO is not responsible, risk of accidental loss of or damage to delivery item shall pass to the Customer on the day the delivery item is ready for dispatch and EGO has informed the Customer thereof.

3.5 EGO shall have the right to effect partial deliveries and partial services as long as the remaining deliveries and services are effected within the agreed time period and if such is not unreasonably for the customer.

3.6 EGO shall have the right to excess or short deliveries on production-related basis of up to 10% if such is not unreasonably for the Customer.

3.7 If the Customer is in default of collecting the delivery item EGO shall have the right to charge 0.25% of the amount of the net invoice of the delivery item to be stored as storage costs for each completed week. The Customer may substantiate that EGO has incurred no damage or that the damage incurred is significantly lower than the lump-sum. EGO reserves the right to assert higher damages.

4. Time for Delivery, Delay in Delivery

4.1 Dates for delivery and services specified by EGO shall not be binding unless agreed upon as binding. Regardless of the foregoing EGO reserves the right to unilateral change of binding delivery dates for important reasons, which the Customer accepts.

4.2 The time period for delivery and service shall result from the agreements concluded in accordance with the acknowledgement of order. Compliance with such periods shall require that all and any commercial and technical issues have been clarified and the Customer has fulfilled all of his obligations and, in particular, has submitted the documents which may need to be supplied and has effected any advance payment which may have been agreed. If this is not the case, the time period for delivery and service shall be reasonably extended.

4.3 The time for delivery shall be deemed met if by this deadline the delivery item has left the factory or notice has been given that the delivery item is ready for dispatch.

4.4 The time period for delivery or service shall be reasonably extended in the event of measures taken within the scope of labor disputes and in the event of unforeseen impediments beyond EGO's control, to the extent that such impediments delay the completion or delivery of the delivery item or of the service. Such unforeseen impediments shall include but not be limited to natural disasters of any type or nature, fire, traffic accidents, hostage-taking, acts of terrorism, sabotage, power failures, storms and floods. This shall also apply if such circumstances occur with EGO's sub-contractors. Nor shall EGO be responsible for the aforesaid circumstances if they occur during an ongoing period of delay. In serious cases, EGO shall notify the Customer of the beginning and end of such impediments without delay.

4.5 If deadlines for delivery or service are not met, the Customer shall only be entitled to withdraw from the Contract if, once the deadline has been exceeded, the Customer has granted EGO an adequate additional period while threatening to withdraw from the Contract, and if such delivery or service has not been effected within such time period. Such shall not apply if EGO has seriously and definitely refused delivery or service or if there are special circumstances which, in exceptional cases, justify immediate withdrawal.

4.6 If EGO is in default the liability for damage caused by the delay shall be limited to stipulated compensation amounting to 0.5% of the net price of delayed delivery or service for each completed week of the delay, however not exceeding 5% of the net price of the delayed delivery or service that cannot be appropriately deployed as a result of the delay.

5. Prices

5.1 The prices agreed as per acknowledgement of order shall be authoritative. Unless otherwise agreed prices shall be free carrier and shall be exclusive of packaging, freight, insurance, customs and value-added-tax.

Packaging used for transportation (returnable packaging, reusable packaging), including but not limited to pallets, spacers, boxes and wire baskets, shall be charged at cost price and credited if returned immediately, delivered duty paid (Incoterms) and in good and undamaged condition. The present provision shall not apply to non-returnable packaging.

5.2 In the event of any cost increases arising between the conclusion of the Contract up until the execution of the order which were unforeseeable to EGO, e.g. on account of an increase in labor or material costs, EGO shall be entitled to adjust the prices within the framework of the changed circumstances.

6. Payment

6.1 Unless otherwise agreed in text form, payments shall be made to EGO without any deduction within 30 days of the date of the invoice.

6.2 Bills of exchange and checks shall only be accepted as payment on the basis of express written agreement. Any discount charges and other bill charges shall be borne by the Customer. The Customer hereby agrees that invoices are issued without their signature.

6.3 EGO shall have the right to execute or provide deliveries or services still outstanding only against advance payment or the provision of security, if, after conclusion of the Contract, EGO becomes aware of any circumstances which could either significantly diminish the credit standing of the Customer or which jeopardize payment of EGO's open claims owed by the Customer from the respective contractual relationship. In such case, EGO shall also have the right to prohibit the resale and further processing of items delivered subject to retention of title.

6.4 In case of any delay in payment EGO shall be obliged to charge the Customer with interest for the delay being four times the amount of the Lombard rate of the National Bank of Poland.

7. Set-off and Retention

- 7.1 The Customer may only offset counterclaims that are undisputed or recognized by EGO's declaratory judgment.
- 7.2 The Customer may exercise the right of retention in cases where it is entitled to do so under general civil law provisions, subject to the provision that its claim justifying the right of retention shall result from the same contractual relationship and shall be appropriately agreed upon and unquestioned by EGO.

8. Software and Customer-specific Integrated Circuits (ICs)

- 8.1 If software, customer-specific ICs and the related documentation and circuits are part of the deliveries and services the Customer shall be granted the non-exclusive, non-transferrable, revocable and not sub-licensable right of use for internal use by the Customer together with the products for which the software and/or ICs have been delivered. Unless a specific license agreement has been concluded with EGO in writing under pain of nullity, any other use of the software, ICs, circuits and the related documentation, e.g. together with the Customer's own hardware or the hardware of any third party, shall be expressly excluded.
- 8.2 EGO retain all and any other rights to the software, customer-specific ICs and the documentation and circuits including any copies and subsequent supplements thereto and neither the Contract nor OWS may be the basis for granting any license, transfer of rights or any other obligation relationship that entitles the Customer to exercise such rights. The Customer must ensure that such software, ICs and documentation are not disclosed to any third party without EGO's prior written consent.
- 8.3 As a matter of principle, copies may be made only for archiving purposes, as replacements or for troubleshooting. Transfer of source programs requires a specific written agreement under pain of nullity. However, the provision specified in the foregoing sentence shall not be the basis for the Customer to demand being provided with the source codes; the provision only indicates the form in which an agreement in this respect has to be reached if EGO decides to do so. If the originals are marked with a copyright protection notice, such notice must also be added to the copies by the Customer.
- 8.4 Unless otherwise agreed and provided that the conditions laid down in the provisions of the above Section 8 are fulfilled, the right of use shall in each case be deemed to be granted with the acknowledgement of order and delivery of the software, the ICs, the related documentation and circuits and any subsequent supplements.

9. Material Defects

- 9.1 Upon receipt, the Customer shall inspect each shipment for completeness and damage to the packaging. Any complaints must be sent to EGO in text form without delay. The Customer shall ask the carrier to provide a factual statement concerning damages, incompleteness, or defects in the delivery item detected upon receipt of the delivery item by the Customer from the carrier.
- 9.2 The Customer undertakes to immediately inspect the delivery item and to notify EGO of any apparent defects in text form without delay. The obligation to inspect the delivery items and notify defects shall also include deviations in quantity and identity. Any hidden defects must be notified EGO in text form immediately after being detected. Notification of defects shall include but not be limited to communicating the data relevant to the delivery item: product number, delivery note number, delivery date, number of acknowledgement of order, production date as well as a detailed description of the defect and the damage resulting therefrom. Upon EGO's request, the Customer shall be under the obligation to return the delivery item to which the notice of defect applies to EGO.
- 9.3 Effective as of the point in time of the obligation to give notice of defects in accordance with item 9.2 hereof the delivery item supplied by EGO and subject to the notice of defect must no longer be used for further processing or assembly; otherwise all and any claims for defect the Customer may have shall no longer apply.
- 9.4 In the event of a defect for which EGO is responsible, EGO shall be entitled to carry out subsequent performance and EGO shall be free to either remedy the defect or to deliver delivery items free of defects in replacement. Title to a delivery item replaced by EGO within the framework of subsequent delivery shall pass to EGO. The period of removing the defect or delivering a defect-free item shall not extend the period of EGO's liability for the defects. If EGO refuses to carry out subsequent performance, if the subsequent

performance fails or cannot be reasonably expected of the Customer, the Customer shall be entitled to assert additional claims and may in particular demand the purchase price to be reduced or to withdraw from the Contract, in part concerning defected delivery item.

- 9.5 The delivery item shall be deemed free from material defects if it complies with the agreed specification or – if such specification does not exist – with EGO's technical drawing. Any modifications to the design and/or workmanship which neither affect the function nor the value of the delivery item shall be reserved and shall not constitute any defect. Any defects which do not or only insignificantly affect the value and/or fitness for use of the delivery item shall not constitute any claim for defects.
- 9.6 The Customer may not assert claims for defects in particular in the following cases: usual wear and tear, inappropriate or improper operation or use, incorrect assembly or start-up, inappropriate or improper storage, faulty or careless handling, improper maintenance, inappropriate equipment, inferior assembly work, unsuitable fields of application, chemical, electro-chemical or electrical influences; use against EGO's product compendium; defects based on designs specified or determined by the Customer or based on materials specified, determined or provided by the Customer, including sample materials or also other items provided by the Customer. In such cases, any claims for defects asserted by the Customer can only be taken into consideration if the Customer proves that the defects were not caused, either in whole or in part, by the aforesaid influences.
- 9.7 If, in a particular case, EGO provides project support, such shall always be only within the scope of the overall system specified by the Customer. EGO shall not assume any liability for this overall system even if EGO offer and deliver items with integrated functional safety.
- 9.8 EGO shall be liable to the extent indicated in the provisions hereinbefore for the defects notified before the expiry of the period of 24 months counting from the date of delivery, but no longer than 36 months counting from the date of production. Further liability of EGO is excluded.
- 9.9 The provisions stipulated in this paragraph on material defects of delivery items and the respective requirement to give notice of defects shall apply to services provided by EGO accordingly.

10. Liability for Software Defects

- 10.1 Following the respective notification of defects by the Customer EGO shall remedy defects in the software supplied (programs, Customer-specific ICs and the related documentation and circuits and other records) within a limitation period of 12 months from delivery date. At EGO's discretion, remedy will be effected by way of repair or replacement. The limitation period shall not commence anew or not extend on account of the subsequent performance. If EGO refuses to carry out subsequent performance, if the subsequent performance fails or cannot be reasonably expected of the Customer, the Customer shall be entitled to assert additional claims and may in particular demand the purchase price to be reduced or to withdraw from the Contract.
- 10.2 By current technological standards software defects cannot be completely excluded. Therefore, the Customer can only demand remedy of defects if and to the extent that the software delivered significantly deviates from the agreed specifications.
- 10.3 EGO's liability shall be excluded if
- the minimum requirements regarding the Customer's hardware and software environment as cited in the agreed specifications are not met;
 - the software has been installed at the Customer's on different hardware to the hardware cited in the agreed specifications without EGO's consent, which must be provided in text form;
 - different software to the software disclosed to EGO when agreement was made on the specifications has been installed on the same hardware or connected hardware of the Customer on which the software is installed and the Customer does not provide EGO with evidence that such different software has not caused any disruptions in the use of the delivery item and/or the software; or
 - the Customer has modified the software without EGO's previous consent in text form or if
 - the Customer does not use the software as intended.
- 10.4 Unless otherwise stipulated herein EGO shall not be liable for any damage that has not originated in the delivered software itself; EGO shall in particular not be liable for loss of data or other consequential damage.

11. Industrial Property Rights, Copyrights

- 11.1 If use of the delivery item infringes industrial property rights or copyrights within Poland EGO will, at its expense and on the provision that the holder of the property right agrees, procure for the Customer the right to make further use of the delivery item, or EGO will modify the delivery item in a way acceptable to the Customer so that it no longer infringes the property right. If such is not possible at conditions reasonable from an economic point of view or within a reasonable time period both the Customer and EGO shall have the right to withdraw from the Contract.
- 11.2 The rights of the Customer described in item 11.1 above shall be deemed complete and shall only apply if
- the Customer informs EGO immediately and in writing of any property right or copyright infringements which have been asserted;
 - the Customer provides adequate support in EGO's defense of the claims asserted and enables EGO to carry out the modification measures described under item 11.1 hereof;
 - the infringement is not the result of an instruction given by the Customer or if the infringement is not just the result of the Customer's combining the delivery item with products or deliveries outside EGO's scope of delivery and if
 - the infringement was not caused by the fact that the Customer has on his own authority modified the delivery item or used it in a manner contrary to the Contract.

12. Damages

- 12.1 EGO, subject to the following provisions of this point, shall be liable for damage caused by intent and gross negligence. EGO shall only be liable for slight negligence if such negligence results in the breach of fundamental contractual obligations which go to the root of the Contract and arise from the nature of the Contract or if such breach endangers the attainment of the contractual purpose. Also in these cases damages shall be limited to the foreseeable damage typical to the Contract. In all other respects, claims for damages asserted by the Customer and relating to slight negligence shall be excluded, irrespective of the legal grounds such claims are based on.
- 12.2 The foregoing limitation on liability shall not apply to claims related to hazardous product liability in the event of injury to life, limb or health. In addition to the aforesaid, a limitation on liability shall not apply to damage claims based on material defects if EGO has fraudulently concealed a defect or if EGO has given a guarantee for the quality of the item.
- 12.3 Claims for damages by the Customer relating to (i) conducting business activity shall be subject to a limitation period of three years after the day on which the claim became mature (ii) remedying damage caused by tort shall be subject to a limitation period of three years after the day on which the aggrieved party learns of the damage and of the person obliged to remedy it. However, this period cannot be longer than ten years from the day on which the event causing the damage occurs.

13. Provision of Material

- 13.1 Items provided to EGO by the Customer ("Items Provided") will, upon receipt, only be inspected by EGO with respect to identity and transport damage. Any damage detected by EGO will be notified by EGO within 10 working days. EGO shall have no further obligations to inspect the goods and give notice of defects.
- 13.2 EGO will use the customary care in storing and handling the Items Provided. They do not need to be stored separately, to be marked as Items Provided or to be insured.
- 13.3 The Customer shall bear the exclusive overall responsibility with respect to EGO but also externally with respect to all and any third parties, in particular with respect to authorities, for design specified or defined by the Customer or for material specified, defined or provided by the Customer, including sample material and any other Items Provided.
- 13.4 Any processing clauses stipulated by the Customer with respect to the Items Provided shall not apply.

14. Withdrawal, Taking back Delivery Items without Legal Obligation

- 14.1 EGO shall be entitled to withdraw from the Contract, either in whole or in part, if the Customer becomes insolvent, runs up excessive debt, discontinues his payments or if an application for the initiation of insolvency proceedings against the assets of the Customer is filed. In these circumstances, the

Customer shall give EGO permission to enter his business premises during normal business hours and to take possession of EGO's delivery item.

- 14.2 A delivery item which EGO takes back without any legal obligation to do so can, even if it is in perfect condition, only be credited at an amount not exceeding 80% of the invoice; special types or items made to order shall only be credited at their scrap value.

15. Retention of Title

- 15.1 EGO retain title to all items delivered until each and every claim EGO has against the Customer on account of existing Contracts has been paid in full. Customer is obliged to cooperate with EGO on every EGO's demand in all activities necessary to ensure the effectiveness of retention of title.
- 15.2 If the Customer is in default of payment or if it becomes apparent that EGO's claims for payment are at risk due to the Customer's difficult financial situation based on EGO's retention of title EGO shall be entitled to take stock and claim the surrender of the items delivered. Under these circumstances, as early as with the present the Customer grants EGO permission to enter his business premises during normal business hours and to repossess the delivery item.
- 15.3 The Customer undertakes to handle the delivery item with due care. He also undertakes to adequately insure the delivery item, at his expense, at its replacement value against fire and water damage and against theft.

In the event of attachments or other third-party interventions the Customer undertakes to notify EGO immediately thereof. The Customer shall bear all costs which need to be incurred in order to ensure that such intervention discontinues and to ensure the recovery of the items delivered, to the extent that such costs cannot be collected from such third party.

- 15.4 Subject to admissible revocation for good cause, the Customer shall be entitled to dispose of the items delivered within the framework of his ordinary course of business. In particular it shall not be permitted to pledge the items delivered or use them as security. The Customer may only pass on items delivered that are subject to retention of title to the purchaser if the Customer is not in default with respect to his obligations to EGO.

In the event of resale, as early as with the present the Customer shall assign to EGO all and any claims from such resale, in particular claims for payment, but also other claims relating to the sale, up to the total amount of EGO's invoice, including value-added-tax.

Subject to EGO's admissible revocation for good cause, the Customer shall be entitled to collect the assigned claims on a fiduciary basis. Resale of the receivables within the framework of actual factoring shall be subject to EGO's prior written consent. For good cause EGO shall have the right to notify third-party debtors of the assignment of claims also on behalf of the Customer. Notification of the assignment to a third-party debtor shall end the customer's right to collect the debt. If the right to collect the debt is revoked, EGO can require the Customer to disclose to EGO the claims assigned as well as the debtors thereof, to provide EGO with all information required for collection, to hand over all relevant documents and to notify the debtors of the assignment.

Good cause within the meaning of the present stipulation shall include but not be limited to the Customer being in default of payment, the Customer having suspended his payments, in the event of insolvency proceedings having been initiated against him or in the event of evidence indicating an over-indebtedness or imminent insolvency of the Customer.

- 15.5 The retention of title is valid until the delivery item becomes a component part of another thing, as defined under Art. 47 § 2 Polish Civil Code i.e. to the moment until it cannot be detached from this thing without damaging or changing essentially its entirety or without damaging or changing essentially delivery item with the reservation that delivery item connected with the thing only for temporary use does not constitute its component parts.
- 15.6 If the Customer fails to pay the purchase price, we shall be able to recover the possession of the delivery item and demand appropriate payment for the thing having been used up or damaged.
- 15.7 If or to the extent that a retention of title or an assignment of claims is ineffective or unenforceable due to mandatory provisions of foreign law, the security corresponding to retention of title or assignment of claims applicable in this area shall be deemed as agreed. If, according to this, the assistance of the Customer is required, he must take all steps necessary in order to establish and maintain the security.

16. Confidentiality, Publicity

- 16.1 Unless it can be substantiated that such information is in the public domain, all and any business or technical information disclosed to the Customer by EGO or by a company affiliated to EGO shall be treated as confidential and may only be disclosed by the Customer to any third party with EGO's written consent, whereby such third party must also be bound to secrecy. The Customer may only use such information for itself in connection with the order and/or the subsequent use of the item in accordance with the order. Upon EGO's request, all and any information provided by EGO must be returned to EGO or be destroyed completely and without delay.
- 16.2 Information within the meaning of OWS shall be all and any data, plans, programs, knowledge, expertise and know-how, irrespective of their type of recording, storage or transmission and also irrespective of whether such information has – expressly or tacitly – been designated as secret or confidential.
- 16.3 Without EGO's written consent, the Customer shall not be entitled to report on or advertise the collaboration with EGO or in particular to include EGO in its reference list or use EGO's logo.

17. Rights to Consultancy and Development Results

- 17.1 If consultancy and development is also subject matter of the service provided, EGO shall have sole entitlement to all and any rights to the results of such consultancy and development. This shall apply also and in particular to consultancy and development results which constitute patentable inventions.
- 17.2 For this purpose, the Customer shall inform EGO about all and any results, also interim results, of the consultancy or development services and provide EGO with all necessary documents, records, prototypes etc..
- 17.3 To the extent that the consultancy and development results constitute patentable inventions, EGO shall have sole entitlement to apply for the property rights for such results in EGO's name exclusively.
- 17.4 If the consultancy and development results are protected by copyrights, the Customer shall grant EGO an non-exclusive, world-wide, sub-licensable license to exercise proprietary copyrights with regard to such a result of consultancy or development in all fields of exploitation known when making the Contract, and in particular in the following fields of exploitation:
- as regards recording and reproducing the result – producing copies of the result with use of a specific technique, including printing, reprographic technique, magnetic recording and digital technique,
 - as regards the trade of the original or copies in which the result is recorded – placing on the market, lending or leasing the original or copies thereof,
 - as regards the trade of the result in any way other than the one specified in b) – public performance, exhibition, display, reproduction or broadcasting and rebroadcasting as well as public communication of the result in a way that everyone may have access to it, unrestricted as to space and time and to
 - use and process, in particular modification, reconfiguration or supplementation, duplicate, disseminate, separate or divide.
 - to combine the result with other works or solutions or to divide the result in the course of the production process,
 - to introduce the result or solutions containing this result or its parts to the production and then to the sale.
This license includes the right to dispose and to the use of development of the result.
- 17.5 The remuneration for granting of the abovementioned license in all fields of exploitation covered by that license has been included in the price arising from the Contract.
- 17.6 The license shall be granted for the period of five years and during this period cannot be revoked. Thereafter it shall transform into a license granted for an indefinite period.
- 17.7 The Customer agrees that EGO may make changes to the results covered by the above license.
- 17.8 In case the specific results of consultation and development can be the subject of a patent or protection right, then parties clearly indicate that EGO would be exclusively authorized to submit appropriate applications for regis-

tration in the relevant patent offices.

- 17.9 The Customer undertakes, at each EGO's demand, to enter into an agreement under which the customer shall transfer to EGO proprietary copyrights to the results chosen by EGO, falling within the scope of the above license, on the field of exploitation indicated by EGO. This obligation also includes the transfer of the derivative rights to the results chosen by EGO.

The Customer also undertakes, at each EGO's demand, to enter into an agreement under which the Customer would grant EGO the license with the right to grant sublicense relating to industrial property rights or transfer of industrial property rights to the results of the consultations and development chosen by EGO. The choice if the subject of the agreement would be the license or transfer of rights belongs to EGO. This obligation also includes the duty to conclude the agreement on the use of yet undeclared: invention, industrial design, trademark or topography

- 17.10 Will of the parties is that under the provisions herein, EGO would be entitled to copyrights and industrial property rights in the widest scope possible and that Customer's commitment to conclude an agreement transferring these rights or license agreement would have the widest possible scope. The Customer guarantees that he will be entitled to all rights and he will have the consent of the third parties enabling to fulfill the obligations as referred to in item 17.
- 17.11 The Customer undertakes to provide reasonable support in assigning, providing evidence of, obtaining validity for, registering and enforcing our rights and our title to all patents, copyrights and other intellectual property rights associated with creations and to all other rights granted and retained by us in all countries on account of the contractual relationship.

18. Transfer of Rights and Obligations

Any rights and obligations arising out of supply and service Contracts shall not be transferrable to any third party. However, EGO shall have the right to pass on any rights and obligations from Contracts on deliveries and services to be performed by EGO to its affiliated companies. An affiliated company for this purpose shall be a company directly or indirectly controlling EGO, directly or indirectly controlled by EGO or directly or indirectly is under common control with EGO. Therefore, such affiliated companies shall not be deemed third parties within the meaning of these OWS.

19. Export

The sale, resale and the disposition of deliveries and services as well as of all and any technology or documentation associated herewith may be subject to Polish, EU or US export control law and the export control law of other states. Any resale to countries subject to an embargo, to denied persons or persons who use or may use the deliveries and services for military purposes, NBC weapons or nuclear technology shall be subject to EGO's written consent preceded by an appropriate authorization of respective authorities, if relevant regulations provide for such a requirement. The Customer declares that his order complies with these laws and regulations and assures that deliveries and services are not supplied to countries, neither directly nor indirectly, with export or import prohibitions or restrictions. The Customer must, at his expense, obtain all and any licenses which may be necessary for use and export and/or import of the deliveries and services.

20. Place of Performance, Jurisdiction, Applicable Law

- 20.1 Place of performance for all and any liabilities arising out of the Contract, in particular for delivery and payment, for both parties shall be the principal place of business of EGO or the place of performance named by EGO.
- 20.2 Place of jurisdiction for all and any legal disputes arising out of the contractual relationship, its creation and effectiveness shall for both parties be the seat of EGO. At EGO's option, EGO may also bring an action before the court at the seat of the Customer.
- 20.3 These OWS and Contract shall be governed by Polish law. The UN Convention on the International Sale of Goods (CISG) shall not apply.