

General Terms & Conditions of Purchase

These General Terms & Conditions of Purchase ("T&Cs") govern the purchases made by LG Energy Solution Wrocław Sp. z o.o. with its registered office at Biskupice Podgórze, LG 1A St., 55-040 Kobierzyce, Poland, entered into the register of entrepreneurs of the National Court Register under KRS number: 0000614214, having NIP: 8961550941, BDO number: 000101370 ("Buyer"), from any third party supplying any kind of goods ("Supplier"):

1. Subject Matter

- 1.1. T&Cs sets forth the rights and obligations of the Parties in relation to the sale and delivery of Deliverable by the Supplier, as specified in the Order made by Buyer and accompanying Specification and other documents.
- 1.2. Buyer may, but is not obliged to, submit one or more Orders. Buyer may submit Orders in writing or electronic / documentary form, in accordance with Sec. 16 below. Upon reception of an Order, the Supplier shall notify Buyer of its acceptance, not later than within 3 working days. The Parties agree that in case of lack of response within such timeframe, an Order is deemed accepted.
- 1.3. Order, Quantity inquiry and Specification specify in particular:
 - 1) specification of Deliverable;
 - 2) applicable deadlines;
 - 3) Remuneration, payment terms, payment deadlines, reimbursable expenses, if any;
 - 4) if applicable, in particular any specific guarantee conditions.

2. Definitions:

"Confidential Information" means information described in item 14 below.

"Deliverable" means deliverable or deliverables, (including documents, materials or software) set forth in the Order, which may be Intellectual Property.

"Force Majeure Event" has the meaning set forth in sec. 17 below.

"Intellectual Property" means any rights to immaterial assets in particular patents, trademarks, services, rights in any design, applications for any of the foregoing, trade or business names, copyrights, including rights to software, other proprietary knowledge and information, Know-how, internet domain names, rights protecting reputation and database rights.

"Know-how" means confidential industrial or technical information and ideas, concepts, methodology and techniques in any form, concerning Deliverable

"Personal Data" has the meaning set forth in sec. 15 below.

"Remuneration" means the remuneration for sold Deliverable set forth in the applicable the Order.

"Quantity inquiry" means a document prepared in written or documentary form containing the original terms and conditions presented by the Buyer applicable to the sale of Deliverable.

"Order" means document prepared in written or documentary containing the specific terms and conditions that apply to a sale of Deliverable, as executed by the Parties.

"Specification" means document containing the technical details of Deliverable ordered under a given Order, agreed by the Parties, and accepted by the Supplier, indicated in the Order or enclosed to the Order.

"Table of Terms" means document containing details of the Order number, the name of Deliverable ordered, payment terms, deadlines for the delivery of the Deliverable, agreed by the Parties.

"Supplier's Personnel" means any directors, officers, employees, agents or subcontractors of the Supplier.

"Systems" means communication systems, software, computer and communication networks, hardware, firmware, servers, devices, cabling and related equipment, databases with their supporting documentation.

"Upgrade" means any enhancements made by the Supplier or third party to any System, software, hardware or firmware.

3. Statements and obligations

- 3.1. By accepting the Order, Supplier warrants and represents that:
 - 1) it shall comply with all applicable laws, rules and regulations (including, but not limited to, anti-corruption laws, rules, regulations, legislation or conventions) in performance of the Order;
 - 2) it is capable of delivering Deliverable under this T&Cs and respective Order;
 - 3) it has obtained, or will obtain, any and all permits, licenses or third party consents, approvals or assignments in a timely manner which are required in connection in order to enable Supplier to sell and Buyer to use any Deliverable;
 - 4) sale of Deliverable will be provided in a timely manner with a high level of care, skill and diligence and in accordance with the terms and conditions set forth in the applicable the Order, as well as in a way consistent with industry acceptable practices;
 - 5) Deliverable:
 - a) will be free from any legal or physical defects;
 - b) will not, nor will the use thereof, violate any third party rights.
 - 6) in case any third parties raise claims against the Buyer, his related companies and Buyer's customers in connection with any breach of the Intellectual Property rights, or under tort or unfair competition in connection with the Buyer use of Deliverable, the Supplier shall undertake all steps necessary to protect the Buyer's against such claims or, if the Buyer is obligated to satisfy such claims, the Supplier shall compensate all damages incurred by the Buyer in connection with such claims and shall pay the Buyer all expenses and costs borne by the Buyer in connection with such claims.
 - 7) regarding environmental safety and impacts Supplier shall fully comply with any and all relevant national and international laws and Buyer's environmental safety regulations.
 - 3.2. In addition to any other rights or remedies provided in T&Cs or under applicable laws, if Deliverable is not compliant with conditions set forth in the T&Cs or the Order, or Deliverable fail to conform to the applicable representations and warranties specified above, at Buyer's sole discretion, Supplier shall, without additional compensation or cost to Buyer and without prejudice of other rights of Buyer under T&Cs or provisions of law, at Buyer's option:
 - 1) correct or revise any defects in Deliverable; or
 - 2) replace the nonconforming Deliverable; or
 - 3) refund all or part of the Remuneration and costs for Deliverable; or
 - 4) provide an alternative, free of charge solution.
 - 3.3. The Supplier must follow the *LG Chem Code of Conduct for Suppliers*, and accordingly shall not *inter alia* use or facilitate any type of involuntary labor, including forced, indentured, bonded, slave or human trafficked labor. Supplier shall not hire any person below the legal working age, and complies with the legal requirements for juvenile labor regarding minimum age, working hours and working conditions. Suppliers must provide fair compensation in compliance with all applicable wage and hour laws, rules and regulations, ensure a work environment free from bullying, intimidation, coercion, corporal punishment or harassment and prohibits all forms of discrimination.
 - 3.4. Buyer declares that it has the status of a large enterprise in the sense adopted in the Act of 8 March 2013 on preventing excessive delays in commercial transactions.
- ### 4. Sale and delivery of Deliverable
- 4.1. In order to purchase Deliverable, the Buyer shall submit to the Supplier a Quantity inquiry. The Quantity Inquiry is not an offer, but only invitation to further negotiations.
 - 4.2. Supplier will respond to the submitted Quantity inquiry within 3 days of its receipt. If, due to the nature of the Deliverable, it is not possible to answer within the specified period, Supplier shall provide a deadline for reply.

- 4.3. The Parties agreeing on the requirements contained in the Quantity inquiry will constitute the basis for the Buyer to place an Order.
 - 4.4. If under the Order the Supplier is obliged to deliver the Deliverable, the Deliverable shall be provided by the completion dates set forth in Order.
 - 4.5. If the Supplier fails to deliver the Deliverable within the agreed time limit, all damages incurred by the Buyer and any additional costs required to complete the specified delivery schedule will be charged at the Supplier's expense.
 - 4.6. Supplier will pack and mark the Deliverable in accordance with the Buyer's instructions, provide the lowest rates of transport, meet the carrier's requirements and ensure delivery free of damage and deterioration of the quality of the Deliverable. Unless the Parties agree otherwise, the Remuneration includes all fees and expenses related to the delivery of the Deliverable. The ownership of containers and other packaging materials is transferred to the Buyer upon receipt of Deliverable by the Buyer
 - 4.7. Buyer may specify the carrier or method of transport of the Deliverable.
 - 4.8. Buyer has right to inspect and evaluate Deliverable on dates and places designated by the Buyer, including when receipt the delivered Deliverable.
 - 4.9. Unless the Parties specify otherwise in the Order, Supplier shall obtain, at its own expense, all necessary permits or licenses and will pay all taxes, fees related to the delivery of Deliverable to the Buyer.
 - 4.10. If during supply of the Deliverable it is necessary for Supplier's Personnel to enter any Buyer's facility, Supplier shall be responsible for such Supplier's Personnel's compliance with all applicable security and health and safety rules of the Buyer facility.
 - 4.11. At Buyer's request, Supplier shall provide such information and prepare and submit to Buyer such documentation as may be necessary to evidence the progress and results of supply of the Deliverable.
 - 4.12. Unless otherwise specified in the Order, ownership of the Deliverable shall pass to the Buyer on the date of its delivery in a manner determined in the Order.
 - 4.13. Unless the Order provides otherwise, the receipt of Deliverable will take place on the terms set out below.
 - 4.14. After the installation of the Deliverable, if applicable, Buyer, with the assistance from Supplier, shall perform the final acceptance test of the delivered Product, including but not limited to, the materials, tools and/or tooling used in their assembly or manufacture, at Buyer's facility at a time convenient to Buyer (the "Final Acceptance Test"). Buyer shall conduct the Final Acceptance Test in accordance with Buyer's inspection standard. Supplier, upon Buyer's request and at its own cost and expense, shall be present at the Final Acceptance Test. Performance and results of the Final Acceptance Test must be documented by written protocol, signed by both Parties.
 - 4.15. Notwithstanding any payment or prior inspection made by Buyer, if the Deliverable fails the Final Acceptance Test, then Supplier shall, at its own costs and expenses, replace or repair the non-conforming Deliverable. In case Supplier fails to correct the non-conformity to the satisfaction of Buyer within ten (10) business days from the failure of the Final Acceptance Test, then Buyer may (i) replace or repair the non-conforming Product by itself or a third party, and Supplier shall pay the costs and expenses, or (ii) terminate the Order without assuming whatever liability to Supplier and Supplier shall refund whatever amount Buyer has paid to Supplier under the given Order. In case of replacement or repair, Buyer shall repeat the Final Acceptance Test over such replaced or repaired Deliverable.
 - 4.16. Supplier shall provide sufficient quantities of consumables and bear the costs necessary for installation of the Deliverable and the Final Acceptance Test. In case a repeated attempt on the Final Acceptance Test is needed, Supplier shall bear the costs of consumables needed.
 - 4.17. If the Deliverable is subject to import from outside of the European Union, the Supplier shall issue certificates of preferential origin of Deliverable supplied to Buyer according to the applicable free trade agreement ("FTA") with the country of the Deliverable's origin. If certificates of preferential origin of goods cannot be issued, the Supplier shall explain the reason to the Buyer and provide written evidence. FTA customs duty rate shall be applied to T&Cs. If the Supplier cannot provide certificates of preferential origin, the Supplier shall bear the costs of additional higher customs duty rates unless the Buyer has agreed not to use the FTA tax customs duty rate before issuing the Order. Supplier must faithfully respond to requests of the relevant customs authorities.
 - 4.18. Buyer shall not be responsible for any taxes, fees or costs that exceed the amounts specified in the Order, or are not pre-approved by Buyer in writing.
- ### 5. Payment Terms
- 5.1. The Buyer shall pay the Supplier the price in the form of Remuneration, in accordance with the Order.
 - 5.2. In the absence of any arrangements in the Order, the invoice for the sold and delivered Deliverable will be issued by the Supplier after receipt by the Buyer.
 - 5.3. Buyer shall make payments to Supplier for Deliverable within 60 days of receipt of a correctly issued invoice, unless a different payment term is specified in the Order, the invoices shall be issued as agreed in the Order.
 - 5.4. Buyer may, at any time, deduct his claims under this T&Cs (payable and non-payable) with the claims of Supplier.
 - 5.5. Payment for Deliverable shall not constitute Buyer's approval of its quality.
 - 5.6. If the Supplier is delaying the delivery of the Deliverable, Buyer may postpone the payment of Remuneration for the performance of the Order until it is delivered.
 - 5.7. If a dispute arises over payment, Buyer shall notify Supplier of the amount in dispute and the basis of such dispute. Buyer shall not be in default of its obligation to pay for the invoice while the dispute remains unresolved.
 - 5.8. Supplier guarantees that the price of Deliverable sold to the Buyer on the basis of Order is not less favorable than the prices offered to other Supplier's customers. If the Supplier reduces its prices to other customers during the term of the Order for such Deliverable, Supplier will reduce the prices for the Buyer accordingly. If the Buyer presents the Supplier with the same Deliverable offered by another person at a lower price than proposed by the Supplier, Supplier will reduce the amount of Remuneration for Deliverable to the amount provided by the Buyer.
 - 5.9. The Supplier, if the conditions set out in the Act of 11 March 2004 on goods and services tax for the application of the split payment mechanism are met, will mark the invoice with the words *split payment mechanism / Mechanizm podzielonej płatności / MPP*.
 - 5.10. The Supplier will place the appropriate Combined Nomenclature (CN) codes on invoice issued for each Deliverable sold.
 - 5.11. The Remuneration is an agreed lump sum and is not subject to any corrections under any basis
 - 5.12. Remuneration shall also include any fees for the transfer of any Intellectual Property rights from the Supplier or granting licenses, in accordance with sec. 6 hereof, in all fields of use specified therein.
- ### 6. Intellectual Property Rights
- 6.1. The Supplier assigns at the moment specified in Sec. 4.13 (receipt of Deliverable) to Buyer worldwide all present and future Intellectual Property rights existing in or arising in connection with sale of Deliverable, to copyrightable works which are developed specifically for Buyer in the performance of the Order including any Know-how and Upgrades, on the following fields of use known at the date of the Order, in particular on the fields of use indicated in Art. 50 and Art. 74 Sec. 4 of the Polish Copyright Law, including but not limited to:
 - 1) usage, fixation or multiplication: multiplication by all known techniques, for example, by printing technique or digital technique;
 - 2) as regards putting into trading the original or its copies on which the work was fixed – putting into trading, lending for use or lease of the original or its copies;
 - 3) within the scope of dissemination other than in point above – public presentation, exhibition, broadcasting, reproduction, and also making publicly available in such a way as to allow everybody access thereto at the place and time of their own choice, including wire broadcasting, wireless broadcasting and by satellite in the territory of Poland and abroad, marketing, advertising; entering into the computer memory or distribution in a computer network;
 - 4) permanent or temporary multiplication of a computer program in whole or in part by any means and in any form; to the extent that the computer program needs to be multiplied in order to be introduced, displayed, used, transferred and stored, these activities require the consent of the authorized person;

- 5) translation, adaptation, modification, rearrangement or any other change in a computer program;
 - 6) distribution, including lending or rental, of computer programs or copies thereof;
 - 7) modification, alteration or adaptation.
- 6.2. As of the moment of assignment indicated in Sec. 6.1, the Supplier allows Buyer and assigns to Buyer within the Remuneration authorizations to exercise derivative copyrights and is obliged to ensure that the authors shall not exercise their moral rights.
- 6.3. As of the moment of assignment indicated in Sec. 6.1, the Supplier transfers to Buyer within the Remuneration ownership of the media on which the Deliverable are recorded. The media on which the Deliverable is recorded will be delivered to Buyer on the day of signing of receipt. At the same time, Buyer acquires the exclusive right to authorize the exercise of derivative copyrights.
- 6.4. In case of copyrightable works, which are not developed specifically for Buyer in the performance of the Order, but are connected with the use of Deliverable ("Licensed Assets"), Supplier undertakes, within the scope of its powers, to grant Buyer a worldwide non-exclusive license to use, reproduce and modify Licenses Assets on the fields of use indicated in sec. 6.1. The license is granted for an initial period of 5 years, and upon its expiry it shall be renewed for consecutive 5 years terms. The license granted entitles Buyer to grant sublicenses. In case of sublicenses granted by Buyer, the Supplier is not entitled to any additional remuneration. The Supplier undertakes to refrain from terminating such a license.
- 6.5. All goods, products, samples, documents, recipes and information provided by Buyer to Supplier and Intellectual Property rights thereto shall remain the property of Buyer. The Supplier will be able to use them only for the purpose of performing contractual obligations between the Parties.
- 6.6. Supplier warrants and represents that Intellectual Property Rights shall not be in any way whatsoever restricted or encumbered for the benefit of third parties, and such rights will be also free from any claims of third parties, unless the Parties expressly agree otherwise in writing under pain of invalidity

7. Liability

- 7.1. The Supplier is liable for non-performance or improper performance of Order.
- 7.2. The Supplier shall pay Buyer the contractual penalty in case of:
- 1) delay in performance of Order in relation to the timeframes set forth in Order and other documents provided by Buyer - in the amount of 0.3% of the Remuneration per each day of delay;
 - 2) breach of the provisions of Sec. 14 (Confidentiality), Sec. 6 (Intellectual Property) - in the amount of 10 000,00 EUR per each event of breach.
 - 3) breach of the provisions of Sec. 5.9. and 5.10. (Split payment mechanism) by the Supplier - in the amount of 1 000,00 EUR per each event of breach;
 - 4) breach of the provisions of Sec. 9.2 (Insurance) - in the amount of 0.1% of the Remuneration per each day of delay;
 - 5) termination from the Order by Buyer under Sec. 11.2 or withdrawal by Buyer from Order for the reasons related to the Supplier - in the amount of 10% of the Remuneration.
- 7.3. Parties accept the possibility of accumulating contractual penalties specified in point 7.2 of T&Cs.
- 7.4. Buyer may claim damages exceeding the amount of the above contractual penalties.
- 7.5. Supplier shall indemnify Buyer, his related companies and Buyer's customers against the obligation to redress the damage which they may have towards any entitled third party which occurred in connection with the improper performance or non-performance of Order by the Supplier. Should any entitled third party raise a claim for redressing the damages referred to above, the Supplier in each case shall reimburse Buyer, his related companies and Buyer's customers for any and all damages, compensation and costs (including court fees and costs of legal assistance) incurred by Buyer, his related companies and Buyer's customers in connection with such claims. For the avoidance of doubts, the provisions of the immediately preceding sentence requiring Supplier to release Buyer from liability constitute an agreement for the release from the obligation to perform within the meaning of art. 392 of the Civil Code.
- 7.6. The Supplier shall be liable towards Buyer for any damages incurred by Buyer in connection with actions of any employee of the Supplier or any other person used by the Supplier while performing the Order.
- 7.7. Unless otherwise specified in the Order, in order to guarantee the complete and full performance of any obligations of the Supplier under this T&Cs, the Supplier shall no later than fourteen (14) days after the issuance of a given Order, establish a performance bond – in the form of bank guarantee, insurance guarantee or any other accepted by the Buyer – up to the amount of ten percent (10%) of the total price stemming from the Order ("Bond"). The Bond shall also cover the performance of the warranty obligations. The Bond must be irrevocable, unconditional and payable upon first demand of the Buyer. The Bond shall be maintained until the expiration of the warranty period as set forth in this T&Cs.

8. Guarantee and Maintenance

- 8.1. Supplier guarantees that Deliverable will comply with Order, Specification, other documents provided by Buyer and samples provided by the Supplier and then accepted by the Buyer, and will be free from defects.
- 8.2. Supplier guarantees that all Deliverable will be adequate and sufficient for Buyer's intended purposes.
- 8.3. Supplier guarantees that Deliverable will function properly in normal operation, i.e. in accordance with T&Cs and Order.
- 8.4. Supplier compensate all costs and expenses incurred by Buyer, including, but not limited to, expenses for repairs or replacements made by Buyer.
- 8.5. Unless otherwise specified in Order, Supplier grants Buyer a worldwide, 3-year quality guarantee for Deliverable.
- 8.6. Supplier when the Buyer receives Deliverable transfer to Buyer his rights under the warranty and warranty on Deliverable granted by its producer or seller.
- 8.7. As part of the warranty, Supplier will provide a warranty service ("Warranty Service"), under which it undertakes to remove defects reported in Deliverable by the Buyer or replacement of defective Deliverables, within the time limit set by the Parties, but not more than 2 weeks from the date of notification of the defect
- 8.8. Supplier shall be always responsible for any damages suffered by third party using Deliverables
- 8.9. Any and all warranties herein shall be in addition to any warranties implied by law or otherwise made by Supplier.
- 8.10. The remuneration related to Guarantee Services is included in the Remuneration.

9. Insurance

- 9.1. Unless otherwise provided in the Order, the Supplier shall maintain during performing the Order a general civil liability insurance in relation to conducted business activity up to the amount not lower than 5-times the amount of the Order.
- 9.2. Supplier, within 3 days of acceptance the Order for execution, shall provide Buyers with copies of up-to-date insurance policies confirming the compliance with the obligation set forth in Sec. 9.1. above.

10. Term

These T&Cs shall apply for a specified term stated in the Order and the term of the guarantee and statutory warranty, starting from the date of the Order, unless the Order is earlier terminated. These T&Cs shall cease to apply to the Order in case of execution of a separate agreement in writing between the Supplier and the Buyer.

11. Termination

- 11.1. Buyer is entitled to terminate Order with a 30-day notice period at any time and for any reason.
- 11.2. Buyer may terminate Order at any time, without notice, if Supplier fails to perform or improperly performs any of his obligations under the T&Cs or Order and fails to remedy such a deficiency in accordance with Buyer's requirements within 14 days from the day on which Buyer notifies the Supplier of such infringement.
- 11.3. Supplier may terminate Order at any time if Buyer is in default of payment of the Remuneration for the given Order lasting more than 100 days, if Buyer does not pay Supplier the outstanding amounts within 14 days from the date of receipt of the notification of the delay.

11.4. In any case, the termination must be in writing or in documentary form, otherwise it will be invalid.

11.5. Within 30 days from the date of termination of a given Order, Supplier is obliged to:

- 1) return to the Buyer the unused part of the Remuneration paid in advance by the Buyer, and
- 2) deliver all Deliverables and return all materials or equipment owned by the Buyer to the indicated address, unless the Buyer decides otherwise.

11.6. Parties' rights to terminate Order do not limit or exclude their rights to withdraw from the Order under the law.

12. Independent Contractor Relationship

Acceptance of the Order does not create an employer-employee, agency, joint venture, partnership or similar relationship between the Parties. Each Party shall act solely as an independent and neither Party shall have the right to bind or represent the other Party in any way

13. Subcontractors and Assignment

- 13.1. Supplier may not subcontract entrust to third parties the performance of his obligations under the Order, except with the prior consent of the Buyer given in writing to be valid.
- 13.2. Supplier shall reimburse Buyer for all amounts that Buyer was obliged to pay to the Supplier's subcontractor due to the Supplier's improper performance of the Order.

14. Confidentiality

- 14.1. Parties acknowledge that all information communicated to it by the other shall be received in strict confidence, shall be used only for purposes of performance of the Order, and that no such information shall be disclosed by one Party, its agents or employees without the prior written consent of the other Party.
- 14.2. The applicable rules on confidentiality are regulated in a separate non-disclosure agreement.

15. Personal Data

- 15.1. For the purposes of this T&Cs Personal Data means any personally identifiable information or data that a Party collects or derives from interactions with the other Party, its employees, customers or suppliers or other third parties.
- 15.2. Each Party shall collect, maintain and process Personal Data only for the purposes of performance of this Order or as otherwise directed in writing by the other Party. In doing so each Party shall comply with all applicable privacy and data protection laws and regulations. For the avoidance of doubts, unless otherwise stated in the Order, neither of the Parties entrusts the processing of Personal Data to the other Party (i.e. there is no processor relationship). If the execution of Order includes processing of personal data on behalf of Buyer by the Supplier, the Parties shall enter into an entrusting of data processing agreement.
- 15.3. The Parties shall not transfer Personal Data to any third party without the prior written consent of other Party.

16. Notices

All notices required under this T&Cs must be delivered in writing or documentary form to the address as set forth below:

LG Energy Solution Wrocław Sp. z o.o.

ul. LG 1A Biskupice Podgórne 55-040 Kobierzyce

17. Force Majeure

- 17.1. For purposes of this T&Cs, Force Majeure Event means, with respect to either Party, without limitation by enumeration, an act of God, explosion, accident, fire, epidemic, landslide, lightning, earthquake, storms, flood or similar cataclysmic occurrence; an act of the public enemy, war, blockade, insurrection, riot, civil disturbance, sabotage, lockouts, embargos, martial laws or laws proclaiming the state of emergency whether national or local or other events beyond the Party's control, which, in spite of exercising due diligence by the Party, could not have been foreseen and prevented.
- 17.2. The Party which has been affected by the Force Majeure Event shall as soon as possible inform the other Party in writing of the inability to perform the Order. In the case of being unable to perform the Order for more than 30 days, the other Party shall have the right to immediately terminate the Order upon notice submitted to the other Party, given in writing or otherwise invalid.
- 17.3. After the Force Majeure Event has ceased, the Party which had been affected by it shall inform the other Party in writing of that fact and resume performing the Order.

18. Governing Law and Jurisdiction

- 18.1. These T&Cs and any Orders issued upon them shall be governed by the laws of Poland.
- 18.2. All disputes arising out of this T&Cs or Order or related hereto, shall be amicably settled by the Parties in good faith negotiations. If any dispute hereunder is not resolved amicably the Parties hereby submit to the exclusive jurisdiction of the courts adequate for the venue of Buyer over any disputes under T&Cs or Order.

19. Amendments

Any amendment to T&Cs must be made in writing otherwise it is invalid.

20. Transfer

Neither Party may transfer the rights and obligations arising from the Order without the prior written consent of the other Party expressed in writing, otherwise it is invalid.

21. Severability

- 21.1. If any provision of T&Cs or Order is deemed invalid or unenforceable for any reason, the validity and enforceability of the remaining provisions of T&Cs and the Order shall not be affected or impaired, and all remaining terms of T&Cs or Order remain in full force and effect, and to the extent possible, the Parties shall replace the invalid provision with a new legally valid provision to achieve the purpose of the invalid provision.
- 21.2. The agreement entered into by the Supplier and the Buyer upon acceptance of the Order issued under these T&Cs constitutes the entire understanding among the Parties hereto with respect to the subject matter hereof. All prior negotiations, understandings and agreements between the Parties, or other provisions and rules specified in the general terms and conditions or any other document provided by the Supplier are superseded by these T&Cs.

Biskupice Podgórne, 21.01.2021.