

General Terms & Conditions of provision of Services and Deliverables

These General Terms & Conditions of provision of Services and Deliverables (T&Cs) govern the terms and provision of services entered by LG Energy Solution Wrocław Sp. z o.o. with its registered office at Biskupice Podgórne, 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 ("LG ESWA"), 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 provision of Services and/or Deliverables by the Supplier, as specified in the Orders made by LG ESWA and accompanying Specifications and other documents. Conditions of provision of Services and/or Deliverables by the Supplier not specified in the Order or in the Specification may be further specified in the Conditions Table.
- 1.2. LG ESWA may, but is not obliged to, submit one or more Orders. LG ESWA may submit Orders in writing or electronic / documentary form. Upon reception of an Order, the Supplier shall notify LG ESWA of its acceptance, not later than within 3 working days. In case of lack of response within such timeframe, an Order is deemed accepted.
- 1.3. The Orders and Specifications specify in particular:
 - 1) scope of services or specification of Deliverables;
 - 2) applicable deadlines;
 - 3) project staffing, including project managers of LG ESWA, project managers of the Supplier and Key Personnel, if applicable;
 - 4) remuneration, payment terms, payment deadlines, reimbursable expenses, if any; additional terms and conditions,
 - 5) if applicable, in particular any specific guarantee and maintenance conditions.

2. Definitions:

"**Acceptance Protocol**" means a protocol executed by both Parties as a confirmation of completion of delivery of Services and/or Deliverables or parts thereof.

"**Confidential Information**" has the meaning set forth in sec. 16.2 below.

"**Deliverables**" means the 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. 19 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 and reputation and database rights.

"**Key Personnel**" has the meaning set forth in sec. 5.3 below.

"**Know-how**" means confidential industrial or technical information and ideas, concepts, methodology and techniques in any form, concerning the provision and use of the Services and/or Deliverables.

"**Personal Data**" has the meaning set forth in sec. 17 below.

"**Project Manager**" means each Party's project manager specified in each the Order.

"**Remuneration**" means the remuneration for the performed Services and provided Deliverables set forth in the applicable the Order.

"**Services**" means the services set forth in the applicable the Order.

"**Order**" means document containing the specific terms and conditions that apply to a provision of particular Services and/or Deliverables, as executed by the Parties.

"**Specification**" means document containing the technical details of the Services and/or Deliverables 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 the Service or Deliverables ordered, payment terms, deadlines for the Service or delivery of the Deliverables.

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

"**Supplier Owned System**" means all Systems owned by or licensed to the Supplier.

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

"**Work Product**" means a specific result of the Services to be achieved by the Supplier as defined in the Order.

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

3. Representation and Warranties

- 3.1. Accepting Order, Supplier warrants and represents that:
 - a. 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;
 - b. it is capable of performing the Services or delivering Deliverables under T&Cs and respective Order;
 - c. it has obtained, or will obtain, any and all permits, licenses and/or third party consents, approvals or assignments in a timely manner which are required in order to enable Supplier to provide and LG ESWA to use any Deliverables;
 - d. all Services or Deliverables 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;
 - e. all Services shall be made by Supplier's Personnel sufficiently qualified for their proper performance.
 - f. the Services and Deliverables:
 - will be free from any legal or physical defects;
 - will not, nor will the use thereof, violate any third party rights.
 - g. in case any third parties raise claims against the LG ESWA in connection with any breach of the Intellectual Property rights, or under tort or unfair competition in connection with the LG ESWA use of the Deliverables and/or Services, the Supplier shall undertake all steps necessary to protect the LG ESWA's against such claims or, if the LG ESWA is obligated to satisfy such claims, the Supplier shall compensate all damages incurred by the LG ESWA in connection with such claims and shall pay the LG ESWA all expenses and costs borne by the LG ESWA in connection with such claims.
 - h. the rights listed in the sec. 8 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.
- 3.2. In addition to any other rights or remedies provided in T&Cs or under applicable laws, if the Services, Work Product or Deliverables are not compliant with conditions set forth in T&Cs and/or in the Order, or the Services, Work Product or the Deliverables fail to conform to the applicable representations and warranties specified above, at LG ESWA's sole discretion, Supplier shall, without additional compensation or cost to LG ESWA and without prejudice of other rights of LG ESWA under T&Cs or provisions of law, at LG ESWA's option:
 - a. correct or revise any defects in the Services, Work Product and/or Deliverables; or
 - b. replace the nonconforming Services, Work Product and/or Deliverables; or
 - c. refund all or part of the Remunerations and costs for Services, Work Product and/or Deliverables; or
 - d. provide an alternative, free of charge solution.

- 3.3. LG ESWA declares that he 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. **Provision of Services or Deliverables**
 - 4.1. LG ESWA engages Supplier to provide the Services and/or Deliverables, and Supplier hereby agrees to provide them to LG ESWA.
 - 4.2. Whenever the Order provides for a specific Work Product to be achieved through provision of the Services, the Supplier is obliged to achieve such a Work Product.
 - 4.3. Supplier shall render the Services and Deliverables during the term of Order.
 - 4.4. If under the Order the Supplier is obliged to deliver the Deliverables, the Deliverables shall be provided by the completion dates set forth in the Order.
 - 4.5. If during supply of the Services and/or Deliverables it is necessary for Supplier's Personnel to enter any LG ESWA facility, Supplier shall be responsible for such Supplier's Personnel's compliance with all applicable security and health and safety rules of the LG ESWA facility.
 - 4.6. At LG ESWA's request, Supplier shall provide such information and prepare and submit to LG ESWA such documentation as may be necessary to evidence the progress and results of supply of the Services and/or Deliverables.
 - 4.7. LG ESWA is entitled to control and inspect the provision of the Services and/or Deliverables by the Supplier at all times, without interference to the normal course of activity of the Supplier.
 - 4.8. Upon successful completion of delivery of Services and/or Deliverables compliant with the Order, confirmed if applicable by tests, and/or conducting a quality control or by other measures indicated in the Order, the Parties shall sign the Acceptance Protocol.
5. **Supplier's Personnel**
 - 5.1. Upon LG ESWA's request, Supplier shall exclude from supply of the Services and/or Deliverables any Supplier's Personnel who, in LG ESWA's sole discretion, is engaged in improper conduct or is not qualified to supply the Services and/or Deliverables.
 - 5.2. Each Party may name a Project Manager in the Order. Supplier's Project Manager shall be responsible for the direct management and supervision of Supplier's Personnel in supply of Services and/or Deliverables under the Order and shall be available at all reasonable times to report and confer with the LG ESWA Project Manager. The Supplier's Project Manager will immediately inform LG ESWA of all formal and informal complaints, allegations, accidents, or incidents relating to any Supplier's Personnel's misconduct or workplace safety violation of which the Supplier's Project Manager becomes aware, regardless of the source.
 - 5.3. The Parties may agree that the supply of Services and/or Deliverables under specific the Order shall be performed by the particular individuals specified in the Order ("**Key Personnel**"). Supplier agrees not to replace or reassign any of its Key Personnel assigned to the Services or Deliverables delivery without the prior written consent of LG ESWA except in the case of leave, absence, disability, illness, termination, or death or pursuant to other circumstance which legally requires Supplier to replace or reassign its Key Personnel.
 - 5.4. 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.
6. **Remuneration**
 - 6.1. LG ESWA shall remunerate the Supplier with a Remuneration as set forth in the Order.
 - 6.2. Supplier agrees that LG ESWA shall not be responsible for any taxes, fees or costs that exceed the amounts specified in the Order, or are not pre-approved by LG ESWA in writing.
 - 6.3. The parties agree that the Remuneration shall also include any fees for the transfer of any Intellectual Property rights from the Supplier or granting licenses, in accordance with sec. 8 hereof, in all fields of use specified therein.
 - 6.4. The Remuneration is an agreed lump sum and is not subject to any corrections under any basis, including increase or decrease of labor or goods' costs, including materials and equipment, as well as other expenses related to the Services or Deliverables or other circumstances, including change of laws other than change of VAT rates, unless otherwise provided in the Order. Supplier shall be solely responsible for its own income, profit, and other taxes and all employment-related costs and obligations to Supplier's Personnel, including Subcontractors, incurred in connection with the performance of the Order.
7. **Payment Terms**
 - 7.1. LG ESWA shall make payments to Supplier for properly performed Order within 30 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. If no information is provided in the Order, the invoice shall be issued after the Acceptance Protocol is signed by both Parties.
 - 7.2. Payment for supply of the Services and/or Deliverables shall not constitute LG ESWA's approval or acceptance of the Services or Deliverables.
 - 7.3. If the Supplier is in delay with performing obligations related to Services or Deliverables described in the Order, LG ESWA may delay payment of the amount due with respect to the Services until Services are duly provided. If payment in stages is envisioned in the Order, the preceding provision applies to a given stage of performance of the Services.
 - 7.4. If a dispute arises over payment, LG ESWA shall notify Supplier of the amount in dispute and the basis of such dispute. LG ESWA shall not be in default of its obligation to pay for the invoice while the dispute remains unresolved.
 - 7.5. 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*.
 - 7.6. The Supplier will place the appropriate PKWiU (Polish Classification of Products and Services) codes on each invoice issued for each Service rendered and Combined Nomenclature (CN) for Deliverables delivered.
 - 7.7. LG ESWA may, at any time, deduct his claims under T&Cs (payable and non-payable) with the claims of Supplier.
8. **Intellectual Property Rights**
 - 8.1. The Supplier assigns at the moment specified in Sec. 8.2 to LG ESWA worldwide all present and future Intellectual Property rights existing in or arising in connection with the Services and/or Deliverables, to copyrightable works which are developed specifically for LG ESWA in the performance of the Order including any Know-how and Upgrades, on the following fields of use known at the date of 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:
 - a. usage, fixation and/or multiplication: multiplication by all known techniques, for example, by printing technique or digital technique;
 - b. 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;
 - c. 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;
 - d. 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;
 - e. translation, adaptation, modification, rearrangement or any other change in a computer program;
 - f. distribution, including lending or rental, of computer programs or copies thereof;

- g. modification, alteration or adaptation.
- 8.2. The assignment occurs where the Supplier transfers all materials created in connection with the provision of Services and/or Deliverables, at the latest (i) upon first use of Deliverables subject to such Intellectual Property by or for LG ESWA or (ii) date of providing a Deliverable subject to such Intellectual Property to LG ESWA.
- 8.3. As of the moment of assignment indicated in Sec. 8.2, the Supplier allows LG ESWA and assigns to LG ESWA authorizations to exercise derivative copyrights and is obliged to ensure that the authors shall not exercise their moral rights. At the same time, LG ESWA acquires the exclusive right to authorize the exercise of derivative copyrights.
- 8.4. As of the moment of assignment indicated in Sec. 8.2, the Supplier transfers to LG ESWA within the Remuneration ownership of the media on which the Deliverables are recorded. The media on which the Deliverables are recorded will be delivered to LG ESWA on the day of signing of the Acceptance Protocol.
- 8.5. In case of copyrightable works, which are not developed specifically for LG ESWA in the performance of the Order, but are connected with the use of Services, Deliverables or Work Products ("Licensed Assets"), Supplier undertakes, within the scope of its powers, to grant LG ESWA a worldwide non-exclusive license to use, reproduce and modify Licenses Assets on the fields of use indicated in sec. 8.1. 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 LG ESWA to grant sublicenses. In case of sublicenses granted by LG ESWA, the Supplier is not entitled to any additional remuneration. The Supplier undertakes to refrain from terminating such a license.
- 8.6. All goods, products, samples, documents, recipes and information provided by LG ESWA to Supplier and Intellectual Property rights thereto shall remain the property of LG ESWA. The Supplier will be able to use them only for the purpose of performing contractual obligations between the Parties.
- 9. Liability**
- 9.1. The Supplier is liable for non-performance or improper performance of supply of the Services, Work Product and/or Deliverables.
- 9.2. The Supplier shall pay LG ESWA the contractual penalty in case of:
- delay in performance of Services or delivery of Deliverables in relation to the timeframes set forth in T&Cs, Order and other documents provided by LG ESWA - in the amount of 0,3% of the Remuneration per each day of delay;
 - breach of the provisions of Sec. 16 (Confidentiality), Sec. 8 (Intellectual Property) – in the amount of 10 000,00 EUR per each event of breach;
 - breach of the provisions of Sec. 7.5. and 7.6. (Split payment mechanism) by the Supplier – in the amount of 1 000,00 EUR per each event of breach;
 - breach of the provisions of Sec. 11.2 (Insurance) - in the amount of 0,1% of the Remuneration per each day of delay;
 - termination from the Order by LG ESWA under Sec. 13.2 or withdrawal by LG ESWA from Order for the reasons related to the Supplier - in the amount of 10% of the Remuneration.
- 9.3. The Parties agree that the contractual penalties may be cumulated. LG ESWA may claim damages exceeding the amount of the above contractual penalties.
- 9.4. The Supplier shall indemnify LG ESWA against the obligation to redress the damage which LG ESWA may have towards any entitled third party which occurred in connection with the improper performance or non-performance of supply of the Services and/or Deliverables 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 LG ESWA for any and all damages, compensation and costs (including court fees and costs of legal assistance) incurred by LG ESWA in connection with such claims. For the avoidance of doubts, the provisions of the immediately preceding sentence requiring Supplier to release LG ESWA from liability constitute an agreement for the release from the obligation to perform within the meaning of art. 392 of the Civil Code.
- 9.5. The Supplier shall be liable towards LG ESWA for any damages incurred by LG ESWA in connection with actions of any employee of the Supplier or any other person used by the Supplier while performing the Order.
- 10. Guarantee and Maintenance**
- 10.1. The Supplier hereby guarantees that the Work Products and Deliverables will function properly under normal operating conditions, i.e. in accordance with the Order, subject to the provisions below. The Supplier grants LG ESWA a worldwide, 3-year quality guarantee for Work Products and for mounted materials and devices, ensuring that they will be fit for use for their intended purpose, unless a different period of guarantee was set forth in the Order. In addition, the Supplier, upon signing the Acceptance Protocol, will transfer to LG ESWA its rights under the guarantees and statutory warranty on assembled materials and devices granted by their producers or sellers.
- 10.2. Within the guarantee the Supplier shall provide a guarantee service ("Guarantee Service"), within which it undertakes to remove defects (failures, errors, defects) reported by the LG ESWA or replacement of defective Work Products, Deliverables, assembled materials and devices.
- 10.3. The Supplier shall provide Guarantee Service within the timespan of the guarantee set forth in Sec. 10.1. The Supplier shall have no obligation to provide such Guarantee Service upon any of the following:
- defects resulting from fire, natural disaster, or other event which is not attributable to both Parties;
 - defects from modifications, reconstructions, reorganizations by any person or entity other than Supplier or Supplier's Personnel or authorized by the Supplier or Supplier's Personnel;
- 10.4. Guarantee Service shall be provided immediately and completely upon demand of such service by LG ESWA within standard term from 1 to 5 days.
- 10.5. The Supplier shall appoint one person from the Supplier's Personnel who will be responsible for contact with LG ESWA regarding Guarantee Service and Maintenance.
- 10.6. Additional specific provision regarding Guarantee Service and Maintenance may be stated in the relevant the Order or in a separate agreement.
- 10.7. The remuneration related to Guarantee Services is included in the Remuneration.
- 11. Insurance**
- 11.1. 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.
- 11.2. Supplier, within 3 days of acceptance the Order for execution, shall provide LG ESWA with copies of up-to-date insurance policies confirming the compliance with the obligation set forth in Sec. 11.1. above.
- 12. Term**
- T&Cs shall apply to the terms specified in the Order as well as terms of the guarantee and statutory warranty, starting from the date of the Order, unless it is terminated earlier. T&Cs cease to apply to the Order in the event of a separate written agreement between the Supplier and LG ESWA.
- 13. Termination**
- 13.1. Unless otherwise indicated in the Order, LG ESWA shall be entitled to terminate the Order upon 30-days' notice at any time without cause by giving notice to the other Party.
- 13.2. LG ESWA may terminate Order at any time if the Supplier fails to perform or improperly performs any of its obligations under any Order and fails to remedy such non-performance or improper performance to the satisfaction of LG ESWA within 14 days after LG ESWA notifies the Supplier of such failure.
- 13.3. The Supplier may terminate an Order at any time if LG ESWA is in default (zwlóka) with payment of the Remuneration with respect to a given Order for more than 100 days, and shall not pay the outstanding amounts to the Supplier within 14 days after the Supplier notifies LG ESWA of such default.
- 13.4. In each case the notice of termination must be given in writing or in documentary form, otherwise will be invalid.
- 13.5. Within 30 days of termination of this the Order, Supplier shall:
- settle all amounts due and payable under the terminated Order and refund to LG ESWA the unused portion of any amounts prepaid by LG ESWA, and
- b. deliver all Deliverables and (unfinished) Work Products and return all material or equipment owned by LG ESWA to its designated address, unless LG ESWA decides otherwise.
- 13.6. The termination rights of LG ESWA under Order do not limit or exclude LG ESWA's rights to withdraw from the Order under the law.
- 14. Independent Contractor Relationship**
- 14.1. Acceptance of T&Cs does not create an employer-employee, agency, joint venture, partnership or similar relationship between the Parties. Each Party shall act solely as an independent contractor, and neither Party shall have the right to bind or represent the other Party in any way.
- 14.2. Except as otherwise expressly provided in the Order, Supplier shall supply, at its own expense, and be responsible for, all facilities, equipment, supplies and personnel necessary to meet its obligations under Order.
- 15. Subcontractors and Assignment**
- 15.1. Supplier may not subcontract any of its obligations under Order except with the prior approval of LG ESWA, given in writing otherwise invalid.
- 15.2. The Supplier may not assign or transfer any of its rights or obligations under Order without the prior consent of LG ESWA, given in writing otherwise invalid.
- 15.3. Supplier shall reimburse LG ESWA for all amounts that LG ESWA was obliged to pay to the Supplier's subcontractor due to the Supplier's improper performance of the Order.
- 16. Confidentiality**
- 16.1. The 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 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.
- 16.2. Confidential Information shall mean all information regarding or belonging to a Party, including but not limited to: Know-how, data, documents, techniques, processes, materials, product samples, business plans or other information disclosed directly or indirectly.
- 16.3. The obligations set forth in sec. 16 shall survive the expiry or termination of the Order.
- 16.4. The obligations set forth in this section shall not apply to Confidential Information that the receiving Party can demonstrate:
- was known to the receiving Party prior to its receipt from the disclosing Party, as demonstrated by written records; or
 - was available to the general public prior to its receipt from the disclosing Party or subsequently become available to the public through no fault of the receiving Party; or
 - is obtained by the receiving Party from a third party who is not under an obligation of confidentiality and has a lawful right to make such disclosure; or
 - is required to be disclosed by law.
- 16.5. Confidentiality policies are also set out in a separate confidentiality agreement.
- 17. Personal Data**
- 17.1. 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.
- 17.2. Each Party shall collect, maintain and process Personal Data only for the purposes of the 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 provided Services include processing of personal data on behalf of LG ESWA by the Supplier, the Parties shall enter into a data processing agreement.
- 17.3. The Parties shall not transfer Personal Data to any third party without the prior written consent of other Party.
- 18. Notices**
- All notices required under T&Cs must be delivered in writing to the address as set forth below:
 LG Energy Solution Wrocław Sp. z o.o.
 ul. LG 1A Biskupice Podgórne 55-040 Kobierzyce
- 19. Force Majeure**
- 19.1. 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.
- 19.2. 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.
- 19.3. 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.
- 20. Governing Law and Jurisdiction**
- 20.1. The provisions of the T&Cs as well as the resulting Order are subject to Polish law.
- 20.2. All disputes arising out of T&Cs or the 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 the LG ESWA over any disputes under this T&Cs or Order.
- 21. Amendments**
- Any amendment to T&Cs must be made in writing otherwise it is invalid.
- 22. Severability**
- 22.1. If any provision of T&Cs 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 and the 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.
- 22.2. The agreement entered into by the Supplier and the LG ESWA 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.