

Certified translation from Polish

## GENERAL COMMERCIAL TERMS AND CONDITIONS OF BOHAMET S.A. FOR SHIP-BUILDING INDUSTRY

### GENERAL PROVISIONS

1. These General Commercial Terms and Conditions (hereinafter referred to as the Terms) contain the rules for commercial cooperation – conclusion of contracts for delivery of goods offered by BOHAMET SA with its registered office in Ciele at ul. Toruńska 2, 86-005 Białe Błota (hereinafter referred to as BOHAMET) between BOHAMET, as the Supplier, and a business entity who orders BOHAMET's products (hereinafter referred to as the Buyer) and apply to all and any contracts for delivery/sale of products intended for ship-building industry (hereinafter referred to as the Products).
2. The Terms form an integral part of each BOHAMET's Price Offer, contract for delivery/sale or contract for cooperation to which BOHAMET is a Party and of which the subject is delivery of the Products. The Terms are available for Customers from the website [www.bohamet.pl](http://www.bohamet.pl) and BOHAMET's registered office.
3. The Terms form an integral part of the first order placed by the Buyer. The Buyer (person authorised to act on behalf of the same), by placing an order based on the Price Offer provided by BOHAMET, acknowledges that it has read and understood the Terms and that it accepts the same unconditionally. The above condition is a requirement for commercial cooperation.
4. If the Buyer is unable to read and understand the Terms, it is obliged to inform BOHAMET about this fact prior to order placement; otherwise it shall be deemed that the Buyer has read and understood the Terms and accepted the same unconditionally.
5. By placing an order, the Buyer accepts the Terms. If the Buyer has accepted the Terms by placing an order, it is assumed to have accepted the Terms for all other orders.
6. The Terms take precedence over terms and conditions of purchase contracts determined by the Buyer even if the Buyer states to the contrary in any document submitted to BOHAMET. BOHAMET shall not accept any of such diverse terms and conditions.

### PRICE OFFER

7. The Price Offer is not an offer pursuant to Article 66, paragraph 1 of the Civil Code.
8. The Price Offer is developed based on information provided by the Buyer concerning the Products that the Buyer intends to purchase, including in particular based on drawings, sketches, specifications or templates provided to BOHAMET.
9. BOHAMET reserves the right to change unit prices of the Products in the event that the prices of raw materials used for the process or the prices of energy are increased – by the same percentage as these prices have increased compared to their level as at the date of the Price Offer. This provision refers to unconfirmed orders and orders confirmed by BOHAMET if their fulfilment is to take place within 90 days of their confirmation.

### CONTRACT CONCLUSION PROCEDURE

10. Orders for BOHAMET Products contained in the Price Offer are to be placed only in writing, by quoting the number of the Price Offer and giving the type of the Product, its dimensions, quantity and an expected fulfilment timeframe. Failure to provide the timeframe shall be held to be acceptance of the date indicated by BOHAMET.
11. An order placed by the Buyer (hereinafter referred to as the Order) is deemed to be a purchase offer pursuant to Article 66, paragraph 1 of the Civil Code.



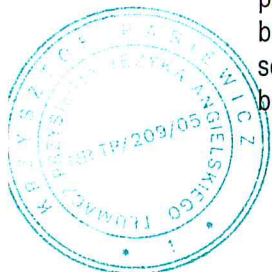
12. BOHAMET may accept the Order in part or reject the same without giving reasons within 10 working days of its receipt. The Order is accepted for fulfilment upon a written confirmation of the Buyer's Order by BOHAMET (hereinafter referred to as the Order Confirmation).
13. If there are discrepancies between the Order and the Order Confirmation, provisions contained in the Order Confirmation prevail and are binding unless written objections have been submitted by the Buyer via e-mail to the address provided in the Order Confirmation within 3 working days of receiving the Order Confirmation. If the Buyer has submitted objections to the Order Confirmation, the Confirmation ceases to be binding upon the Parties unless BOHAMET accepts the objections within 3 working days of their receipt.
14. A valid and binding contract for delivery (hereinafter referred to as the Contract) is entered into upon BOHAMET's written confirmation of the Buyer's Order, if the Buyer has not objected to such confirmation. If BOHAMET accepted objections made by the Buyer, the Contract is deemed entered into upon acceptance of such objections by BOHAMET. Failure to provide Order Confirmation cannot be deemed a silent acceptance of the Order.

#### ORDER FULFILMENT, PAYMENT

15. Deliveries shall take place at the date as agreed and indicated in the Order Confirmation. If the Price Offer is exclusive of the costs of transport, it is assumed that deliveries are made acc. Incoterms 2010 EXW Ciele ul. Toruńska 2, Białe-Błota, Poland.
16. Partial deliveries of ordered Products are allowed.
17. Changes by the Buyer made after Order placement regarding addresses, delivery dates, types and quantities of Products, packaging etc. are possible only upon written consent from BOHAMET. All and any oral representations of BOHAMET's employees must be confirmed in writing in order to be binding. Changes made by the Buyer may result in changes to the order value.
18. The Buyer is obliged to conduct qualitative and quantitative acceptance of delivered Products. Products quantity complaints for bulk packaging are rejected unless they are made upon receiving the Products and confirmed on the delivery note (packing list, goods issue confirmation, consignment note etc.).
19. The Buyer is responsible for ensuring smooth discharge of delivered Products, maximum within 2 hours from arrival at the place of delivery (the responsibility is excluded for deliveries made as per Incoterms 2010, EXW and FCA). If there is an unjustified delay in discharge, the Buyer may be charged with additional fees imposed by the carrier or BOHAMET.
20. If a delivery is made as per Incoterms 2010 EXW Ciele ul. Toruńska 2, Białe-Błota, Poland, the Products must be collected within 14 days of notification to the Buyer of BOHAMET's readiness to release the Products. Upon failure to meet this deadline, BOHAMET may charge Products storage costs.
21. The Buyer is obliged to pay for the Products as per the conditions contained in the Price Offer or the Order Confirmation, however no deductions are allowed unless upon written consent from BOHAMET.
22. Failure to meet the price payment deadline entitles BOHAMET to impose statutory interest.
23. BOHAMET has the right to withdraw from the Contract if the Buyer fails to pay a due advance if such obligation arises from the Price Offer or Order Confirmation. In such case, Order completion time starts upon crediting BOHAMET's bank account with the amount of the advance payment.
24. BOHAMET has the right to withdraw from the Contract if the Buyer has failed to pay its dues arising from fulfilment of previous Orders. In such case, BOHAMET reserves the right to charge the Buyer with the costs incurred in connection with fulfilment of rejected orders.
25. Date of payment for purchased Products is the date of BOHAMET's bank account being credited with the payment amount.

#### FORCE MAJEURE

26. Force majeure is an event occurring after conclusion of the Contract which could not be foreseen or prevented by exercising due diligence (Article 355, paragraph 2 of the Civil Code), which is external to both BOHAMET and the Buyer, in particular if fulfilment of contractual obligations is impossible due to social unrest, strike, lockout, internal fights, revolts, riots, acts of terrorism or sabotage, warfare, port blockades or blockades of other commonly used entrance or exit points, ban on import or export or other



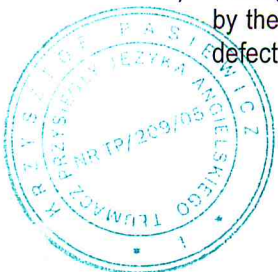
- governmental actions, epidemics, earthquakes, flood and other natural disasters which cannot be overcome by the Parties.
27. In the event that force majeure occurs, the affected Party shall be released from its contractual obligations for the duration of force majeure and the agreed deadlines shall be extended accordingly. This also refers to the situation where subcontractors of BOHAMET are affected by such events and where such situation affects the meeting of agreed dates.
  28. The Party unable to meet its obligations due to force majeure shall immediately notify the other Party in writing about this fact, communicating its effect on fulfilment of its obligations. Besides, the Party affected by force majeure should, within 10 days of force majeure occurrence, submit to the other party a certificate issued by the Chamber of Commerce of its country which confirms the occurrence of force majeure.
  29. The Party affected shall immediately inform the other Party in writing about cessation of force majeure to agree on a new date for fulfilment of contractual obligations.

#### DELAYED DELIVERIES

30. BOHAMET may hold and shall not be required to deliver the goods to the contractual deadline if the value of the existing liabilities of the Buyer to BOHAMET exceeds the value of the credit limit granted to the Buyer by BOHAMET or an insurance company. The Buyer's liabilities are inclusive of liabilities not yet due.
31. If there is a delay in deliveries of the Products caused by factors other than force majeure or the Buyer exceeding the credit limit, the Buyer has the right to calculate contractual fines for delay amounting to 1% of the value of delayed Products per each day of delay; the total amount of the fine may not, however, exceed 10% of the Products' value.

#### BOHAMET'S LIABILITY

32. BOHAMET guarantees compliance of the Products' technical condition with standards and certificates required under applicable legal regulations on Product application.
33. BOHAMET declares that the Products correspond to the description contained in the written Order Confirmation and specification arising from documents indicated therein.
34. BOHAMET's Products come with a 12-month guarantee, as of delivery date. BOHAMET is liable towards the Buyer in respect of warranty for a period corresponding to the period of guarantee.
35. BOHAMET's liability in respect of warranty and guarantee covers all damage/defects of the Products caused by improper quality of raw materials or production defects.
36. Qualitative acceptance of glass should be conducted by the Buyer's representative on BOHAMET's premises before its dispatch and, if the Buyer has not inspected glass quality before its dispatch, complaints about glass mechanical damage shall be accepted only for submissions made directly after delivery.
37. BOHAMET's liability in respect of warranty and guarantee is exclusive of:
  - a) Product shape non-compliance involving the Product not fitting in the opening if the opening vicinities has been deformed (e.g. as a result of improper post-accident repair);
  - b) Mechanical damage (such as cracking, scratching, chippings etc.) caused by other objects coming into contact with the surface;
  - c) Damage caused as a result of improper use or maintenance (cleaning) of the Product;
  - d) Damage caused by abrupt temperature changes (e.g. during Product defrosting using hot water or improper use of the heater);
  - e) Damage caused by internal stress in the Product as a result of improper assembly methodology applied by the Buyer, use of improper assembly materials, application not as per intended purpose or structural defect of the elements in which the Product was installed;



- f) Defects or damage caused by improper pre-installation storage or pre-installation storage not as per manufacturer's recommendations, including in particular ineffective protection against direct effect of external factors such as weather conditions or mechanical effect;
  - g) Delamination and/or cloudiness of laminated or fire-proof glass and polycarbonate panes if improper materials were used for the assembly or the assembly was performed improperly;
  - h) Damage to the equipment on the Product if such damage was caused by improper use and/or improper assembly of elements working with that equipment and other Product installation errors;
  - i) Failure to provide heating functions caused by defects in the Product supply system and/or improper installation of the Product;
  - j) Any damage to the Product as a result of failure to store, install and use the Product as per the relevant handling instructions and recommendations if supplied with the Product or placed on the website [www.bohamet.pl](http://www.bohamet.pl);
  - k) Defects defined as improper Products colour if the arrangements with the Buyer as to the colour were based on the normalised colour palettes without the Customer accepting supplied samples;
  - l) Defects defined as improper glass hue if the Buyer has failed to indicate the manufacturer;
  - m) Damage/defects of the Products caused during their use or assembly/disassembly due to the characteristics pertaining to their use or assembly if such characteristics have not been communicated by the Customer to BOHAMET in writing as part of the documentation (description of factors the Products will be exposed to during assembly and use such as vibration forces, temperature range etc.).
38. BOHAMET is liable towards the Buyer for BOHAMET's non-performance or improper performance of the Contract where BOHAMET is at fault. However, the liability is limited to the actual damage, exclusive of lost profits and its total amount cannot exceed order value and liability in respect of the above Product warranty and guaranty may not exceed the value of defective Products.
39. If damage or defects are found to be present in delivered Products, the Buyer, under pain of losing its rights under guarantee and warranty, is obliged to – within 5 days of defect discovery at the latest – submit complaint to BOHAMET Sales Department via e-mail to the e-mail address [claim@bohamet.pl](mailto:claim@bohamet.pl)
40. Complaints shall be processed within 30 days of BOHAMET receiving written complaint.
41. The Buyer shall be obliged to secure defective Product to enable BOHAMET to inspect the same, i.e. find out about what caused the defect. Failure to secure the Product complained about, preventing BOHAMET from inspecting the same, shall result in BOHAMET being released from its liability for reported defects.
42. By accepting a submitted complaint, BOHAMET undertakes to repair defective Product, deliver a new defect-free Product or return the Product purchase price as BOHAMET thinks fit.
43. BOHAMET's liability for Product defects is exclusive of reimbursement for the costs of assembly, disassembly, transport of the Products and other costs, damage and lost profits sustained by the Buyer.
44. BOHAMET's liability in respect of warranty for defects and in respect of quality guarantee mentioned above is valid only if payment is made for the Products covered by complaint.
45. Complaints concerning damage in transport shall be processed only if a damage report is provided bearing signatures of a driver/freight forwarder/carrier and after placing information on damage in delivery notes (packing list, goods issue confirmation etc.) and after sending photographic documentation of damaged goods on a vehicle (before discharge), providing the vehicle's identification number to the address: [claim@bohamet.pl](mailto:claim@bohamet.pl).

#### CIVIL LIABILITY

46. BOHAMET declares that it has taken out civil liability insurance against civil liability towards the Buyer for damage to property and personal damage, including civil liability in tort, contractual liability, civil liability for defects of products and services rendered, as well as civil liability insurance against damage to the environment, including coverage for all actions and works aimed at removal of such damage. The current value of the insurance specified in the policy refers jointly to the entire scope of insurance, for one and all incidents occurring within a 12-month period of insurance. Such insurance must expressly refer to a specific Contract; however it is BOHAMET's insurance taken out in connection with business



operations and/or owned property of which the scope includes damage caused in connection with execution of specific Contracts.

47. At the Buyer's request, BOHAMET undertakes to send a copy of a valid insurance policy.
48. Where the Buyer requires a wider scope of insurance (apart from the standard insurance taken out by BOHAMET mentioned in item 46 above) or if it wants to secure the Contract with a guarantee (advance payment guarantee, performance guarantee/performance bond, warranty surety / warranty bond, LC), it is obliged to inform BOHAMET about this fact prior to Order placement. The cost of the mentioned additional insurance/security shall be assessed and the Order value shall be increased by the amount of such additional insurance.

#### FINAL STIPULATIONS

49. Provisions contained in the Terms are binding with regard to all Orders of the Buyer fulfilled after receipt of the Price Offer; however, if there are discrepancies among the Terms, Price Offer, Customer's Order or Order Confirmation, the following order of priority applies:
- a) Order Confirmation
  - b) General Commercial Terms and Conditions of "BOHAMET" S.A.
  - c) Order
  - d) Price Offer
- and the rule according to which – if there are diverse provisions contained in the above documents – a provision contained in the document mentioned in subitem marked with the first letter of the alphabet is binding.
50. Polish law, in particular Civil Code regulations, apply to matters unstipulated in the above documents mentioned in item 49 above. The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April 1980 is hereby excluded.
51. It is not allowed to transfer rights arising from the Contract with BOHAMET without written consent from BOHAMET.
52. Any potential disputes arising in connection with execution of the Contract shall be resolved by a court of conciliation, i.e. Arbitration Court at the National Chamber of Commerce in Warsaw.

Herewith I, **Krzysztof Pasiewicz M.A., Sworn Translator in English, TP/209/05**,  
certify this to be a true and correct translation of the Polish document presented to me.  
This document is issued without any erasures or alterations.

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