

GENERAL TERMS OF SERVICE (GTOS) of 31 march 2020

by J. S. Hamilton Poland Spółka z ograniczoną odpowiedzialnością (limited liability company) with its headquarters in Gdynia,

ul. Chwaszczyńska 180, entered into the Register of Entrepreneurs kept

by the District Court of Gdansk-North in Gdansk, VIII Economic Faculty of the National Court Register no.: 0000778120,
Tax Number: 586-000-60-39, National Business Registry Number: 002893048, with registered capital of PLN 6 026 150,00 Zł.

I. Validation

1. These general terms and conditions for the provision of services (hereinafter referred to as GTOS) shall apply only to the provision of laboratory and appraisal-control services by J. S. Hamilton Poland Sp. z o.o. (hereinafter referred to as JSHP) with its headquarters in Gdynia, on behalf of Customers acting as individuals, legal entities and divisions being non-legal entities (hereinafter referred to as Customers). These conditions apply without exception to all future trading relationships established by JSHP with Customers. They will be rendered invalid only in the case of a separate written agreement of performance conditions for this service, established by JSHP in agreement with the person entitled to represent this Customer and to the extent specified in this agreement.
2. JSHP provides laboratory services and appraisal-control, the essence of which are: inspection, verification, sampling, research and laboratory analysis, measurements and the like; Control Reporting and/or Certificates and/or Test Reports certifying results obtained after the performance of these actions; as well as the provision of additional services.
3. Any changes to these GTOS can be made only in a separate agreement concluded with the Customer in writing, under pain of being declared null and void. Cancellations as well as other statements of will and knowledge arising from the legal relationship established by the parties require a written form to remain binding. The agreed changes modifying these GTOS are applicable only to certain parties in the service sector.
4. Any legal relations established between the parties shall be governed exclusively by the applicable provisions of Polish law, in particular the law of 23 April 1964, that is, the Civil Code (Journal of Laws of 2018, entry 1025 as amended, [Dz. U. z 2018 r. poz. 1025 z późn. zm.]).
5. If any provision of these GTOS is held to be invalid, illegal or unenforceable for any reason, this will not affect the validity of the remaining provisions of these GTOS. In case of invalidation, illegal or unenforceable, any provision of the parties shall be obliged to put in this place a valid provision or content as the most appropriate for the mutual intention of the parties.

II. Conclusion of contracts, provision of information, provision of services by third parties, realization

1. The period of tender validity of JSHP is determined on a case by case basis each time in a single sale.
2. The content and scope of each order is always confirmed in writing or electronically, at the address specified by the Customer, after it is received by JSHP. Accepting an order shall not be synonymous with the delivery by JSHP of what the Customer might expect to be an appropriate result. JSHP establishes methods and ways of providing services in consultation with the Customer, on the basis of: established professional knowledge, relevant standards, norms, methods, habits, practices, as well as, if possible, the instructions and recommendations of Customers.
3. Unless otherwise agreed, JSHP is not required to provide information, advice or feedback. If, despite this, information, advice or feedback is provided, it should be understood as non-binding suggestions.

4. In order to fulfill an accepted order pursuant to these GTOS or separate agreements, JSHP is entitled to subcontract the service included in the order to a third party who, in JSHP's assessment, has the appropriate qualifications and competences to perform that order. For the actions of these persons, JSHP is responsible as for its own actions.
5. The Customer undertakes to provide all necessary instructions regarding the volume of the order, in advance of its effective implementation. In addition, if necessary, the Customer guarantees that JSHP representatives will have access to goods, vehicles, warehouses, etc. for the purpose of implementation of the tasks, and in addition, ensures that all the applicable conditions of safety and health at the place of execution of the order will be met.
6. If the Customer requires a Report/Certificate/Test Report to be submitted to a third party, JSHP shall not be in any way liable in respect of that legal entity. No third party may claim any rights to JSHP or its subcontractors arising from the fact that it has come into the possession of a JSHP Report/Certificate/Test Report.
7. Reports/Certificates/Test Reports can be reproduced only by the Customer in full, reflecting the totality of the implemented study.

III. Payment

1. In the absence of other provisions, invoices issued by JSHP after each execution of the order shall be paid within 14 days from the date of issue. All prices arising from the current JSHP price lists are net prices. For Customers who are consumers, JSHP will expose respectively a receipt documenting the sale of services; the provisions of the point III apply accordingly.
2. The Customer agrees and accepts the invoices issued and submitted in electronic form.
3. The Customer agrees that the day of the submission, correction, or duplication of the VAT invoice issued by JSHP would be the day it was sent by e-mail.
4. At the request of the Customer, the invoice in paper form will be issued and sent by traditional mail to the address specified by the Customer within 7 days from the date of the receipt of such a request. For issuing and sending a VAT invoice in paper form, an administrative fee will be charged in the amount of 5 (five) PLN net.
5. The date of payment is the day of crediting funds to JSHP Bank account.
6. For delay in payment, JSHP will require the counterparty to pay statutory interest for delay in trade transactions, in accordance with the provisions of the Act of 8 March 2013 on Payment Terms in Trade Transactions (Journal of Laws of 2016, entry 684 as amended [Dz. U. z 2016 r. poz. 684 z późn. zm.]).
7. JSHP has the right to charge the contractor all expenses related to the recovery of receivables specified in the Act of March 8, 2013 on the terms of payment in trade transactions (Journal of Laws of 2016, entry 684 as amended [Dz. U. z 2016 r. poz. 684 z późn. zm.]).
8. Unless otherwise agreed, the right of JSHP to receive payment or other compensation resulting from the provision of services arises from the moment of its implementation, subject to paragraph III, point 11 of the present GTOS.
9. JSHP reserves the right to increase prices in the case of the specific properties of the samples provided by the

Customer – especially if such properties were unknown JSHP at the time of receipt of the order, and will need more than the standard costs for the service to be delivered. In addition, it is allowed to increase prices in the case of a change in the mandatory provisions of the law, during the implementation of each order, if this leads to an increase in the cost to JSHP necessary to perform the obligation.

10. JSHP has the right to require a prepayment before or during the execution of the order, which will be paid within 3 days from the date the Customer was notified about such a request.

11. In the situation that the continuation or completion of the order through JSHP is impossible due to reasons beyond its control, the Customer will pay a fee in proportion to the amount of work done before the termination. In this case, JSHP will be exempt from liability for the non-fulfillment of the order.

IV. Terms

1. Terms of execution of individual orders are discussed with the Customer at the time of acceptance of the order by JSHP. These terms may be changed upon prior written approval by the parties. The agreed deadlines are not strictly binding on JSHP, if the Customer before proceeding to execute fails to fulfill his obligations with respect to the interaction necessary for the proper execution of the order. In the above case, the date of the final execution of the order will be respectively shifted by the delay time arising from the Customers' actions or negligence.

2. In the situation that JSHP fails to meet the mandatory deadlines, the Customer shall provide JSHP with an additional period of time for the performance of the service covered by the order, equal to no less than 50% of the length of the initial deadline for the delivery of the services. However, the additional period may not be longer than the period originally intended for the performance of the service.

3. The Customer is obliged to inform JSHP in writing about any concerns related to the quality of the implemented order within 14 days after the receipt of confirmation order completion. Otherwise, it is assumed that the services have been accepted as flawless.

V. Liability

1. JSHP accepts its liability only in case of harm or damage unambiguously proven by the Customer. JSHP's liability to the Customer in respect of claims related to loss, financial or otherwise, regardless of its nature, suffered indirectly or directly in connection with the services performed, in no case will exceed 10 times (in words: ten) the amount of total payment for the service, and shall not be higher than the equivalent of 10,000 euros (in words: ten thousand euros), calculated at the average rate of NBP (National Bank of Poland) on the date of payment of the compensation. If the payment for the service relates to a number of individual actions, and the complaint arises in relation to one of them, the amount of the payment, which is the basis for determining liability, within the meaning of this paragraph, will apply only to actions that relate to the complaint.

2. JSHP has a civil liability insurance in the field of professional activities.

VI. Samples

1. If the Customer needs to provide samples for the execution of the order, the Customer shall bear the costs

and risks of the delivery to the specified JSHP location. This rule does not apply when the material of the samples is received from the Customer by JSHP in the time and place agreed upon under a separate agreement. If the samples are delivered by the Customer through a postal operator or other entities providing courier services, the Customer is obliged to assure an appropriate packaging and to take into account all possible recommendations issued by JSHP. All kinds of dangerous materials, harmful and destructive substances may be submitted only after prior agreement with JSHP.

2. To ensure the safety of JSHP and its employees, the Customer for the shipment and transfer of hazardous substances is required to include a visible marking on the package of samples in accordance with the Regulations of the Minister of Health of 20 April 2012 on the labelling of packages of hazardous substances, hazardous mixtures and certain mixtures (Journal of Laws of 2015, item 450 [Dz. U. z 2015 r. poz. 450]). The Customer bears full liability for any damage or harm caused to JSHP or its employees as a result of a breach of the above obligations.

3. The Customer is fully liable for any damage caused by the dangerous or harmful properties of the samples, in case the danger associated with the attached samples, being hazardous substances in accordance with provisions of paragraph 2 of the respective law, has not been reported in writing to JSHP.

4. Test Reports refer only to the parameters of the test sample, and not to the batch from which it was collected, unless the order for JSHP includes sample collection, averaging and analysis in conjunction.

5. Reports/Certificates/Test Reports refer only to the results, facts and circumstances identified at the time and place of the delivery of services.

6. Unless otherwise agreed, JSHP is not obliged to store samples for a period exceeding one month from the date of sample collection/receipt unless the nature of the sample imposes a shorter period. Sample material that has not been used or processed in the course of the service will be stored or disposed of at the Customer's expense unless the parties decide otherwise. If the material from the samples represents special waste, JSHP can send it back to the Customer at his expense.

VII. Right of lien

In case of objectively justified doubts about the solvency of the Customer, JSHP may suspend the further performance of services until the payment of the entire amount due – as well as of payments for previously executed orders, for which invoices or receipts have been issued, and payment has not occurred within the prescribed period – is made in full to JSHP's bank account.

VIII. Confidentiality and copyright

1. JSHP shall hold the copyrights for the reviews, expert opinions, test reports and analysis made upon the Customer's request, in respect of which such rights may arise.

2. JSHP may provide the results of the analysis and other information obtained in connection with the executed order exclusively to the Customer, unless agreed otherwise between the parties, in particular when the Customer has agreed in writing to provide the above documents to third parties.

3. Each of the Parties undertakes to keep the trade secret of the other Party during the term of the agreement and after the termination of it.

4. Trade secret is understood as any information (whether technical, technological, organizational, personnel-related or other), undisclosed to the public, and referring to the business activities of any of the Parties, or to their enterprise, as well as the terms of contracts and offers, in respect of which the parties have taken measures to respect their confidentiality, including the scope of the services performed by JSHP for the Customer.

5. Transfer, exchange, use, distribution, etc. by any of the Parties of the information that is not considered a trade secret, in the form of public speeches, conferences, trainings, can be carried out only with the written consent of the other Party.

IX. Final provisions

1. Any disputes arising in connection with these GTOS or contracts to which the provisions apply shall be settled by the court having jurisdiction over JSHP's headquarters.

2. GTOS, and the agreements to which the provisions apply, are governed by the Polish law.

3. The content of these GTOS was approved in JSHP's Board resolution of 31 march 2020, and shall enter into force on the date the abovementioned resolution was assumed.

These General Terms of Service are published online at: www.hamilton.com.pl