

§ 1 Applicability

1. These General Terms and Conditions of Cooperation (hereinafter referred to as the "GTC") shall apply to the purchase of goods, materials or services (hereinafter referred to as the "Deliveries") from suppliers (hereinafter referred to as the "Suppliers") by SWISS ROTORS Sp. z o. o. with its registered office in Warsaw (address: Warsaw 00-843, Rondo Ignacego Daszyńskiego 2B, entered into the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, XII Commercial Division of the National Court Register under number 0000008914, NIP: 586-00-17-379, REGON: 190539421, share capital: PLN 549,000.00), who is an entrepreneur within the meaning of the Act of 6 March 2018. Entrepreneurs' Law (as amended).

2. These GTC constitute the sole basis for the execution of all Deliveries to us and are an integral part of our contracts and orders in this respect. Other general terms and conditions or similar documents used by the Suppliers are binding only if they are expressly accepted by a person authorized to represent SWISS ROTORS in accordance with the current information from the National Court Register, in each case in relation to a single Delivery in writing or by e-mail, otherwise they will be null and void. Our consent to the application of other terms and conditions cannot be presumed from the mere fact of silence or the absence of express objection by us, the payment of remuneration or acceptance of the Supplier's offer.

3. The content of orders placed by SWISS ROTORS, the offer accepted by SWISS ROTORS or the concluded contract, together with the technical specification and these GTC, constitutes the entire agreement between SWISS ROTORS and the Supplier, and in the event of any contradiction with the content of the offer or previous negotiations and arrangements, it shall prevail over their provisions, unless expressly stipulated otherwise – in writing or via e-mail, under pain of nullity. In the event of a conflict between these GTC and the content of an order placed by SWISS ROTORS, the content of the order shall prevail, subject to paragraph 2 of this paragraph.

4. These GTC constitute an integral part of the agreement between SWISS ROTORS and the Supplier and are binding on the Parties without the need to make a separate statement in this respect. If the GTC is not attached to the order of SWISS ROTORS, the Supplier is bound by the GTC with the content published on the SWISS ROTORS website: www.swissrotors.com, valid on the date of the Supplier's offer, placing the order by SWISS ROTORS or concluding the contract.

5. The Supplier's submission of an offer, acceptance of an order by SWISS ROTORS or commencement of the order in any way constitutes acceptance of all provisions of these GTC. The offer of SWISS ROTORS can only be accepted without reservations. SWISS ROTORS does not conclude contracts under the conditions set out in Article 3854 of the Civil Code.

6. These GTC applicable to a single Delivery are binding for all future Deliveries, regardless of whether SWISS ROTORS refers to them when placing an order.

§ 2 Scope of supply

1. The scope of Deliveries is determined in each case by the offer accepted by SWISS ROTORS, the order placed or the concluded contract.

2. We are entitled to withdraw from the contract or cancel the order by means of a statement made in writing or via e-mail: a. in any case, but not later than within 5 working days from the date of concluding the contract, placing an order or accepting the Supplier's offer; b. notwithstanding letter a above, each time within 3 working days from the date of receipt of information from the Supplier regarding the need to change the date or scope of the Delivery; c. notwithstanding letters a and b above, in each case on terms and conditions agreed individually or applied as standard by the Supplier.

3. In the cases referred to in paragraph 2 above, the Supplier shall not be entitled to any claims against SWISS ROTORS.

4. We are entitled to change the scope of the Delivery at any time. If the changes are associated with additional costs on the part of the Supplier

or the need to adjust the Delivery schedule, then the Parties will agree on new terms of Deliveries and SWISS ROTORS will not be liable to the Supplier for non-performance or improper performance of the contract.

5. In the event of disagreement between the Parties regarding the new terms of Deliveries, SWISS ROTORS is entitled to withdraw from the agreement or cancel the order, by a statement made in writing or via e-mail, within 30 days from the date of completion of negotiations regarding the change of the terms of Deliveries. In this case, the Supplier shall not be entitled to any claims against SWISS ROTORS.

§ 3 Conclusion of the Agreement

1. All costs related to the preparation of calculations, valuations, offers, negotiations and conclusion or amendment of the contract shall be borne by the Supplier.

2. Conducting negotiations with the Supplier and submitting a request for proposal or a request for quotation is only aimed at verifying or specifying the terms of possible cooperation and does not give rise to any claims on the part of the Supplier for the conclusion of the Agreement.

3. In order to conclude an agreement with SWISS ROTORS, an unequivocal statement by SWISS ROTORS is in any case necessary, expressed in writing or by e-mail, otherwise it is null and void and acceptance by the Supplier of these GTC, subject to § 1 section 2.

4. The Agreement may be concluded in the form of: a. a written agreement concluded between SWISS ROTORS and the Supplier; b. a unilateral order signed by SWISS ROTORS or an offer of the Supplier accepted by SWISS ROTORS. In the case of orders placed by SWISS ROTORS, the Supplier is obliged to submit to SWISS ROTORS a statement via e-mail whether he accepts the order for execution or refuses to process the order. Failure to respond within the indicated time limit is tantamount to acceptance and acceptance of the order for implementation.

§ 4 Method of Delivery

1. The place of delivery is the registered office of SWISS ROTORS, unless SWISS ROTORS has expressly stipulated otherwise in writing or via e-mail, otherwise it will be null and void.

2. We are entitled to change the place of delivery at any time, however, in advance to enable the correct execution of the respective Delivery.

3. For each order, offer or contract concluded, the Supplier must indicate to SWISS ROTORS a contact person for matters related to the execution of the Delivery and a person responsible for the quality of the Deliveries.

4. The contact person appointed by the Supplier must be authorised to act on behalf of and for the Supplier in the execution of the Delivery in question, and any possible notifications and declarations of intent and knowledge on the part of SWISS ROTORS may be addressed to this person, including the contact details provided by the Supplier.

5. The person appointed by the Supplier as the person responsible for the quality of Deliveries should have the necessary authorizations to enable and ensure proper representation of the Supplier in all matters related to the quality of the Delivery and provide the necessary support, assistance and the possibility of ongoing contact in connection with the quality problems and other non-conformities reported by SWISS ROTORS.

6. Deliveries will be made within the time limit specified in the offer accepted by SWISS ROTORS, placed order or concluded contract. The Supplier undertakes to comply with the Delivery times. A change of the Delivery date may only take place with the express consent of SWISS ROTORS expressed in writing or by e-mail, otherwise it will be null and void.

7. The condition for acceptance and receipt of the Delivery by SWISS ROTORS is prior notification of the arrival of the Delivery (notification) made in writing or by e-mail, at least 24 hours before the scheduled time of arrival of the Delivery. Refusal to accept or accept the Delivery by SWISS ROTORS due to the lack of notification does not constitute non-performance or improper performance of the obligation.

8. Before the agreed deadline for the execution of Deliveries, SWISS ROTORS is not obliged to accept or accept the Deliveries. In the event of acceptance or acceptance of the Delivery before the agreed date, the Supplier is obliged to pay to SWISS ROTORS the remuneration for the storage of the goods in the amount of 0.05% of the net value of the goods for each day falling before the agreed date of completion of the Delivery. VAT will be added to the above-mentioned remuneration in the amount applicable at the time of issuing the VAT invoice. We are entitled to set off the remuneration for the storage of the goods against the remuneration due to the Supplier for the execution of all, both previous and future Deliveries to us.

9. The Supplier is obliged to immediately inform SWISS ROTORS of events that may result in a delay in the execution of Deliveries – in writing or by e-mail. The notification does not release the Supplier from liability to us for non-performance or improper performance of the contract.

10. In the event of a delayed shipment of a Delivery that makes it impossible for it to be delivered to us within the specified time, we may require the Supplier or arrange special transport on its own, and the related costs, in particular the costs of additional, express (e.g. air) or dedicated transport, will be borne by the Supplier. If these costs are initially incurred by SWISS ROTORS, the Supplier shall be obliged to reimburse SWISS ROTORS in full immediately.

11. In the event of delays in the execution of the Delivery, we shall be entitled to demand from the Supplier a contractual penalty in the amount of 1% of the value of the single Delivery to which the delay relates, for each day of delay, provided that the total amount of contractual penalties for the delay of a single Delivery may not exceed 30% of the value of this Delivery. SWISS ROTORS has the right to claim damages in excess of the amount of the stipulated contractual penalty in accordance with the general principles of the Civil Code.

12. Notwithstanding our other rights in the event of delays in the Delivery, if the delay in the Delivery exceeds 3 working days, we are entitled to withdraw from the contract and cancel the Delivery in whole or in part, at its choice. In such a case, the statement of withdrawal may be submitted within 14 days from the date on which the delay exceeded the period of 3 working days. The supplier will not be entitled to any claims against SWISS ROTORS in such a situation.

13. In the case provided for in paragraphs 11 or 12 above, SWISS ROTORS shall be entitled to demand compensation from the Supplier for the damage in the full amount, including indirect (consequential) damages, lost profits and additional costs incurred in connection with the need to obtain the subject of Delivery from third parties, including, but not limited to, transport costs caused by the need to provide a replacement delivery within the originally agreed time, the costs of negotiating and concluding a contract with a third party, as well as any damages and contractual penalties imposed on us in connection with the non-performance or improper performance of our obligations towards third parties related to the Supplier's delay.

14. All costs of Deliveries, including in particular, but not limited to, the costs of delivering the goods to our registered office or other place of delivery, costs of providing services, transport costs, all taxes and other public charges related to the Delivery shall be borne by the Supplier within the agreed price, except for public law charges charged to us by law.

§ 5 Transport and packaging requirements

1. Products delivered as part of the Deliveries should be properly packaged in a way that ensures their protection against damage or destruction, in particular during land, air or sea transport (including those lasting more than a month), and the packaging should meet all environmental protection standards resulting from generally applicable laws and internal requirements of SWISS ROTORS, in particular the requirements set out in these GTC.

2. All single-use materials and packaging should meet the legal requirements for safe processing and recycling. In any case, we may charge the Supplier for the disposal of disposable packaging, including fillers or other internal protections, after the Delivery, unless the Supplier collects the used packaging immediately after being called for

collection.

3. The packaging should ensure proper and undisturbed transport of the consignment and be properly closed in a way that prevents access to the contents of the consignment by third parties.

4. The size, filling, strength and type of packaging should always be adapted to the content, shape and weight of the shipment and the nature of the Delivery. All packaging must have a uniform and regular shape, and any free spaces should be minimised by the use of partitions and fillings or other appropriate internal protection.

5. The packaging must not be worn out or damaged, and all its elements should be free of dirt, stains, foreign materials or previous markings not related to a given Delivery.

6. Each shipment must be marked with appropriate warning stickers, e.g. "caution glass" or "top/bottom", required warnings for hazardous materials and substances, and unit labels and collective labels.

7. Individual elements of the shipment with a lighter weight should be placed on the heavier elements, and the center of gravity should be properly located.

8. The quantity of goods and packaging, as well as all descriptions and markings on the packaging, must be fully consistent with the consignment note, and all documentation required by law regarding the goods to be delivered, including proof of the correct customs clearance of the shipment, should be provided to us at the latest upon the release of the Delivery to us ROTORS.

9. All labels should be placed in a visible place on the outside of the package.

10. In the case of shipments delivered on pallets, the Supplier should use only undamaged, wooden and reusable pallets with maximum dimensions of 120 cm x 80 cm and a maximum height of 200 cm placed on them. Each shipment should be permanently attached to the pallet, in particular with stretch foil or binding tapes, and no part of it can protrude beyond the pallet. All shipments of unusual shapes or sizes should be packaged in a way that prevents damage to these or other shipments.

11. If any part of the shipment protrudes beyond the pallet, the entire shipment must be properly secured and all costs related to the transport of the non-standard shipment and related to damage to the shipment during transport are borne by the Supplier.

12. The number of individual packages on one pallet and the final dimensions of the pallet must comply with the requirements of the transport service provider.

13. The supplier bears all responsibility for the quality of packaging appropriate to the nature and content of the consignment and for handing over the consignment to the transport service contractor in a condition that ensures proper transport and prevents contamination, loss, loss or damage to the consignment.

§ 6 Legal requirements

1. All goods, materials, preparations and substances being the subject of Deliveries and their elements must meet all standards resulting from the provisions of generally applicable law and ensure the possibility of proper certification of the final product. In particular, the Supplier undertakes to comply with the restrictions on hazardous, toxic or prohibited materials, as well as the environmental restrictions, applicable both in the country where the products are manufactured and in the country in which they are to be placed on the market.

2. The Supplier guarantees that the preparations, substances or other materials and commodities that it manufactures or markets do not have a harmful effect on human health or the environment and that the Supplier complies with all requirements, obligations and standards resulting from Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) and establishing a European Agency Chemicals, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission

Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC (as amended). In particular, the Supplier undertakes to provide SWISS ROTORS with the Safety Data Sheet for each substance or material supplied, in an electronic version, in Polish, in accordance with the template constituting Annex II to this Regulation, taking into account subsequent amendments to the Regulation. The supplier is obliged to update the Safety Data Sheet each time in the event of any changes in relation to the previously presented one. A mark confirming compliance with the REACH Regulation should be placed on each individual shipment that is the subject of Delivery.

3. If the goods or items supplied as part of a Delivery require UL certification marks, the Supplier is obliged to issue a certificate of compliance with the UL to SWISS ROTORS with each Delivery and to affix the appropriate information and symbol to the goods or item.

4. The supplier shall not supply SWISS ROTORS with any preparations, substances, materials or goods that do not meet the requirements set out in this paragraph.

§ 7 Qualitative and quantitative requirements

1. We have the right to inspect the quality of the Deliveries at any time, also before the delivery date, including at the Supplier's premises or at the place of Delivery, if the nature of the Delivery allows it. The control of the Delivery after its completion may include verification of the correctness and completeness of the documentation provided, its compliance with the order, packaging control, quality control of individual elements of the Delivery and quantity control.

2. Notwithstanding the above, we shall in no case be obliged to examine the Delivery or to carry out inspections, and the failure of us to do so shall not deprive us of any warranty claims and shall not release the Supplier from liability for the compliance of the Delivery with the offer accepted by us, the order placed, the contract concluded and the specification provided, as well as all the requirements indicated in the GTC and mandatory provisions of law.

3. In order to ensure the quality of the products, the Supplier is obliged to inform SWISS ROTORS about it and obtain its approval in writing, under pain of nullity, before introducing any changes in the production process, supply chain or composition of the materials used. The obligation referred to in the preceding sentence applies in particular to changes in the production process, changes in materials or changes in the source of material, change in the place of production, change in the construction of an element, introduction of a new, modified tool or functionality, changes in the ownership of the Supplier or takeover or transformation of the Supplier's structure or legal form. We are entitled to refuse to accept the change or to make it conditional on the Supplier providing additional information. The supplier is obliged to record all changes, in particular the dates for implementing changes in production, and to immediately provide SWISS ROTORS with documentation confirming the changes, at each request of SWISS ROTORS.

4. The Supplier is also obliged to inform us of the intention to withdraw the components that were previously ordered by us at least six months before such withdrawal, while allowing us to place an order for the next Delivery of the component within 1 month from the date of receipt of the notification by us in this respect, in accordance with the existing rules.

§ 8 Warranty and guarantee

1. The Supplier warrants that the subject of the Deliveries complies with the requirements specified in the order placed by SWISS ROTORS, the offer accepted by SWISS ROTORS or the concluded contract and that it is free from physical and legal defects and fit for the intended purpose, including the purpose implied on the basis of all instructions and information provided to the Supplier by SWISS ROTORS.

2. The Supplier grants SWISS ROTORS a guarantee for the subject of the Deliveries, with all rights under the warranty.

3. The guarantee is granted for the period specified in the order placed by SWISS ROTORS, the offer accepted by SWISS ROTORS or the concluded contract, but in each case for a period of not less than 12 months and is

calculated from the date of transfer of risk to SWISS ROTORS. The same period applies to the warranty, unless SWISS ROTORS can benefit from a longer warranty period on the basis of mandatory provisions.

4. During the warranty period, the Supplier undertakes to remove all defects in the subject of Delivery immediately, no later than within 30 days from notifying the Supplier of the defect at its own expense (including the cost of replacement, repair of the goods, the cost of labour, materials, transport, disassembly and reassembly and any indirect costs) and within the price specified in the order placed by SWISS ROTORS, the offer accepted by SWISS ROTORS, or the concluded contract. The warranty and guarantee cover all defects in the subject of the Delivery disclosed during the warranty period, except for defects caused by the fault of SWISS ROTORS.

5. Notwithstanding our other rights under mandatory provisions of law and these GTC, in the event of delays in the removal of defects or lack of contact from the Supplier for a period exceeding 7 days from the date of notification of the defect to the Supplier, we shall be entitled to have the defects removed or commissioned to a third party to remove the defects on its own, at the expense and risk of the Supplier. Any action by us in such a case shall not deprive us of any warranty rights.

6. In the event of delays in the performance of the Supplier's obligations under the guarantee or warranty, SWISS ROTORS shall additionally be entitled to demand from the Supplier a contractual penalty in the amount of 1% of the value of the Delivery to which the complaint relates, for each day of delay, provided that the total amount of contractual penalties in this respect may not exceed 30% of the value of this Delivery. SWISS ROTORS has the right to claim damages in excess of the amount of the stipulated contractual penalty under the general principles of the Civil Code.

§ 9 Detailed procedure in the event of non-compliance

1. Any deviation from the requirements set out in the technical specification accepted by SWISS ROTORS, the order placed, the concluded contract or these GTC regarding the quality or quantity of elements within the Delivery is considered to be a non-conformity.

2. The Supplier shall be obliged to inform SWISS ROTORS of any suspicion of non-compliance of the shipped elements and Deliveries in progress before they are discovered by SWISS ROTORS.

3. In the event of any non-compliance, we are entitled to exercise the rights under § 8 of these GTC and the procedure described below will apply.

4. We notify the Supplier in writing or by e-mail of any non-conformities found (complaint).

5. The supplier is obliged to acknowledge receipt of the complaint within 24 hours of receipt, at the same time to send a 3D report and immediately initiate the necessary measures to protect SWISS ROTORS and its customers against the consequences of non-compliance. In particular, the Supplier is obliged to replace the non-compliant material or sort individual elements of the Deliveries.

6. Unless the Parties have agreed otherwise in writing or by e-mail, under pain of nullity, the Supplier is obliged to collect the elements and materials affected by the non-conformities – at its own expense and risk – within 5 working days from the date of filing the complaint, from the place indicated by SWISS ROTORS and at the hours agreed with it. If the Supplier does not collect the goods subject to the complaint or does not organize their collection and transport by the selected transport service provider, SWISS ROTORS will be entitled to independently organize the transport and return of the goods covered by the complaint, to which the Supplier agrees. The associated costs will be borne by the Supplier and, if initially incurred by SWISS ROTORS, the Supplier will be obliged to reimburse them to SWISS ROTORS in full immediately.

7. The choice of rights related to non-conformities is at the sole discretion of SWISS ROTORS. We may request that the Supplier repair or replace the goods or return the goods with a full refund of the price and any additional costs related to the Delivery, in particular transport costs and customs duties, including customs duties.

8. In the event that non-conformities affect the continuity of production at SWISS ROTORS, the Supplier is obliged to take the necessary preventive and corrective measures, in particular to immediately deliver a new batch of material, repair non-compliant elements or sort the material. The supplier is obliged to reimburse SWISS ROTORS for all costs related to the complaint, in particular, but not limited to, the costs of checking, sorting, reworking, repairing, dismantling the material or component affected by the non-conformity. For the purposes of calculating the costs of complaints, the Parties use as a basis the rates for each man-hour of an employee in the amount of PLN 60 or EUR 15 in the case of production employees and in the amount of PLN 100 or EUR 25 in the case of the need to engage an engineer or specialized equipment or tools.

9. Notwithstanding any other rights provided for in these GTC, the Supplier may be charged by SWISS ROTORS for all costs of production of the final product in the event that the non-compliance of the component in question constituted a latent defect that cannot be altered, or the modification is not justified for economic or technological reasons on the part of SWISS ROTORS or constituted a latent defect that caused damage to other materials.

10. The Parties may at any time agree in writing, under pain of nullity, different methods of handling the complaint, in particular by: · 100% inspection of the material at the place and time indicated by SWISS ROTORS in order to separate the non-compliant material from the non-compliant material and return the non-compliant material to the Supplier - at the Supplier's expense. · 100% inspection at the place and time indicated by SWISS ROTORS and repair of non-compliant material - at the Supplier's expense. · Full correction of the VAT invoice including transport costs, depending on the demand for a given element and its impact on the continuity of production at SWISS ROTORS.

11. In the case of each complaint, the Supplier is obliged to submit an 8D report to SWISS ROTORS within 21 calendar days from the date of its submission. 14. The complaint should be considered and processed (settled) no later than within 30 calendar days from its submission. Handling a complaint is understood as its closure along with financial settlements.

12. In exceptional cases, SWISS ROTORS may accept in writing, under pain of nullity, slight deviations from the specification, provided that the Supplier immediately takes the necessary corrective and corrective actions, including in particular the presentation of the 8D report within 30 calendar days from the date of filing the complaint.

13. Failure to take corrective actions, including in particular failure to submit the 8D report within the above-mentioned deadline may result in the termination of business cooperation with the Supplier and withdrawal from the contract (in the scope of Completed Deliveries, Deliveries in progress and Unfulfilled Deliveries) by SWISS ROTORS, without any claims on the part of the Supplier. In this case, we will call on the Supplier to take corrective action and remedy the violations within a period of not less than 7 days. Withdrawal from the agreement may take place within 7 days from the ineffective expiry of the deadline set in this respect.

§ 10 Ownership, transfer of risk

1. The risk of accidental loss or damage to any items included in the Delivery shall pass to us upon delivery to the correct Delivery location.

2. In the absence of separate arrangements made in writing, under pain of nullity, the ownership of all items being the subject of Deliveries shall be transferred to SWISS ROTORS upon their delivery to the appropriate place of delivery or upon payment – whichever occurs first.

3. If, as a result of the Deliveries, the movables belonging to the Supplier are combined or mixed with the movables owned by SWISS ROTORS, SWISS ROTORS becomes the owner of all the new goods resulting from such combination or mixing at the moment of its execution, within the agreed price.

§ 11 Basic obligations of the Supplier

1. The Supplier is obliged to carry out the Deliveries with the utmost

professional diligence, which is required of persons professionally performing a given business activity.

2. Within the scope of the Delivery, the Supplier is obliged to comply with the established ethical principles, as well as the latest state of knowledge and technology.

3. The Supplier is obliged to independently and actively obtain from SWISS ROTORS all information, data and documents necessary for the proper execution of Deliveries. The Supplier shall immediately notify SWISS ROTORS of any deficiencies, defects or contradictions in the information, data or documents provided, indicating at the same time possible alternative solutions, within the agreed Delivery price.

4. The execution of each Delivery must be confirmed by an appropriate document, in particular a consignment note or a delivery and acceptance protocol signed by a person authorized to act on behalf of SWISS ROTORS.

5. The Supplier is obliged to insure the Delivery for the time of its transport to the appropriate place of Delivery and to use only transport service contractors who ensure the possibility of tracking the shipment.

6. The Supplier is obliged to inform all sub-suppliers from its supply chain about the requirements contained in these GTC and to ensure that all sub-suppliers meet the requirements specified in these GTC or other equivalent requirements provided for by the provisions of generally applicable law.

§ 12 Liability

1. The Supplier is obliged to hold and maintain for the period of Deliveries and for a period of 12 months after the planned date of completion of Deliveries, but not shorter than during the guarantee and warranty period, a third party liability insurance policy providing insurance cover against civil liability, tort and contract liability related to the performance of Deliveries for a guarantee sum not lower than PLN 1,000,000. The insurance cover should cover material damage, personal injury, losses, lost profits, damage caused by subcontractors, damage related to the marketing of the product and its withdrawals from the market. The supplier is obliged to provide proof of the existence of insurance cover immediately upon request from SWISS ROTORS.

2. The Supplier shall be fully liable for any claims of third parties, including personal injury and material damage, related to defects, delays or incompleteness of the Deliveries.

3. We shall be entitled to demand and claim from the Supplier any court costs and costs of legal representation, as well as any damages awarded to third parties in connection with defects, delays or incompleteness of Deliveries, regardless of any other claims we may have under these GTC, the offer accepted by us, the order placed or the contract concluded, and without any limitation of value.

4. The Supplier undertakes to replace and indemnify SWISS ROTORS against any claims of third parties related to the infringement of copyrights, patents, trademarks or other intellectual and industrial property rights by the Delivery Item, if the use of the Delivery Item by SWISS ROTORS violates the rights of third parties in any way. The Supplier undertakes in particular to enter into any judicial or administrative proceedings in this regard in place of or alongside SWISS ROTORS and to pay all costs incurred by SWISS ROTORS and to pay any awarded or agreed damages to third parties.

§ 13 Assignment

1. The Supplier may not transfer the rights and obligations arising from the contract concluded with us to third parties without the prior written consent of us under pain of nullity.

2. We are entitled to transfer the rights and obligations arising from the contract to another entity at any time, to which the Supplier agrees.

§ 14 Remuneration and payments

1. All agreed prices of Deliveries are net prices to which VAT will be added in the amount applicable at the time of issuing the VAT invoice, if

the Supplier is obliged to charge VAT.

2. In settlements with SWISS ROTORS for completed Deliveries, only the prices finally agreed in the offer accepted by SWISS ROTORS, placed order or concluded contract shall apply. Any price changes are only binding if SWISS ROTORS agrees in writing or by e-mail, otherwise it will be null and void.

3. The basis for payment from SWISS ROTORS to the Supplier will be only VAT invoices issued in accordance with applicable regulations and in each case no later than 7 days before the date of Delivery.

4. The remuneration for the Supplier shall be payable within not less than 30 calendar days from the date of delivery of a correctly issued invoice/VAT invoice to SWISS ROTORS, to the bank account indicated on the invoice.

5. The Supplier shall be liable to SWISS ROTORS for any damage related to the subsequent determination of the tax liability towards SWISS ROTORS in the event that the invoice issued by the Supplier is found to be incorrect in terms of formal, legal or material aspects by the competent tax authorities.

6. The date of payment shall be the day on which the bank account of SWISS ROTORS is debited.

7. Payment of the amount due under a given invoice does not in any case mean that the Delivery is considered timely, complete or free from defects or resignation from any claims in this respect.

8. We may withhold payment of any amounts due to the Supplier if we file a complaint regarding the incompleteness or other defects and defects of the Delivery, in the part corresponding to the value of the disputed Delivery. The exercise of the above rights by us shall not be considered as a failure to perform or improper performance of our obligations.

9. Set-off of mutual receivables by the Supplier towards SWISS ROTORS is allowed only if the Supplier's receivables have been confirmed by an enforceable title or have been unequivocally accepted by SWISS ROTORS in writing, otherwise they will be null and void.

§ 16 Unacceptable actions of the Supplier

1. The Supplier undertakes not to provide, directly or indirectly, any financial benefit to any person for the purpose of making an offer, concluding a contract or making Deliveries to SWISS ROTORS. The above prohibition does not apply to small gifts with a value not exceeding PLN 100, as long as they are used to promote the Supplier and contain its logo. All other legally permissible benefits, in particular training, etc., may only be offered to employees and associates of SWISS ROTORS through the SWISS ROTORS Executive Board.

2. In the event of violation of the prohibition referred to in paragraph 1 above, SWISS ROTORS shall be entitled to demand a contractual penalty of PLN 50,000 from the Supplier for each case of violation. SWISS ROTORS has the right to claim damages in excess of the amount of the stipulated contractual penalty in accordance with the general principles of the Civil Code.

3. The Supplier also undertakes to refrain from any actions aimed at or resulting in the restriction of competition that affect the business relations of SWISS ROTORS, including in particular to agree with third parties on market sharing, price arrangements or concluding other prohibited agreements within the meaning of the Act of 16 February 2007 on competition and consumer protection (as amended).

4. A violation of the above prohibitions in paragraphs 1 and 3 constitutes a gross breach of the contract with SWISS ROTORS and entitles SWISS ROTORS to terminate the contract with immediate effect, without any claims on the part of the Supplier.

§ 17 Force majeure

1. Force Majeure shall be understood as any external, sudden event, independent of the will and actions of the Parties, impossible to predict, preventing the execution of the Delivery in whole or in part.

2. In particular, strikes, riots, uprisings, hostilities, natural disasters, floods, fires, earthquakes, terrorist acts, embargoes are considered to be cases of Force Majeure.

3. Neither Party shall be deemed guilty of non-performance or improper performance of the contract (performance of Deliveries) in the event that it is the result of Force Majeure.

4. In the event of a Force Majeure event, each Party is obliged to immediately, no later than within 24 hours, notify the other Party of this fact.

§ 18 Governing Law and Jurisdiction

1. Deliveries, including all contracts, orders and offers, are subject to the Polish law and should be interpreted and carried out in accordance with this law, excluding the provisions determining the application of foreign law.

2. Any disputes directly or indirectly related to or arising out of the performance of Deliveries shall be settled exclusively by the court with jurisdiction over the registered office of SWISS ROTORS. §

§ 19 Final provisions

1. These GTC were adopted by the resolution of the Management Board of SWISS ROTORS of xxxx and are valid for an indefinite period of time, until they are amended or replaced by new GTC.

2. All arrangements and declarations regarding the execution of Deliveries must be made in writing for their validity, unless otherwise expressly stipulated in these GTC.

3. The invalidity or ineffectiveness of any provision of these GTC shall not render the remaining provisions invalid or ineffective.

4. In matters not covered by these GTC, the relevant provisions of Polish law, in particular the Civil Code, shall apply.

§ 15 Termination, termination or withdrawal from the contract

1. We shall be entitled to terminate the contract with immediate effect, at its choice in whole or in part, in the event of: a) non-performance or improper performance (performance) by the Supplier of the Delivery which is the subject of the contract, after prior request to the Supplier to cease the infringement and setting an additional deadline for compliance with the request, in the event of the Supplier's failure to comply with the request within the specified period; b) transfer the rights or obligations of the Supplier to another entity without the consent of SWISS ROTORS; c) opening liquidation, suspension or termination of the Supplier's business activity, filing an application for initiating or opening restructuring proceedings, excluding an application for approval of an arrangement, approval of an arrangement, filing an application for opening or opening accelerated arrangement proceedings; d) described in § 16 sections 1 and 3 of the GTC (unacceptable actions of the Supplier); e) a finding by us that the Supplier is insolvent.

2. Notwithstanding any other cases referred to in these GTC and resulting from mandatory provisions of law, we shall be entitled to withdraw from the contract with the Supplier – in whole or in part at its own discretion – within 21 days from the occurrence of any of the following situations: a) in the case referred to in § 8 section 5, i.e. in the event of delays in removing defects or lack of contact from the Supplier for a period exceeding 7 days from the date of notification to the Supplier about the defect; b) in the event that during the warranty period, the same element being the subject of the Delivery or its part is damaged again for the same reason; c) if we find that the subject of the Delivery grossly deviates from the technical and functional requirements specified in the SWISS ROTORS order, the offer accepted by SWISS ROTORS or the concluded contract.