

General Terms and Conditions of Agreements of Tele-Fonika Kable S.A.
No 2/2016
of 29th of February 2016

1. Preliminary provisions

1.1. These General Terms and Conditions of Agreements (“Terms and Conditions”) shall apply to agreements to sell or supply cables, wires and cable accessories (“Products”) as well as Product-related services, including storage services (the “Services”) provided by TELE-FONIKA KABLE S.A. of Myślenice, registered office at ul. Hipolita Cegielskiego 1, Myślenice (code: 32-400), Poland, entered into the Register of Entrepreneurs maintained by the District Court for Kraków-Sródmieście of Kraków, 11th Commercial Division of the National Court Register, under entry No. KRS 0000491666, holding industry ID (REGON) No. 270543582 and tax ID (NIP) No. 626-000-43-86, with a share capital of PLN 923,993,350.00, paid up in full (“Supplier”) to business customers (“Customer”) (hereinafter jointly referred to as the “Parties”) on the basis set out below.

1.2. These Terms and Conditions shall form an integral part of and be incorporated into any Agreement (as defined in Section 2.8) and shall be deemed to have been accepted by the Customer upon placing an order and each order constitutes an offer by the Customer to purchase Products and/or Services in accordance with these Terms and Conditions.

1.3. The Customer's terms and conditions of purchase shall not apply to any Agreement (as defined in Section 2.8), even if they are known to the Supplier or relate to matters not regulated by these Terms and Conditions. These Terms and Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

1.4. These Terms and Conditions may only be departed from if the Parties so agree according to these Terms and Conditions or if required by law.

2. Formation of an Agreement

2.1. The Supplier may from time to time in response to a request for proposal provide a quotation, in writing, by electronic mail or fax, to the Customer which may include detailed information about the particular Products, including their type, technical specifications and the unit price, the total price of the Products or the basis for determining the total price, as well as information on price currency, payment dates and terms, estimated delivery date, metal content and reference prices (which may be in the form set out in an Appendix hereto) (“Quotation”). The Quotation shall also set out the period for which the Quotation is valid and shall also include contact details, including the email address and fax number of the person submitting the Quotation who is authorised to enter into Agreements on behalf of the Supplier and handle correspondence relating to their performance. A Quotation may contain provisions regarding Product quantity, minimum logistics/production requirements, discounts and rebates, documents necessary to assess the Customer's financial standing to be delivered to the Supplier upon placing an order, and a list detailing means of securing payment, along with the date when the security is to be provided by the Customer. The Quotation may also contain reference to the applicable rule as set out in the Incoterms 2010.

2.2. Catalogues, folders, price lists, documents and other technical, advertising or marketing materials about Products which are of a general nature shall be provided for information purposes only and shall not constitute an offer or have any contractual force and shall constitute an invitation to treat only. By making such materials available to the Customer, the Supplier does not transfer any intellectual rights therein to the Customer.

2.3. Orders shall be placed by the Customer in writing, by electronic mail or fax addressed to an appropriate and authorised representative of the Supplier (“Order”). In order to be valid, the Order must comply (and not conflict with) the Quotation.

2.4. Each Order shall contain the following information: Order number, type and quantity of the Product ordered (if the Quotation does not specify quantity), place of delivery, expected delivery date, reference to the applicable rule as set out in the Incoterms 2010, and detailed information about the Customer, including a valid ID number for intra-community transactions (if required) and contact details, including the email address and fax number of the person placing the Order. It shall be presumed that this person is properly authorised by the Customer to place the Order in accordance with these Terms and Conditions, execute Agreements and handle correspondence relating to their performance. At the Supplier's request such authorization shall be proven. An Order may also include an offer for Product Storage in accordance with these Terms and Conditions.

2.5. The Supplier shall confirm the receipt of an Order (but such confirmation shall not constitute acceptance of the Order) and within five (5) business days of its receipt either accept or reject the Order in writing, by email or fax. If an Order is neither accepted nor rejected within five (5) business days of receipt, it shall be deemed to have been rejected. The Supplier reserves the right to extend the time limit for making a decision on whether to accept or reject an Order by notifying the Customer of a new deadline for making such a decision.

2.6. The Supplier may reject an Order if:

- 2.6.1. the Order is not consistent with the Quotation; particularly if the ordered Product quantity is lower than the quantity indicated in the Quotation;
- 2.6.2. the Supplier is unable to provide the Services;
- 2.6.3. the Customer has any outstanding payments to be made to the Supplier or to any of the Tele-Fonika Kable Group companies listed on the following website: www.tfkable.com;
- 2.6.4. no credit limit has been granted to the Customer or the Customer has not provided appropriate security for payment in respect of the Order or Agreements which are currently pending;
- 2.6.5. performance of the Order is impossible or difficult because of raw material or energy shortages or other disruptions to the Supplier's operations, its contractors or sub-contractors, or the occurrence of a Force Majeure Event as defined in these Terms and Conditions;
- 2.6.6. the Customer has become insolvent (or the Supplier reasonably believes it will become insolvent), or its liquidity or creditworthiness has deteriorated;
- 2.6.7. the Customer has failed to provide financial documents required by the Supplier in accordance with these Terms and Conditions; or
- 2.6.8. the order can not be performed due to limitations/restrictions under the applicable laws, including international agreements.
- 2.6.9. any other reason that the Supplier deems reasonable in the circumstances at the time.
- 2.7. The Supplier shall confirm: the total price of the ordered Products or the basis price and the basis for determining the total price, including but not limited to discounts and rebates, if any, payment dates and terms, delivery date, and indices of the ordered Products - in the Order confirmation provided in accordance with Section 2.8 below.
- 2.8. If an Order is accepted by the Supplier in accordance with Section 2.5 ("Order Confirmation"), the Order Confirmation together with the Order, the Quotation and these Terms and Conditions shall constitute the agreement for delivery of the Product(s) and/or Services ("Agreement"), which shall be deemed to come into existence upon receipt of the Order Confirmation by the Customer, or if earlier upon delivery of the ordered Products. If the Order differs from the contents of the Quotation (in particular, but not limited to, this applies to the quantity, type of the Products) the Supplier may confirm such an order on different terms than specified in the Offer or in this order (in particular but not limited to, the Supplier may change the price of the Products); in such a case the Agreement shall be executed under the terms of the confirmation of the Order by the Supplier, unless the Customer raises an objection within 2 (two) business days. If the terms of the Agreement (including but not limited to the price, payment dates and terms, delivery date) have been specified in the Order confirmation, the Agreement shall be executed under the terms of this confirmation of the Order by the Supplier, unless the Customer raises an objection within 2 (two) business days
- 2.9. Any amendments to an Agreement shall be agreed by the Supplier and the Customer in writing or by email unless these Terms and Conditions provide otherwise.
- 2.10. The Agreement constitutes the entire agreement between the parties and the Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by the Supplier which is not set out in the Agreement.

3. Deliveries

- 3.1. The Supplier shall deliver Products to the Customer in accordance with the Terms and Conditions and as specified in the Agreement.
- 3.2. Any dates quoted for delivery of the Products or Services as specified in the Agreement are approximate only, and for the avoidance of doubt, the time of delivery is not of the essence.
- 3.3. Unless the Agreement provides otherwise, The estimated delivery time shall start from the date of the Order Confirmation but in any event no earlier than from the date when:
 - 3.3.1. the Customer prepays for the ordered Products, if the prepayment is specified by the Agreement,
 - 3.3.2. the Customer provides the Supplier with all documents and information required to make the delivery; and
 - 3.3.3. the Customer makes any outstanding payments owed to the Supplier or to any of the Tele-Fonika Kable Group companies listed on the following website: <http://www.tfkable.com/>; and
 - 3.3.4. where the Customer has not been granted any trade credit or has no available credit limit - the Customer provides such security as the Supplier may determine (with respect to the form, substance and time of provision of such security) or makes a prepayment in such amount and at such time as specified by the Supplier.
- 3.4. The Supplier shall make all reasonable efforts to meet the agreed delivery deadlines, but the Supplier shall not be held liable for any delayed delivery of the Products or Services to the extent that such failure is caused by a Force Majeure Event, as defined in these Terms and Conditions, or any other unpredictable, extraordinary or

similar circumstance which is not a fault of the Supplier which makes timely performance of the obligation materially difficult or impossible. If any such event or circumstance occurs, the Supplier shall be authorised to postpone delivery accordingly as notified by the Supplier to the Customer.

3.5. Subject to Section 3.11, delivery of the Product shall be deemed to have been completed on the date the Products are transferred to the Customer and in accordance with the agreed Incoterms particularly, but not limited to the following specific cases (the "Delivery Date"):

3.5.1. the date when the Products are released to the Customer or a person/entity authorised or designated by the Customer; or

3.5.2. the date when the Supplier delivers the ordered Products to the Supplier's premises in accordance with the Agreement.

3.6. For the avoidance of doubt, the Delivery Date shall be determined, depending on which Incoterms have been applied, as the date the Customer's (or an entity designated/authorised by the Customer) signature is affixed on the stock issue confirmation (CI), a CMR document, or a similar document or document serving a similar function ("Delivery Note") or in the circumstances provided for in Section 3.5.2 above by a person authorised by the Supplier.

3.7. The Supplier may deliver the Products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

3.8. If the Customer is required to collect the Products and any Products are not collected by the Customer at such time and on such terms as agreed in the Agreement, such Products shall be deemed to have been delivered upon the lapse of any deadline specified in the Agreement.

3.9. Subject to section 5.4. of these Terms and Conditions, Product transport, transport costs and the risk of accidental loss of or damage to Products shall be governed by the relevant rule in Incoterms 2010 specified in the Agreement.

3.10. The Supplier (or a person/entity designated/authorised by the Supplier) may refuse to release Products to a Customer (or person/entity designated/authorised by the Customer) if they have reasonable doubts as to the identity of such Customer (or person/entity designated/authorised by the Customer) or as to the authenticity of the authorisation presented by such Customer or person.

3.11. A Customer may include a note in an Order requesting the ordered Products to be stored in the Supplier's warehouses in accordance with the provisions of Section 6 of these Terms and Conditions. The Supplier shall have discretion to confirm whether or not it accepts such request (but should not unreasonably withhold its consent to such request). The Supplier's acceptance of such a request shall be subject to the Customer agreeing to pay for such storage at the fees charged by the Supplier from time to time. In the circumstances set out in this Section 3.11, the Products shall be deemed to have been delivered to the Customer after they are received into the Supplier's warehouse for storage. If the Customer's Order does not include any note requesting such storage, this does not prevent the Parties from entering into a separate storage agreement at a later date.

4. Prices and payment rules

4.1. Unless the Quotation or the Order Confirmation provides otherwise, the payment shall be made before the delivery date (prepayment).

4.2. All prices shall be quoted on a net basis, and shall be exclusive of value added tax (VAT) at the applicable statutory rate.

4.3. The Supplier shall have the right to issue a VAT invoice under an Agreement upon the preparation of a Delivery Note.

4.4. The payment date shall be the date on which payment is made to the Supplier's bank account as indicated on the respective invoice.

4.5. Unless the Customer notifies the Supplier of an error identified in the invoice or any reservations related to such invoice within seven (7) business days of receipt of the invoice, the invoice shall be deemed correct and accepted.

4.6. If a Customer makes payments using a trade credit limit and within payment deadlines set for that Customer and no credit limit is available (there is no trade credit balance to be used) at the time the order is placed or upon execution of the order, the Supplier may request, at its own discretion, that the Customer should prepay in cleared funds an amount equal to the excess over the credit limit granted to the Customer by the deadline set by the Supplier or provide such security for the payment as the Supplier may determine (with respect to the form, substance and time of provision of such security).

4.7. A Customer who has not been granted any credit limit by the Supplier shall at the Supplier's request be required to prepay, in cleared funds, the entire amount due for Products covered by an Agreement by the

deadline set by the Supplier, or provide such security for the payment as the Supplier may determine (with respect to the form, substance and time of provision of such security).

4.8. Any other amounts due in respect of the costs and charges of transport and delivery of the Products “and Storage” shall be payable on the same terms as stipulated above unless these Terms and Conditions provide otherwise or the Parties agree otherwise.

4.9. Irrespective of the Customer's instructions, the Supplier shall be entitled to apply amounts paid by the Customer towards any due and payable claims the Supplier may have against the Customer, as selected by the Supplier (in particular claims with the earliest due dates). Moreover, if any additional costs arise or interest accrues on an outstanding claim, irrespective of the Customer's instructions, the Supplier may apply the amounts paid first towards such costs and interest, and finally towards the principal of the claim.

4.10. If any amounts are not paid by the due date, the Customer shall be deemed to be in default and the Supplier shall be entitled to charge statutory interest at the rates stipulated in applicable laws (including for the avoidance of doubt the Late Payment of Commercial Debts (Interest) Act 1998).

4.11. The Customer shall pay all amounts due in full without any set-off, except as required by law.

5. Storage

5.1. The Customer acknowledges that if the Products are not collected by the Customer in accordance with the terms of the Agreement, or it has been agreed in the Agreement that the Products will be placed in storage, the Supplier shall deliver the Products to the storage warehouse in order to perform the Product storage service for the Customer (“Storage”), subject to the Terms and Conditions unless the Supplier and the Customer have signed a separate Storage Agreement.

5.2. Products shall be stored for such period as agreed by the Parties or if the Parties do not agree otherwise for three (3) months. If after three (3) months the Products remain in Storage, the Supplier may (at its own discretion) agree to further Storage. If the Customer does not collect the Products from Storage this shall be deemed the Customer's consent to further Storage.

5.3. The Supplier's warehouse shall be the Storage location.

5.4. If the ordered Products are not collected at the time specified in the Order and are placed in the storage warehouse, the risk of accidental loss of or damage to the Products shall transfer to the Customer upon their delivery to the storage warehouse.

5.5. Receipt into Storage shall take place on the basis of a Delivery Note containing a “Products in storage” annotation.

5.6. Collection of Products from a storage warehouse by the Customer (or person designated/authorised by the Customer) shall be in accordance with the terms and conditions agreed between the Parties by writing, email or fax. Storage shall terminate upon collection of the Products.

5.7. A Delivery Note issued by the Supplier to the Customer or a person authorised/designated by the Customer shall be proof of collection of the Products from the storage warehouse.

5.8. During the first three (3) months of Storage, the Storage fee shall be EUR 1,000 (one thousand Euro) per month of Storage calculated on a pro rata basis. If Product Storage continues beyond the initial three (3) months, the fee for the fourth and each subsequent month of Storage shall be EUR 10,000 (ten thousand Euro) calculated on a pro rata basis. In the event of foreign exchange limitations, the fee due for Storage shall be determined as the equivalent of the fee amount expressed in the Order price currency converted using the mid-market rate quoted by the National Bank of Poland for the date the Product was placed in Storage. The Storage fee in each case is exclusive of VAT at the applicable statutory rate.

5.9. The Storage fee shall be paid to the bank account as specified in the invoice, within fourteen (14) days of the date of the invoice and Sections 4.3, 4.4, 4.5, 4.9, 4.10 and 4.11 of these Terms and Conditions shall apply.

5.10. The Supplier may terminate Storage at any time by serving seven (7) days' notice to the Customer in writing or by email or fax.

5.11. Storage shall terminate upon termination of an Agreement as referred to in Sections 14 of these Terms and Conditions.

6. Guarantee

6.1. The Supplier shall grant to the Customer a guarantee covering Products manufactured by the Supplier for a period of twenty-four months from the delivery date (“Guarantee Period”) on the terms set out below.

6.2. The guarantee shall be personable to and enforceable only by the Customer and shall not extend to include any third party.

6.3. The Packaging shall not be covered by the guarantee.

6.4. The Supplier guarantees that for the length of the Guarantee Period, the Products shall:

- 6.4.1. conform in all material respects with their description in any specification provided by the Supplier or in any applicable Agreement; and
- 6.4.2. be free from material defects in design, material and workmanship.
- 6.5. The following defects shall not be covered by the guarantee: natural wear and tear of Products, mechanical damage to Products, including in transport (where the Products are collected by the Customer or a carrier contracted by the Customer) or as a result of improper handling, as well as defects resulting from the Customer's improper or careless assembly, operation, maintenance or storage of Products, defects resulting from the technical specifications specified in the request for proposal, and defects caused by the Customer's failure to follow the Supplier's manufacturing guidelines or recommendations. The guarantee shall also be excluded where deviations from the agreed Product properties and parameters or reduction of Product usability are immaterial.
- 6.6. The Customer shall not be entitled to the benefit of the guarantee unless:
- 6.6.1. the Customer has arranged for the Products to be transported, stored, assembled or installed in compliance with their intended use, as well as with applicable rules stipulated in relevant standards, regulations,
- 6.6.2. the Customer has performed post-manufacture tests of the Products (where the Agreement so requires);
- 6.6.3. the Customer has appropriately secured the place of the identified defect and made it possible for the Supplier's representative to inspect it, made the results of acceptance and field tests available to the Supplier, and, upon the Supplier's request, has delivered to the Supplier a sample or the whole of the Product referred to in the complaint;
- 6.6.4. the Customer has submitted a guarantee claim within the guarantee term, in a written form, by filling in the "Complaint Form" available at the website address <http://www.tfkable.com/en/contact/claim-section.html>;
- 6.6.5. the Customer has presented proof of purchase of the Products;
- 6.6.6. the Products referred to in the complaint have features enabling them to be identified as supplied by the Supplier, in particular they have the Supplier's labels bearing the unique code of an individual item; and
- 6.6.7. no repairs, modifications or alterations have been made to the Products referred to in the complaint by a party other than the Supplier.
- 6.7. The Customer agrees to carefully inspect the Products at the time of their collection in terms of their quantity and quality, including their conformity with the technical specification provided for in the Agreement, with a view to identifying apparent defects, if any. The attached technical documentation shall also be inspected. Any defect or inconsistency identified at the time of the Product collection shall be recorded in the Delivery Note or another appropriate document; additionally, a report specifying the delivery date should be prepared and signed by the carrier and the Customer's authorised representative.
- 6.8. The guarantee rights shall expire if a relevant complaint has not been submitted:
- 6.8.1. in the case of quantity differences or quality defects identifiable at the time of collection – on the Delivery Date; with respect to Product in Storage – on the date of their delivery to the Customer after release from Storage;
- 6.8.2. in the case of quality defects identified during the guarantee term – within three (3) business days from the defect identification date;
- 6.8.3. in the case of quantity differences in the Products delivered not identifiable at the time of their collection – within six (6) months from the Delivery Date, and with respect to Products in Storage – within six (6) months from the date of their release from Storage, provided that the Supplier is notified of such quantity differences within three (3) business days from the difference identification date.
- 6.9. A complaint shall be submitted in a written form and shall contain designation of the Products referred to in the complaint, including the Product lot number(s), reason for complaint, number and date of the respective invoice, Delivery Note, as well as the address at which the Products are located. A complaint shall be submitted on the "Complaint Form" prepared by the Supplier.
- 6.10. The Supplier shall be obliged to examine the defect notification and notify the Customer of the Supplier's response to the complaint in a written form, via electronic mail or fax, within thirty (30) days from the complaint receipt date. Where the Supplier requires that the Customer should send to the Supplier a sample or the whole of the Product referred to in the complaint, the deadline referred to in the preceding sentence shall run from the date the sample is received.
- 6.11. The Customer's failure to comply with the requirements relating to complaint submission deadlines, form and content referred to in this Section 7 shall result in the Customer losing the guarantee rights with respect to a given defect. The Customer shall also lose such rights if the defective Products are resold, destroyed or damaged by the Customer.
- 6.12. If a complaint is accepted by the Supplier, the Supplier shall, at its option repair or replace the defective Products or refund the price of the defective Products. The Terms and Conditions shall apply to any repaired or replacement Products.

6.13. Any Products replaced in connection with the repair/replacement of defective goods shall become the Supplier's property upon satisfying the Customer's claim.

6.14. If a complaint is found to be unjustified, the Customer shall bear all related costs, including the cost of transport with such costs to be paid under the same terms as other payments contained in these Terms and Conditions.

6.15. The Supplier shall have the right not to satisfy the Customer's claim under the guarantee until the Customer has paid all outstanding amounts due from the Customer.

6.16. Submission of a complaint shall not entitle the Customer to withhold payment for Products or a part thereof.

6.17. Except as provided in this Section 6, the Supplier shall have no liability to the Customer in respect of a failure to comply with the warranty set out in this Section.

7. Liability

7.1. Nothing in these Terms and Conditions shall limit or exclude the Supplier's liability for:

7.1.1. death or personal injury caused by its negligence, or negligence of its employees, agents or subcontractors;

7.1.2. fraud or fraudulent misrepresentation;

7.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

7.1.4. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

7.1.5. defective products under the Consumer Protection Act 1987.

7.2. Subject to Section 8.1 above:

7.2.1. The Supplier shall under no circumstance whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement, or any Order.

7.2.2. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with any Order, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the purchase price of the relevant Product(s) or Services.

7.3. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

7.4. This Section 7 shall survive termination or expiry of the Agreement.

8. Title

8.1. Delivered Products shall remain the Supplier's property until the Customer pays all amounts due for the Products, including any incidental fees and compensation claims ("Retained Products").

8.2. Title to the Products shall not pass to the Customer until the earlier of the following:

8.2.1. the Supplier receives payment in full (in cash or cleared funds) for the Products and any other products in respect of which payment has become due that the Supplier has supplied to the Customer in respect of which payment has become due; or

8.2.2. the Customer resells the Products, in which case title to the Products shall pass to the Customer at the time specified in Section 8.4.

8.3. Until title to the Products has passed to the Customer, the Customer shall:

8.3.1. store the Products separately from all other products held by the Customer so that they remain readily identifiable as the Supplier's property;

8.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Products;

8.3.3. maintain the Products in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the Delivery Date;

8.3.4. notify the Supplier immediately if it becomes subject to any of the events listed in Section 14.3.2 to Section 14.3.12; and

8.3.5. give the Supplier such information relating to the Products as the Supplier may require from time to time.

8.4 Subject to Section 8.5, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Products. However, if the Customer resells the Products before that time:

8.4.1 it does so as principal and not as the Supplier's agent; and

8.4.2. title to the Products shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

8.5. If before title to the Products passes to the Customer the Customer becomes subject to any of the events listed in Section 14.3.2 to Section 14.3.12, then, without limiting any other right or remedy the Supplier may have:

8.5.1. the Customer's right to resell Products or use them in the ordinary course of its business ceases immediately; and

8.5.2. the Supplier may at any time:

8.5.2.1. require the Customer to deliver up all Products in its possession which have not been resold, or irrevocably incorporated into another product; and

8.5.2.2. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

9. Intellectual Property Rights

9.1. As between the Supplier and the Customer, all intellectual property rights and all other rights in or arising out of or in connection with the Products and any deliverables provided as part of the Services shall be owned by the Supplier. Subject to Section 9.2, the Supplier licenses all such rights to the Customer on a non-exclusive, revocable basis to such extent as is necessary to enable the Customer to make reasonable use of the Products and/or deliverables only.

9.2. The Customer acknowledges that, where applicable, in respect of any third party intellectual property rights in the Products and Services, the Customer's use of any such intellectual property rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

9.3. In this Agreement, references to "intellectual property rights" means patents, copyright, rights to inventions, trademarks, rights in get-up, goodwill, the right to sue for passing off, rights in designs, rights in computer software, database rights, knowhow, trade secrets and other intellectual property rights (whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of all such rights) and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

10. Security

The manner of securing the claim for payment of the price and the deadline for providing such security shall be specified in a Quotation or later in the Supplier's request according to these Terms and Conditions.

11. Force Majeure

11.1. The parties shall not be liable for non-performance, in whole or in part, of their obligations under an Agreement if such non-performance has been caused by an event or circumstance beyond a Party's reasonable control including natural disasters, administrative restrictions, import bans, actions of state authorities, legislative changes, wars and strikes ("Force Majeure Event").

11.2. The Party claiming a Force Majeure Event shall notify the other party thereof within five (5) days of the occurrence or termination of the Force Majeure Event. If required, the occurrence of such event shall be confirmed with suitable evidence.

12. Financial documents

The Customer shall provide the Supplier with:

12.1. any documents necessary to assess the Customer's financial standing, as defined in the Quotation - upon placement of an Order; and

12.2. any documents necessary to assess the Customer's financial standing that the Supplier may request during performance of the Agreement - within the timeframe and in the form defined in the request.

13. Suspension of performance

13.1. The Supplier may suspend performance of an Agreement:

13.1.1. in the circumstances provided for in Section 4.6 and 4.7. of these Terms and Conditions – until the required prepayments are made or the required security is provided;

13.1.2. in the circumstances provided for in Section 12.2 of these Terms and Conditions – until the required documents are submitted.

13.2. If any payment due from the Customer to the Supplier is delayed or if the Supplier becomes aware of any circumstances which may indicate the Customer's deteriorating credit standing or solvency, the Supplier may suspend the execution of a given Agreement as well as all or any Agreements until:

13.2.1. the overdue payments are settled within the time limit specified by the Supplier;

13.2.2. a prepayment is made by the Customer in the amount and within the timeframe defined by the Supplier; or

13.2.3. security is provided as determined by the Supplier (with respect to the form, content and deadline for the provision of such security).

13.3. Any costs related to the suspension of the Agreements' performance shall be borne by the Customer.

14. Termination

14.1. The Supplier may terminate a given Agreement (or any part thereof, including suspending delivery of Products and/or performance of Services) with immediate effect by giving written notice and without setting any additional time limit for the Customer if:

14.1.1. performance of the Agreement is impossible or difficult because of raw material or energy shortages or other disruptions to the operation of the Supplier, its contractors or sub-contractors;

14.1.2. the Customer has failed to provide financial documents required by the Supplier in accordance with these Terms and Conditions;

14.1.3. the Customer has failed to make prepayments or provide security in accordance with Section 4.6 and/or 4.7 of these Terms and Conditions;

14.1.4. the Customer has failed to make prepayments, provide security or pay outstanding amounts under Section 13.2 of these Terms and Conditions within the defined time limit;

14.1.5. the Customer has failed to pay for Products in accordance with a given Agreement;

14.1.6. the Customer has failed to collect the Products in accordance with a given Agreement;

14.1.7. if a given delivery can not be performed due to limitations/restrictions under the applicable laws, including international agreements.

14.2. The right to terminate a given Agreement (or any part thereof) shall be exercised by the Supplier within one (1) month of the occurrence of the event providing grounds for the termination as set out in Section 14.1 above.

14.3. Without limiting its other rights or remedies either Party may terminate a given Agreement with immediate effect by giving written notice to the other Party if:

14.3.1. the other Party commits a material breach of its obligations under the Agreement and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;

14.3.2. the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

14.3.3. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other Party with one or more other companies or the solvent reconstruction of that other Party;

14.3.4. the other Party (being an individual) is the subject of a bankruptcy petition or order;

14.3.5. a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;

14.3.6. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party (being a company);

14.3.7. the holder of a qualifying charge over the assets of the other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;

14.3.8. a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;

14.3.9. any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Section 14.3.1 to Section 14.3.8 (inclusive);

14.3.10. the other Party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

14.3.11. the other Party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or

14.3.12. the other Party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation

14.4. On termination of an Agreement for any reason, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices referring to a given Agreement with interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice which shall be immediately payable on receipt by the Customer. If termination by the Supplier is due to reasons attributable to the Customer, the Customer shall promptly reimburse to the Supplier all costs incurred by the Supplier.

14.5. The accrued rights and remedies of the Parties at the date of termination shall not be affected. Any Sections which expressly or by implication have effect after termination shall continue in full force and effect.

15. Assignment

15.1. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party.

15.2. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Agreement.

16. No Partnership or agency

Nothing in these Terms and Conditions or any Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as an agent for, or to bind, the other party in any way.

17. Third Parties

A person who is not a party to the Agreement shall not have any rights to enforce its terms.

18. Governing law and dispute resolution

18.1. These Terms and Conditions and any dispute or claim arising out of or in connection with them or the subject matter or formation of an Agreement (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18.2. The Parties hereby agree to resolve any disputes hereunder amicably and to make every effort to ensure timely performance of the Agreement and any decisions concerning resolution of related disputes. Any dispute between the Parties which cannot be resolved amicably shall be submitted for resolution by the exclusive jurisdiction of the courts of England and Wales.

19. Miscellaneous

19.1. The Customer and the Supplier agree to keep confidential and not to disclose or provide any confidential information obtained from each other (including without limitation technical and commercial know how, trade secrets and any other confidential information) to any third parties, or use any such information in violation of an Agreement. This Section 19.1 shall survive termination or expiry of any Agreement.

19.2. Unless these Terms and Conditions provide otherwise, any representations made by the Supplier or the Customer in the course of negotiating and performing an Agreement and Storage, as well as any termination notices referred to in these Terms and Conditions, may be made in a written form, by email or fax to an email address or fax number notified to the other party.

19.3. In the event that any of the provisions of these Terms and Conditions, Agreements or Storage are found to be ineffective or invalid, all other provisions shall remain in full force and effect. Any ineffective provisions shall be replaced with effective ones, which shall reflect, as closely as possible, the economic purpose of the provisions being replaced.

19.4. These Terms and Conditions shall replace the Terms and Conditions No 1/2016 of 27th of January 2016 and shall apply to all Orders placed after 29th of February 2016 and this date.

19.5. These Terms and Conditions as well as any amendments hereto shall also be published in an electronic form on the Supplier's website <http://www.tfkable.com/en/documents/terms-and-conditions.html> in a manner enabling the Customer to download, store and view the documents in the ordinary course of business.

19.6. A waiver of any right under an Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

The Management Board of Tele-Fonika Kable S.A.