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### **§ 1 SCOPE OF APPLICATION**

These *General sale and supply contracts terms and conditions (GSCTC)* set forth the principles of execution of Order concluded with Veolia Water Technologies Sp. z o.o., hereinafter referred to as the „**Supplier**” or the „**Seller**” by an entity being an entrepreneur in order to purchase the Object of the Order (hereinafter referred to as: the „**Buyer**” or the „**Recipient**”).

### **§ 2 ORDER ACCEPTANCE**

1. The parties' agreement confirmed by the conclusion of the order document, the sale agreement, the supply agreement or by the signing of other equivalent document, is hereinafter referred to as the „**Order**”. The Order shall be binding from the moment of conclusion thereof by the Buyer and the Seller.
2. In the event the Buyer raises objections to the GSCTC, they shall be accepted by the Seller in the Order under the pain of nullity.
3. Lack of immediate reply to the Buyer's Order, with whom the Seller maintains permanent commercial relations shall not be recognised as accepting the Order.

### **§ 3 OBJECT OF ORDER**

The Object of the Order shall be indicated in the Order document and in the respective attachments thereto. The Object of the Order may cover in particular:

- a) drawing up a technical design consisting of below mentioned technical drawings and documents, necessary to execute the Object of the Order (the „**Technical Design**”) for the Recipient, on the basis of the technical specification prepared by the Recipient,
- b) supply of the technical documentation concerning the Object of the Order to the Recipient,
- c) supply of the Object of the Order to the Recipient,
- d) rendering the technical services for the benefit of the Recipient.

### **§ 4 ORDER PERFORMANCE CONDITIONS**

1. The Supplier shall execute the Order properly, pursuant to the terms and conditions thereof, Polish legal regulations in force, norms and standards as well as the current state of knowledge in the given field.
2. The deadline for the Order execution shall be specified in the Order.
3. The Object of the Order covered by the Order shall be delivered to the place indicated in the Order („**Destination**”). The supply shall be performed in accordance with the DDP

Incoterms 2010 conditions, subject to the provisions of the Order and these GSCTC.

4. Unless the Order provides otherwise, the Supplier is the producer of the waste generated in connection with the performance of supplies of the Object of the Order, covered by the Order, within the meaning of the definition provided in Article 3 section 1 point 32 of the Waste Act of 14 December 2012 (Dz.U. 2013.21),
5. The Supplier shall be entitled to subcontract the performance of the Order, entirely or partly, to the sub-contractors. The Supplier shall be liable for the actions and omissions of the sub-contractors.

### **§ 5 DESIGN; MATERIALS**

1. The Recipient shall be responsible for the proper preparation of the Technical Design / Technical Specification, in particular, as regards the technical parameters, quality, quantity of material, corresponding to the Recipient's needs. The Supplier shall not be liable for the verification of documents mentioned in the preceding sentence, and in case of their incorrectness, the Supplier shall not be liable for meeting the Recipient's requirements towards the Object of the Order. Notwithstanding the above, in case of detection of defects, the Supplier shall notify the Recipient about this fact, who shall be entitled to introduce changes in this area no later than within 3 days. In the event of the Recipient's failure to introduce changes in documentation within the abovementioned deadline, it shall be deemed that the Recipient sustains and confirms the correctness of the prepared documentation and data included therein.
2. In case the documentation prepared by the Recipient does not indicate the choice of materials, the Supplier shall be entitled to choose the materials, in accordance with the current state of knowledge, at the Recipient's risk and liability, in particular with regard to meeting the requirements (relating to the quality, operation, characteristics, etc.) specified in the Order.

### **§ 6 OWNERSHIP (RETENTION OF TITLE)**

1. The Ownership of the Object of the Order delivered under the Order shall be transferred to the Recipient upon the payment of the total Remuneration by the Recipient.
2. However, the Recipient shall bear the risk of an accidental loss or deterioration of the

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Object of the Order, materials, components, from the moment of delivery thereof to the Destination. The Recipient, however, shall not bear the risk of damage to or deterioration of such components, provided that such damage or deterioration are attributable to the Supplier's fault.

3. The Supplier represents that, upon the transfer of the ownership right to the Object of the Order to the Recipient, it shall not be encumbered by the legal defects, nor limitations in selling thereof stemming from the legal regulations or agreements, as well as no third parties shall have any real and obligation rights thereto, preventing the performance of the Order.

#### **§ 7 COOPERATION OF BUYER**

1. Notwithstanding other requirements indicated in the Order or the GSCTC, with regard to the Buyer's obligation to cooperate with the Supplier in the performance of the Order, pursuant to Article 354 of the Civil Code, the Buyer undertakes, in particular, to take following actions:
  - a) prepare the Destination to perform actions under the Order,
  - b) enable storing the Object of the Order, components thereof and other objects necessary for the performance of the Order in the Destination, providing the adequate storage facilities and safety,
  - c) provide the Supplier with the guidelines for the unloading of the Object of the Order as well as with the components or other objects necessary for the performance of the Order and, subsequently place them in the premises where the assembly and, at a later date, the start-up shall be carried-out,
  - d) proceed to acceptance immediately upon the Seller's notice of readiness to the Object of the Order hand-over.
2. The following acceptances shall be carried-out:
  - 1) the acceptance of the entire Object of the Order shall be confirmed by the acceptance protocol signed by the Parties (hereinafter: „**The Acceptance protocol**”),
  - 2) in case the Object of the Order covers as well the assembly or supervision over the assembly thereof, the deliveries protocols shall be prepared before the final acceptance (as well for the particular parts of the Object of the

Order) upon delivery of the Object of the Order to the Destination (hereinafter: the „**Delivery protocol**”),

- 3) in case the object of the Order comprises of the supply of the Object of the Order with assembly, supply of the Object of the Order with supervision over the assembly, supply of the Object of the Order with the assembly and design or supply of the Object of the Order with supervision over the assembly and design, the completion of assembly (before the start-up) shall be confirmed by the initial acceptance protocol signed by the Parties (hereinafter: the „**Initial acceptance protocol**”).

Without any justified reasons, the Buyer shall not refrain from signing the Acceptance Protocol, the Delivery protocols nor the Initial acceptance protocol, whereby the faults not affecting operation of the Object of the Order in conformity with its designated purpose shall not constitute an obstacle to sign the Acceptance protocol or the Delivery protocol.

3. In the event of the Recipient's failure to participate in any of the acceptances provided in the Order within the specified deadlines (subject to any potential permitted delays) or the refusal to sign the protocol without a justified reason, in particular due to the faults not affecting operation of the Object of the Order in conformity with its designated purpose, the Supplier shall be entitled to proceed with the unilateral acceptance and sign the respective acceptance protocol. Such acceptance shall be deemed to have been effectively performed, with all consequences under the Order.
4. In order to clarify any doubts, in case the Buyer does not cooperate with the Supplier, prevents or hinders the Order execution, the deadline for the Order execution shall be extended by a corresponding additional time.

#### **§ 8 REMUNERATION; PAYMENT TERMS AND CONDITIONS**

1. The amount and the currency of the remuneration shall be specified in the Order (hereinafter the „**Remuneration**”). Unless the parties stipulated otherwise, the Remuneration shall be a net price in Polish zlotys and shall be increased by the value added tax at a rate applicable on the day of the VAT invoice issue.
2. The Remuneration shall include all costs connected with the Order, in particular, the delivery, assembly and start-up of the Object of the Order and the organisation of training

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- concerning the operation of the Object of the Order.
3. Unless the parties stipulate otherwise in the Order:
    - 1) 20 % of the Remuneration shall be paid by the Buyer within 14 days from the date of conclusion of the Order (the advance payment shall be settled proportionally to invoices for the Order performance; for this purpose every invoice shall include relevant provisions);
    - 2) 70 % of the Remuneration shall be paid within 14 days from the delivery of the Object of the Order to the Buyer, however, not earlier than 21 days from delivering the VAT invoice to the Buyer; unless the Object of the Order is not supplied (e.g. exclusively the service of supervision over the assembly), if this is the case, the amount specified in this point shall be added to the invoice referred to in point 3) hereinbelow;
    - 3a) in case the object of the Order consists of the supply of the Object of the Order with assembly, supply of the Object of the Order with supervision over the assembly, supply of Object of the Order with design and assembly or the supply of the Object of the Order with the design and supervision over the assembly: 5 % of the Remuneration shall be paid within 14 days from signing of the Initial acceptance protocol by the parties, however, not earlier than 21 days from delivering the VAT invoice to the Buyer, and the other 5 % of the Remuneration shall be paid within 14 days from signing the Acceptance protocol by the parties, however, not earlier than 21 days from delivering the VAT invoice to the Buyer;
    - 3b) in other cases: 10 % of the Remuneration shall be paid within 14 days from signing the Initial acceptance protocol by the Parties, however not earlier than 21 days from delivering the VAT invoice to the Buyer.
  4. Unforeseen, additional costs concerning the proper performance of the Order shall be borne by the Buyer, unless the Parties agree otherwise.
  5. In the event of a 30-day or a longer delay in the Order execution due to reasons attributable to the Buyer, and during a period between conclusion of the Order and a deadline for performance thereof prices of items comprising the base for the calculation of the Remuneration rise substantially, the Seller shall be entitled to change the Remuneration appropriately or to withdraw from the Order. In other cases, the Remuneration may be revalued pursuant to the Parties' mutual agreement.
  6. In case any changes occur after the Order conclusion, in particular concerning the technical standards and regulations, safety, state-of-the-art and science knowledge rules, legal regulations (including in particular the tax law), etc. and such changes indirectly affect the calculation of the Remuneration by the Supplier, the Supplier shall be entitled to unilateral increase of the Remuneration amount, not later than until the date of the Order performance, effective upon the notifying the Recipient of the Remuneration increase in writing, including indication of the factor which justifies such increase, provided that the Remuneration shall not increase more than resulting from change of such factor.
  7. The payments shall be payable within 21 days from the date of delivering the VAT invoice to the Buyer, subject to the provisions of subsection 3 hereinabove.
  8. Unless otherwise provided in the Order, the Buyer agrees for the issuing and sending invoices by the Supplier as well as for the receiving invoices in electronic form. Invoices shall be sent at the email address designated by the Buyer.

#### **§ 9 LIABILITY, CONTRACTUAL PENALTIES**

1. In case the Seller fails, due to his fault, to meet a stipulated deadline for the Order performance, the Buyer shall be entitled to contractual penalties for qualified delay from the Seller. Contractual penalties shall be calculated as percentages of a total net amount of the Remuneration provided for a given Order in the amount of 0.1 % of a net Remuneration for each full week of qualified delay, with the reservation that the total amount of contractual penalties shall not exceed 5 % of a net Remuneration.
2. In case the Seller fails, due to his fault, to meet a stipulated deadline for removal of faults or defects in the guarantee period (in case that such guarantee period is granted), the Buyer shall be entitled to contractual penalties for qualified delay. Contractual penalties shall be calculated as percentages of a total net amount of the Remuneration provided for a given Order in the amount of 0.1 % of a net Remuneration for each full week of qualified delay, with the reservation that the total amount of contractual penalties shall not exceed 5 % of a net Remuneration.
3. Without detriment to other rights, the Seller shall be entitled to demand the

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- reimbursement of costs from the Buyer (e.g. of storage, preservation) arising in connection with the Buyer's qualified delay in the Object of the Order acceptance.
4. Contractual penalties shall not apply to the documents provision by the Seller, unless the Order provides otherwise.
  5. In case the performance guarantees (for the efficiency of the Object of the Order) are granted under the Order, the Order may also provide for contractual penalties for the Supplier's faulty incompliance with the guaranteed parameters. In case the Supplier pays the contractual penalty, parameters achieved shall become guaranteed parameters (the payment of the contractual penalty shall discharge the Supplier from the obligation to comply with the originally assumed parameters).
  6. In case the qualified delay refers only to the part of the Order, the amount of contractual penalties shall be calculated against a part of the Remuneration which corresponds to the said part of the Order which has not been performed due to the qualified delay.
  7. The Buyer shall not be entitled to deduct contractual penalties or other claims from amounts to be paid to the Seller by the Buyer.
  8. The Supplier, under no circumstances, shall be liable for a damage in the form of lost profits (*lucrum cessans*), production losses, loss of income or any consequential losses or indirect damage, loss of contact, loss of remuneration (due at present or in the future), loss of reputation or in the form of necessity of secure financing or any financial or economic loss (direct, consequential, indirect) or in the form of contractual penalties due under the agreements with the third parties, or any other claims resulting from the other consequential losses or indirect damage, unless the damage is a result of intentional fault, as well as for the loss of reputation, market, income or clients by the Recipient.
  9. The total amount of contractual penalties in respect of the Order execution, shall not exceed the amount of the 5 % of a net Remuneration.
  10. The Supplier's total liability on the basis of the Order, in any respect concerning the conclusion, execution or non-execution of the Order (covering any amounts payable to the Recipient by the Supplier on the basis of the Order, in respect of the contractual penalties, damages, return of the Remuneration, reimbursement of the third parties' costs), irrespective of legal grounds of pursued claims, including also torts or potential contractual penalties, shall not exceed 20 % of the net Remuneration. The abovementioned limit shall not apply to damage made by the Supplier's intentional fault.
  11. The Supplier shall not be liable for actions and omissions of any court or authority, concerning the refusal, rejection or not granting any permit, licence, consent or entitlement.
- § 10 SUSPENSION OF ORDER EXECUTION**
- The Seller shall be entitled to suspend the Order performance, at its own discretion, in whole or in part in the event of the delays in payments attributable to the Buyer exceeding 20 days (despite a previous payment demand sent by the Seller). The deadline for the Order performance shall be extended by a time of suspension.
- § 11 WITHDRAWAL FROM ORDER**
1. The Buyer shall be entitled to withdraw in whole or in part from the Order with an immediate effect within a month from arising of the withdrawal circumstances only if at least one of the following circumstances occurs:
    - a) the Seller refrains from the Order execution without the Buyer's consent for at least 30 consecutive days despite the Buyer's prior written (under the pain of nullity) demand to execute the Order;
    - b) the Seller is in delay in commencement or execution of the Order so long that it is unlikely that the Seller manages to complete the execution within the specified deadline (even if the circumstances described in point a) hereinabove do not occur).
  2. Notwithstanding the cases provided in the law regulations, the Seller shall be entitled to withdraw from the Order with an immediate effect if:
    - a) the Buyer's delays in payments of the Remuneration in whole or in part exceed 30 days (despite the Seller's prior written demand for payment);
    - b) the Buyer prevents or persistently hinders the Order execution.
  3. The Seller shall be entitled to withdraw from the Order until \_\_\_\_\_.
  4. In the event of withdrawal from the Order, the Parties shall settle deliveries and works performed by the Seller until the withdrawal, and in the event of withdrawal from the

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Order by the Seller or by the Buyer with violation of the provisions hereof, also materials ordered to perform the Order.

5. In the event of withdrawal from the Order by the Recipient due to reasons attributable to the Supplier, the Parties shall settle the deliveries and works performed until the withdrawal, and any and all deliveries and works in progress (the Recipient shall in particular reimburse any and all costs concerning any and all deliveries and works in progress, in particular related to the prefabrication of deliveries, incurred by the Supplier until the withdrawal).
6. In the event of withdrawal from the Order due to the reasons attributable to the Recipient, the Recipient shall pay a contractual penalty in the amount of 10 % of a net Remuneration to the Supplier. The stipulation of the contractual penalty shall not deprive the Supplier of the right to seek compensation exceeding the amount of the stipulated contractual penalty on general principles.
7. In the event of withdrawal from the Order by the Recipient with violation of the principles stipulated in the Order, the Recipient shall be obliged to pay a contractual penalty in the amount of 10 % of a net Remuneration to the Supplier. The stipulation of the contractual penalty shall not deprive the Supplier of the right to seek compensation exceeding the amount of the stipulated contractual penalty on general principles
8. The Recipient shall not be entitled to demand the substitute performance of the Order.

#### **§ 12 SPARE PARTS - APPROPRIATE CONSUMABLES**

In case the Order provides so, the Seller may, at the Buyer's request and for an additional remuneration, deliver spare parts and consumables for the Object of the Order. Spare parts shall meet the same technical requirements which apply to the Object of the Order.

#### **§ 13 LICENCE**

1. Upon the payment of the total Remuneration, the Seller shall grant to the Buyer a licence for the documentation prepared and delivered to the Buyer for the purposes of the Order performance in the scope necessary to use the documentation in connection with the exploitation of the delivered Object of the Order.

2. The licence shall be granted only in connection with the performance of the Recipient's one investment project, for the purposes of which the Supplier delivers the Object of the Order to the Recipient, and in the scope necessary to use the technical documentation and the Technical Design in connection with the exploitation of the delivered Object of the Order.
3. The licence shall be granted only in the following field of exploitation: using the documentation in the scope necessary to take actions related to assembly, development, commissioning, start-up, exploitation and operation of the Object of the Order.
4. The Recipient shall not be entitled to grant a sub-licence.
5. The remuneration for granting the licence shall be included in the Remuneration.
6. Any technical documentation received by the Recipient from the Supplier with regard to the Order performance shall not be used by the Recipient for any other purpose that specified hereinabove without the Supplier's prior written consent, in particular no documents shall be copied, reproduced, transferred or made available, in any manner and any form, to any third parties.
7. The licence shall be granted for a specified time of \_\_\_ years.
8. In the event of violation of any provision of this section by the Recipient, the Supplier shall be entitled to terminate the licence with an immediate effect by the declaration sent to the Recipient in writing.

#### **§ 14 QUALITY GUARANTEE AND STATUTORY WARRANTY**

1. In case the Order provides so, the quality guarantee for the Object of the Order shall be granted. Unless the Order provides otherwise, the period of the quality guarantee for the Object of the Order shall be 12 months from the date of the Parties' signing:
  - a) the Initial acceptance protocol in case that the Object of the Order comprises of the supply of the Object of the Order with assembly, supply of the Object of the Order with supervision over the assembly, supply of the Object of the Order with the design and assembly or the supply of the Object of the Order with the design and supervision over the assembly;

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- b) the Acceptance protocol in other cases; subject to the sentence below. In every case rights under the guarantee shall expire after the lapse of 18 months from the date of delivery the Object of the Order to the Destination, even if the deadline referred to in the previous sentence has not yet elapsed.
2. The Parties hereby completely exclude the statutory warranty for the physical or legal defects of the Object of the Order, referred to in Article 556 and following of the Civil Code.
3. The guarantee stipulated in this section constitutes an exclusive guarantee granted by the Seller, and no other guarantees, neither expressed nor alleged, including the guarantee of merchantability or suitability for particular purposes, shall apply. Thus, the Parties jointly declare that rights and obligations of the Parties with regard to the Supplier's liability for the physical defects of the Object of the Order, including in particular the terms and conditions of the guarantee in case it is granted by the Supplier, shall be stipulated exclusively herein and in the provisions of the Order. Thus, notwithstanding the exclusion referred to in the subsection 2 hereinabove, the Parties jointly declare that, within the scope hereof and within the scope of the Order, they waive the application of the Civil Code provisions on the guarantee, i.e. art. 577-581.
4. Under the guarantee the Seller undertakes to eliminate, without any additional remuneration, any physical defects of the Object of the Order, which are reported within the guarantee period referred to in the subsection 1 hereinabove.
5. The condition for granting a guarantee consists in carrying out the assembly and the start-up under the supervision or directly by the Seller's employees.
6. The Seller shall be liable under the guarantee only when the defect resulted from inherent feature of the Object of the Order.
7. The guarantee does not in no event cover any damage caused as a result of:
  - a) the use of the Object of the Order which is either improper or contrary to its operation, storage or maintenance manual,
  - b) mechanical damage resulting from the fault of the user or a third party,
  - c) the use of the Object of the Order which is contrary to its intended purpose,
  - d) improper transportation or other dislocation of the Object of the Order,
  - e) operation of the Object of the Order by unqualified personnel (unskilled or not trained),
  - f) the use which is contrary to the operation and maintenance manual, the operation materials, consumables or spare parts.
8. The Recipient shall lose all and any rights under the guarantee if any of the following is discovered:
  - a) independent installation (assembly of equipment or other parts of the Object of the Order),
  - b) unauthorized repairs, construction amendments, disassembly, or other modifications in the Object of the Order carried out by unauthorized persons,
  - c) removal of the seals,
  - d) lack of the proper maintenance of the Object of the Order by the Recipient as required in accordance with the operation and maintenance manual,
  - e) a failure to notify the Seller within 3 business days about the discovered defects, or immediately, however not later than within 24 hours, if the defects are hazardous for the Object of the Order,
  - f) user's failure to enable the discovery of the reasons of the damage or of the defect of the equipment.
9. The Recipient shall forward the information about the defects and faults covered by the guarantee to the Seller within 3 business days after discovering a given defect. The written (as well as faxed) notification mentioned hereinabove shall contain data of the Object of the Order (type, serial number) and a detailed description of the scope and type of the defect.
10. The Recipient shall proceed to the repair under the guarantee within 5 days after the effective notification about the defect (subsection 9 hereinabove). In case the Object of the Order should be replaced by the defect-free one, the above period shall be jointly agreed by the Parties. Period for the defect removal shall be agreed by the Parties or, in case of lack of such agreement, shall be indicated by the Seller.
11. The replaced faulty elements of the Object of the Order shall be given to the Seller, at the Destination, with no additional charges, and shall remain his property. Should the Seller fail to request the return of the said damaged or faulty parts or elements within 3 months from the date of their replacement, they shall remain the Recipient's property.
12. A guarantee repair does not include the activities provided for in the technical

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documentation, whose performance is the obligation of the Recipient or the user and at its own cost (e.g. maintenance, fuse replacement, lubricants replacement etc.)

13. In the event that defective Object of the Order or a part thereof is replaced with defect-free Object of the Order or a part thereof, or when significant repairs are performed on the Object of the Order or parts thereof, the guarantee shall not run anew but it shall be extended by the period during which because of the defect of the Object of the Order or a part thereof, which was covered by the guarantee, the Recipient could not use it, subject to the following sentence. The decision about the replacement of the Object of the Order or a part thereof or about its repair is vested in the Seller.
14. In the event of an unjustified guarantee claim concerning a defect or a fault (when it turns out that a guarantee replacement or repair is not necessary), the Recipient shall pay the costs incurred by the Seller as a result of such an unjustified claim.
15. Upon return of the questioned equipment to the Seller, the Seller has the right to deduct the value of the elements missing or damaged through the fault of the Recipient or charge the costs of their repair.
16. The list of the typical fast-wearing and spare parts that are not subject to the Seller's guarantee shall be delivered to the Recipient not later than one month before the date of signing the Acceptance protocol (final acceptance protocol) by the Parties.
17. After the lapse of the term of the guarantee, the Seller shall offer the paid servicing of the Object of the Order in the event that the Parties sign a relevant agreement, i.e. the post-guarantee service shall be delivered under a separate agreement.

#### **§ 15 FORCE MAJEURE**

1. Neither Party shall be held liable for non-performance or delayed performance of its obligations due to force majeure. Force majeure shall be construed as an extraordinary situation or an event independent from the Parties' will, which, in exercising all due diligence, is impossible to be predicted upon the conclusion of the Order and which prevents either Party from performing its obligations resulting from the Order. Force majeure shall not be construed as a result of either Party's error or negligence (of either Party's sub-suppliers, sub-contractors, employees or cooperating persons) and, despite all best endeavours

taken, is not possible to be overcome. The Party to the Order affected by force majeure shall, to the extent possible, notify the other Party of the circumstance occurred, nature of a problem, predicted time and consequences thereof, and take measures aiming at mitigating predicted damage.

2. In case that a force majeure event prevents the Buyer from performing his obligations, the Buyer shall compensate the Seller for costs with regard to securing and ensuring safety of the Object of the Order.
3. A deadline for the Order performance shall be extended by a duration of force majeure.

#### **§ 16 CONFIDENTIALITY**

The Buyer shall keep any and all information obtained by the Buyer in connection with the conclusion and performance of the Order confidential and shall not pass it on to any third parties without the Seller's consent and shall not use it for any other purposes than the performance of the Order, either after the termination, execution or expiry of the Order.

#### **§ 17 LAW, DISPUTE RESOLUTION**

1. Unless the Order provides otherwise, the Polish law shall apply exclusively to the legal relationship resulting from the Order. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the legal relationship resulting from the Order.
2. Any disputes which may arise from the legal relationship resulting from the Order shall be resolved by competent common courts in Warsaw.

#### **§ 18 FINAL PROVISIONS**

1. These GSCTC constitute the model form of contract referred to in Article 384 of the Civil Code.
2. In case of any doubts, it shall be deemed that the Buyer has accepted GSCTC without reservations. Every departure from GSCTC shall be made in writing under the pain of nullity. The Supplier's consent for the departure from GSCTC with regard to given order shall not be construed as general consent therefor with regard to other orders.
3. By concluding the Order, the Buyer shall renounce its general terms and conditions of sale, also if they are included or quoted in a receipt confirmation or any other document.
4. The GSCTC shall constitute an integral part of the Order.

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5. In case of any discrepancies, the provisions of the Order shall prevail over the provisions of these GSCTC.
6. Subject to the provision of § 14 subsection 3 hereof, in any matters not regulated in the Order and in the GSCTC the provisions of the Polish law in force shall apply.