

GENERAL TERMS AND CONDITIONS OF SALE OF EPORE Sp. z o.o.

§ 1

Definitions and general rules

1. The terms used in these General Terms and Conditions of Sale (hereinafter referred to as the 'GTCS') shall have the following respective meanings:
 - a) *Seller* – EPORE Sp. z o.o. (*Polish limited liability company*) with registered office in Bogatynia, ul. Środkowa 7, 59-916 Bogatynia; VAT No. (NIP): 615-17-91-971;
 - b) *Buyer* – each contractor making an order for or purchasing the Materials offered by the Seller;
 - c) *Parties* – the Seller and the Buyer;
 - d) *Material/Materials* – combustion by-products or goods, materials or products on the basis of the combustion by-products, with the exception of construction elements and fittings and other products offered by the Seller's Branch in Żarska Wieś;
 - e) *Combustion by-products (CBP)* – mineral substances (waste, products) generated in the power engineering industry in the energy source combustion or co-combustion processes (mainly: coal, lignite, biomass);
 - f) *Agreement/Sale agreement* – a framework agreement concerning the sale of Materials or a framework (collective) order and, in case of no framework order, a single order for the Materials made by the Buyer and accepted by the Seller;
 - g) *Current order* – an order made by the Buyer under the framework agreement or a framework (collective) order;
 - h) *Offer* – a letter of the Seller addressed to an individual contractor in which at least the following is defined: quantity of Materials offered by the Seller, completion date, unit net price, terms of payment. The Offer presented by the Seller expresses his willingness to enter into an Agreement with the Offer's addressee and is binding for the period of time as indicated in its provisions.
 2. These GTCS constitute the general terms and conditions of agreements within the meaning of Art. 384 of the Polish Civil Code and constitute an integral part of each Materials Sale Agreement entered by and between the Seller and the Buyer (with the exception of the sale of construction elements and fittings offered by the Seller's Branch in Żarska Wieś), unless the Parties expressly agreed otherwise in writing. Each individually agreed departure from the application of these GTCS or any particular provisions of the GTCS shall be made in writing to be valid.
 3. Any different provisions of the Buyer's general terms and conditions of agreement shall not be binding upon the Seller, unless the Seller has expressed his consent for such terms and conditions in writing on pain of invalidity.
- a) the Seller has confirmed the acceptance of the order for Materials submitted by the Buyer;
 - b) the Seller has received an order for Materials submitted by the Buyer before the expiry of the Offer validity period, whereby the Offer may be accepted by the Buyer only unconditionally.
2. The Seller allows the possibility that the orders may be made on the Buyer's own form, whereby the Buyer is responsible for the indication to the Seller of the correct and complete data in the order. All missing elements, ambiguities or errors in the order shall be interpreted to the benefit of the Seller.
 3. The order mentioned herein above should be signed by a person/persons authorised to represent the Buyer or directly authorised to act on behalf of the Buyer.
 4. By executing the Sale Agreement, the Buyer confirms and acknowledges that the GTCS have been made available to him and he accepts the same as an integral part of the Agreement. If the Parties have permanent trade relations, the acceptance of the GTCS by the Buyer during the first order shall be deemed to mean the acceptance of the same in all other orders and Sale Agreements until the moment their provisions have been amended or their application has been recalled.
 5. By making an order/executing the Agreement, the Buyer confirms and acknowledges that the Materials sold correspond to his needs, he is aware of their properties and destination and has no reservations to the same whatsoever.
 6. By making an order/executing the Agreement, the Buyer confirms and acknowledges that he has financial resources sufficient to ensure a timely and correct settlement of the Agreement.
 7. The quantities defined in the Agreement are indicative only; the clarification of the quantities in transport shall be made in result of the current orders, requisitions and on-going arrangements made by and between the Parties.
 8. The Seller may refuse to accept the order, in particular in case of doubts as to the truthfulness of the data contained in the documents provided by the Buyer or in the statements made.

§ 3

General Terms and Conditions of Deliveries and Acceptances

1. The Materials may be collected using the Buyer's transport or the transport ordered by the Seller, depending on the delivery method assumed by the Seller in the given location and depending on the given type of the Materials. The selection of the means of transport is decided by the Seller.
2. The Materials are delivered/collected on working days or on other days as agreed individually.
3. The Seller reserves the right to agree with the Buyer the time schedule of deliveries / collections depending on the order size, Materials availability, order placement time etc.
4. The Seller shall hand over the Materials to the Buyer on dates as indicated in the order, whereby such dates shall be treated as indicative only, unless the Parties have agreed a precise time of the delivery. In the latter case, a delay not exceeding 2 hours shall be allowed and shall not constitute a breach of the Agreement.

§ 2

Execution of the Sale Agreement

1. The Seller shall sell and the Buyer shall buy a defined quantity of Materials in accordance with the Sale Agreement. The Agreement shall also be executed when:

5. The Seller shall not be responsible for delays caused by the occurrence of circumstances of force majeure, and in particular for delays on the part of the power plant as the entity generating the combustion by-products (e.g. failures of production or loading equipment), delays caused by the Buyer, persons cooperating with the Buyer or other third parties.
6. The Materials shall be weighed on a calibrated scale of the Seller or the Manufacturer and shall be accepted on the basis of a weight ticket/delivery note issued by the Seller or a waybill.
7. The duly authorised representative of the Buyer who accepts the Materials is obliged to verify the compliance of the Materials with the Agreement, especially in terms of the type, class, quantity and visible defects, and then to confirm the reception of the Materials by placing his/her legible signature on a copy of the weight ticket, delivery note or waybill. The admissible weight variance is up to 2%.
8. The waybill, the weight ticket or the delivery note signed confirm the type, class, quantity and quality (i.e. lack of visible defects) of the Materials accepted. No reservations mentioned on the waybill, weight ticket or delivery note shall release the Seller from his responsibility for physical damage of the Materials, with the exception of hidden defects.
9. Without the knowledge and consent of the Seller, the Buyer may not change the place of delivery indicated in the Agreement or re-sell the Materials purchased.

§ 4 Delivery orders

1. The deliveries using the transport ordered by the Seller may take place:
 - a) by road, on the basis of a written or phone delivery order made by the Buyer, subject to the provisions of item 3 herein below;
 - b) by rail, on the basis of the Buyer's written delivery order.
2. The current orders (delivery orders) shall be made by persons indicated by the Buyer as authorised to act in this regard in accordance with the Agreement made.
3. The current orders under the Agreement in force may be made by phone, whereby such a phone order must be immediately confirmed in writing (by e-mail).
4. The Seller shall confirm the order acceptance for performance by phone or by e-mail.
5. Any errors or mistakes in the orders shall at the Buyer's expense.
6. In case of deliveries made by the Seller by road:
 - a) orders for the delivery of Materials shall be made at least 2 working days (48 hours) prior to the requested delivery. Occurrence of holidays or any other days off work shall extend the requested term of delivery as appropriate. In case of a failure to meet this deadline, the deliveries may not be performed, unless the Buyer has agreed otherwise with the Seller's logistic department.
 - b) The delivery place or date may be changed (cancelled) by the Buyer at the latest 24 hours before the delivery date on working days and on Friday before 10.00 o'clock a.m. in case of deliveries planned for Monday next week. Any holidays or other days off work shall extend the deadline required for order modification. In case this deadline is not met, the Buyer shall cover the fees for the vehicle redirection and downtime in the amount as defined in

the *Redirection and Downtime Fee Price List* appended hereto in the form of an Annex. Additionally, the Buyer shall cover the costs of transport from the loading place to the delivery place and the costs of transport to the alternative unloading place in accordance with the prices in force at the Carrier's.

- c) In case of deliveries requiring special permits for the transport, the Buyer shall be responsible for obtaining such permits. The Buyer shall provide such a permit to the Seller with due advance, at least one working day before the delivery date.
- d) The Buyer shall prepare the delivery area, the access roads and internal roads so as to allow the Seller to drive freely and make manoeuvres with vehicles of total authorised mass of up to 40 tonnes.
- e) The Buyer shall ensure the readiness to receive the Materials on the agreed date and shall secure the possibility of an efficient, safe, correct and full unloading of the Materials ordered in a proper and safe place (the unloading location should be prepared as appropriate for the reception of Materials, and in case of unloading to a silo, the silo should have adequate technical efficiency and storage capacity). In case full unloading is not possible for reasons appertaining to the Buyer, the Buyer shall cover the fees for the vehicle redirection and downtime in the amount as defined in the *Redirection and Downtime Fee Price List* appended hereto in the form of an Annex. Additionally, the Buyer shall cover the costs of transport from the loading place to the delivery place and the costs of transport to the alternative unloading place in accordance with the prices in form at the Carrier.
- f) The Buyer shall ensure that a person authorised to accept and confirm the delivery is present at the unloading location and is ready to start the acceptance of the Materials immediately. In case no specific person authorised to accept the delivery is indicated, it is assumed that any person present at the delivery place is authorised to do so.
- g) Unloading takes place at the location indicated by the Buyer not later than within 30 minutes of the arrival of the vehicle. In case this deadline is exceeded, the Seller may charge the Buyer a fee for downtime (waiting time) of the vehicle for each commenced hour of waiting in accordance with the unit prices listed in the *Redirection and Downtime Fee Price List* appended hereto in the form of an Annex.

§ 5 Buyer's Own Acceptance

1. In case the deliveries are made using the Buyer's own vehicles or by a Carrier acting upon the commission of the Buyer (EXW location indicated by the Seller):
 - a) The Buyer shall deliver to the Seller with advance of at least 1 working day before the planned acceptance a list of drivers authorised to collect the Materials. The authorisation should include at least the following: name and surname of the driver, number of the identity card of the driver, vehicle's registration plate number. The authorisation mentioned above may be a collective

authorization. The authorisation shall be valid for a period of time as indicated therein and in case no expiry date is mentioned - until the moment its revocation is delivered to the Seller. The authorisation shall be signed by a person or persons duly authorised to represent the Buyer.

- b) The Buyer shall observe and follow all the procedures, principles, guidelines and regulations in force at the Materials collection location/the given power plant or combined heat and power plant, the existence of which has been duly communicated to him or which have been made public in a way making it possible for the persons present at the given location to familiarise with (e.g. have been displayed in a visible place).
- c) The Buyer shall ensure the collection by means of specialist vehicles adjusted to the type of Materials transported and to subject the loaded vehicle to control weighing on the scales before leaving the collection location. In case the results of the weighing on the scales indicate that the admissible total load standards have been exceeded, the vehicle shall be returned for partial unloading at the cost and risk of the Buyer. In case the vehicle driver should refuse to adjust the Total Authorised Mass of the vehicle to the standards in force, the weight ticket shall not be issued and the Seller shall treat this activity as a gross violation of the provisions of the Agreement.
- d) In case the Buyer or the Carrier acting upon commission from the Buyer should fail to meet the obligations laid down in this paragraph, the Seller may refuse to issue the Materials without any liability on this account towards the Buyer.

§ 6

Selling Price and Terms of Settlement

1. The selling price and the payment date other than the ones defined in § 7 (3) herein below shall be defined in the Agreement or the Seller's Offer.
2. The quantity of Materials collected/delivered indicated in the VAT invoice shall result from the weighing document (weight tickets with net weight) issued by the Seller.
3. In case of deliveries made by Seller's vehicles, the selling price shall cover the transport utilising the full transport capacity of the vehicle (full vehicle transport), unless otherwise agreed by the Parties in writing. Each case of deviation from the full vehicle capacity utilisation shall require separate price arrangements between the Seller and the Buyer.
4. The Buyer hereby authorizes the Seller to issue VAT invoices without the signature of the other Party.
5. The payment day shall be the date when the funds were credited at the bank account of the Seller, unless otherwise stipulated in the Agreement.
6. The Seller may accrue default interest for each day of delay in the payment after the payment date indicated at the VAT invoice.
7. The Buyer shall make timely payments of amounts due under the invoices issued by the Seller on pain of the Seller's withholding of the performance of his obligations without any liability for the improper performance of the Agreement until the moment all past due payments are made together with the due default interest.
8. No complaint made by the Buyer shall influence the obligation to make a timely payment or the payment amount.

9. The Buyer shall not be authorised to make any deductions or assignments of amounts due in relation with the Seller without an express consent of the Seller made in writing.

§ 7

Merchant Credit

1. An individual client (a natural person) may purchase the Materials comprised in the Seller's trade offer only after a prior payment.
2. Any company that has not made any purchases from the Seller shall start the cooperation based on prepayments. In order to receive the merchant credit understood as the right to pay the amounts due for the sale at a later stage, the Buyer should make at least three purchases for the total value as defined by the Seller in accordance with the internal regulations in force at the Seller's. The grant of the merchant credit shall be preceded by the execution of an agreement.
3. The delayed payment date shall be 14 days of the invoice date, unless otherwise agreed by the Parties in writing.
4. The merchant credit limit is the maximum value of the Buyer's debt towards the Seller. The utilisation of the merchant credit limit shall comprise the total of the value of invoices issued and the value of Materials handed over but not invoiced.
5. The grant of the merchant credit shall not constitute the Seller's consent for any delays in the payment and shall not provide a basis for the Buyer's claim to have the Materials handed over.
6. In case the merchant credit limit is exceeded of the amount of the merchant credit limit is withdrawn or decreased, all the amounts due to the Seller become payable immediately.
7. The Seller has the right to change the merchant credit limit and the payment term granted to the Buyer on the basis of the ongoing analysis of the turnovers with the Buyer and the flow of mutual cooperation.
8. In case no merchant credit limit is granted, the order may be accepted and performed only after a prepayment has been made for the performance of the order or part thereof.
9. In case the merchant credit limit granted has been withdrawn or decreased, the order may be performed only after a prior prepayment has been made or after the Buyer has provided another security for his liabilities towards the Seller (e.g. a bill of exchange), which shall be negotiated separately by and between the Buyer and the Seller.

§ 8

Security for the Payment

1. The Seller may at any time request that the Buyer provided an appropriate security to back his claims for payment. The Seller shall be entitled to withhold, without any responsibility towards the Buyer on this account, the performance of the Agreement in wholly or in part until the Buyer has established the said security.
2. The Seller's request concerning the security for his claims is equivalent to the withdrawal of the Buyer's merchant credit.
3. The Buyer's refusal to establish a security shall authorise the Seller to an immediate termination of the Agreement without any responsibility towards the Buyer on this account.

§ 9

Contract Termination

1. The Seller has the right to terminate this Agreement with an immediate effect in case the Buyer has violated any provisions of this Agreement and, despite the notice to discontinue the violations and despite the indication of a deadline by which such violations should be discontinued, the Buyer still violates the Agreement.
2. The Buyer has the right to terminate this Agreement with an immediate effect in case the Seller failed to observe the dates on which the Materials should be issued as indicated in the Agreement and, despite the written notice with a justification and despite the indication of an additional deadline, the Seller still and unjustifiably fails to issue batches of Materials to the Buyer or fails to make the deliveries.

§ 10 Responsibility

1. The Buyer shall be obliged to assess before the execution of the Agreement whether or not the Materials ordered correspond to his needs. By placing the order/executing the Agreement, the Buyer confirms that the Materials correspond to his needs, that he is aware of the properties and destination of such Materials and that he has no reservations whatsoever as regards such Materials.
2. All Materials must be used in accordance with their reference documentation, in particular the documentation indicated in the Agreement, in accordance with the applicable building standards and laws, legal regulations as well as technical and construction regulations.
3. The Seller shall not be responsible for the use of the Materials by the Buyer or other persons that is improper or not compliant with their destination or properties and for the consequences thereof as well as for the improper storage of the Materials.
4. In case of collection of Materials that have a status of waste and which the Buyer physically takes into his possession, the Buyer shall acquire and provide to the Seller before the commencement of collection the copies of due permits to transport the waste, to carry out activities related to the waste recovery, elimination, and collection as well as to carry out waste registration in accordance with the provisions of the Waste Act of 14 December 2012 (*Journal of Laws Dz.U.2016.1987 as amended*). The Buyer shall be obliged to notify the Seller on an ongoing basis about all and any changes as regards the above-mentioned permits concerning waste management.
5. In case of collection of Materials that have a status of waste and which the Buyer does not physically take into his possession, the Buyer shall provide to the Seller before the commencement of collection the copies of due permits held by his contractor (the final waste receiver) to transport the waste, to carry out activities related to the waste recovery, elimination, and collection. The Buyer shall be obliged to notify the Seller on an ongoing basis about all and any changes as regards the above-mentioned permits concerning waste management. The foregoing shall be a condition determining the hand-over of the goods and the Buyer shall be obliged to enter into appropriate arrangements in this regard in the agreement executed with his contractor (Waste Receiver). Additionally, the Buyer shall provide to the Seller the waste hand-over charts completed by his contractor (Waste Receiver) on pain of the payment by the buyer of a contractual penalty of PLN 1,000 per each case of a failure to accept the waste by an entity duly authorized to do so. Until the waste hand-over charts are returned, the Seller reserves the right to withhold subsequent deliveries/collections of Materials.
6. In case of the collection of Materials that have a status of by-products, the Buyer shall confirm in writing to the Seller that the Materials are used in a production plant and are processed in an installation as, respectively, a concrete additive, a cement component or a component in the production of binding materials, plaster boards and mortars or in the production of prefabricated products - as per the applicable technical standards in force. The statement to the effect as above shall be made in the Agreement or shall be provided to the Seller before the Agreement has been executed.
7. The Seller shall not be responsible for the quality of Materials ordered that are not officially approved or certified.
8. In case the Materials are collected by the vehicles of the Buyer or a Carrier acting on behalf of the Buyer, the responsibility for the Materials passes onto the Buyer upon the moment the Materials are handed over to the Buyer or the Carrier acting on his behalf.
9. All the risks related to the Materials, in particular the responsibility for the Materials, their storage, use, damage and loss shall be transferred onto the Buyer upon the collection of the Materials from the collection location (i.e. the Seller's premises, the power plant/combined heat and power plant or any other place as indicated by the Seller) by the Buyer or by an authorised Carrier, and in case of the delivery of Materials by the Seller (or by an entity acting on his behalf or account) to the location indicated by the Buyer - upon the unloading moment, irrespective of the moment the ownership title to the Materials is transferred.
10. The Buyer shall be fully responsible for any damage caused by the failure to observe the terms and conditions of an economic use of Materials.
11. In each situation any damage is suffered, the Seller reserves the right to claim damages in accordance with the general principles.
12. In no event shall the Seller be responsible for the damage consisting in the loss of profits by the Buyer which would have been obtained by him had the damage not been made.
13. In case the provisions of § 3 (9) herein above are violated, the Buyer shall pay to the Seller a contractual penalty in the amount equal to 2-fold value of the gross amount of the given order.
14. The responsibility of the Parties for a failure to perform the Agreement or its improper performance is excluded only in case of circumstances of force majeure. The Parties shall not be responsible for a partial or total failure to perform the Agreement in consequence of circumstances understood as force majeure. The term 'force majeure' shall be understood to mean all case of an unusual, unforeseeable, foreseen but unavoidable events as well as events that are beyond the control of the Parties to the Agreement which occur after the effective date of the Agreement and which prejudice the performance of the obligations laid down in the Agreement. They comprise in particular: martial law, riots, general mobilization, strikes, fires and permanent interruptions of road transport and unforeseeable breakdowns as well as changes of laws or similar acts which make it impossible to perform the Agreement in whole or in part and which are beyond the control of the Parties and which the Parties could not predict, decrease in the quantity of combustion by-products generated by the Producer - if such circumstances

impact the performance of the Agreement. The Parties shall be released from their liability for the failure to perform or improper performance of the Agreement caused by the circumstances of force majeure, e.g. acts of God, general mobilization, acts of war, etc.

15. Each of the Parties hereto may invoke the force majeure clause on condition that the other Party shall be advised of its occurrence immediately.

§ 11 Complaints

1. To be valid, all complaints shall be made in writing immediately after their identification and shall be sent by registered letter to the address of the Seller's seat or by e-mail to the following address: *reklamacje@epore.pl*, subject to the provisions of clause 2 herein below.
2. Any complaints concerning the quantity of Materials loaded, their type, class and visible physical defects shall be reported to the Seller upon the Materials hand-over in accordance with § 3 (7) and (8).
3. For purposes related to the complaint handling, the Buyer shall be obliged to secure the batch of Materials subject to the complaint and ensure that the Materials are not subject to further use and shall make it possible for the Seller to familiarise with the Materials subject to the complaint, and in particular to inspect it visually and take representative samples of the batch subject to the complaint.
4. If it is necessary that further quality tests are made in order to take a decision to accept or reject the complaint, then a sample of the Materials shall be taken in the presence of the Buyer to be sent to an independent approved laboratory for tests. The test results obtained shall be final and binding upon the Parties.
5. The samples for tests shall be taken strictly in accordance with the laboratory procedures applied in case of Materials testing by the Materials producer or by independent approved laboratories.
6. Samples not taken in accordance with the above-mentioned procedures shall not be considered. In such case or in case it is impossible to take a sample in accordance with the above-mentioned procedures, the results obtained by the producer's laboratory shall be deemed final and binding when it comes to the evaluation of Materials.
7. The costs of tests carried out by an external laboratory shall be borne by the Party for which the complaint settlement is unfavourable.
In case the results obtained constitute a basis for the complaint rejection, the Buyer hereby authorises the Seller to re-invoice the costs of laboratory tests.
8. The Seller shall consider the complaint and shall advise the Buyer of the manner in which it will be considered within 30 days of the reception of the complaint.
9. If the degree of complexity of the complaint does not allow the complaint consideration within the deadline as indicated in the preceding item, the Seller shall advise the Buyer of this fact, indicating, at the same time, the estimated deadline for the complaint consideration.
10. In case physical defects are found in the Materials delivered, the Seller shall offer the Buyer a discount from the price defined in the Agreement. If the Buyer has accepted this solution, the complaint proceedings are deemed completed and the Buyer's claims under the statutory warranty are thereby exhausted.

11. Should, under the statutory warranty, the Buyer demand a delivery of appropriate quantity of Materials of the same type and free from defects, the Seller shall deliver the same at his own expense within the deadline as agreed with the Buyer.
12. In case the Buyer does not accept any solutions mentioned in the items herein above, the Parties shall undertake good faith negotiations aimed at determining a satisfactory resolution of the complaint.
13. In case of a delivery of incorrect quantity of Materials, the Buyer, invoking the statutory warranty, may only demand that the sale invoice be corrected by the difference in quantity.
14. The Seller shall not be liable for defects of Materials which, maintaining due care and diligence, could have been noticed during the delivery in accordance with § 3 (7).
15. The costs incurred by the Seller in relation with unfounded complaints shall be charged to the Buyer.

§ 12 Confidentiality

1. The agreements made by and between the Seller and the Buyer shall be confidential and the Parties shall not disclose or make the contents thereof available to any third parties without an express and written consent from the other Party, subject to the provisions of the clause below.
2. The confidentiality clause shall not apply in case of the performance by the Seller of the information obligations resulting from the applicable legal regulations, in particular in relation with PGE Polska Grupa Energetyczna S.A.
3. The Parties shall undertake appropriate steps in order to ensure that the access to important commercial, technical, technological or organisational information obtained in relation with the mutual commercial cooperation of the Parties was restricted to authorised persons only.
4. The confidentiality clause shall remain in full force and effect during the term of this Agreement as well as for 3 years after its termination.
5. The Parties hereto reserve the right to provide information about the fact that the Agreement has been executed and the right to use the references of the other Party.

§ 13 Final Provisions

1. Each individually agreed departure from the application of these GTCS shall be require an express consent in writing of the Seller to be valid.
2. The Buyer shall immediately inform the Seller in writing about any changes concerning his company's legal status, registration documents (VAT number [NIP], copy of an entry in the National Court Register [KRS]/copy of an entry in the registration of economic activity), changes of persons authorised to perform the Agreement, changes of addresses as well as all other changes of importance in the context of cooperation of the Parties hereto.
3. The Buyer may not transfer his rights or obligations under the Agreement onto any third parties without a prior consent from the Seller expressed in writing on pain of invalidity.
4. No invalidity or unenforceability of any provisions of the Agreement or the GTCS shall result in the invalidity or unenforceability of the remaining provisions. Should a situation like this arise, the Parties hereto shall immediately

- start negotiations in order to replace the text of such a provision with a new one that ensures that the economic purpose of the Agreement could be achieved.
5. In case of discrepancies between the written text of the Agreement and the text of these GTCS, the provisions of the Agreement shall prevail.
 6. All disputes which may arise between the Parties in relation with the performance of the Agreement which cannot be resolved amicably shall be referred for settlement to a court of law with material jurisdiction over the registered office of the Seller.
 7. The Agreement shall be governed by the Polish law.
 8. All matters not regulated by the provisions of the Agreement of the GTCS shall be governed by the applicable provisions of the Polish Civil Code and the special regulations of the Polish law concerning the subject matter of the sale.
 9. The GTCS with annexes can be obtained at the website **www.epore.pl** and in the Seller's office in Wrocław, ul. Strachocińska 90/90a, 51-511 Wrocław.
 10. The following Annexes shall constitute an integral part of the GTCS:
- Redirection and Downtime Fee Price List.
 11. These GTCS shall come into full force and effect on 15/05/2017.

Wrocław, 15/05/2017.

Seller: EPORE Sp. z o.o.

Redirection and Downtime Fee Price List

1. The Buyer shall pay to the Seller (EPORE Sp. z o.o.) the fees for downtime and fees for redirection in accordance with the prices laid down in the table below.

Fee (contractual penalty) due to the vehicle downtime (waiting time) at the unloading location exceeding the time of 30 minutes as assumed in the General Terms and Conditions of Sale.	PLN 100 per each commenced hour
Fee (contractual penalty) for the necessity to redirect the vehicle due to the reasons appertaining to the Buyer ¹	PLN 150

2. The prices quoted are net prices and must be increased by the due VAT tax in accordance with the legal regulations in force on the day the fees are calculated.
3. This price list has been valid since 15/05/2017.

¹ The Buyer shall also cover the costs of transport from the loading place to the delivery place and the costs of transport to an alternative unloading place.