

GENERAL TERMS AND CONDITIONS of sale and services of LEONI KABEL POLSKA SP. Z O.O. (version 6/2021)

A. GENERAL PROVISIONS

1 Scope

- 1.1 These General Terms and Conditions shall apply to all contracts concerning sale of goods and provision of services of LEONI Kabel Polska sp. z o.o. (hereinafter "LEONI") as well as offers made or accepted by LEONI, unless otherwise expressly agreed. These General Terms and Conditions shall apply also to all future provision of goods and services, orders and offers made or accepted by LEONI, even if no separate further agreement has been entered into in respect thereof. However, these General Terms and Conditions shall not apply to consumers within the meaning of Art. 221 of Polish Civil Code.
- 1.2 Any general terms and conditions of the other party shall not apply even where LEONI has not expressly objected to them. Even if LEONI refers to any document containing or referring to the general terms and conditions of the other party or any third party, this shall not constitute consent to the application of such general terms. The same shall apply accordingly in relation to any deliveries or payments.

2 Definitions

- 2.1 Some of the terms used related to the copper business in contractual documents of LEONI are not used consistently in the industry. LEONI, however, endeavours to use terminology consistently in the interests of transparent business relationships and customer communication. In order to avoid difficulties in their interpretation, we refer to the following definitions of the terms. These definitions form part of the contract. If the terms defined below are used in contractual documents, they have the meaning given below:
- 2.1.1. Camden: The price of copper published by the International Wire Group (IWG), which is based on the COMEX listing and includes the expected copper price movements for the next two weeks. It is published every two weeks by the IWG at www.iwgcopper.com.
- 2.1.2. COMEX: Price for copper in USD on the New York Mercantile Exchange, COMEX Division (Commodity Exchange Inc.), which has licensed warehouses for gold, silver and copper.
- 2.1.3. DEL: Deutsche-Elektrolyt-Kupfer-Notierung für Leitmaterial (German Electrolyte Copper for Conducting Purposes) – current price for copper in EUR, which is calculated and released by a trust agency set up by DEL-Notiz e.V on a daily basis based on the average of various listings.
- 2.1.4. Effective cross section: The effective cross section is the actual geometric cross section of a conductor (where applicable, inside a cable). Small tolerances are possible due to production processes.
- 2.1.5. Total price: For copper cables, the total price is generally made up of the adder price and the final sales price for the copper product.
- 2.1.6. GIRM: The GIRM (Groupement d'Importation et de Répartition des Métaux) publishes a copper value based on the LME. It can be accessed at www.kme.com/fr. The listing is mainly used in France.
- 2.1.7. Adder price: The adder price gives the price for the cable without the metal content, which is calculated separately.
- 2.1.8. Copper base/copper base price: The copper base price is a standard value agreed with the Buyer (e.g. EUR 150/100 kg). Stating the copper base price (e.g. EUR 150/100 kg) is intended to make it easier to compare quotations. On the basis of a hypothetical copper listing of, for example, EUR 150/100 kg, a total price is calculated, which can be compared to other quotations that are calculated based on a different or the same hypothetical copper listing. The actual price to be paid may deviate significantly upwards or downwards depending on the actual copper listing as a considerable copper surcharge may have to be paid in some cases. It is therefore not possible to ascertain the actual invoice amount or a ballpark indication of its amount from this price.
- 2.1.9. (Copper) premium/fabrication charge/fabrication adder: The term describes the costs incurred when transforming the raw copper ore into a usable form, i.e. up into continuous cast wire rod.
- 2.1.10. Final sales price for the copper product: The final sales price for the copper product is calculated based on the agreement with the Buyer. Calculation factors are normally the delivery quantity, the type of cable, the copper sales factor and a copper price model (e.g. low DEL average for the month prior to delivery plus 1% procurement costs).
- 2.1.11. Copper price model: The copper price model is a copper invoicing model agreed with the Buyer which determines which amount, taking various factors into consideration, such as a certain listing over a certain period, is to be used as an invoicing value for the copper component when invoicing the Buyer. Example: 3-month DEL average plus 1% procurement costs.
- 2.1.12. Copper sales factor: The copper sales factor is a purely commercial calculation factor that is used to calculate the total price of a cable. Although customar-

ily expressed in the business in kg/km, the copper sales factor does not indicate the quantity or weight of the actual copper contained in the cable. It is a purely arithmetic calculation factor that does not give any direct indication of the quantity of copper used in the cable.

- 2.1.13. Copper surcharge: The copper surcharge is calculated based on the difference between the copper price model agreed with the Buyer and the copper base price agreed with the Buyer, which is multiplied by the copper sales factor. The following formula is used to calculate the copper surcharge:

$$\text{Copper surcharge [€/km]} = \frac{\text{Copper sales factor [kg/km]} \times (\text{agreed copper price model [€/100 kg]} - \text{copper base price [€/100 kg]})}{100}$$

- 2.1.14. LEONI (as an exchange key): Continually updated LEONI prices for various copper alloys, which are made up of at least two elements. The respective formula is based on the chemical composition of the respective alloy.
- 2.1.15. LME: Exchange price on the London Metal Exchange for copper in USD. The LME listing is also the basis for determining the DEL listing in EUR.
- 2.1.16. LME1: Exchange price on the London Metal Exchange, one of the world's largest metal trading centers. The exchange determines global reference and cash settlement prices for metals on a daily basis. The copper premiums, which are determined annually by the trust agency DEL-Notiz e.V. and which are intended to cover the production stages up to the manufacture of the cathode, are included in this price, in contrast to the LME.
- 2.1.17. MK: The "metal listing for copper" (German: Metallnotierung Kupfer) refers to the metal base price calculated by the largest European manufacturer of semifinished copper products. The MK price is based on the LME listing plus additional price components and is accessible at www.westmetall.com.
- 2.1.18. Nominal cross section: Nominal cross section is the cross section specified in certain documents. This does not always correspond to the actual cable cross section, but it is a good basis for standardization and calculations. The electrically effective cable cross section for metal cables is determined by measuring the electrical resistance (generally the DC resistance) and, due to the different constructions of the individual types of cable and additional processing effects, does not categorically correspond to the geometric cable cross section, which would be derived from the nominal cross section and the standard values for specific resistances. It is therefore a nominal value that indicates certain operational characteristics and possible uses. This is to be expressly indicated when using the term.
- 2.1.19. Nominal: The use of the term "nominal" with reference to a number indicates that it refers to an abstract indicator. The specific number indicated may differ from the actual number; however, a number given as "nominal" indicates an approximate value that is generally present based on the standards and experience.
- 2.1.20. SHME: The Shanghai Metal Exchange (SHME), a state futures exchange in China, is a non-profit, self-regulating corporation. The exchange was created for trading in non-ferrous metals including copper, aluminum, lead, zinc, tin and nickel. The listing is normally used in China.
- 2.1.21. WME/Westmetall: Westmetall GmbH & Co. KG is an internationally oriented trading company for non-ferrous metals. Its core business is trading the commodity metals copper, tin, nickel and lead as well as copper alloys. Daily prices for these metals are published online at www.westmetall.com. LEONI uses these mainly for alloys.

3 Contract formation

- 3.1 All ancillary agreements, orders, reservations, amendments thereof and amendments to these General Terms and Conditions must be made in writing otherwise being null and void. Lack of answer to the offer made by the other party to LEONI shall not be treated as the acceptance of the offer by LEONI. If, in any individual case, the parties make other arrangements or agreements, such arrangements or agreements must be confirmed in writing in detail without delay. Orders must conform to LEONI's offer or contain express references to any departures therefrom.
- 3.2 Should LEONI get to know any circumstances causing doubts about the other party's creditworthiness after conclusion of the contract, LEONI is entitled, at its own discretion, to either terminate the contract with immediate effect, to demand advance payment, or to supply only if a security has been provided. In case the advance payment is not made or the requested security is not provided by the other party, LEONI is entitled to terminate the contract with immediate effect. This also applies when debts due have not been paid despite demand for payment. In the event of such termination of the contract, the other party claim for damages due to non-performance or improper performance of the contract is excluded.

4 Delivery – general rules

- 4.1 Prerequisites for adherence to agreed delivery periods are timely receipt by LEONI of all documents to be supplied by the other party, granting of all permits required and particularly release of plans, as well as adherence to payment conditions agreed upon, and compliance with other obligations by the other party. Should these conditions not be satisfied in time the delivery periods are extended for an appropriate period; this does not apply if LEONI is responsible for any such delay.
- 4.2 Should the other party neglect to fulfil any obligation or not do so punctually (submission of technical drawings, instructions, data, ordering of material, etc.), LEONI shall inform the other party of the new delivery period replacing the original one, once the other party has fulfilled its obligations or, if this is omitted, once LEONI is in position to determine the new appropriately extended delivery period.
- 4.3 If the delivery of goods or provision of services is impeded by force majeure understood as interruptions of LEONI operations, or those of LEONI's suppliers that could not be prevented although ordinary care was taken, or by labour disputes, strikes, unrest, measures of public authorities and other unforeseeable, unavoidable serious events the delivery period is extended appropriately. Should these interruptions make the delivery of goods or services impossible, LEONI's obligation to deliver is cancelled, even if LEONI has been in default already. In such case the other party cannot claim for damages.
- 4.4 LEONI's liability for non-performance or improper performance of the contract is limited to damages that are customary and foreseeable in this industry only. If LEONI did not act wilfully misconduct, LEONI is liable only up to the value of the respective individual order or service. In case of continuous obligations, LEONI is liable only up to the amount of remuneration actually paid by the other party for such orders or services within 3 months before the first damage occurred. Liability for lost profit, including standstill of entrepreneurship and all other indirect damages is excluded except in the case of wilful misconduct. To the highest extent permitted by law, the other party is obliged to indemnify LEONI and hold it harmless from any third party's claims for damages (including lost profit) caused by the goods or services delivered by LEONI to the other party.
- 4.5 In case LEONI uses the other party's materials to deliver goods or services, the unused part of the materials becomes LEONI's property at no additional costs, unless LEONI decides to return the unused materials to the other party.
- 4.6 In case the goods or services had not been delivered and the other party terminated the contract due to other reason than LEONI's material breach of the contract, LEONI is entitled to receive all payments due under the terminated contract and the other party is not entitled to make any deductions.
- 4.7 All measures necessary to import the goods that are the subject matter of the contract into the country indicated by the other party, such as obtaining import licenses and currency authorizations, have to be taken in good time by the other party. Should the other party become aware of circumstances impeding the import LEONI is to be advised without delay. Should obtaining the required import documents be questionable LEONI shall be entitled to withdraw from the contract after a period of grace of another two weeks has expired. In case of such withdrawal, the other party's claim for damage is excluded.
- 4.8 For deliveries to EU member states the other party is obliged to inform LEONI of its VAT ID number upon placing the order. Should the other party fail to do so, or disclose an incorrect number, LEONI shall be entitled to claim damages. The same applies if the other party fails to make the required confirmation on shipment and final destination for deliveries ex works available to LEONI. The other party shall provide LEONI with any necessary confirmation by the end-purchasers of the goods regarding the transport and final destination of the goods (certificate of delivery). In addition, the other party shall provide LEONI with any necessary confirmation by the end-purchasers of the goods regarding the transport and final destination of the goods (certificate of delivery). In the event that LEONI does not timely receive the certificate of delivery, the other party shall compensate LEONI for the statutory VAT in addition to the agreed purchase price or remuneration; in such case, LEONI shall issue a new invoice showing the statutory VAT for the delivery in question.
- 4.9 In cases of export to countries outside the EU, the other party shall provide LEONI with such documentation as required under the applicable tax rules without delay following the delivery of the goods or services. If the other party fails to discharge this duty, LEONI shall be entitled to demand compensatory damages.
- 4.10 LEONI shall be entitled to partial deliveries of goods and partial services to the extent this is reasonable for the other party. Deliveries of excess quantities or short quantities customary within the business sector, up to 10% of the contract volume, shall not constitute a defect or deficiency and the other party shall accept these. Billing shall be in line with the quantities actually delivered.
- 4.11 All prices are based on the cost situation at the time when the order is placed. Should the goods or services ordered be supplied within 4 months after the order was placed and should material costs, wages and salaries and/or other costs rise in this period, LEONI shall be entitled to demand an appropriate sur-

charge for this increase in costs based on the original cost calculation.

5 Default in payment

- 5.1 The other party is in default should the payment not be effected as agreed within 14 days from receipt of the invoice.
- 5.2 Should the other party be in default of payment, all existing LEONI receivables become due in cash immediately regardless of bills of exchange having been accepted or credit terms having been granted. The other party may no longer sell any goods which are fully or jointly owned by LEONI and is obliged to provide security. The authorization to collect debts assigned to LEONI expires.
- 5.3 The same applies if there is reasonable doubt regarding the other party's creditworthiness.
- 5.4 The other party grants LEONI a right of lien affecting all materials assigned to execute the contract or particular order to secure all claims accruing from all agreements concluded between LEONI and the other party until the date of receipt of the materials to LEONI. Should the other party fail to pay on due date or its credit standing deteriorates, LEONI is entitled to enforce the pledge by selling the pledged items in the open market at the price quoted on the London Metal Exchange or, if not listed there, at the average Polish market price on the date the other party failed to pay or lost credit.
- 5.5 The interest for overdue payments amounts to the maximum interest for overdue payments in force as amended from time to time within the meaning of Art. 481 § 21 of Polish Civil Code.
- 5.6 Without prejudice to the provisions of the Directive No. 2011/7/EU of the European Parliament and of the Council of February 16, 2011 on combating late payment in commercial transactions as well as the Polish Act on combating late payment in commercial transactions dated March 8, 2013, the other party shall bear all reasonable fees, costs and expenses incurred by LEONI (or any third party to which LEONI has assigned its receivables) from or in connection with any successful recovery proceedings against the other party.
- 5.7 Any amounts received from the other party will be counted by LEONI against the oldest outstanding contractual claim between LEONI and the other party.

6 Intellectual property rights

- 6.1 Unless agreed otherwise, LEONI shall provide the goods and services free of any intellectual property rights ("IPR") of third parties only in regard to the country in which the place of delivery is located. If any third party makes a claim against the other party for infringement of IPRs by goods and services provided by LEONI and utilised in line with the contract, LEONI shall be liable to the other party within 12 months from the delivery of goods or services as follows:
- 6.1.1 LEONI may at its discretion and its own expense in relation to the respective deliveries either (i) procure a right of use or a licence for the goods and services in question, (ii) modify such so that the IPR is not infringed or (iii) replace such. If this is not possible for LEONI under reasonable conditions, the other party may withdraw from the contract or reduce the price.
- 6.1.2 Any obligation of LEONI to pay compensation shall be subject to § 4.4.
- 6.2 The obligations of LEONI referenced above shall only apply if the other party informs LEONI in writing without delay regarding the claims asserted by the third party, does not acknowledge any infringement and reserves for LEONI any defence or settlement negotiations. If the other party ceases to use the goods and services for reasons of mitigation of damages, it shall be obliged to alert the third party to the fact that its cessation of use thereof is not associated with any acknowledgment of any alleged infringement of IPR.
- 6.3 The other party shall have no entitlement to assert any claims if the other party bears fault for the IPR infringement.
- 6.4 Any rights of the other party to claim are hereby excluded if the IPR infringement results from special instructions of the other party, or is caused by an application thereof which was not foreseeable to LEONI, or is caused by the fact that the other party has modified the goods and services or utilised them together with products which were not supplied by LEONI.
- 6.5 Where third party IPRs are infringed in the case of goods and services provided to drawings or other details provided by the other party, the other party shall bear an obligation to indemnify and hold LEONI harmless against all such claims.
- 6.6 Any IP-related claims against LEONI and its co-workers beyond the claims of the other party provided for under this § shall be excluded.

B. PROVISIONS REGARDING SALES AND DELIVERY OF GOODS

7 Delivery of goods

- 7.1 Call-off orders must be planned or called off by the other party within six months after formation of the contract or order confirmation from LEONI unless otherwise agreed. After this period, or in the case that the other party

- does not call off the goods as agreed within six months of ordering, and after a period of grace of two weeks has expired, LEONI shall be entitled to either demand immediate acceptance and payment of the goods or to terminate the contract with immediate effect or to claim damages for non-performance of the contract.
- 7.2 Delivery periods given indicate the approximate date of delivery ex works provided that all prerequisites to production are satisfied, unless binding delivery dates have been agreed upon. LEONI is not responsible for particular transport period.
- 7.3 Should the other party be in default of acceptance, LEONI is entitled to impose a contractual penalty – beginning one month after advice of the goods being ready for dispatch amounting to 1% of the total invoice amount for each month or part thereof for the goods the other party is in default with. LEONI is entitled to claim damages exceeding the amount of contractual penalty.
- 8 Claims based on defects**
- 8.1 Statutory warranty for defects under Polish law for the goods sold or delivered by LEONI is excluded. If the statutory warranty for defects has been expressly granted in the agreement, the following amendments to the statutory warranty shall apply, unless other rules have been expressly agreed by the parties to the agreement.
- 8.2 The other party has to inspect the goods immediately upon receipt. Claims based on an apparent defect may only be notified by the other party to LEONI at the day of receipt and on a latent defect within 3 months of receipt of goods. In case of deliveries according to sample, claims based on defects are excluded even for latent defects if the goods supplied comply with the sample. Should any defect be caused by material supplied by the other party, any claim based on defects is excluded.
- 8.3 All claims based on defects require that LEONI is notified immediately in writing or electronically upon detection of the defect and before processing or handling of the goods in question, and that a sample of the goods objected to is sent to LEONI. Shipping damage is to be noted on the bill of lading and delivery note and to be confirmed by the driver with his/her signature.
- 8.4 Upon existence of a physical or legal defect, LEONI can either put the goods into the condition conforming to the contract or supply a substitute at the agreed place of delivery free of charge against return of the defective goods. Property of the replaced goods passes to LEONI. After three unsuccessful attempts of rectification of a defect or substitute delivery, the other party shall be entitled to claim price reduction or withdraw from the contract. Further claims are excluded, unless an imperative liability under the applicable law applies or claims are covered by the guarantee given by LEONI.
- 8.5 To the extent LEONI has given a guarantee (Art. 577 of Polish Civil Code) possible damage claims shall be limited to a typical and foreseeable damage and at the most to the value (excluding VAT) of the individual order the defective product forms part of.
- 8.6 With expiry of the limitation period of 12 months from receipt of goods, the other party's right to make claims under guarantee becomes statute-barred.
- 9 Prices and payment**
- 9.1 Prices are quoted FCA LEONI (INCOTERMS 2010) net of the applicable rate of VAT in each case. Unless otherwise agreed all packaging and shipment costs shall be borne by the other party.
- 9.2 Empties – in particular transportation equipment, such as reels, drums and barrels (“Empties”) – are invoiced separately as a refundable deposit. The other party shall pay for the Empties as it pays for the goods delivered. Upon full payment the Empties become the other party's property but it has a right to return the Empties in good, clean and re-useable condition without any material residues. In such case the invoiced amount of refundable deposit will be fully reimbursed.
- 9.3 Empties are to be returned to the LEONI works that shipped the products at the other party's risk and expense. In the event of damage to the Empties, LEONI shall be entitled to set off the sum retained as a refundable deposit against the repair cost. The same applies to cleaning costs, if cleaning is necessary. If the Empties are unusable, LEONI is entitled to completely retain the refundable deposit. This also applies if according to LEONI's discretion repairing the Empties is economically inefficient.
- 9.4 Empties have to be returned within 6 months from the date of the invoice. When this period and another period of grace of two weeks have expired, the other party's right to return the Empties expires and LEONI keeps the refundable deposit.
- 9.5 In the event that, in derogation of §§ 9.2 to 9.4 hereof, LEONI and the other party agree to provide the Empties to the other party on loan, the other party shall return them to LEONI's production plant within six months' time from the date of the invoice, at the other party's own cost and risk. In the event of any damage to the Empties which is caused by the other party, LEONI shall be entitled to demand that the other party shall pay compensation for the costs of repairs incurred. The same shall apply in respect of the costs of any necessary cleaning. In the event that, as a result of the damage to the Empties, they have been rendered unusable or to the extent that, in LEONI's reasonable discretion, it would not make commercial sense to repair the Empties, the other party shall compensate LEONI for the value of the Empties. In the event that the Empties are not returned in a timely manner, after setting a grace period of two weeks, LEONI shall be entitled to invoice the other party for the value of the Empties. The Empties shall pass to the ownership of the other party upon full payment thereof.
- 9.6 Tooling costs will be invoiced separately without the other party any title in or right to these tools.
- 9.7 Promises to grant cash discounts are made with the reservation that no debts are due. Bills of exchange will only be accepted by LEONI by prior agreement and on account of performance. All fees and charges are borne by the other party.
- 9.8 The other party may only set off or withhold payment on the basis of counter-claims that have been recognised by LEONI or by final court judgement.
- 9.9 Unless otherwise agreed in writing credits and reimbursements are made without acknowledgement of fault or any legal obligation.
- 10 Shipment conditions**
- 1.1 Unless otherwise agreed the risk always passes to the other party when the goods leave the LEONI's plant or are advised to the other party as ready for shipment. LEONI will take out an insurance policy upon request and at the other party's expense.
- 10.2 Choice of means of transport and shipment route is at LEONI's discretion without guarantee that means and route chosen are the cheapest possible ones. Should the other party requests a different carriage of goods, additional costs will be borne by the other party.
- 10.3 Delivery of goods CIF or CIP (INCOTEMS 2020) shall only be provided where the value of the goods is EUR 5,000 or more per individual shipment. Except in cases of agreed CIF or CIP shipping, shipments will be insured for damage in transport only if the other party has requested so and the other party shall bear the costs thereof.
- 10.4 Shipments with an invoiced value of goods below EUR 5,000 will be processed FOB (INCOTERMS 2020) Polish port. This also applies to partial shipments if these are agreed upon with the other party. Shipments with a weight of less than 50 kg will be sent only FCA (INCOTERMS 2020) regardless of their invoiced value.
- 10.5 LEONI reserves the right to invoice surcharges on shipment and insurance costs agreed upon in the case of unforeseen events such as e. g. danger of war, outbreak of armed conflicts, closure of shipping routes, and other cases of force majeure.
- 11 Reservation of title**
- 11.1 The goods remain LEONI's property until the purchase price and all other costs connected with the sale or delivery of goods have been paid to LEONI. The other party has the obligation to store the goods separately. Reservation of title includes the accepted balance of account as far as LEONI is posting debts of the other party to current account (current account reservation).
- 11.2 The other party will handle or process the goods for LEONI without obligations accruing from this for LEONI. Any co-owner's share of the other party accruing from mixing or combining with other goods is assigned to LEONI in advance on acceptance of any goods in which title is retained. The other party stores the prod-ucts or groups of assets on LEONI's behalf.
- 11.3 The other party may sell any goods in which title is retained and those resulting from their handling or processing only subject to reservation of title and may not impair LEONI's retention rights by any disposition as for example assignment as security or pledging. LEONI may revoke the other party's authorisation to resell the goods constituting LEONI's property or co-owned by LEONI at any time and may demand that the other party provide security wherever the other party fails to properly discharge its payment obligations.
- 11.4 LEONI must be notified in writing and without delay of any actual or legal attachment by third parties affecting any goods in which title is retained as well as of their damage or loss.
- 11.5 The other party assigns all claims from sale or any other legal reason which affect any goods in which title is retained to LEONI in advance. Should such goods be sold together with others not belonging to LEONI or become part of any delivery then said assignment only applies in the amount of the invoice value of the goods subject to retention of title. The other party must inform the debtor of such an assignment. The other party is obliged, on a revocable basis, to collect the receivables it has assigned to LEONI in its own name but for LEONI's account. This collection authorisation may be revoked at any time if the other party fails to duly discharge its payment obligations.
- 11.6 Should the value of these securities exceed LEONI's claims by more than 20%, LEONI may release securities at its own choice upon the other party's request.

C. PROVISIONS REGARDING THE SERVICES

12 Performance of the services

- 12.1 LEONI is entitled to entrust a third party with the performance of the services or to perform the services with the support of a third party. Liability of such third parties is subject to the same limitations as the LEONI's liability and LEONI is no event liable for any damage caused by such third parties, in particular LEONI's liability under Art. 738 and Art. 739 of Polish Civil Code is excluded.
- 12.2 LEONI's liability for damage caused by termination of the service agreement without important reason within the meaning of Art. 746 § 2 of Polish Civil Code is excluded.
- 12.3 Should any part of the services performed by LEONI be subject to the statutory warranty for defects under Polish law, such statutory warranty is excluded.
- 13 Prices and payment
- 13.1 Any works exceeding the agreed scope of services shall be charged separately based on the original calculation or in case of lack thereof, based on the market value of such additional services.
- 13.2 Remuneration for the services does not cover the costs of delivery of any materials or other goods (if applicable) which should be made at the other party's risk and costs.

D. MISCELLANEOUS

14 Principles of the UN Global Compact

- 14.1 For LEONI conducting business with integrity is of essential importance. This applies not only in the context of supply relationships but in all commercial activities. Accordingly, LEONI has issued a code of behavior (LEONI Code of Conduct), that indicates compliance with the law and conducting business with integrity. However, even independent of that code, it must be an express aim both of LEONI and of the Purchaser to act in line with the guidelines in the UN Initiative Global Compact (Davos, January 99) and to observe those principles.
- 14.2 The following principles are of particular significance in this regard: Respect for human dignity and human rights, the prohibition of child labour, the prohibition of compulsory labour, the prohibition of discrimination, respect for the right of free association and of the relevant national standards on compensation, working time and health and safety at the workplace, environmental protection and anticorruption measures. The Purchaser hereby undertakes to accordingly see to it that the above-referenced principles are adhered to and implemented within its own organisation.
- 14.3 A serious breach or repeated breaches of the principles referenced in art. 14.2 by the Purchaser shall render the continuation of the supply relationship unreasonable to LEONI. In such case, LEONI shall be entitled to terminate a contract without notice for good cause, both with respect to individual agreements and with respect to any master agreements with the Purchaser.

15 Confidentiality

The other party hereby undertakes to treat as business secrets (i) all commercial and technical details which are not publicly known and (ii) all information which is otherwise labelled "confidential" or has a similar notation and (iii) information which should be regarded as confidential in the circumstances (hereinafter "Confidential Information") coming to its knowledge as a result of its business relationships with LEONI. The other party shall not disclose the Confidential Information to third parties without LEONI's prior express consent and shall protect such Confidential Information from unauthorised access by third parties. The duties under this provision shall furthermore survive the end of the contractual relationship with the other party and last until Confidential Information ceases to be confidential but at least for 5 years after the contract's termination or execution. The other party shall also impose a corresponding obligation on its employees and co-workers.

16 Non-assignment and severability

- 16.1 The other party may not assign nor pledge any of its contractual rights without LEONI's prior written consent.
- 16.2 Should any contractual provision be or become null and void for any reason whatsoever this shall not affect the remaining provisions of the contract.
- 16.3 LEONI is entitled to assign the claims arising from the business relationship and to pass on the related data on condition that the assignee undertakes to maintain the same confidentiality level as LEONI without prejudice to any other provisions of these General terms and Conditions.

17 Places of performance and jurisdiction

- 17.1 Place of performance for all obligations arising from the mutual commercial relationship, including liabilities under bills of exchange, is the registered office of LEONI.
- 17.2 Exclusive place of jurisdiction for all disputes arising from any provisions herein or on the making and validity of the contract with the other party including actions arising from bills of exchange or cheques is the registered office of LEONI. However, to the extent legally admissible, at LEONI's discretion, LEONI is also entitled to submit the claims to the court having jurisdiction over the other party's registered seat.
- 17.3 All disputes arising out of or in connection with the contract between LEONI and the other party can be finally settled by a court of law competent for LEONI's registered office. LEONI is further entitled, at its discretion, to assert claims against the other party before an arbitration tribunal to be formed in Warsaw, Poland or at the registered office of the other party in accordance with the Rules of Arbitration of the International Chamber of Commerce, in lieu of the ordinary courts. The number of arbitrators shall be three. Each party shall be entitled to appoint one arbitrator. The third arbitrator, who shall act as chairman of the arbitral tribunal and who must be a fully qualified lawyer, shall be selected by the other two arbitrators. The language of the arbitration court is English. The applicable substantive law shall be the law of Poland, excluding the conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The decision of the arbitral tribunal shall be final and binding on the parties.

18 Applicable law

The law of Poland shall apply exclusively to these General Terms and Conditions and to legal relationships between LEONI and the other party. Application of the UN Convention on the International Sale of Goods (CISG) dated 11 April 1980 is excluded.