

Agreement No. 13/PM/2020/RDT (the "Agreement")

entered into as of ____ 2020 in Gdańsk by and between:

DCT GDAŃSK S.A. with its registered office in Gdańsk at ul. Kontenerowa 7, 80-601 Gdańsk, entered into the Register of Entrepreneurs of the National Court Register under KRS number 0000031077, Registry Court: District Court Gdańsk-Północ in Gdańsk, being a VAT payer possessing NIP (Tax Identification Number) 204-00-00-183, with share capital in the amount of 67,000,000.00 PLN, paid in full, represented by:

Cameron Thorpe – CEO, Member of the Board
Adam Żołnowski – CFO, Member of the Board

hereinafter referred to as the "**Buyer**"

and

.....

hereinafter referred to as the "**Seller**"

hereinafter jointly referred to as the "**Parties**"

The Parties hereto agree as follows:

§ 1

1. The Seller sells and the Buyer buys the following:

1.1

1.2.

(in compliance with the technical specification defined in point 2 of RFQ No 13_PM_2020_RDT, hereinafter referred to as the "**Specification**"), jointly referred to as the "**Subject of the Agreement**".

§ 2

1. The net price of the Item of the Equipment (1 item) shall be:

EUR

(in words: euros)

2. The net price of the set Item of the Equipment (33 items) shall be:

EUR

(in words: euros)

3. The net price of additional warranty (if any) shall be:

EUR

(in words: euros)

4. The net price of the Subject of the Agreement shall be:

EUR

(in words: euros)

5. The payment for the Subject of the Agreement listed in Section 1 shall be made to the Seller's bank account provided below:

[BANK ACCOUNT NUMBER AND TRANSFER DATA TO BE COMPLETED]

6. To the prices set out in §2 Sections 1-4 VAT shall be added in compliance with applicable legal provisions in force.

7. The Seller shall pay all and any taxes, duties and other charges related to the performance hereof and the launch of the Subject of the Agreement onto the Polish market. Delivery terms and conditions are based on DDP GDANSK formula acc. to INCOTERMS 2010.

8. The price of the Subject of the Agreement shall include the cost of all necessary elements, in particular components of particular Items of the Equipment, costs of the Equipment installation and of

assembly works necessary for proper and safe functioning of the Equipment, in the configuration as defined in the Specification.

9. The Seller declares that the issued invoices will be included in the sales register kept for VAT purposes, and the VAT tax due will be settled in the VAT return.

10. The Buyer declares that it is a large enterprise in accordance with the conditions set out in Annex I of EU Commission Regulation No. 651/2014 of 17 June 2014 recognizing certain types of aid as compatible with the internal market in application of Art. 107 and 108 of the Treaty (Official Journal of the EU L 187 of 26.06.2014, as amended).

§ 3

1. The Buyer shall pay the Seller the amount due upon receipt of a correctly issued VAT invoice with a signed acceptance protocol.

2. Payment will be made within 21 days of the receipt of a valid VAT invoice.

3. At the time of signing of the Acceptance Protocol confirming a lack of any defects in the Item of the Equipment the title to the Equipment shall pass to the Buyer. If the Seller does not receive the payment or part of due value of the Equipment mentioned in §1.1.1, then Buyer shall be liable to pay statutory interest on the overdue amount.

§ 4

1. Time limits for the delivery of the Subject of the Agreement:

Complete Subject of the Agreement should be delivered latest till [TO BE COMPLETED].

§ 5

1. In the event of any delay in the delivery of the Item/Items of Equipment in compliance with § 4 hereof the Seller shall be obligated to perform in favour of the Buyer one of the following, as shall be decided in the sole discretion of the Seller:

(i) pays a contractual penalty in the amount of 2% of the value of the Subject of the **Agreement** for each commenced week of delay;

or

(ii) delivers to the Buyer, at the expense and risk of the Seller, the replacement equipment till the delivery of the Item/Items of Equipment and signing of the Equipment Acceptance Protocol. The replacement equipment should perform all operational activities of the Equipment and comply with the Specification, unless the Buyer gives consent to the replacement equipment other than meeting the Specification. The contractual penalties set forth in the above sentence may not exceed 10 % of the

value of the Subject of the Agreement. The afore-mentioned contractual penalties (whichever is performed by the Seller) shall be the Buyer's sole and exclusive remedy for the delay in Seller's delivery.

2. In the event that the delay in the delivery of the last Item of Equipment set out in § 4 reaches 6 weeks, the Buyer shall be entitled, within 14 days, to withdraw from the Agreement and, at the same time, require that the Seller pay a contractual penalty in the amount of 10% of the value of the Subject of the **Agreement**. In the event that the Buyer withdraws from the Agreement on the basis of the requisites set out in the previous sentence, the Seller shall forthwith collect the delivered Equipment from the premises of the Buyer within 14 days of the delivery of the notice.

3. In the event that any irregularities (shortages/defects) of the Equipment, prior to signing the Equipment Acceptance Protocol confirming a lack of any defects in the Equipment, the Buyer shall request the Seller to:

(i) supplement the shortages in the Equipment;

or

(ii) remove any defects in the Equipment;

or

(iii) deliver the Equipment free from any defects/shortages in the event that the said defects/shortages may not be removed/supplemented in the original Equipment;

Within 10 days of the receipt of the request by the Seller. For purposes of clarity, the Seller shall have the right to decide which one of the abovementioned remedies (i-iii) it carries out.

4. If, upon the expiry of the time limits set out in Section 3, the Seller fails to meet the Buyer's request, the Buyer shall be entitled to withdraw from the Agreement on the general terms.

5. The contractual penalties set out in this Article shall be the Buyer's sole and exclusive remedy for the delay in Seller's delivery.

6. The Buyer may terminate this Agreement with immediate effects if: (a) the Seller breaches the Agreement in a way that can be considered material and has not remedied the situation within 30 days from the receipt of written notice thereof; or (b) If the Seller becomes insolvent, bankrupt, enters into reorganization or a threat thereof is evident.

§ 6

1. Quality Guarantee:

The Seller warrants that the Equipment shall be free from defects in materials, design and workmanship, as specified in this Agreement. The warranty period for the Equipment shall be in accordance with the offer but not shorter than 24 months of the date of signing of the Acceptance

Protocol related to the Subject of the Agreement confirming a lack of any defects. The Manufacturer's terms of the guarantee shall apply.

2. The Equipment shall comply with all requirements of the Polish law and the law of the European Union, including CE sign and requirements of the environmental protection. The Seller should obtain all and any applicable permits, licences and approvals.

3. The Equipment being the subject hereof should be designed and performed so that it meets all requirements related to the intended use thereof and the criteria provided in the Specification.

§7

Delivery conditions: DDP GDANSK as per Incoterms 2010.

The Seller shall deliver the Equipment to the Buyer's registered office.

§8

1. The Parties hereto shall not be held liable for non-performance or undue performance hereof in the event that the said non-performance or undue performance is a consequence of force majeure as defined in Section 2 hereof.

2. Force Majeure shall be understood by the Parties hereto as an event that could not be predicted with the use of diligence required in professional relations (Article 355 § 2 of the Polish Civil Code) which is external both as regards the Buyer and the Seller and which they were not able to prevent by acting with due diligence.

3. Within the meaning of the Agreement Force Majeure events shall include without limitations a strike, except a strike of the Parties' employees, an earthquake, floods and other acts of God.

4. A loss of powers necessary for the performance of the Agreement or cancellation or expiration of possessed permits or other powers required for proper performance of the Agreement or relevant authorities' refusal to grant the said permits or other powers shall not constitute a Force Majeure event.

5. The party suffering from Force Majeure shall immediately notify the other Party of the occurrence of a Force Majeure event and define the influence of Force Majeure on the performance of the Agreement. Either Party shall be entitled to terminate the Agreement by a notice in writing if the Delivery is or will be delayed for more than three months due to Force Majeure.

6. The Parties are aware of the fact that they conclude this Agreement during the COVID-19 virus epidemic and take this condition as normal, excluding the possibility of invoking COVID-19 as force majeure in the future.

7. The Seller declares, that it is aware of current restrictions associated with the COVID-19 epidemic, and is considering the possible adoption of specific restrictive measures by local and national authorities that may affect the provision of services covered by this Agreement. The Seller will use due diligence to limit the impact of such measures and restrictions on the performance of its obligations under this Agreement, including, but not limited to, the time limits agreed in the Agreement for the performance of the obligations.

8. The Seller shall notify the Buyer as soon as there is a possibility that COVID-19 may affect the performance of contractual obligations. The Seller shall properly document the impact of the COVID-19 on the performance of these obligations and provide the Buyer with relevant evidence. The Buyer will each time assess whether the circumstances presented by the Seller justify improper performance or non-performance of its obligations.

§ 9

1. All statements and notices related to the performance hereof shall be provided to the other Party with acknowledgement of receipt by registered letter, courier service, e-mail or served in person. A statement or notice sent by e-mail shall be effective at the time of the other Party's confirmation, by e-mail, of the receipt thereof.

2. The following persons shall be authorised to make and accept statements and notices related to the performance hereof:

a) for the Seller- [first name and surname TO BE COMPLETED]:

b) for the Buyer- [first name and surname TO BE COMPLETED]:

with a reservation of each Party's right to change the person authorised by it, save that the said change shall be effective at the time of notification of the other Party.

§10

1. The Parties hereto agree that no employee of any Party hereto may give or accept financial or personal gains in relation with the performance hereof.

2. For the purpose of the Agreement the Parties hereto agree that giving or accepting of a financial or personal gain by any employee of any Party hereto for the purpose of influencing the content, conclusion and performance of the Agreement shall constitute a breach of the provisions of Section 1 hereof and a material breach of the Agreement.

3. In the event of any breach by either Party of the provisions of this Article, the Parties hereto shall take immediate measures aimed to remove any negative consequences of the other Party's actions, and in the event of the Parties' failure to reach a compromise within 21 days of the date of revealing of the activity defined in Section 2 hereof, either Party shall be entitled to terminate the Agreement with the immediate effect.

§11

1. The Parties hereto undertake to protect the good name of the other Party in contacts with third parties. Neither Party may, without a prior written consent of the other Party, make or present any public statements related to the Agreement, except for situations when the foregoing is required by legal provisions in force.

2. The scope of promotion, advertising and use by either Party of the other Party's company name, trademarks or logo shall require prior consent of the other Party.

§12

The Parties hereto shall treat confidentially the content hereof and all information on the other Party disclosed in connection with the performance hereof. The Party shall be only released from the said obligation in the event of a request of national authorities. The Buyer shall be entitled to use the drawings, documents and information furnished by the Seller only for the purpose of operation and maintenance of the Equipment. The Buyer may disclose the information only to those employees of the Buyer or third parties who require access to the confidential information for the purposes of carrying out the Project and operation of the Equipment, against confidentiality agreement not less stringent as provided herein. The Buyer may not disclose such confidential information to a third party for other purposes than operational and maintenance without prior written consent of the Seller. The confidentiality obligation shall survive the termination this Agreement.

Nothing contained herein shall be construed as transferring any patent, trademark rights or copyrights in Equipment covered by this Agreement, and all such rights are hereby expressly reserved to the true and lawful owners thereof.

§ 13

The Parties undertake that as a result of the conclusion and performance hereof no third party rights shall be infringed, and in the event of any claims or accusations for or of infringement of third party rights covered by the above undertaking, filed or made against a Party, the Party liable for the said infringement shall take, at its own expense, means of protection against the said claims or accusations and shall hold the other Party harmless of the said claims or accusations and shall cover all and any costs incurred, provided that it is immediately notified of the said claims or accusations and all information related to this infringement possessed by the Party is provided.

§ 14

To matters not covered by the Agreement, the mandatory provisions of the Polish Civil Code and other applicable mandatorily legal provisions shall apply.

§ 15

1. This Agreement has been drawn up in two identical copies, with one provided to each Party.
2. All and any changes, amendments or modifications hereto shall require consent of both Parties and shall be made in writing, otherwise they shall be deemed null and void.
3. The Seller may not assign to any third party any rights or obligations hereunder without the Buyer's consent, including without limitations the Seller's receivables from the Buyer hereunder.
4. In the event of occurrence of any dispute or conflict between the Parties hereto, the Parties should make efforts to settle it in an amicable way.
5. In the event that it is impossible to reach a compromise in an amicable way, any and all disputes, controversies, claims or differences which may arise between the Parties out of or in relation to or in connection with this Agreement including any documents pertaining thereto or for the breach, termination or validity thereof shall be finally settled by arbitration in Warsaw, Poland in the English language in accordance with then existing Rules of Conciliation and Arbitration of the International Chamber of Commerce by one arbitrator to be selected in accordance with the said Rules. The award rendered therein shall be final and binding upon the Parties to such arbitration proceedings.
6. The Agreement shall be construed and governed by in accordance with the Polish law.
7. In the event that particular provisions hereof are found invalid or unenforceable in the whole or a part for any reason whatsoever, the other provisions hereof shall remain in full force and effect. In

the afore-mentioned event the Parties hereto shall replace the invalid or unenforceable provisions with other provisions so as to meet the purpose of the Agreement as closely as possible.

8. The Parties hereto agree and acknowledge that the Agreement supersedes all prior arrangements made by the Parties in the course of negotiations and completely regulates the Parties' rights and obligations in the scope of the Subject of the Agreement.

§ 16

For the avoidance of doubt, the Seller declares that he has read the internal regulations of the Buyer in force on the date of concluding this Agreement, in particular, the Seller undertakes to read and comply with the Privacy Policy available at: <https://dctgdansk.pl/pl/strefa-klienta/privacy-policy/>.

Schedules:

Schedule No 1 - RFQ no 13/PM/2020/RDT

Schedule No 2 – Offer no ...

Seller

Buyer