

General Terms and Conditions Neptunus Sp. z o.o.

§ 1. General provisions

1.1. These General Terms and Conditions of Agreements constitute an inseparable part of each commercial agreement entered into between a Customer and Neptunus Sp. z o. o. with the registered office in Wrocław, ul. Wołowska 2, entered into the register of entrepreneurs kept by the District Court for Wrocław – Fabryczna, the 6th Economic Division of the National Court Register under KRS number: 0000659499, share capital in the amount of 100,000 PLN, NIP (Tax Identification Number): 895-21-16-895.

1.2. The Customer confirms applicability of the General Terms and Conditions of Agreements (GTCA).

1.3. Withdrawal from the GTCA below or changing the content of the agreement binding the Parties shall require written form under pain of nullity. In the case of introducing changes in any clause of these GTCA in writing, other provisions of the GTCA shall remain in force.

§ 2. Subject of the Agreement

2.1. The subject of the agreement is the sale or lease of structures or temporary buildings by Neptunus Sp. z o.o. specifically determined in writing each time upon entering into an agreement with the Customer as well as assembly, disassembly and transport of tent halls by Neptunus.

2.2. Over-standard devices included in the offer of Neptunus Sp. z o.o. can be the subject of lease against separate remuneration.

§ 3. Valuation

3.1 All offers, advertisements and valuations of goods offered by Neptunus have an informative nature only and they do not constitute a commercial offer pursuant to art. 66 § 1 of the Civil Code and they do not reflect the current inventory balances. Prices presented in the valuation shall apply for eight weeks.

3.2 If there are no other arrangements included in the order confirmation, all prices provided by Neptunus do not include VAT, packaging and transport costs and/or taxes, duties or fees charged for goods and/or services.

3.3 Unless agreed otherwise in writing, all fees and costs of electricity and water required shall be incurred by the Customer, just as all fees and/or charges imposed by public authorities.

3.4 Prices provided in valuations shall apply only to the amount and/or materials specified in them.

§ 4. Orders

4.1 The material scope of the agreement is determined in the commercial agreement signed by the Customer and Neptunus. If such an agreement is not concluded, the Customer shall be bound by the order from the moment of placing it. Neptunus shall be bound by the order from the moment of confirming it to the Customer in writing. If the Customer does not raise any objections within eight calendar days from the order confirmation, it is assumed that the agreement is concluded and it fully reflects arrangements of the Parties.

4.2 Items included in the valuation shall be reserved only for the Customer after Neptunus receives a written order confirmation and payment of the first instalment agreed in the agreement.

4.3 All changes in the agreement/order shall require written form under pain of nullity. Propositions of changes shall be provided to Neptunus in writing. All changes in the agreement which result in higher costs than the costs on which prices provided in the valuation are based, shall be charged additionally. After acceptance by the Customer, the changes will be incorporated into a supplementary agreement and will be invoiced to the Customer.

4.4 Neptunus reserves the right to carry out additional works, regardless whether it has been indicated in the order or order confirmation, and burden the Customer with these costs, if such works are in the interest of correct order implementation. Neptunus shall notify the Customer in advance in writing about the need to carry out additional works, unless their urgent nature does not allow it.

§ 5. Order implementation

5.1. All terms of the agreement execution provided by Neptunus have an approximate nature and they are not binding, unless in the order confirmation it was clearly stated that the agreed term and delivery date are irrevocable. The course of the implementation term of the subject of the agreement shall commence upon sending the order confirmation, however not sooner than after the Customer provides Neptunus with all data,

documents, drawings and materials required by Neptunus. Exceeding the implementation time of the subject of the agreement shall not release the Customer from the obligations arising from the agreement and it shall not entitle the Customer to terminate the agreement and/or demand compensation.

5.2. The Customer shall ensure Neptunus with conditions allowing implementation of the delivery. The Customer shall be liable for delay in works carried out by Neptunus caused by their actions or omissions as well as actions or omissions of third parties performing works commissioned by the Customer. The Customer shall incur the costs of such delays. The execution term of the agreement shall be extended by the time in which Neptunus could not execute the agreement due to circumstances for which they are not liable.

5.3. If during execution of the agreement it turns out that as a result of circumstances unknown to Neptunus upon entering into the agreement, works cannot be carried out, Neptunus is entitled to request amendments in the agreement in such a manner that execution of the agreement is possible or withdraw from the agreement within 30 days from the day of acknowledging the obstacle without any negative consequences related to it, in particular without the possibility to demand compensation or contractual penalties for this from Neptunus. Neptunus is entitled to assign execution of the agreement or its part within outsourcing or to a third party without consultation and consent of the Customer, if according to Neptunus it benefits appropriate and effective order implementation.

5.4. Neptunus shall have the right to suspend execution of the agreement or withdraw from the agreement in part or in full with immediate effect by fault of the Customer, if the Customer fails to properly fulfil one or several of their contractual obligations – such as, inter alia, the non-payment or late payment of overdue invoices, after being urged by Neptunus to do so- through a written declaration. If Neptunus withdraws from the agreement by fault of the Customer, Neptunus is entitled to charge a contractual penalty in the amount corresponding to the difference between the contractual remuneration and remuneration paid by the Customer as of submitting the declaration about withdrawing from the agreement to the Customer.

5.5. Force majeure shall be understood as war, mobilization, riots, extreme weather conditions, i.e. in particular strong wind (above 80 km/h), downtime due to frost, traffic, fire, failures of machines, strikes, failing to provide Neptunus with the required materials and semi-products by third parties and other unexpected circumstances which interfere with normal operation and cause delay or make it irrational to implement the order. The Parties shall not be liable for failing to perform or improper performance of obligations resulting from the agreement and from the GTCA, if it was caused by occurrence of events of force majeure. The Party subjected to force majeure shall immediately notify the other Party about this fact. The Parties can terminate the agreement within 5 calendar days from receiving the above-mentioned notification subject to the requirement to pay remuneration for the executed part of the agreement to Neptunus.

§ 6. Obligations of the Customer

6.1 The Customer ensures that in the agreed timeframe, the location to which the goods will be delivered, shall be accessible from the public road, completely free from obstacles and even so that Neptunus can commence installation without further works. If the agreed location is not accessible, e.g. due to weather conditions, the Customer shall ensure a replacement location. The Customer ensures that at the setting location of the structure it is possible to make anchoring by means of ground anchors up to a depth of 115 cm, or concrete blocks or concrete floors. The Customer shall incur the costs for that, unless otherwise agreed in the agreement. The Customer ensures that the location to which the goods will be delivered is adjusted to movement and manoeuvres of vehicles, such as trucks, cranes, forklifts and other structures (or that it can be adjusted for that e.g. thanks to artificial or temporary roads). Neptunus shall not be liable for damages at the place of setting the hall or damaging the pavement caused by omission of the Customer to implement contractual obligations, while the Customer is obliged to potentially repair the setting site of the structure or restore it to the initial condition.

6.2 The Customer shall become familiar with licenses, orders and exclusions required in the agreement and they shall participate in their application at their own expense.

The Customer shall ensure installation of the fire alarm system, the evacuation system and other fire protection measures (fire extinguishers, emergency lighting and emergency evacuation plans/markings) recommended by Neptunus at their own expense and they shall keep them ready to use for the entire duration of the agreement.

The Customer shall inform appropriate authorities about the intended construction of the hall and – if necessary – organize a construction inspection which must take place in the presence of a representative of Neptunus, and if needed, they shall make construction calculations available. The Customer, being aware that such calculations use patented information, shall maintain confidentiality and ensure that such calculations are used only for the purposes of the technical inspection.

6.3 If in relations to anchoring, it is necessary to perform excavation works and/or drilling of holes in the ground, the Customer shall notify Neptunus about the precise location of all underground utility or cable installations (including among other gas, water, electricity, heating and telecommunication, etc.) and to present relevant drawings not later than 7 days before the assembly date to Neptunus. The Customer shall release Neptunus from any liability for damages in underground installations, in particular cable and pipeline installation, made by Neptunus to the Customer and third parties, which were caused by providing Neptunus with faulty information or invalid drawings by the Customer.

6.4 The Customer shall provide Neptunus with a clear and valid drawing and in the case of temporary halls, a geodetic drawing specifying where the hall must be installed. The Customer or their representative must be present at the commencement of assembly works and confirm the precise location of the structure assembly. The Customer accepts all liability for damages caused by Neptunus to the Customer and third parties which are caused by placing the structure in a place specified by the Customer.

6.5 The Customer ensures that during execution of the agreement the installation place will be properly closed and secured from theft and intentional damage, as the Customer shall be liable for any damage caused by their own actions or omissions when executing this agreement and for damage caused by third parties in accordance with the principles of the Civil Code.

6.6 The Customer shall ensure an appropriate place for storage of materials and containers (i.e. boxes, pallets, etc.) used for their transport in the immediate neighbourhood of the area where the hall/s will be assembled. If it is not possible, the Customer shall be charged with the costs of another place arranged by Neptunus Sp. z o.o. The bill for this shall be settled as an additional service.

6.7 The Customer shall ensure appropriate electrical connections, water and sewage installations and (temporary) toilets for the time of the execution of works by Neptunus.

6.8 The Customer shall notify Neptunus about particular provisions concerning threats for health, occupational health and safety and environmental protection applicable at the installation site.

§ 7. Additional obligations of the Customer

7.1 The Customer shall observe applicable fire protection provisions and the ban to store flammable and hazardous materials in the hall and in its proximity.

7.2 The Customer must fulfil all requirements provided for in the act dated 20.03.2009 on safety of mass events if the tent hall will be used to organize such an event.

7.3 The Customer shall be liable for insurance of the hall in terms covered by Civil Liability for the duration of the agreement and insure all movables inside the hall.

§ 8. Complaints and warranty

8.1 The Customer is entitled to file a complaint due to quantitative or qualitative defects of the subject of the agreement in writing not later than on the date of delivery in the case of quantitative defects or on the date of hand-over of the subject of the agreement in the case of qualitative defects under pain of losing the right to claim damages for this. Faults justifying partial withdrawal from the agreement shall not entitle the Customer to withdraw from the agreement completely.

8.2 If the complaint is accepted, Neptunus shall deliver the goods again in agreement with the Customer without any additional costs or shall reduce its price. Settling a complaint in the above-mentioned manner exhaust all claims of the Customer for the defects of the subject of the agreement.

The Customer shall ensure Neptunus with access to the setting place of the structure to allow them to organize – independently or through third parties – tests concerning the quality of goods and services provided.

8.3 Neptunus shall not be liable for defects of the subject of the agreement caused by actions or omissions of the Customer, third parties or other external factors.

8.4 Neptunus shall have the right to withhold (without any negative consequences) implementation of claims arising from the Customer's complaint until the Customer pays for all outstanding receivables.

§ 9. Liability

9.1 Liability for damages of Neptunus shall be limited maximally to the value of goods or services provided by them.

9.2 Filing a complaint shall not entitle the Customer to withhold payment for goods/services or their part or to withdraw from the agreement.

9.3 Neptunus and persons acting on their behalf during the execution of the agreement shall be liable only for damages caused intentionally or as a result of gross negligence.

§ 10. Lease

10.1 Clauses of the GTCA shall also apply in the appropriate scope in the case of leasing goods, unless there is another clear provision stating otherwise. In the lease agreement Neptunus is the Lessor, and the Customer is the Lessee.

10.2 In each case Neptunus remains to be the owner of the goods leased to the Lessee.

10.3 The lease period shall be a period starting from the day on which the materials are delivered to the Lessee until the last day when the structure is dismantled (inclusive).

10.4 The period of use shall mean the period starting from the day when Neptunus hands the structure over to the Lessee until the day on which the structure is dismantled (inclusive).

10.5 The Lessee shall use the leased goods in accordance with their purpose. The Lessee declares that they received goods in good condition, will maintain them in good condition and return them after the period of use in non-deteriorated condition. The Lessee cannot transport the leased goods independently or hiring another carrier to transport them without written consent of Neptunus. The Lessee shall ensure Neptunus with access to the leased goods at any time. Subleasing, making the subject of lease available for use to other parties and handing it over to be used by third parties is only possible after obtaining written consent of Neptunus.

10.6 The Lessee shall immediately notify Neptunus if: the goods being the subject of Lease, movables or property of the Lessee related to the execution of this agreement are attached; ownership right of Neptunus is somehow threatened; the Lessee commences the procedure of liquidating the company, undergoes bankruptcy proceedings or moves their registered office. The Lessee shall notify the Bailiff performing attachment of property about the existence of the agreement with Neptunus and share the content of the agreement and the GTCA with the Bailiff.

10.7 The leased structure is insured by Neptunus against the risk of fire, storm, damage by an aircraft and lightning. The equipment and goods which do not constitute property of Neptunus and which are on or in the hall are not covered by insurance and the risk of their damage or loss lies on the Lessee. During the lease period, referred to in item 9.3, the Lessee shall be liable for the risk of vandalism, loss, damage, theft of the structure and its elements.

10.8 The Lessee shall be liable for all damages to the subject of lease occurring as a result of actions or omissions of the Lessee and third parties. The Lessee shall immediately notify Neptunus about the damage or failure of the subject of lease. The Lessee cannot repair the subject of lease by themselves without prior written consent of Neptunus. If failures or damages in the subject of lease occurred without fault of the Lessee, the Lessee will have the right – as far as it is possible for Neptunus – to replace the damaged element of the structure with an element free from faults for the remaining duration of the agreement against payment of additional remuneration.

10.9 In any case Neptunus shall not be liable for environmental damages (including pollution of soil resulting from application of leased goods supplied with fuel, such as heating systems, generators, etc.). The liability lies on the Lessee.

10.10 The Lessee cannot cover or remove names, brands, signs (graphic) and logo from the structure or its parts without consent of Neptunus.

10.11 If after completion of the duration of the lease agreement the Lessee will not make it possible for Neptunus to dismantle elements of the structure, Neptunus shall have the right to charge the Lessee with a contractual penalty for each day of delay. If the damage suffered exceeds the value of the contractual penalty, Neptunus shall be entitled to claim complementary damages according to general principles. If upon receipt, it turns out that the subject of lease has faults, is damaged or incomplete, and that the leased goods were not cleaned, or paint, tapes, glue, stickers, graphics or other similar materials applied on the goods by the Lessee were not removed, the costs of replacement, repair, removal or cleaning shall be incurred by the Lessee. In the

case of quantitative shortages, calculations performed by the warehouse of Neptunus shall be final and binding.

§ 11. Reservation of ownership right

11.1 In the case of sales, hire sales or financial leasing, the goods delivered remain property of Neptunus until all claims of Neptunus arising from the agreement, in particular payment of the entire remuneration, have been fully settled.

§ 12. Intellectual Property Rights and Copyright

12.1 Neptunus shall retain copyrights to any designs developed or produced, drawings, sketches and calculations related to the execution of the agreement also if they are commissioned by the Customer.

12.2 The Customer shall use the designs, drawings, sketches, calculations, etc. only for their own use. Copying, duplicating and sharing them with third parties without consent of Neptunus is forbidden under pain of civil and criminal sanctions.

§ 13. Payment

13.1 All payments shall be made under conditions specified in the agreement. The Customer cannot withhold payments or make deductions of any claims without prior written consent of Neptunus.

13.2 If order implementation exceeds a month or in accordance to Neptunus the remuneration amount is significant, Neptunus may request to be paid in advance or in instalments.

13.3 Notwithstanding the agreed payment conditions, Neptunus is entitled to request security of payment during order implementation. The security can be in the form of bank guarantee by bank institution acceptable for Neptunus.

13.4 In the case of untimely payments, the Customer shall pay interest for the delay in commercial transactions.

13.5 All justified costs of legal advice incurred by Neptunus at the stage of out-of-court proceedings to assert their rights in relation to the executed agreement shall be incurred by the Customer, if they result from reasons other than reasons attributable to Neptunus. It is agreed that the expenses shall be at least 15% of the disputable amount, however not less than 500.00 PLN.

13.6 If the Customer delays payment, Neptunus is entitled to withhold works and execution of the concluded agreement until the payment is made without prejudice to the right of Neptunus to claim damages from the Customer for damages caused by downtime, and the Customer shall not have the right to claim damages for late execution of the subject of the agreement. Delivery time shall be extended by time when Neptunus could not perform activities due to circumstances for which they are not liable, including the downtime.

13.7 If the Customer does not pay timely, Neptunus is entitled to withdraw from the agreement, request payment for all works already performed after their identification and to claim damages for all losses resulting from failing to execute, improper or untimely execution of the agreement by the Customer.

§ 14. Termination and withdrawal from the agreement

14.1 Neptunus shall have the right to withdraw from the agreement in full or in part with immediate effect by fault of the Customer: if the Customer fails to fulfil properly or timely one or several of their contractual obligations towards Neptunus through a written declaration. Neptunus shall have the right to charge a contractual penalty from the Customer in the amount of the difference between the contractual remuneration and the remuneration paid.

14.2 Neptunus shall have the right to withdraw from the agreement with immediate effect by fault of the Customer if bankruptcy of the Customer is announced or if they commence operations to dissolve the company, or if a decision allowing the assets of the Customer to be attached is issued, through a written declaration.

14.3 In the case of terminating the agreement as specified in item 12.1 and 12.2 the Customer authorizes Neptunus to enter the area of the structure/hall setting to immediately commence dismantling and receipt of the structure, ensuring that there are no limitations resulting from the legal form of property management.

14.4 The Customer shall have the right to terminate the agreement through a written declaration submitted before the delivery date by a registered letter, paying the compensation for termination of the agreement

corresponding to the percentage value of the price agreed in the order confirmation/agreement determined in the following manner:

- in the case of cancelling more than 120 days before delivery: 20 %
- in the case of cancelling 120 – 61 days before delivery: 40 %
- in the case of cancelling 60 – 31 days before delivery: 60 %
- in the case of cancelling 30 days or less before delivery: 80 %

In addition, the client is obliged to compensate Neptunus for the work already carried out by Neptunus and/or its subcontractors and for the investments made and/or investment obligations entered into by Neptunus.

14.5 The payments referred to in Article 14.4 also apply in the event of cancellation, postponement, interruption or premature termination of an event in connection with an epidemic, pandemic or contagious disease (both national and international) and/or in connection with measures to be taken/adopted (by the responsible authorities) to prevent the spread of the diseases referred to above. This applies irrespective of the degree of foreseeability of the outbreak of the diseases referred to above.

§ 15. Applicable law and disputes

15.1 Polish law shall apply to agreements and transactions made by Neptunus.

15.2 The Parties declare the will to amicably settle all disputes arising from execution of the agreement. If they fail to reach agreement, a given dispute shall be settled by the common court competent for the registered office of Neptunus.

15.3 All changes in the agreement and these GTCA shall require written form under pain of nullity.

