

GENERAL TERMS AND CONDITIONS OF PURCHASE SERPOL COSMETICS SPÓŁKA Z O.O. SP.K.

I. General Terms

1. General Terms and Conditions of Purchase (GTC) shall apply to all sale, delivery or specific work agreements, concluded by the Company SERPOL COSMETICS Sp. z o.o. sp.k. with its registered seat in Mieścisko, entered into the Register of Entrepreneurs under the number: 0000391154 (hereinafter referred to as SERPOL), in which SERPOL is the buyer, receiver or ordering party, whereas the seller, supplier or party accepting the order is the natural person, legal person or an organizational entity without legal personality whom the Act grants the legal capacity, conducting business activity in the meaning of the Act as of 2nd July 2014 on Freedom of Business Activity (hereinafter referred to as Contractor).
2. This GTC shall constitute the integral part of sale, delivery or specific work agreements concluded by SERPOL with Contractor. Change or any exclusion from GTC's applying or particular provisions of GTC, may occur exclusively on the basis of the written consent of SERPOL, otherwise being null and void.
3. If the general terms of the agreements, regulations, instructions or other standard agreements used by Contractor are fully or partly in contradiction to this GTC, Contractor is obliged to inform SERPOL about that fact without undue delay in order to determine joint written provisions related to the concluded cooperation. In case of lack of such information, this GTC of SERPOL shall bind Parties. If there is no written agreement within the scope of the GTC, none conditions or terms included in the confirmations of orders, earlier offers or other documents issued by Contractors shall not apply to SERPOL.
4. In case of any discrepancy with the content of the agreement, the provisions of the agreement shall apply.
5. This GTC are delivered to Contractor prior to the conclusion of the agreement, in the written form or made available in the electronic form in such way that Contractor may store and restore this GTC in the ordinary course of actions.
6. The agreement is concluded only in case if this GTC are accepted by Contractor without any reservations and are applicable fully to Contractor. The above terms shall apply also in case of Contractor about which SERPOL possesses the knowledge of using contradictory standard agreements. The provision of 385⁴ of the Polish Civil Code shall not apply. The agreement is not concluded if after receiving this GTC, Contractor informs SERPOL without undue delay that he does not intend to conclude the agreement on the basis of these terms.
7. Provisions of this GTC are without prejudice to mandatory provisions of Polish law.

II. Offers, orders, agreements

1. Placed by Serpol to Contractor statements of will to conclude the agreement constitute the offer (order) if they specify the material contractual provisions, including in particular type and amount of goods (raw materials), price, date of delivery. SERPOL is entitled to turn to Contractor before placing the offer (order) in order to receive the initial information if the Contractor is ready to accept the order, which shall not be however deemed as the offer (order) placed by SERPOL.
2. The agreement is concluded after placing by the authorized to represent Contractor person the statement on accepting the offer (order) placed by SERPOL, not later than within 2 working days since delivering the order.
3. In case of Contractor with whom SERPOL maintains regular economic relations, lack of response to the offer (order) by Contractor within 2 working days shall be deemed as acceptance of the offer.
4. Offer (order) is placed by SERPOL in the fax or written or electronic correspondence form. Statement on acceptance of the offer by Contractor shall be placed to SERPOL in the same way in which the offer was placed by SERPOL. Statement on acceptance of the offer placed to SERPOL in another form binds SERPOL, if SERPOL confirms its receipt.
5. The offer of conclusion the agreement (order) placed to Contractor by SERPOL may be withdrawn by SERPOL, if the statement on withdrawal is placed to Contractor before sending by him the statement on acceptance of the offer.
6. Contractor shall fulfill the obligation to the benefit of SERPOL personally. Contractor may entrust the third parties with fulfillment of the obligation exclusively with the prior consent of SERPOL. In such case Contractor is liable as for his own actions or omissions for the actions or omissions of the parties with whom help he fulfills the obligations and also for the persons whom entrusts the fulfillment of obligations.
7. Subject of the agreement shall be performed according to the provisions of the agreement concluded with the use of this GTC and any provided by SERPOL to Contractor technical documentation which determines the specific characteristic, raw materials and remarks of SERPOL related to terms, requirements and properties which the subject of the agreement performed by Contractor to the benefit of SERPOL shall fulfilled.
8. Independently of the binding provisions of law, Contractor is obliged to inform SERPOL without undue delay about forecasted by Contractor possibilities of circumstances' occurrence which may have impact on the concluded agreements, in particular possibility of delivery, quality and applications, in order to arrange the proper action.
9. Contractor is obliged to point number of orders and number of articles in each letters or electronic correspondence.

III. Deliveries

1. Deliveries of goods shall be made in accordance with the specifications and terms included in the offers (orders) placed by SERPOL.
2. If the goods are delivered to SERPOL on pallets, the settlement of their flow takes place according to the individual arrangements concluded between the parties.
3. As the order delivery date it shall be deemed the delivery of goods by Contractor, which is in accordance with the offer (order) to the pointed by SERPOL place of delivery and unloading. If the place of delivery and unloading was not precisely pointed, Contractor shall deliver goods to the registered seat of SERPOL, Nowa 2 Street, 62-290 Mieścisko, Poland.
4. If SERPOL or Contactor reserved in the agreement that delivery shall take place in parts or within the specific time but he did not point the amount of particular partial deliveries or dates in which performance of each of them shall occur, SERPOL might by the statement placed to Contractor in the proper time, determine the amount of particular partial deliveries and also the date of each of them performance.
5. If Contractor is in delay with the jointly agreed order delivery date, SERPOL is entitled to count the contractual penalty in the amount of 10% of the gross value of delivery for each commenced day of delay. In case of performing deliveries in parts, if Contractor exceeds the agreed order delivery date of particular partial deliveries, SERPOL is entitled to count the contractual penalty in the amount of 10% of the gross value of the particular partial delivery for each commenced day of delay for each partial delivery.
6. SERPOL is entitled to claim damages from the Contractor, which exceeds the amount of reserved contractual penalty.
7. Provisions of sec. 5 and 6 above do not exclude or limit the entitlements and claims of SERPOL based on applicable law.
8. Contractor is obliged to point in the delivery documentation, numbers of orders and numbers of articles, which allow to unambiguously identify the performed delivery. Deliveries which contain incomplete data, which do not allow to unambiguously identify the performed delivery or it is excessively difficult, might be not accepted by SERPOL and send back at Contractor's expense.
9. All deliveries shall be notified at least one day before the planned delivery. Delivery notification shall be sent to the address komponenty@serpol-cosmetics.pl and shall include the following information: date and the contractual delivery date, name of the article, quantity, relatively weight. SERPOL is entitled to refuse collection of not notified deliveries.
10. All documents, notifications, information related to the performed orders, in particular confirmations of orders, notifications of deliveries, calculations etc. which are sent by parties

- via e-mail correspondence, Contractor shall send to the mail address of the ordering person (Buyer).
11. If goods are delivered to SERPOL in packaging (e.g. pallets, container, metal bin and others), the subject of return or exchange shall be only packaging agreed with Contractor, pointed in the confirmation of the order. Return or exchange of the agreed packaging shall occur during the delivery or other agreed date on the basis of confirmed by parties balance of packaging, which shall be returned or exchanged. Any other than agreed types of packaging shall be deemed as disposable packaging, not returned or exchanged.
 12. If there are no additional arrangements (instruction of packaging), delivered goods shall be packed in the way, which ensures delivery without damage and does not cause any problems with their storing. Contractor is liable for damage occurred due to not sufficient packaging.
 13. Delivered goods shall be marked with label containing number of productions consignment, amount of pieces in the packaging, catalog number of SERPOL and catalog number of Contractor. In addition, delivered goods shall be located in the outline of euro pallet, in case of lack of such possibility SERPOL or ordering person (Buyer) shall be immediately informed about that fact.
 14. If Contractor intends to perform the delivery before the agreed with SERPOL delivery date, he might do that only after agreeing that issue with SERPOL. Deliveries performed by Contractor before the set delivery date without the agreement with SERPOL, might be not accepted by SERPOL until the moment of agreed delivery date. Costs of stoppage of the means of transport or costs of the return transport in such cases shall be born by Contractor.
 15. Each delivery shall be accompanied with the set of delivery documents. As the set of documents it shall be deemed: the document of external release, goods quality certificate and shipping document if its issuance is necessary. In these documents obligatory the number of offer (order) shall be included, and to each position it shall be added: the number of material of SERPOL, number of consignment, quantity and unit. SERPOL may refuse to accept delivery if due to incomplete delivery documents it is impossible or excessively difficult to confirm the fulfillment of quality requirements of goods or to match it to the number of offer (order) of SERPOL.
 16. Contractor obliges himself to follow dates and quantity of deliveries pointed in offer (order).
 17. If Contactor states that the agreed delivery date for some reasons may not be kept, he shall immediately inform SERPOL about that fact and point suggested, new delivery date. If SERPOL accepts date pointed by Contractor or points another date then Contractor shall perform the delivery according to new arrangements. If the arranged new delivery date is not kept, SERPOL reserves the right to withdraw from the agreement, or in case of delay in delivery of things specified as to their kind, acquire at Contractor's expense such amount of goods of the same

kind, or to demand from Contractor the payment of their value. Notwithstanding the foregoing, SERPOL may claim damages due to delay in delivery, which may cause the stoppage or standstill of production.

18. Contractor delivers to SERPOL in agreed dates but no later than at the moment of goods' delivery, technical and quality documentation related to delivered goods/services.
19. Delivery and service must meet the requirements of occupational health and safety provisions.

IV. Price and terms of payment

1. Agreed by the parties prices are binding and permanent. Value added tax should be specified in the invoice.
2. Invoices may be delivered to SERPOL at the delivery, unless otherwise agreed by the parties.
3. If the parties did not agreed otherwise, one invoice should be issued to one document of external release. Invoice shall contain the following information:
 - 1) number of the offer (order) by SERPOL,
 - 2) number of SERPOL material, if pointed in the offer (order),
 - 3) delivering amount and unit for each position,
 - 4) unit price and value for each position,
 - 5) number of external release of Contractor,
 - 6) the value of average exchange rate of currency, if its necessary.
4. Other terms included in invoice, related to: payment, currency, discount must be agreed by the parties. Payment date of the invoices, which are incorrectly issued, shall be counted from the moment of delivery the correcting invoice or note, with the exception of cases when the parties agreed otherwise. Contractor shall not deem the payment of receivables as the confirmation of performance of the obligations resulting from the Agreement.
5. Invoices in the electronic form in the PDF format might be sent to the address zakupy@serpol-cosmetics.pl. Such file shall include the printout of the invoice or the scanned image of the printout of the invoice. Title of the mail shall be marked with the information „Invoice”. In case of lack of possibility to send invoices in PDF format, including these issued by hand or unreadable, the paper copies shall be sent to the registered seat of SERPOL.
6. If the Contractor chooses the electronic form of sending the invoices, the Contractor is not required to additionally send their copy in the paper form, however it is necessary to make complete the documentation of supplier by signed by both parties sample „Acceptance of E-Document”.
7. In case if the invoice does not contain required information described above, it might be send back to Contractor. In such case the invoice is not deemed to be delivered and as a consequence the payment time period does not start.

8. In case of performing the deliveries in parts, each part of the delivery shall be invoiced separately.
9. As the payment date shall be deemed the date when the amount is debited from the bank account of SERPOL.
10. Contractor is not entitled to set off his receivables with the receivables of SERPOL.
11. Contractor is not entitled, without the consent of SERPOL, to transfer assign claims to third party.
12. All payments occur according to the agreed arrangements. In case of quality complaint, SERPOL has the right to stop partially or fully the payment until the reason of complaint is removed, however the agreed dates of discount shall apply from the moment of removing the reasons for complaint.

V. Duty and origin

1. At import deliveries due to the duty regulations, the goods shall be accompanied with the invoice in 2 copies. Simplifications in this extent are allowed exclusively after the prior written confirmation by SERPOL. At mails which require to impose a custom duty on, the invoice shall include separately:
 - 1) not included in the price costs (commissions, broker's receivables, license costs, preparation costs)
 - 2) included in the price installation and cost of transport,
 - 3) value of repair services according to material and wage costs.
2. At free of charge mails it shall be pointed its value with marking „Only for duty aims”. On the invoice or shipping document the reason for which the goods is free of charge shall be pointed, e.g. free of charge samples.
3. If to import or export documents are required in order to determine destination of the subject of shipment, Contractor at his own expense is obliged to organize and deliver such documents to SERPOL. Contractor is obliged to set and document the origin of goods. About the change of origin, the Contractor is obliged to inform SERPOL in writing otherwise being null and void.
4. If Contractor delivers goods, which the country of import requires conducting duty procedures, he is obliged to deliver to SERPOL the certificate of origin. This certificate is required for each shipment.
5. Contractor is fully responsible for all damage suffered by SERPOL if they result from not meeting the requirements described in sec. V of GTC. Contractor is obliged to support SERPOL, within the scope of binding law, so that SERPOL pays the lowest possible duty fees.
6. Contractor is obliged to explain to the proper authorities all questions and doubts regarding the origin of goods.

7. If not otherwise agreed, Contractor conducts the customs clearance.

VI. The extent of liability

1. Contractor is liable for damage on the basis of strict liability.
2. SERPOL is liable only for damage caused due to willful misconduct.
3. Redressing damage by Contractor includes loss, which SERPOL suffered, and profits, which SERPOL could have gained if the damage did not occurred.
4. In case of force majeure understood in particular as natural disaster, riots, disturbances in transport, strikes, lockouts and other disturbances in maintaining the motion in workplace of SERPOL or in workplaces of Contractor which lead to suspension or limitation of production, or make difficult to transport or accept goods, it shall release SERPOL or Contractor during the term of their occurrence from the obligation of acceptance or delivery, unless SERPOL or Contractor is able to liquidate these disturbances or their liquidation is possible by the public available means. In such case the liability of Contractor towards SERPOL and the liability of SERPOL towards Contractor is excluded. In case of disturbances related to acceptance of delivery by SERPOL due to the force majeure, Contractor is obliged to store goods at his own expense and risk until the moment of collecting them by SERPOL or third parties in the name and to the benefit of SERPOL.
5. In case of appearance of force majeure, party who suffered events described in sec. 4, is obliged to inform the other party without undue delay about the circumstances of the event and provide the other party with all proofs confirming this circumstance, and to point the time period, in which the given event may cause delay in punctual performance of the provisions of the agreement.
6. SERPOL may in the time of discontinuation of the agreement due to force majeure, gain goods from other sources and reduce by this amount quantities included in the agreement with Contractor, if Contractor was not able to deliver goods in provided to him extended time period. Pointing additional extended time is not necessary if it is obvious that the extended time could not be kept. In addition, Contractor is obliged to provide SERPOL with sufficient information about the delay, insurance, emergency plans, for each question of SERPOL. Contractor is obliged to inform SERPOL immediately and exhaustively about all disputes on the basis of the labour law, which may cause the delay in delivery.

VII. Copyright and industrial property protection; confidentiality clause

1. Contractor is obliged to keep confidential the content of the provisions of the agreement concluded with the use of this GTC and also all circumstances accompanying to its conclusion.

2. Obligation to keep confidential and not to reveal the confidential information does not relate to:
 - 1) data which reveal is required by the binding provisions of law – only in the extent provided by the binding provisions of law,
 - 2) reveal of confidential information in the necessary extent to employees and co-workers and
 - 3) reveal of confidential information on the basis of prior written consent of SERPOL.
3. All documents, drawings, plans, illustrations, utility models, patterns models etc. prepared or delivered to Contractor by SERPOL are the subject of legal protection, including in particular on the basis of the provision of the copyright law and protection provided by the provisions of industrial property law.
4. All drawings, plans, illustrations, utility and pattern models etc. delivered to Contractor by SERPOL might be used by the Contractor only and exclusively in order to properly perform the obligations to the benefit of SERPOL.
5. Contractor is obliged to keep confidential data described in sec. 3 and 4 above.
6. For each case of breach of the obligation described in sec. 1 or 5, SERPOL is entitled to demand from Contractor the contractual penalty in the amount of 10.000,00 €.
7. SERPOL is entitled to claim damages from Contractor, which exceeds the amount of reserved contractual penalty.
8. Any product manufactured on the basis of delivered to Contractor by SERPOL drawings, models etc., alternatively manufactured by the use of tools of SERPOL, may not be used by Contractor or offered or delivered to third parties. It relates also to the orders of printout. All auxiliary materials shall remain the ownership of SERPOL.
9. Contractor obliges himself to return to SERPOL all items, including documents, materials, drawings, plans, illustrations, owned by SERPOL, which Contractor prepared, collected, received or worked out in accordance with the performance and during the term of the agreement concluded with the use of this GTC, including their copies and records on other data carriers.
10. The return of these items Contractor shall made:
 - 1) in case of termination, expiry of the agreement, withdrawal from the agreement or termination from any other reasons – without the separate request, without undue delay, not later than on the day of termination or expiry of the agreement, or
 - 2) immediately, on each request of SERPOL.
11. Besides cases of mandatory binding provisions of law, Contractor has not liens or right to keep the property described in sec. 8, in order to secure any claims possessed by Contractor towards SERPOL.

12. Items described in sec. 8 above constitute the sole ownership of SERPOL and Contractor is not entitled to encumber these items with third party's rights, in particular to establish a limited property right, secure the claims of third parties etc.
13. In case of any proceedings conducted towards Contractor, with the participation of Contractor or from its assets, in particular bankruptcy proceedings and enforcement proceedings, Contractor is obliged to inform all interested parties, participants, persons, courts and authorities about possessed by SERPOL rights regarding the items described in sec. 8.
14. Contractor guarantees that by delivery and use of goods delivered to SERPOL, SERPOL shall not infringe any rights of third parties, including in particular patents. Contractor is obliged to immediately inform SERPOL about the infringement of rights if it occurs.
15. Contractor is liable for redressing all damage suffered by SERPOL, which occurred directly, or indirectly due to delivery of goods with defects, in relevance to the breach of safety provisions or other reasons resulting from the breach of other provisions of law, unless parties agree otherwise. If SERPOL becomes responsible by the client or third party due to the liability for products and that damage is caused by the defect of delivered goods, Contractor is obliged to redress the damage.
16. For all damage suffered by SERPOL in order to avoid damage (e.g. withdrawing the goods from market), Contractor is fully liable. If towards SERPOL any claims are made, SERPOL shall immediately and exhaustively inform the Contractor about the current stage of the proceeding related to the notified claims and as much as it is possible, enable the Contractor to examine the cases of damages.
17. While performing the provisions of the agreement, the Contractor is obliged to comply with the binding provisions of law.
18. Contractor guarantees the delivery of goods, parts and elements used for their repair, maintenance or development within the whole term of the order, including the warranty time, and guarantees in addition that their production or distribution shall not be withheld. If Contractor decides to terminate the production of all goods or their part after the final date of order, he shall inform SERPOL about that fact at least with half of year notice.

VIII. Warranty for defects

1. Within the scope of warranty for defects and legal defects of goods, Contractor is liable towards SERPOL on the basis of general provisions of law with the reservation of the following provisions.
2. Defect consists in nonconformity with the agreement of the sold goods. In particular the sold goods is inconsistent with the agreement, if:

- 1) it has no attributes which goods of that kind should have taking into consideration the aim pointed in the agreement or resulting from circumstances or application;
 - 2) it has no attributes on which existence the Contractor assured SERPOL, including by providing sample or model;
 - 3) it is not appropriate for the aim about which SERPOL informed the Contractor while concluding the Agreement and the Contractor made no reservations for such application of it;
 - 4) was delivered to SERPOL in incomplete state.
3. Contractor is liable towards SERPOL if the sold goods constitutes the ownership of third party or if its encumbered with third party's right, and also if limitation in use or management of goods results from the decision or ruling of the proper authority; in case of sale of right by Contractor, he is also liable for existence of such right (legal defect).
 4. Contractor is liable due to warranty for defects, if they existed at the moment of transferring the risk to SERPOL, resulted from the reason existed in the sold goods at the moment of transferring the risk to SERPOL or appeared after the transfer of risk to SERPOL.
 5. If the goods has any defects, SERPOL might – according to his own choice – withdraw from the agreement or demand to reduce the price or demand immediate change of defected goods to the goods free of defects or to immediately remove defects. Entitlement of SERPOL to withdraw from the agreement or to demand reduction of price may not be excluded by the offer of Contractor related to exchange of goods or remove the defect.
 6. If SERPOL demanded the exchange of goods for the goods free of defects or to remove the defects, Contractor is obliged to exchange the defected goods for the goods free of defects or remove defects in reasonable, agreed between the parties time period.
 7. If the defected goods were installed, SERPOL may demand from Contractor the dismantling and reinstalling of these goods, after the exchange for the goods free of defects or removing the defect. In case of not performing this obligation by Contractor, SERPOL is entitled to take these actions at the Contractor's expense and risk.
 8. Performing the entitlements from warranty, SERPOL delivers defected goods at Contractor's expense to the place in which the goods were delivered to SERPOL. If according to the kind of goods or way of its installment, delivering of goods by SERPOL is excessively difficult, SERPOL shall make access to goods for Contractor in the place in which goods are located.
 9. Costs of exchange or repair are born by Contractor. In particular it includes the costs of dismantling, collecting and delivering the goods, labour costs, materials and reinstalling and release.
 10. Contractor is obliged to collect from SERPOL defected goods in case of exchange of goods for free of defects ones or withdrawal from the agreement.

11. If in the sale agreement (delivery) it is reserved that the delivery of sold goods shall take place in parts and Contractor despite of the demand of SERPOL, did not deliver the same amount of goods free of defects instead of the defecting goods, SERPOL may also withdraw from the agreement regarding the part of goods which should be delivered later.
12. If due to defect of sold goods, SERPOL made a statement on withdrawal from the agreement or reducing the price, he may demand redressing damage suffered by him because of the fact that he concluded the agreement without the knowledge of defect's existence, even if the damage was the consequence of circumstances for which Contractor is not liable, in particular he may demand the costs of Agreement's conclusion, costs of collecting, transport, storing and insurance of goods and demand the return of made improvements in the extent in which he did not gain profits from such improvements. It does not preclude the provision on redressing damage based on general law. The above shall apply as appropriate in case of delivering goods free of defects instead of defecting goods or removing the defect by Contractor.
13. If Contractor is in delay with collecting goods, SERPOL may send goods at Contractor's expense and risk.
14. SERPOL as a matter of course examines the goods included in delivery in time and way adopted at goods of that kind and informs Contractor about potential defects without undue delay, however not later than within 14 days since detection of the defect. In case in which the defect came to light later, SERPOL shall inform Contractor immediately after its detection, however not later than within 14 days since detection of the defect. To keep the above time period it is enough before its expiration to send the notification about detecting defect. SERPOL reserves the right not to accept the particular delivery in case of detecting any defects in goods, including in particular quality defects.
15. Signing by SERPOL or person acting in the name of SERPOL the delivery documents (DN, CMR etc.) confirms the circumstance of collecting the delivery by SERPOL but it does not result from the above circumstance that SERPOL accepted the delivery without any reservations to the conformity of goods with the agreement.
16. Contractor is liable due to warranty, if the defect is detected before 2 years since delivering the goods to SERPOL.
17. Claim for removing the defect or exchanging of sold goods for the goods free of defects expires after one year since detecting the defect. In the above time period SERPOL might place a statement on withdrawal from the agreement or reduction of price due to defect of sold goods. If SERPOL demanded the exchange of goods for goods free of defects or removing the defects, the time period to make a statement on withdrawal from the agreement or reduction of price starts at the moment of ineffective expiration of a term to exchange the goods or remove the defect.

18. If due to legal defect of sold goods, SERPOL made a statement on withdrawal from the agreement or reduction of price, he may demand redressing damage suffered by him because of the fact that he concluded the agreement without the knowledge of defect's existence, even if the damage was the consequence of circumstances for which Contractor is not liable, in particular he may demand the costs of Agreement's conclusion, costs of collecting, transport, storing and insurance of goods and demand the return of made improvements in the extent in which he did not gain profits from such improvements. It does not preclude the provision on redressing damage based on general law. The above shall apply as appropriate in case of delivering goods free of defects instead of defecting goods.
19. If due to the legal defect of the sold goods, SERPOL is forced to hand it over to third party, Contractor is obliged to return the received price.
20. The above provisions do not preclude the mandatory binding provisions of law.
21. Contractor guarantees that goods shall be in accordance with all agreed specifications and requirements, modern and useful for particular aims planned by SERPOL, free of project, material and finish defects and in addition that they shall meet the efficiency requirements of SERPOL. What is more, Contractor declares that goods shall meet all technical and legal requirements, in particular these related to environment protection, safety, employment or labour.

IX. Severability clause

If any of the provision of this GTS is declared invalid or legally defective, the remaining provisions of GTC shall remain in force in the most possible extent admissible by law. Parties oblige themselves in the above-mentioned case to replace the invalid or enforceable provisions with another ones in such way that they mostly fulfill the commercial aim of the replaced provisions.

X. Applicable law, final provisions

1. This GTC constitute the integral part of concluded by SERPOL sale, delivery or specific work agreements, in which SERPOL is the buyer, receiver or ordering party.
2. The applicable law for agreements concluded with the use of this GTC is polish law, in particular conclusion, interpretation, validity and performance of the agreement is regulated by the provisions of polish law.
3. In all disputes which may result or be related to agreements concluded with the use of this GTC, which cannot be settle in the mutual arrangement, the jurisdiction shall have the polish courts and disputes should be settle by the competent court for the registered seat of SERPOL.

4. In any issues not regulated in this GTC and the agreement, generally applicable provisions of polish law shall apply, including in particular Civil Code, Act on copyrights and related rights, Industrial property law, Act on unfair competition.
5. Contractor shall prevent all unfair actions of their employees or co-workers, representatives regarding the negotiation of terms of cooperation with SERPOL, conclusion, existence and termination of cooperation with SERPOL.