

## PRELIMINARY PROVISIONS

### ARTICLE 1.

1. This Contract defines general terms and conditions of cooperation between SATMAR Satellite Communication & IT Services Company and the Customer with regard to the delivery of GOODS and provision of SERVICES by SATMAR for the benefit of the CUSTOMER, unless otherwise specified by the Parties in separate agreements. In the event that such agreements have not been concluded, the conditions set out herein shall apply exclusively.

2. The Parties mutually declare that as of the date hereof they are in an economic condition ensuring the fulfilment of the obligations set out herein, in particular the payment of amounts due for delivered GOODS and SERVICES. The Parties also declare that the condition specified in the preceding sentence will not change in the foreseeable future. The Parties declare, in particular, that:

- there are no enforcement proceedings pending against them, nor were they pending within the period of two years prior to the date of conclusion hereof;
- there are no bankruptcy or recovery proceedings pending against them, nor were they pending within the period of two years prior to the date of conclusion hereof;
- there are no grounds justifying the initiation of bankruptcy or recovery proceedings against them.

3. During the term hereof, the Parties shall be obliged to immediately notify each other of any changes to data contained herein, in particular of any change of their address and other data relevant for the performance hereof.

### ARTICLE 2

In order to verify the CUSTOMER's financial situation, SATMAR shall be entitled to demand that the CUSTOMER submit a certificate of no public law liabilities and/ or other documents confirming the financial capacity to incur liabilities towards SATMAR.

## DEFINITIONS

### ARTICLE 3

The following terms used herein shall have the following meaning:

**SATMAR** - Grzegorz Pardyka SATMAR Satellite Communication & IT Services Company with its registered office at ul. Jantarowa 22/3, 81-187 Gdynia, Poland.

**CUSTOMER** - an enterprise, company, sole trader, practice or person (owner, manager, director, etc.) purchasing GOODS and SERVICES indirectly or directly through SATMAR.

**CONTRACT** - a one-time agreement between SATMAR and the CUSTOMER, aimed at providing the SERVICE or the delivery of goods. The General Terms and Conditions of the Contract shall be governed by this document.

**AGREEMENT** - an additional separate document which may differ from the CONTRACT, specifying long-term cooperation between SATMAR and a specific CUSTOMER.

**SPECIFICATION** - a document describing in detail the GOODS and SERVICES provided by SATMAR, drawn up in writing by SATMAR or by the manufacturer.

**GOODS** - equipment or product purchased by the CUSTOMER through SATMAR.

**SERVICES** - the scope of works performed by SATMAR for the benefit of the CUSTOMER.

**OFFER** - a written proposal by SATMAR, which outlines the estimated cost of GOODS and SERVICES ordered by the CUSTOMER, identified by its unique number, and possible subsequent amendments agreed in writing by both Parties.

**QUOTATION** - detailed cost settlement being the basis for issuing an invoice.

**PURCHASE ORDER (PO)** - CUSTOMER's declaration of will, expressed or implied, approving the OFFER and accepting arrangements concerning SERVICES provided and GOODS delivered, both verbally and in writing.

**ORDER CONFIRMATION (OC)** - a document issued by SATMAR, confirming the receipt of CUSTOMER's PO.

**CONSIGNMENT NOTE** - all necessary shipping documentation accompanying the consignment, delivered to the CUSTOMER by SATMAR (e.g. list of items, pro-forma commercial invoice, air waybill, etc.).

**REPORT** - a confirmation of delivery or provision of the SERVICE by SATMAR, describing the scope of works performed for the benefit of the CUSTOMER.

**INVOICE** - a list of goods dispatched or services provided along with a statement of the amount due to be paid by the CUSTOMER.

**IN WRITING/ TEXT FORM** - CUSTOMER's declaration of will in the form of a document that is personally signed by the

CUSTOMER or is notarized, or in the form of a declaration expressed in another manner (e.g. digital mail footer) intended for hard-copy reproduction, in which the CUSTOMER is specified and the ending of the declaration is made identifiable by reproduction of the signature or otherwise (e.g. an e-mail that clearly approves the OFFER).

**STANDARD WORKING TIME** - employee's time of work performed on business days from Monday to Friday between 8.00 a.m. and 6 p.m. amounting to a maximum of 8 hours a day.

**OVERTIME** - employee's time of work performed on business days from Monday to Friday amounting to over 8 hours or between 6 p.m. and 8.00 a.m.

**WORKING TIME DURING OFF WORK DAYS AND PUBLIC HOLIDAYS** - employee's time of work performed on Saturdays, Sundays and during public holidays.

**WORKING TIME DURING SHIP CRUISE** - employee's time of work performed on ship's board during cruise outside of docking in a port or anchorage.

**WORKING TIME - STAND-BY** - time during which an employee cannot perform his work, however, he remains at complete disposal of a customer anticipating possible work.

## SUBJECT OF THE CONTRACT

### ARTICLE 4

SATMAR shall sell GOODS and/or provide SERVICES specified in its OFFER for the benefit of the CUSTOMER and the CUSTOMER shall collect GOODS and/or accept SERVICES provided, and shall pay the agreed price and/or remuneration.

## CONTRACT CONCLUSION CONDITIONS

### ARTICLE 5

1. The GOODS shall be sold and/or the SERVICES shall be provided on the basis of purchase orders placed by the CUSTOMER.

2. Purchase orders can be placed in any form: by post, telephone, fax, electronic means (e-mail, instant messengers, etc.) in writing or in person at SATMAR's registered office.

3. A purchase order should specify in detail the type and quantity of GOODS and/ or SERVICES as well as any non-standard conditions for SERVICE provision (e.g. installation, place of service, etc.) if covered by the purchase order. Failure to provide non-standard conditions for the performance of the CONTRACT and their actual occurrence shall exclude SATMAR's liability.

4. The OFFER presented to the CUSTOMER is valid for a period of 14 days (two weeks). SATMAR has the right to withdraw the OFFER early or extend it.

5. The condition for concluding the AGREEMENT is to agree on all the terms of the ORDER. The AGREEMENT is concluded on the day of delivering to the CUSTOMER a written ORDER CONFIRMATION along with the agreed amendments.

6. The CUSTOMER shall be responsible for the correctness and completeness of the data contained in the purchase order or in the documentation delivered to SATMAR.

## DELIVERY TERMS

### ARTICLE 6

1. The scope of delivery of the GOODS and the provision of SERVICES by SATMAR will be consistent with the ORDER CONFIRMATION and the agreed amendments stated in IN WRITING/TEXT FORM.

2. The CONTRACT shall be performed within a period agreed by the Parties. Meeting the deadlines shall depend on the fulfillment of contractual obligations by the CUSTOMER and/or third parties (subcontractors). SATMAR shall not be liable for the failure to comply with time-limits by the CUSTOMER or third parties.

3. In accordance with the rules of representation in its company, the CUSTOMER shall appoint in writing persons authorized to collect the goods and/or SERVICES, and sign documents confirming the performance of the CONTRACT on its behalf.

4. The CUSTOMER is obliged to inspect the delivered GOODS. In the event of any irregularities, the CUSTOMER shall place comments in the delivery documents. Lack of comments means acceptance of the GOODS by the CUSTOMER and releases SATMAR from any responsibility for the quantitative and qualitative condition of the GOODS, except for hidden defects.

5. All comments regarding the delivery of GOODS and / or SERVICES will be clarified by SATMAR.

6. In the event of non-compliance of the delivered GOODS with the ORDER, the standard OFFER approval procedure specified in ARTICLE 5 will be applied each time. The indicated procedure does not apply to the provision of SERVICES.

7. In special cases, SATMAR reserves the right to sell GOODS and / or provide SERVICES bypassing the standard procedure referred to in ARTICLE 5.

## **COMMERCIAL TERMS AND CONDITIONS**

### **ARTICLE 7**

1. Sales shall be made at contractual prices based on a price list applicable at SATMAR. VAT will be added to the agreed sale prices at a rate in accordance with applicable regulations.
2. Unless otherwise specified in a separate AGREEMENT, the table of applicable rates for working time which shall be provided to CUSTOMER in the OFFER.
3. The value of the purchase order shall result from the OFFER prepared by SATMAR on the basis of the size and parameters specified in the CUSTOMER's purchase order. The indicators adopted for calculating the value of works performed on the CUSTOMER's premises (e.g. a vessel), including the time of SERVICE provision (arrival, departure), employees' working time, transport costs and other costs or prices shall be estimates.
4. Given the estimated calculation of the value of field works that will be performed on the CUSTOMER's premises (e.g. a vessel), SATMAR shall reserve a right to change the value of the purchase order given in the OFFER, which will be settled in the final QUOTATION on the basis of the actual time of service provision, employees' working time, transport costs, fees and other costs incurred for the performance of the CONTRACT.
5. If no assistance of a local representative of the vessel is provided with regard to the collection of SATMAR's employees from the airport, accommodation and daily transport, SATMAR shall include all these costs in the final QUOTATION, including a 10% handling fee (exchange rate, bank charges, etc.).
6. The CUSTOMER shall be obliged to pay:
  - the prices indicated in the ORDER ACCEPTANCE, and in the case of service provision, the prices applicable during the performance of the CONTRACT, which will be indicated in the QUOTATION, including any additional costs, i.e. taxes and/or excise duties at the applicable rate, communication costs, bank fees and charges, transport costs and other costs that could not have been avoided during the performance of the CONTRACT,
  - for all items (e.g. installation materials, components, parts, equipment, materials and works) not clearly specified in the CONTRACT, but required by the CUSTOMER or necessary due to incomplete and inaccurate information provided by the CUSTOMER,
  - the amount of any tax and/or excise duty that SATMAR will be obliged to pay for the performance of the CONTRACT or in connection with the right of ownership, manufacture, transport, sale or use of sold items, unless prohibited by law,
  - transport and travel costs, which are included in the justified working time, both in the case of provision of services and delivery of goods.

### **ARTICLE 8**

1. The CUSTOMER declares that by accepting the OFFER it acknowledges the rules of estimating the value of field works applicable at SATMAR and agrees to their use.
2. If the CUSTOMER does not provide consent for increasing the amount specified in the OFFER and SATMAR continues works in order to avoid delays, the CUSTOMER shall be obliged to pay SATMAR a reasonably estimated amount due for additional work.
3. All additional costs will be included in the final QUOTATION provided after completing the SERVICES before/ upon issuing an INVOICE.
4. SATMAR acting in good faith makes every effort to minimize costs.
5. SATMAR shall apply the "FCA (free carrier)" price for sold GOODS and SERVICES in accordance with INCOTERMS 2010. The indicated FCA price shall also apply to shipment insurance, unless otherwise specified by the Parties.

## **PRICES AND PAYMENT TERMS**

### **ARTICLE 9**

1. The prices provided by SATMAR are net prices.
2. The amounts due for delivered GOODS and/or provided SERVICES will be payable by credit card or bank transfer, subject to the discretion of SATMAR.

### **ARTICLE 10**

If the CUSTOMER has not been granted a credit account, payment of the entire amount due is required prior to the dispatch of GOODS and/or provision of SERVICES on the basis of a pro-forma INVOICE issued by SATMAR.

### **ARTICLE 11**

1. The payment term for the GOODS and / or SERVICES purchased by the CUSTOMER is maximum 30 days.
2. The actual payment date along with the SATMAR bank account number shall be indicated on the INVOICE, unless otherwise agreed IN WRITING/TEXT FORM.
3. INVOICES shall be issued without undue delay after the shipment of GOODS and/or provision of SERVICES, but not later than within 30 days from the date of shipment of GOODS and/or provision of SERVICES.
4. The due date of each INVOICE shall be calculated from the date of its issue.
5. The date when the SATMAR's account is credited shall be considered as the payment date.
6. A payment shall apply towards the amounts due resulting from the most past due INVOICES, unless it is explicitly indicated when making the payment.

### **ARTICLE 12**

1. SATMAR shall accept the costs arising from currency exchange and foreign transfers, including its own bank's standard fees and charges according to the SHA option – shared costs if the CUSTOMER makes the payment in a timely manner and in accordance with the agreed contractual terms.
2. If the payment is not made in a timely manner and not in accordance with the agreed contractual terms, the CUSTOMER shall cover all the costs arising from currency exchange and foreign transfers as well as standard bank fees and charges.
3. SATMAR shall settle its own financial obligations by bank transfer according to the SHA option - shared costs.

### **ARTICLE 13**

1. The Parties shall agree that the CUSTOMER's debt balance for payment for GOODS and/or SERVICES, including partial payments, may not exceed the amount equivalent to USD 10,000 (ten thousand dollars). The limit shall apply to all unpaid INVOICES, even if they are before the due date of payment.
2. If the time limit specified in para. 1 is exceeded or when SATMAR has reasonable doubts as to the CUSTOMER's ability to meet its obligations, before proceeding with the performance of the CONTRACT SATMAR shall be entitled to: call on the CUSTOMER to settle the amounts due for the CONTRACTS already performed. demand that the CUSTOMER makes an advance payment to cover the amounts due for the GOODS and/or SERVICES in the amount equivalent to the net value of PURCHASE ORDER, prior to their performance.
4. If the performance of the CONTRACT is delayed due to reasons attributable to the CUSTOMER, it shall be obliged to pay SATMAR net amounts due for the completed part of the PURCHASE ORDER on a proportional basis, regardless of the payment dates specified in the CONTRACT.

### **ARTICLE 14**

1. If the CUSTOMER is in delay of payment of the full amount due and/or its part for the GOODS delivered and SERVICES provided, the CUSTOMER shall pay SATMAR interest in the amount equal to the statutory interest.
2. SATMAR shall be entitled to make all CUSTOMER's obligations immediately due, regardless of the payment dates if:
  - the CUSTOMER fails to pay any INVOICE or fulfill another obligation for the benefit of SATMAR in a timely manner,
  - the CUSTOMER goes into receivership or a bankruptcy petition is filed.
3. If the CUSTOMER is in delay of payment of one or several due amounts, SATMAR may make the fulfilment of the AGREEMENT dependent on the payment or provision of security for such obligations by the CUSTOMER. SATMAR may also withdraw from the fulfilment of the AGREEMENT with immediate effect due to the fault of the CUSTOMER. In such case, all the CUSTOMER's obligations towards SATMAR become immediately payable.
4. The CUSTOMER shall reimburse SATMAR for the costs of debt collection proceedings and legal costs, including representation costs.

## **DELAY IN CONTRACT PERFORMANCE**

### **ARTICLE 15**

1. In the event of circumstances beyond SATMAR's control, on which SATMAR had no impact and which could not be

foreseen, the CONTRACT delivery date shall be extended, as part of compensation for all delays, by the duration of these circumstances and/or their consequences.

2. The circumstances beyond SATMAR's control shall include: CUSTOMER's acts or omissions, force majeure (hurricane, earthquake, explosion, eruptions), government actions, martial law, military actions, threat of terrorist attacks, threat of being kidnapped/hijacked, shortages of labor or labor disputes, riots, fires, floods, public health issues, transport delays, accidents and delays in ordering materials or purchasing GOODS. They also include a number of potential delays due to the nature of daily activities on the vessel (e.g. changes in the estimated time of arrival/departure due to adverse weather conditions or changes to orders/route in a short time).

3. The circumstances referred to in para. 2, the party is obliged to notify IN WRITING/TEXT FORM the other party of the AGREEMENT, indicating (if possible) their expected duration.

#### **ARTICLE 16**

1. If the CUSTOMER contributes to the delay of performance of the CONTRACT, it shall be obliged to pay SATMAR storage costs for the whole period of storing uncollected GOODS and shall pay the entire contractual price within 30 days from the date of receipt of notification from SATMAR that the GOODS sold are ready for shipment.

2. If the CUSTOMER requests for postponing the shipment date, the risk of accidental loss and/or damage of GOODS shall pass to the CUSTOMER upon receipt of the request by SATMAR.

### **PROVISION OF SERVICES AT THE CUSTOMER'S PREMISES**

#### **ARTICLE 17**

1. If SATMAR's representative is required to be present at the CUSTOMER's premises in order to provide ordered SERVICES, the CUSTOMER shall make all arrangements necessary for the commencement of CONTRACT performance and shall be obliged to reimburse SATMAR for the costs incurred due to lack of CUSTOMER's readiness.

2. The CUSTOMER shall cover all expenses connected with the transfer of GOODS and/or unscheduled transport of SATMAR's employees to and from the CUSTOMER's premises.

#### **ARTICLE 18**

1. SATMAR shall provide the CUSTOMER with drawings and/or data demonstrating the manner of CONTRACT performance as well as the manner in which the CUSTOMER shall be obliged to cooperate in order to perform the CONTRACT at the CUSTOMER's explicit request.

2. The CUSTOMER shall meet the conditions of cooperation in accordance with the drawings and/or data specified by SATMAR.

3. The CUSTOMER shall provide access to its premises and installation at the request of SATMAR and establish conditions applicable in the place of CONTRACT performance, which are required by SATMAR for the performance of the CONTRACT.

#### **ARTICLE 19**

1. SATMAR shall supervise and inspect delivery, assembly, installation, testing and operation of equipment at the CUSTOMER's request in the applicable area of work of employees, taking into consideration WORKING TIME and actual costs connected with transport and accommodation.

2. SATMAR shall reserve a right to specify the number of persons required to perform the CONTRACT.

3. SATMAR shall undertake to objectively assess the performance of the CONTRACT according to WORKING TIME rates unless specified otherwise.

4. Unless otherwise specified in a separate AGREEMENT, the minimum WORKING TIME of SATMAR's employees for SERVICES provided within the territory of the Republic of Poland for which the CUSTOMER will be charged is 4 hours. WORKING TIME shall include the time of transport of SATMAR's employees. The CUSTOMER shall also bear all expenses incurred by SATMAR in connection with the performance of CONTRACT, e.g. accommodation, meals, travel, etc.

5. Unless otherwise specified in a separate AGREEMENT, daily flat rate for each commenced working day shall apply to SERVICES provided outside of the territory of the Republic of Poland.

6. If it is necessary for SATMAR to use the services of subcontractors during the performance of the CONTRACT, the CUSTOMER shall bear the costs of hiring the subcontractor. SATMAR will be obliged to demonstrate the reasons for the necessity to perform specific works by an

external entity, e.g. requirements of the manufacturer, equipment and materials used in providing SERVICES and/or delivering GOODS, safety regulations or other applicable provisions of law.

#### **ARTICLE 20**

Notwithstanding the provisions regarding the performance of the CONTRACT at the CUSTOMER'S premises, referred to in Articles 17-19 hereof, the CUSTOMER shall guarantee that:

- SATMAR's employees will perform the CONTRACT during STANDARD WORKING TIME. If this is impossible, the CUSTOMER provides its consent to OVERTIME work and/or work during OFF WORK DAYS AND PUBLIC HOLIDAYS.

- before performing the CONTRACT, the CUSTOMER shall notify SATMAR of all safety regulations applicable to the CUSTOMER's premises. Furthermore, the CUSTOMER shall guarantee that the work will not be performed under health-threatening conditions and it will take all necessary safety measures and precautions before and during the performance of the CONTRACT.

- SATMAR's employees shall have the opportunity to use, within reason, rest time after travel, food and accommodation and have access to sanitary facilities and medical care at the CUSTOMER'S premises in accordance with international standards.

- If ADDITIONAL RESOURCES are required for the fulfilment of the AGREEMENT, the CUSTOMER provides them free of charge and on time or they will be provided by SATMAR at the CUSTOMER's expense.

- it shall provide free-of-charge all installations and facilities, as well as employees (supporting crew) and any assistance in so far as required, in order to perform the CONTRACT.

- it shall provide free-of-charge warehouse rooms that guarantee adequate protection against theft and damage to supplies, tools and equipment, as well as personal belongings of SATMAR's employees.

If the CUSTOMER does not meet the above conditions and / or does not provide working conditions that meet the safety standards, SATMAR has the right to refuse to perform or suspend the fulfilment of the AGREEMENT.

#### **ARTICLE 21**

1. SATMAR shall notify the CUSTOMER of completion of the performance of the CONTRACT. Delivered or installed GOODS will be deemed accepted if they meet the requirements specified in the OFFER, PURCHASE ORDER and/or SPECIFICATION, constituting an integral part of the CONTRACT.

2. The CONTRACT shall be deemed to have been performed in accordance with the conditions specified in the OFFER, PURCHASE ORDER and/or SPECIFICATION, unless SATMAR is provided with the information about defects or circumstances that are not in accordance with the conditions of the CONTRACT immediately after the performance of the CONTRACT.

#### **ARTICLE 22**

1. If customs clearance is necessary during the travel to the CUSTOMER's premises (travel with spare parts in luggage), the CUSTOMER acknowledges that all customs and fiscal procedures connected with the clearance will be performed by the Customs Agency competent for the place where said procedures are carried out and upon the principles of their operations, and in accordance with the provisions of local law.

2. The CUSTOMER shall cover all the costs incurred in connection with customs and fiscal actions and/or activity of the Customs Agency (taxes, duties, costs of possible detention, retention, storage and/or deposit etc.).

#### **SERVICE REPORT**

### **STANDARD PROOF OF CONTRACT PERFORMANCE**

#### **ARTICLE 23**

1. SATMAR shall prepare a Service Report after each provision of SERVICE and shall deliver it to the CUSTOMER to sign.

2. SATMAR shall not be liable if the CUSTOMER does not participate in the CONTRACT performance acceptance process. In this case, contents included in the REPORT shall be deemed appropriate and binding.

#### **ARTICLE 24**

1. The CUSTOMER implicitly considers the SERVICE to be in accordance with the CONTRACT and undertakes actions towards SATMAR (e.g. making payments without reservations or intentional use of the SERVICE without reservations).

2. If the CUSTOMER started using the SERVICE before accepting (signing) the Service Report without SATMAR's

consent or knowledge, SATMAR shall be relieved from the obligation to prepare the Report.

#### **OWNERSHIP TITLE AND RISK OF LOSS**

##### **ARTICLE 25**

1. All SERVICES and/or GOODS delivered to the CUSTOMER shall remain the property of SATMAR until the full amount is paid, including taxes or other fees related to the performance of the CONTRACT (Article 589 of the Civil Code).

2. The CUSTOMER shall be liable for the quantity and quality of GOODS and/or SERVICES until the full payment for the GOODS and/or SERVICES provided is made. In the event of any damage, the CUSTOMER shall be required to cover and/or compensate it.

##### **ARTICLE 26**

1. The subject of the CONTRACT shall remain in the possession of the CUSTOMER, acting as SATMAR's fiduciary and dependent possessor, until the ownership title is transferred to the CUSTOMER.

2. The CUSTOMER shall be obliged to ensure that delivered and received GOODS are properly protected, stored, insured and identified as the property of SATMAR.

3. The CUSTOMER shall have a right to resell or use the GOODS and/or SERVICES as part of the ordinary course of business activity, but shall demonstrate to SATMAR the proceeds from sales.

4. The CUSTOMER shall be obliged to ensure that it has made all the notifications/registrations to secure the interests of SATMAR, and where no registration has been made, the CUSTOMER shall agree to secure all costs and losses incurred by SATMAR.

##### **ARTICLE 27**

1. If the CUSTOMER is in arrears with payment for the GOODS and/or SERVICES, the CUSTOMER shall be obliged to immediately and unconditionally return the delivered subject of the CONTRACT in full at SATMAR's request. If the CUSTOMER fails to comply with this obligation, SATMAR shall have a right to enter the premises of the CUSTOMER or third party at any time and recover the subject of the CONTRACT.

2. The request and recovery of the subject of the CONTRACT by SATMAR shall not result in withdrawal herefrom, but shall constitute security for the fulfillment of the CUSTOMER's obligations for the benefit of SATMAR, unless otherwise agreed by the Parties.

3. The CUSTOMER shall cover the costs of delivery (return) of the subject of the CONTRACT.

##### **ARTICLE 28**

1. If the CUSTOMER requests for postponing the shipment date of GOODS, the risk of accidental loss or damage of GOODS shall pass to them on the date of receiving the request by SATMAR.

2. In the case of delivery via a forwarder or carrier, the risk of accidental loss or destruction of the GOODS shall pass to the CUSTOMER at the time SATMAR releases the GOODS to the forwarder or carrier.

#### **WARRANTY**

##### **ARTICLE 29**

1. Any warranty on GOODS and/or SERVICES delivered directly or indirectly through SATMAR shall be first based on terms and conditions as specified by the manufacturer.

2. SATMAR shall not be held liable for any breach of the manufacturer's warranty by the CUSTOMER.

##### **ARTICLE 30**

1. SATMAR warrants that:

- works related to the provision of SERVICES shall be free from defects in workmanship for 90 days from the completion of works,
- all parts (supplies and materials) shall be free from defects in material and workmanship for 90 days from the date of performance of the CONTRACT by SATMAR.

2. If a defect occurs within the above warranty period, the CUSTOMER shall be obliged to immediately notify SATMAR IN WRITING, and SATMAR shall take corrective measures within a period agreed by the Parties.

3. The warranty shall exclusively cover products used and installed in conditions complying with the requirements of the manufacturer and intended use.

4. The warranty shall not cover defects that were not caused by SATMAR (e.g. accidents or misuse, work performed improperly or contrary to SATMAR's standards) and shall not apply to equipment on which serial numbers, manufacture or shipping dates are changed or removed.

5. In the event of an unsubstantiated quality complaint, the CUSTOMER shall cover the actual costs of verification by SATMAR.

##### **ARTICLE 31**

1. At its own discretion, SATMAR – as part of warranty – may:

- repair or replace, but not reinstall, any defective parts returned to SATMAR and/or MANUFACTURER by the CUSTOMER at the CUSTOMER's expense, and returned to the CUSTOMER at the expense of SATMAR, or
- modify, repair or replace defective parts without extra charge for parts or WORKING TIME during SATMAR's normal working hours and within 50 km of SATMAR's premises where its employees are available.

2. Equipment and devices delivered by other vendors, not included in the equipment sold by SATMAR, shall only have the vendor's warranty. In this case, the CUSTOMER shall be obliged to exercise the warranty rights exclusively against the entity granting the warranty, excluding SATMAR.

##### **ARTICLE 32**

SATMAR shall give a warranty that is valid only in Poland. In principle, warranty repairs will not be carried out outside of the Republic of Poland. All costs resulting from warranty repairs carried out outside of Poland (costs of travel, accommodation, WORKING TIME etc.) shall be charged to the CUSTOMER.

##### **ARTICLE 33**

1. The manufacturer's warranty shall be the CUSTOMER's exclusive remedy for breach of any warranty.

2. SATMAR shall undertake to repair or replace the items in accordance herewith.

3. SATMAR's liability to the CUSTOMER shall not exceed the value of the repair or replacement of a defective product.

#### **LIMITATION OF LIABILITY**

##### **ARTICLE 34**

1. The CUSTOMER shall be obliged to immediately notify SATMAR of any failure and/or defect of GOODS and/or SERVICES.

2. SATMAR shall not be liable for any indirect, detailed, consequential and / or other damages (including delayed delivery) beyond the control of SATMAR.

3. SATMAR shall not be liable to the CUSTOMER for lost profits and any other damage that the CUSTOMER will suffer as a result of failure to perform the CONTRACT or its improper performance.

#### **TRANSFER OF RIGHTS**

##### **ARTICLE 35**

1. The CUSTOMER may not transfer the rights arising from the CONTRACT without a prior WRITTEN consent of SATMAR.

2. SATMAR may assign the rights arising from the CONTRACT to new entities that are its legal successors.

#### **TERMINATION OF THE CONTRACT**

##### **ARTICLE 36**

If the CUSTOMER terminates any part of the CONTRACT, SATMAR shall be entitled to recover all costs (direct and indirect costs, including fixed costs reasonably calculated as of termination hereof, which specify the standards of accounting practices applicable at SATMAR), incurred for the performance hereof, and a reasonable compensation for the loss of profits due to the CONTRACT.

#### **CONFIDENTIALITY**

##### **ARTICLE 37**

1. During the term of the CONTRACT and after termination hereof, each Party shall be obliged to respect commercial confidentiality and shall not disclose any confidential information related to the enterprise of the other Party, which it learned in connection with the performance hereof, regardless of the manner of expression and recording thereof.

2. Information referred to in paragraph 1 shall be understood as all publicly undisclosed information and/or data about CONTRACTS performed by the Parties, the Party's contractors, commercial information (including prices), organizational information, technical information, technological information or other information of economic value. It shall also apply to information whose disclosure could expose the Parties or contractors to the detriment and loss of reputation or trust necessary to conduct business activity.

3. In the case of any doubt as to whether given information is a secret, each Party shall be obliged to request the other Party IN WRITING to clarify such a doubt.

4. Each Party shall bear all consequences arising from the breach of the provisions of paragraph 1 (business secret), including the obligation to cover the costs, losses and damage incurred by the other Party hereto.

**NON-COMPETE CLAUSE**  
**ARTICLE 38**

1. The CUSTOMER shall undertake not to take any actions constituting an act of unfair competition, aimed at taking over employees, technical service, management staff employed at SATMAR or SATMAR's partners from the satellite telecommunications industry or other related services within a period of two calendar years following the termination of cooperation, regardless of the time or reason for termination.

2. The terms used in paragraph 1 shall have the following meaning:

an Employee is a natural person related to SATMAR by an employment contract, contract of mandate, contract for specific task or other similar contract, who was employed by SATMAR during the term hereof;

a Partner is a person or a company working together with SATMAR as a Supplier, Contractor, Cooperator, Subcontractor, Adviser etc. in the performance hereof;

3. The CUSTOMER shall bear all consequences arising from the breach of the provisions of paragraph 1 (Non-Compete Clause), including the obligation to cover the costs, losses and damage incurred by SATMAR in this respect.

**RULES OF PERSONAL DATA PROCESSING**  
**ARTICLE 39**

SATMAR shall process the CUSTOMER's personal data in accordance with the rules set out in the Information Clause on the processing of personal data, which constitutes Appendix No. 2 hereto.

**FINAL PROVISIONS**  
**ARTICLE 40**

1. Polish law shall exclusively apply when deciding on the validity and interpretation hereof.

2. In the event that any of the provisions hereof, by virtue of law or a final or binding decision of any administrative authority or court, are considered invalid or ineffective, the remaining provisions hereof shall remain in full force and effect.

3. The provisions hereof declared invalid or ineffective, referred to in paragraph 2, shall be replaced with provisions that are legally valid and fully effective, which reflect the original intention of the provision and have legal effects ensuring economic benefits for each Party as close as possible to the original ones.

**ARTICLE 41**

The Parties shall make attempts to resolve any disputes arising in connection with the performance hereof by means of their own negotiations, and if no agreement is reached, they shall submit them for settlement to a common court competent for the registered office of SATMAR.

**ARTICLE 42**

Any notifications for SATMAR shall be made IN WRITING. They shall be deemed delivered if they have been received by SATMAR or sent to service and technical representatives who perform a given order/service.

**ARTICLE 43**

Unless otherwise specified in a separate AGREEMENT, this Contract along with SATMAR's OFFER shall be the entire CONTRACT between the Parties and form an integral part of each ORDER CONFIRMATION. Any subsequent amendments shall not apply unless they have been approved IN WRITING by SATMAR's authorized representatives. Terms and conditions contained in the CUSTOMER's order, which add or amend the terms and conditions indicated herein, shall have no binding force.

**ARTICLE 44**

In matters not regulated herein, the provisions of the Polish Civil Code shall apply.