

**VII. FORCE MAJEURE**

1. The Seller shall not bear any liability for delays, in particular in shipment and delivery of the Goods as well as for breach, undue performance or non-performance of its contractual obligations, in full or in part, and reserves the right to suspend performance or rescind the Sales Agreement in full or in part (within 30 days from the occurrence of any of the events specified below), including the postponement of the date of delivery or delivery of a smaller quantity of Goods than specified in the Sales Agreement, if it is caused by circumstances beyond the Seller's control, external, which the Seller could not reasonably foresee when concluding the Sales Agreement and which are hereby considered force majeure events and in particular such phenomena and events as: war (declared or undeclared), other armed actions, invasion, military manoeuvres, terrorist actions, mobilisation, embargoes, rebellion, revolution, uprising, military or civil upheaval, earthquake, flood, fire, whirlwind, strong wind, any other natural disaster strike or other labour conflict, accident in transit, breakdown of equipment, road blockage, time restrictions on truck, rail or marine traffic, legislative amendment, epidemic, pandemic and general disease, and other causes beyond the Seller's control.
2. The provisions relating to force majeure shall also apply in cases when force majeure occurs at one of the Seller's contractors in a manner that prevents the Seller from performing its obligations under the Sales Agreement.
3. The Seller undertakes to inform the Buyer on each occurrence of force majeure and its expected impact on the performance of the Sales Agreement.

**VIII. CONFIDENTIALITY**

The Buyer undertakes to treat any and all information made available to it by the Seller within the framework of negotiations and cooperation of the Parties, concerning the Seller, the course of negotiations and the Sales Agreement concluded by the Parties (in particular, information concerning prices) and the course of its performance, as confidential information of the Seller. The scope of confidential information shall not include information generally available or generally known before it was made available to the Buyer.

**IX. FINAL PROVISIONS**

1. The GSC and their interpretation as well as the interpretation of any and all obligations arising from the GSC, the Sales Agreement and any other documents related to the performance of the Sales Agreement, shall be governed by the law in force in the Republic of Poland, regardless of any conflict of laws rules. At the same time the Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods done at Vienna on 11 April 1980.
2. In case of a dispute between the Parties regarding conclusion, performance or termination of the Sales Agreement, including the interpretation of the GSC, the Sales Agreement and any other documents, related to the Sales Agreement, the Parties shall in the first place undertake to attempt to amicably resolve the dispute and to find a solution satisfactory to both Parties. The Party initiating a dispute shall be obliged to send to the other Party by e-mail, to the e-mail address provided by such Party for contact in the Sales Agreement, information about the exact subject and value of the dispute subject. The Parties shall then proceed to attempt to resolve the dispute amicably.
3. If no agreement is reached within 30 days of the attempt to resolve the dispute amicably, each Party may pursue its claims through the state courts, with the exclusive jurisdiction of the Polish state court having jurisdiction over the Seller's registered office.
4. In case any of the provisions of the GSC is found to be invalid, ineffective or unenforceable, the Parties shall mutually agree on another equivalent provision acceptable to both Parties. However, this shall in no way affect the validity of the remaining provisions of the GSC between the Parties.