

## GENERAL TERMS AND CONDITIONS OF PURCHASE OF ALTOM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA (“ALTOM”)

### §1 Scope

1. These General Terms and Conditions of Purchase (“General Terms”) prevail over all terms and conditions of sale or supply applied by the Supplier. Terms applied by the Supplier do not apply to ALTOM also if ALTOM does not expressly represent that it does not wish to be bound by these terms. ALTOM employees shall not be authorised to incorporate, in the Supply Agreement, any model agreement used by the Supplier or to recognise its binding force, even in part, unless a written power of attorney granted thereto provides otherwise. Any departures from the General Terms must be approved in writing by authorised representatives of ALTOM.
2. The General Terms do not apply to supplies and performances of the Supplier based for example on:
  - a) one-off supply order or request,
  - b) framework agreements, long-term supply agreements/contracts for services,
  - c) Supplier’s offer.
3. The General Terms apply to ALTOM purchases of goods which as a result of the supply made are shipped or transported:
  - a) in Poland from another location in Poland (“domestic supplies”),
  - b) to Poland from another EU Member State (“foreign supplies”).

### §2 Definitions

In these General Terms:

- a) the **Supplier** shall mean any entity that undertakes towards ALTOM to supply goods offered thereby;
- b) the **Offer** shall mean a written proposal of supply to Altom made by the Supplier, which specifies goods, terms of supply (including the date of supply), price and method of payment;
- c) the **Offer Acceptance** shall mean a written order placed by ALTOM as a result of acceptance of the Supplier’s Offer, which specifies the goods (specifically the type and quantity of goods as well as requirements as to marking, packaging and logistics data) and terms of supply, including the date and place of supply. Whenever the General Terms refer to the Offer Acceptance, this shall also mean partial Offer Acceptance in accordance with §3.2. of the General Terms;
- d) the **Order** shall mean a written proposal for ALTOM to purchase goods, which specifies the quantity and type of goods ordered and terms of supply (including without limitation the order filling date);
- e) the **Supply Agreement** shall mean an agreement executed as a result of the Offer Acceptance, partial Offer Acceptance by ALTOM or Order confirmation by the Supplier; however, under one Supply Agreement, several supplies may be made if ALTOM consents thereto and the date of supply set out in the Offer or Order is kept.

### §3 Offer. Orders

1. The Supplier’s Offer shall be binding for 30 days. Making an Offer shall be tantamount to making representations referred to in §3.8. of the General Terms. ALTOM shall accept the Offer by consenting to it, i.e. by placing an order on the basis of such Offer (Offer Acceptance). No Offer Acceptance by ALTOM shall mean non-execution of the Supply Agreement.
2. Partial Offer Acceptance shall be admissible by placing an order for some goods offered by the Supplier in the Offer.
3. Offer Acceptance shall be tantamount to refusal to apply the Supplier’s terms of supply/sale.
4. Orders placed by ALTOM, which do not represent the Supplier’s Offer Acceptance pursuant to §3.1. and §3.2. of the General Terms, shall be placed on the basis of the Supplier’s latest

- pricelists and must be confirmed in writing (also by facsimile or email) by the Supplier within maximum 48 hours on business days unless another time limit was set in the Order. After such time limit expires, any Order that has not been confirmed shall cease to be binding.
5. ALTOM's Orders may be accepted only without any reservations, modifications or supplements, specifically it is inadmissible to stipulate that the Supplier's terms of supply/sale shall apply. Provisions of article 68<sup>1</sup>.1 of the Civil Code shall not apply. Any modifications, reservations or supplements to the Order contained in the Order confirmation shall be interpreted as a new Offer of the Supplier, which must be confirmed in writing (also by facsimile or email) by ALTOM. If the new Offer is not accepted, it shall be deemed to be rejected.
  6. The Supplier's Offer Acceptance or confirmation of ALTOM's Order by the Supplier shall be tantamount to execution of the Supply Agreement.
  7. If the Supplier does not confirm the Order in writing and starts to fill the Order, the supply shall be deemed to be made on terms set out in the Order and General Terms (unconditional acceptance of the Order and General Terms).
  8. An Order confirmation by the Supplier or an Offer making by the Supplier shall be tantamount to the Supplier's representation to the effect that:
    - a) it accepts these General Terms, shall make the supply based on the General Terms and does not find contractual penalties stipulated therein grossly overstated;
    - b) goods supplied meet all requirements known to it or provided by ALTOM and any norms arising from standards and laws applicable in Poland and the European Union;
    - c) it ensures that all data contained in product characteristics apply to products supplied by the Supplier.

#### **§4 Dates of supply. Delay**

1. Unless the Order or Offer provides otherwise, the Supplier shall supply goods on the day set out in the Order or Offer though not later than 5 business days of the Offer Acceptance date or Order confirmation date. Supplies made prior to the date of supply set out in the Order or Offer must be approved by ALTOM in writing beforehand (also by facsimile or email).
2. The Supplier shall promptly inform ALTOM in writing of any delays (default) in the supply of goods and projected date of delayed supply.
3. The date of supply shall be deemed to be kept if the ordered goods in the quantity and of the quality compliant with the Order or Offer Acceptance are made available to ALTOM at a place and time, and on terms set out in the Order or Offer Acceptance.
4. Any supplies in the quantity or of the quality other than that set out in the Order or Offer Acceptance shall be deemed be non-compliant with the Supply Agreement.
5. In the case of delayed supply by more than 5 days, ALTOM shall be authorised, notwithstanding its other rights, at its discretion, to withdraw from the Supply Agreement, in whole or in part, or to engage a third party to produce / supply goods covered by the supply not made in due time at the Supplier's expense. Under such circumstances, the Supplier shall not be entitled to raise any claims against ALTOM, including without limitation claims for payment of the remaining part of the fee or claims for damages. The Supplier shall return the advance payment received. No matter how long the delay of the supply is, ALTOM is also authorised to request that the Supplier repair the damage incurred by ALTOM, including the damage involving lost profits and damage incurred by ALTOM involving the need for ALTOM to pay contractual penalties or compensation to its business partners, due to the delay, improper performance or non-performance of agreements with business partners.

#### **§5 Supply**

1. Unless the Order or Offer provides otherwise:
  - a) the place of domestic supply shall be the registered office/warehouse of ALTOM,
  - b) the place of foreign supply shall be the warehouse of the Supplier.

2. The Supplier undertakes to supply goods only on EURO-pallets compliant with the applicable Polish standard. In order to assess the pallet compliance, the parties undertake to use pallet assessment cards published by ECR Poland Community. EURO-pallets shall be replaceable. Pallet assessment cards shall be available at website [www.altom.pl](http://www.altom.pl) (bookmark for suppliers).
3. Only EURO-pallets compliant with standards specified in §5.2. of the General Terms may be replaced. Pallets that do not comply with standards specified in §5.2. of the General Terms shall be withdrawn from circulation and the Supplier shall not be entitled to raise any claims in this respect. The balance of pallets shall be calculated based on the number of pallets with a positive opinion as per standards described in §5.2. of the General Terms, included in the delivery document and pallet receipt, when pallets are unloaded at the receiving dock of ALTOM, with the involvement of ALTOM employee and the carrier's driver.
4. The Supplier and ALTOM's logistics department shall agree on the quantitative balance of EURO-pallets. The Supplier shall send its data about the quantitative balance of EURO-pallets directly to ALTOM's logistics department not later than by the 15<sup>th</sup> day of each quarter end. The Supplier's claims relating to replacement of EURO-pallets shall expire if the Supplier has not performed the above obligation. The Supplier shall collect replaceable EURO-pallets from ALTOM at its expense.
5. Provisions of §5.2., §5.3. and §5.4. of the General Terms shall not apply only if the parties do not agree in writing otherwise.
6. ALTOM may request that the packaging method and the manner and place of supply be changed and such requests shall be made at least 5 days prior to the scheduled date of supply. If the above changes result in an increase in costs as compared to the Supplier's pricelist or the need to change the schedule of supplies, additional costs shall be charged to ALTOM.
7. Each supply shall be accompanied by the delivery document containing:
  - a) Supplier's name and address;
  - b) order number;
  - c) sequence of goods in the documents identical to that in the Order or Offer or Offer Acceptance;
  - d) number of goods supplied and number of EURO-pallets supplied;
  - e) stamp and signature of the person issuing the document.
8. The delivery document may not contain the price of goods. If such obligation is breached, ALTOM shall be authorised not to accept the goods (supply) for reasons within the Supplier's control.
9. Within 7 days of the goods release, a VAT invoice shall be issued and sent to ALTOM by post. The VAT invoice may be sent to ALTOM by email after ALTOM consents to receiving invoices by email beforehand pursuant to §3 of the Minister of Finance's regulation on sending electronic invoices, rules of storing such invoices and the method for providing them to the tax or tax audit authorities dated 20 December 2012.
10. Receipt of goods by ALTOM shall be supported by a handing-over report. ALTOM signing the handing-over report shall not be deemed to mean express or implied confirmation of the correct performance of the Supply Agreement.
11. No matter whether the handing-over report was prepared, after goods are received, goods shall be each time examined by ALTOM for their quantitative compliance with the Order or Offer Acceptance and invoice provided. ALTOM shall inform the Supplier of any quantitative irregularities disclosed within maximum 48 hours on business days.
12. ALTOM may return to the Supplier goods that do not comply with the Order or Offer Acceptance.
13. If the Supplier supplies more goods than set out in the Order or Offer Acceptance, ALTOM may, at its discretion, return the goods to the Supplier at the Supplier's expense or store the goods at the Supplier's risk and expense until the following supply upon which the surplus goods from the last supply shall be collected. The above notwithstanding, surplus goods may, upon the

Supplier's consent, be allowed on account of future supplies. In such case, the surplus shall be settled in the next Order or Offer.

14. Quality control shall be performed in line with §9 of the General Terms. If goods supplied do not meet any of the requirements set out in §9 of the General Terms, including the requirement to duly mark goods, then ALTOM shall be authorised to refuse to accept the goods for reasons within the Supplier's control. In such case, the Supplier shall not be entitled to raise any claims for damages.
15. If any quantitative differences, price discrepancies or errors in invoices issued etc. are disclosed, ALTOM shall issue a complaint note within maximum 48 hours on business days from the date of supply. If the Supplier does not take a stance on disclosed irregularities set out in the complaint note within the following 2 business days, the complaint shall be deemed to be accepted and the Supplier shall, subject to §5.10. of the General Terms, issue and deliver a correcting invoice to ALTOM, by email and conventional post, within 3 business days of the complaint note receipt. Unless agreed otherwise, ALTOM shall pay the price not earlier than within 14 days of the correcting invoice receipt. The above shall not apply to defects of goods to be reported in line with the complaint procedure described in §10 of the General Terms.

## **§6 Ownership transfer. Risk transfer**

1. Unless the Order or Offer provides otherwise, then in the case of:
  - a) domestic supplies - packaging, loading, dispatching and transportation shall be performed at the Supplier's risk and expense on DDP terms (Incoterms 2010). The Supplier also undertakes to execute an agreement on insurance in transit and to unload goods;
  - b) foreign supplies - packaging and handing over (supplying) goods to the carrier appointed by ALTOM shall be made at the Supplier's expense and risk on FCA terms (Incoterms 2010).
2. Ownership of goods and the risk of their loss or damage shall pass onto ALTOM as soon as goods are released to ALTOM, and in the case of foreign supplies - as soon as goods are released to the carrier appointed by ALTOM, unless foreign supplies are made at the Supplier's expense and risk. The Supplier may not reserve ownership of goods until full payment is received or a time later than goods release.
3. Material, instrumentation, equipment, models, drawings, designs or other items supplied by ALTOM to the Supplier are and remain the property of ALTOM. The Supplier shall not be authorised to use the above items for any purpose other than making the supply on terms set out in the General Terms. The Supplier shall bear the risk of losing the above items.

## **§7 Price**

1. The supply shall be made at prices specified in the Supplier's latest pricelist. ALTOM shall be informed at least 60 days in advance of each pricelist change.
2. In the case of promotional campaigns, promotion terms shall be each time agreed in a separate agreement (e.g. promotion discount, extra charge for newsletter costs, reimbursement of promotion costs).
3. The price shall be payable on the basis of a correctly issued VAT invoice approved by ALTOM, within the time limit set out in the invoice or co-operation agreement, though not shorter than 14 days.
4. The time limit to pay for goods purchased shall be counted from the day ALTOM prepares a handing-over report, though not earlier than from the day of receiving the invoice with a complete set of documents or a correcting invoice, pursuant to §5.11. of the General Terms.
5. Payments shall be made by bank transfer to the bank account specified in the VAT invoice.
6. If the supply is delayed or defects are disclosed in goods supplied, ALTOM shall be authorised to hold the payment pro rata until the supply compliant with the Supply Agreement is made.

7. Unless provided otherwise, the price shall include a completely packaged supply to the place set out in the Order or Offer Acceptance and any taxes and other charges related to goods supplied.
8. The day ALTOM's bank account is debited shall be deemed the payment date.
9. In the case of international transfers, ALTOM shall incur operating costs of its bank while the Supplier shall incur operating costs of its own bank ("Share").
10. Payment may be made by way of a setoff upon ALTOM's consent in writing.

## **§8 Returns**

1. ALTOM reserves the right to return seasonal and slow-moving goods and goods that are no longer included in ALTOM's commercial offer.
2. Seasonal goods shall be deemed to be goods that are marked as seasonal in the Offer or Oder.
3. Slow-moving goods shall be deemed to be goods the sale of which has not exceeded 60% of the quantity of given goods from the last supply within three months from the day of goods' supply to ALTOM.
4. Goods that are no longer in ALTOM's commercial offer shall also be deemed to be goods the sale of which was banned under a decision of competent authorities or there is a risk of issuing a decision ordering to withdraw them from stores or for which no required documents are held or which do not meet quality standards or legal regulations governing specifically their safety or marking.
5. ALTOM shall hand over goods to be returned to the Supplier at the time of the upcoming supply and the Supplier shall collect them not later than within maximum 30 days of the day ALTOM provides it with a relevant decision.
6. Goods returned shall be settled based on prices applicable on the date of supply of goods being returned. If it is impossible to establish which supply the goods are from because of defective marking by the Supplier, the settlement shall be made based on prices applicable to the supply specified by ALTOM.
7. Settlement shall be made on the basis of a correcting invoice issued by the Supplier and may be made by allowing the overpayment on account of overdue or future payments, if ALTOM informs the Supplier of choosing such settlement form in writing.

## **§9 Quality**

1. The Supplier undertakes to supply to ALTOM goods produced, placed on the market in line with technical requirements accepted in Poland and legal regulations applicable in Poland and the European Union (directives, regulations) as well as quality standards, including standards regarding safety of goods, packaging, marking for the consumer in Polish, etc.
2. At ALTOM's request, the Supplier shall promptly provide ALTOM or an individual appointed thereby with a copy of documents confirming that requirements referred to in §9.1. of the General Terms are met, including without limitation copies of any permits, certificates, product certificates or other documents required by legal regulations to place goods on the market. This shall be without prejudice to the Supplier's obligation specified in §9.9. of the General Terms.
3. At the request of inspection authorities, the Supplier shall promptly provide any documents requested.
4. The Supplier shall provide and update markings of its goods and packaging that represent a unit of sale of ALTOM, using GTIN numbers (Global Trade Item Numbers). GTIN shall comprise the following codes: EAN/UCC-8, UCC-12, EAN/UCC-13 and EAN/UCC-14 assigned depending on the type of goods.
5. The Supplier shall mark goods and packaging that represent a unit of sale of ALTOM using a unique bar code in line with rules established by GS1 organisations.  
Each good must bear a label including:

- a) Polish name of the product;
  - b) name of the manufacturer/distributor along with address information;
  - c) bar code;
  - d) other data concerning marking in line with Polish laws and European Union laws.
6. Each internal packaging must bear a label put in a place allowing it to be scanned, which includes:
- a) Polish name of the product;
  - b) name of the manufacturer/distributor along with address information;
  - c) bar code;
  - d) number of pieces per packaging.
7. Each collective packaging must bear a label put in a place allowing it to be scanned without unpacking the pallet, which includes:
- a) Polish name of the product;
  - b) name of the manufacturer/distributor along with address information;
  - c) bar code;
  - d) number of pieces per packaging;
  - e) other data concerning marking in line with Polish laws and European Union laws.
8. Information about properties of the goods shall be included in the product data sheet applicable on the goods release date and shall be provided to ALTOM not later than 5 business days prior to the Supply.
9. The Supplier shall supply the goods along with any documents required under laws, including technical descriptions, certificates, product certificates, user manuals in Polish, etc. For repeating supplies of the goods of the same type, the Supplier shall provide the above documents with the first supply and then once a year by 30 January or within 30 days of obtaining new or updated documents.
10. At ALTOM's request, the Supplier shall provide free-of-charge samples of goods for further demonstration to ALTOM's customers.
11. At ALTOM's request, the Supplier shall promptly provide a completed logistics data sheet for goods, including without limitation dimensions of collective packaging (height, width, length, weight) and maximum number of cartons per EURO-pallet.

#### **§10 Warranty and guarantee**

1. The term of warranty and guarantee for goods shall be 30 months of the day of goods release to ALTOM. If defective goods are replaced, the term of warranty and guarantee shall run anew on the day goods free from defects are supplied.
2. Any defects disclosed by ALTOM shall be reported to the Supplier promptly but not later than within 4 weeks of the day of goods release to ALTOM, and in the case of defects disclosed at a later date - from the day of disclosing them.
3. If any defects are disclosed, ALTOM shall first request the Supplier to collect defective goods and supply goods free of defects at the Supplier's expense, within the time limit set by ALTOM.
4. If no reply is received to ALTOM's request to repair defects within 2 days of the defect reporting date, the Supplier shall be deemed to have accepted the complaint.
5. If goods free of defects are not supplied within the time set by ALTOM though not longer than 30 days of the defect reporting date, ALTOM shall be authorised, at its discretion, to:
  - a) withdraw from the Supply Agreement in whole or in part,
  - b) order goods free of defects from a third party - each time at the Supplier's expense,
  - c) request that the goods' price be reduced.
6. Whenever defects occur, ALTOM may request that the damage be repaired and the related loss be paid as it was incurred due to improper performance of the Supply Agreement by the Supplier, including without limitation if due to that ALTOM delays with performance of its own obligations towards third parties.

7. Any costs of the complaint procedure, including without limitation costs of transportation, material and labour shall be borne by the Supplier.
8. The above notwithstanding, ALTOM shall be authorised to use other legal remedies available to it under laws with respect to the Supplier for the supply of defective goods or improper performance of the Supply Agreement.
9. ALTOM shall be authorised to assign its warranty or guarantee claims to third parties.

#### **§11 Industrial property rights. Copyrights**

1. The Supplier ensures that ALTOM's use of goods supplied by the Supplier shall not infringe upon protection rights of third parties, including without limitation industrial property rights and copyrights. In the case of supply of goods produced by the Supplier relying on information (including data, formulas, drawings etc.) owned by ALTOM, including without limitation information (including data, formulas, drawings etc.) subject to protection under author's economic rights or industrial property rights of ALTOM, the Supplier shall not be authorised to further use them without ALTOM's express consent in writing.
2. The Supplier shall not be authorised to use the ALTOM's business name and trademark for its own needs, including without limitation in advertising or promotional material and on websites etc., unless it is authorised to do so in writing by ALTOM.

#### **§12 Contractual penalties**

1. In the case of delayed supply, ALTOM may claim a contractual penalty of 1% of the net value of the Supply Agreement for each commenced day of the delay. ALTOM may claim a contractual penalty apart from other rights provided for in the General Terms.
2. If the Supply Agreement is not performed in whole or in part, ALTOM may claim a contractual penalty of 20% of the value of the outstanding Supply Agreement or outstanding part thereof. If the Supply Agreement is not performed in whole or in part with respect to goods ordered during promotional campaigns, ALTOM may claim a contractual penalty of 100% of the outstanding Supply Agreement or outstanding part thereof.
3. For the purpose of contractual penalty calculation, it is adopted that any delay in the supply of more than 5 business days shall be deemed to be non-performance of the Supply Agreement.
4. ALTOM may claim compensation in excess of the value of contractual penalties stipulated in the General Terms.
5. ALTOM may offset the contractual penalty against the agreed price.

#### **§13 Withdrawal**

1. ALTOM may withdraw from the Supply Agreement within 3 business days of the Offer Acceptance date or the Order confirmation date in line with §3 of the General Terms.
2. If the Supplier is late with the commencement or performance of the Supply Agreement so that it is unlikely for the Supplier to be able to keep the date of supply, ALTOM may, without setting any additional time limit, withdraw even before the date of supply from the Supply Agreement and Supply Agreements executed on the basis of Orders placed after the execution of the Supply Agreement that the Supplier is late with the commencement or performance.
3. If the Supplier is late with defect repairing so that it is unlikely for the Supplier to meet the deadline to repair the defects as set by ALTOM, ALTOM may withdraw from the Supply Agreement and Supply Agreements in whole or in part, which were executed after the execution of the Supply Agreement for goods which proved to be defective.

#### **§14 Force majeure**

In the case of force majeure or other unforeseeable extraordinary events e.g. a strike, riots, actions of state authorities, which prevent normal performance of the agreement, the Supplier must

promptly inform ALTOM about the occurrence and end of such events. In such case, the time limit of supply shall be prolonged by the duration of the force majeure event. However, ALTOM may withdraw from the Supply Agreement in whole or in part if such time limit exceeds by at least 50% the original time limit. In such case, the Supplier shall not be able to raise any claims against ALTOM, including without limitation claims for payment of the remaining part of the price or claims for damages. The Supplier shall return the advance payment received.

### **§15 Confidentiality clause**

1. During co-operation and thereafter for a non-fixed term, the Supplier undertakes to keep secret any documents and information provided thereto by ALTOM in connection with mutual commercial relationships established and the agreement performed, which represent a trade secret of ALTOM. ALTOM's trade secret shall mean without limitation any commercial, technical and technological (including drawings, models, templates, formulas), organisational etc. information, which has not been disclosed to the general public.
2. The Supplier shall instruct and effectively obligate its employees and collaborating individuals to comply with the above obligation. The Supplier shall also impose such obligation on its subcontractors.

### **§16 Liability**

1. The Supplier shall be fully liable for actions of its attorneys, sales representatives and individuals maintaining commercial and business relationships with ALTOM on behalf of the Supplier and for actions of its subcontractors.
2. Any declarations of will and knowledge made by the Supplier's employees or individuals co-operating with the Supplier on the basis of a legal relationship other than employment relationship shall be deemed to be declarations of the Supplier.
3. The Supplier shall be fully liable towards third parties for physical and legal defects of goods supplied to ALTOM. The above shall also include liability for infringing upon rights other than property rights (e.g. copyrights or industrial property rights), in particular in case a trademark registered to another entity is forged, reworked, counterfeited or used.
4. If any third party claims are raised against ALTOM for infringing upon their property or other rights and as a result of damage that arose due to defects of goods supplied, the Supplier undertakes to hold ALTOM and its Customers harmless and indemnify ALTOM against costs of defence against such claims. This shall be subject to ALTOM's discretion. Costs of defence shall include without limitation costs of legal advice provided before and during the trial, costs of the trial itself, costs of necessary expert opinions etc.
5. The Parties undertake to promptly inform each other of any circumstances known to them which bring about the risk that industrial property rights or third party copyrights are infringed upon and to take joint actions to refute third party claims, if any.

### **§17 Severability clause**

If any provisions of the General Terms are held to be invalid, this shall not affect the validity of the other provisions and agreements as well as Supply Agreements executed on such basis. Any invalid provisions shall be replaced by valid ones as close to the economic goal of invalid provisions as possible.

### **§18 Miscellaneous**

1. In case of any conflict or ambiguity between the General Terms and/or provisions of any other document, such conflict or ambiguity shall be resolved by precedence given to in the following order:

- a) any additional terms or guidelines agreed between the parties in writing in a long-term agreement or another agreement, attached to the Order or Offer;
  - b) parameters, guidelines, drawings attached to the Order or Offer and approved by ALTOM;
  - c) Order or Offer;
  - d) General Terms;
  - e) other documents and agreements signed by the parties other than those mentioned above.
2. Any amendments to the General Terms must be made in writing to be valid.
  3. ALTOM reserves the right to amend the General Terms by posting new General Terms on the website [www.altom.pl](http://www.altom.pl) (bookmark for suppliers). New General Terms shall be binding on the Suppliers as of the expiry of 30 days after they are published.
  4. In any matters unaddressed in the General Terms, relevant Polish laws, including without limitation civil law, shall apply, exclusive of the United Nations Convention on the International Sale of Goods dated 11 April 1980 and Convention on the Limitation Period in the International Sale of Goods dated 14 June 1974.
  5. The competent court to resolve any disputes arising from agreements executed based on the General Terms shall be the court with subject matter jurisdiction over ALTOM's registered office. Resolution of disputes related to executing and making foreign supplies shall be governed by the laws of Poland.
  6. Without ALTOM's prior consent in writing, the Supplier may not use any information about its co-operation with ALTOM in the promotion and advertising of its business operations.
  7. ALTOM must consent in writing to the transfer of rights and obligations under agreements executed based on the General Terms by the Supplier.