

GENERAL TERMS AND CONDITIONS OF SALE WM ELTAR Sp. z o.o. Sp. k. of 05.03.2020.

These **General Terms and Conditions of Sale** constitute a model contract within the meaning of Article 384 of the Civil Code and are an integral part of each Product Sales Contract concluded with WM ELTAR Sp. z o.o. Sp. k.

1. DEFINITIONS AND INTERPRETATION

1.1 The terms used in the General Terms of Sale shall mean:

- (a) "**WM ELTAR**" - WM ELTAR Sp. z o.o. Sp. k. with registered office in Tarnowskie Góry, ul Cmentarna 5, 42-600 Tarnowskie Góry, entered in the register of entrepreneurs of the National Court Register under number: 0000531838, e-mail address: pcb@eltar.pl;
- (b) "**Business Partner**" - the entrepreneur who has concluded the Contract with WM ELTAR;
- (c) "**GTCS**" - General Terms and Conditions of Sale, constituting this document;
- (d) "**Panel**" - the PCB layout (shipping panel) specified in the Offer. It is the sales unit indicated by the Business Partner in the Inquiry, which is a multiple of interlocked individual PCBs.
- (e) "**PCB**" - printed circuit board; a board of insulating material with electrical connections and soldering points, designed for the assembly of electronic components;
- (f) "**Products**" - products in physical form (finished goods) and services which are offered for sale by WM ELTAR, having the characteristics specified in the Offer;
- (g) "**Inquiry**" - means an Inquiry about the possibility and the technical and business conditions for ordering the manufacture of certain Products with the simultaneous presentation of design and technical documentation by the Business Partner, addressed to WM ELTAR by the Business Partner in order to obtain an Offer;
- (h) "**Offer**" - WM ELTAR's response to the Inquiry sent by the Business Partner, containing all necessary information about the Products, in particular the Price, constituting an offer within the meaning of Article 66 of the Civil Code;
- (i) "**Order**" - means the acceptance of the Offer presented to the Business Partner as a result of the Inquiry submitted to WM ELTAR and means at the same time the conclusion of the Contract;
- (j) "**Contract**" - the Contract for the Sale of Products concluded by the Business Partner and WM ELTAR upon acceptance of the Offer, in performance of these GTCS;
- (k) "**Price**" - means the amount equal to the selling price of the Products on account of the Order executed, which was in force in the Offer accepted by the Business Partner and which the Business Partner is obliged to pay to WM ELTAR;
- (l) "**Costs**" - means the amount due to WM ELTAR for the costs associated with sending the Products to the Business Partner, e.g. transport costs, insurance;
- (m) "**Business Days**" - weekdays from Monday to Friday excluding public holidays in the Republic of Poland;
- (n) "**Confidential Information**" - all information about the course of negotiations that the parties conducted in order to conclude the Contract, the content of the Contract, as well as commercial, marketing, technical, technological, organisational and financial information about a party to the Contract obtained by the other party in the performance of the Contract and the GTCS;
- (o) "**Complaint**" - means a written notification to WM ELTAR by the Business Partner of any irregularities relating to the Products that occur during the warranty period;

- (p) "**Force Majeure**" - an external event independent of the Parties' will, which substantially hinders the performance of all or part of the obligations under the Contract, which could not have been foreseen and which could not have been prevented, occurring after the Parties to the present Contract and preventing the Party from performing its obligations under the Contract with due diligence. Force Majeure shall be understood in particular as the occurrence of the following phenomena: natural disaster (inter alia fire, earthquake, flood, hurricane), state of epidemiological emergency or state of epidemics, armed actions, state of war, state of emergency, riots, strike, acts or decisions of the state or local government authorities, unforeseen difficulties in access to raw materials, delays in transport independent of the parties.

2. GENERAL PROVISIONS

- 2.1 The GTCS govern the rights and obligations of the parties to the Contracts and form an integral part thereof.
- 2.2 By placing an Order, the Business Partner agrees to the application of the GTCS. Any verbal information or clarifications from WM ELTAR must be confirmed in writing to become binding.
- 2.3 The GTCS shall apply to all Contracts, where the Business Partner is not a consumer and concludes the Contract within the scope of its business activity, unless otherwise stipulated by mandatory provisions of law or individually agreed provisions of the Contract.
- 2.4 With the conclusion of the Contract, the Business Partner declares that he is not a consumer and that the Contract has been concluded in the context of his business activity.
- 2.5 In the event of a discrepancy between the provisions of the GTCS and the Contract, the provisions of the Contract shall prevail.
- 2.6 WM ELTAR is not bound by any terms and conditions of the Inquiry submitted by the Business Partner.
- 2.7 The information provided by WM ELTAR in any form or form, in particular advertisements, announcements and price lists, is not an offer within the meaning of the Civil Code, but constitutes an invitation to submit Inquiries and conclude an Contract.

3. RULES FOR ORDERING PRODUCTS

- 3.1 In order to conclude the Contract, the Business Partner should submit an Inquiry to WM ELTAR in writing or by e-mail to: pcb@eltar.pl or by filling in the Inquiry form, the so-called "PCB Price Calculator", which is placed on the website www.eltar.pl.
- 3.2 In the Inquiry, the Business Partner should specify in particular:
- (a) detailed technical parameters of the PCB, e.g. number of layers, type and thickness of laminate, final thickness of copper, dimensions of panel and piece, colour of soldermask, type of coating, descriptive layers and additional layers, required machining operations, required certificates and protocols;
 - (b) logistical data, such as the dimensions of the invoicing unit and the blocked Panel, the size of the order and the expected delivery date;
 - (c) attach complete technical documentation of the PCB design in the form of gerber files and drilling files.
- 3.3 Upon receipt of the Inquiry, WM ELTAR will submit an Offer to the Business Partner, which will remain binding for a period of 14 days. The Offer will contain the information referred to in Art. 3.2(a) i 3.2(b) above.
- 3.4 The Business Partner is obliged to read the Offer, in particular all technical and commercial data contained therein.
- 3.5 Within 14 days of receipt of the Offer, the Business Partner may:
- (a) accept the Offer and all its terms and conditions;

- (b) reject the submitted Offer;
 - (c) negotiate the terms of the Offer with WM ELTAR, as a result of which it will accept the negotiated terms of the Offer or reject the Offer presented.
- 3.6 Acceptance of the Offer takes place by sending WM ELTAR a binding and correct Order, constituting an order for the performance of the specified Products, in the manner and on the terms set out in the Offer.
- 3.7 The contract is concluded upon the submission of a binding and correct Order (acceptance of the offer) and the delivery of complete and correct technical documentation.
- 3.8 In case of any changes to the Order, in particular to the technical documentation, the Business Partner is obliged to change the name or version of the design. Failure to change the name or version does not constitute grounds for a complaint in the event of WM ELTAR's execution of a non-updated version.
- 3.9 The application of Article 68² of the Civil Code (so-called tacit acceptance of the offer) is excluded between the parties.
- 3.10 The mere submission of an Offer does not constitute a commitment to conclude a Contract, but is merely a declaration of intent by WM ELTAR to conclude a Contract.

4. EXECUTION OF THE ORDER

- 4.1 Unless otherwise agreed between WM ELTAR and the Business Partner, WM ELTAR:
- (a) processes Orders in accordance with IPC-A-600 Class 2;
 - (b) processes orders with a quantity tolerance of -5% to +10%, i.e. that, for technological reasons, the number of PCBs delivered under the Contract may be increased by a maximum of 10% or decreased by a maximum of 5% by WM ELTAR ;
 - (c) admits the possibility of faulty PCBs marked visibly on the Panel, in the quantity specified by WM ELTAR in Appendix 1 to the GTCS.
- 4.2 If there is a difference between the quantity of PCBs ordered and the quantity of PCBs actually delivered as a result of the Order, the value of the Order for the added or reduced quantities of PCBs shall be adjusted on the invoice in accordance with the unit prices contained in the Offer, to which you agree at the time of conclusion of the Contract.
- 4.3 Defective PCBs (X-outs) on the Business Partner's Panels will not be added to the Order value and will not reduce the ordered PCB quantities by more than 5%.
- 4.4 Other arrangements made between WM ELTAR and the Business Partner with regard to the permissible quantity tolerance (and in particular the +/-0% tolerance) or the absence of defective PCBs on the Panel, may involve an increase in the Price contained in the Offer.
- 4.5 Documents and tools (e.g. films, screens, production programmes) produced by WM ELTAR based on the technical documentation provided remain the property of WM ELTAR and will be stored for a maximum of 2 years from the date of production and disposed of thereafter.
- 4.6 The order completion time is calculated from the moment of conclusion of the Contract by WM ELTAR and the Business Partner, i.e. from the moment of acceptance of all parameters of the Offer and delivery of complete and correct technical documentation, in accordance with Art. 3.2.
- 4.7 The Order completion dates presented in the Offer are estimated dates and are based on the current production capacity and delivery dates of raw materials. WM ELTAR reserves the right to extend the Order completion date accordingly, of which it shall immediately inform the Business Partner. The exact date (date) of completion of the Order shall be each time communicated to the Business Partner by e-mail in the confirmation of acceptance of the Order for completion, which is WM ELTAR's response to the Order sent.
- 4.8 The terms and conditions for the placement and execution of Express Orders and related deliveries shall be as set out in Art. 7 GTCS.

5. DELIVERY CONDITIONS

- 5.1 The Products sold on the basis of the individual Orders will be sent by WM ELTAR to the Business Partner via a carrier selected by WM ELTAR (standard courier service) to the destinations indicated by the Business Partner in the Orders, unless the Business Partner, when placing a given Order, has expressly stipulated otherwise.
- 5.2 The costs shall be borne by the Business Partner under the terms of the chapter 6 GTCS, unless the parties agree otherwise.
- 5.3 The moment at which the Products are handed over to the Business Partner shall be deemed to be the moment at which WM ELTAR entrusts the Products to which the Order relates to the carrier for delivery to the place of destination, or the moment at which they are actually handed over to the Business Partner in the event that the Business Partner collects the Products himself from WM ELTAR's premises.
- 5.4 From the time of delivery of the Products, WM ELTAR shall not be liable for loss, loss or damage to the Products by the carrier, irrespective of which party bears the costs associated with the transportation of the Products.
- 5.5 WM ELTAR is not responsible for delays resulting from acts or omissions on the part of the carrier.
- 5.6 The parties may agree that the transport of the Products shall be additionally insured. The costs associated with the insurance shall be borne by the Business Partner.
- 5.7 WM ELTAR stipulates that it has the right to deliver the Products in parts (batches) while incurring the cost of additional courier deliveries.
- 5.8 In matters not regulated by this chapter of the 5 GTCS, the provisions of the Act of 15 November 1984 on the Law of Transport (Dz.U.2020.8) shall apply.

6. PRICE AND PAYMENT CONDITIONS

- 6.1 For each Order executed, the Business Partner shall pay to WM ELTAR the Price and Costs.
- 6.2 Price and Costs are net amounts and will be increased by the amount of Value Added Tax (VAT) due.
- 6.3 The price due for the performance of a given Order and the Costs should be paid by the Business Partner, on the basis of an invoice issued by WM ELTAR, by bank transfer to the bank account of WM ELTAR indicated on the invoice, within 30 days of the date of issue of the invoice. Payment shall be deemed to have been made when WM ELTAR's bank account is credited.
- 6.4 Price and Costs will be invoiced as two separate items.
- 6.5 With regard to the first three Orders placed by a Business Partner starting to work with WM ELTAR, the condition for starting the performance of these Orders is the payment of the entire Price on the basis of a correctly issued advance invoice. Upon completion of any of the first three Orders, WM ELTAR will issue an invoice taking into account the remaining receivables of WM ELTAR not included in the advance invoice. Upon completion of the first three Orders, in terms of payment for each subsequent Order, the Business Partner shall pay the Price and Costs on the basis of the invoice issued by WM ELTAR, by bank transfer to the bank account of WM ELTAR indicated on the invoice, within 30 days of the date of issue of the invoice.
- 6.6 The Business Partner hereby agrees to the use of electronic invoices by WM ELTAR, which will be delivered to him/her by e-mail. In the event that the Business Partner does not accept the method described in the preceding sentence, a fee of PLN 10 net will be added to each paper invoice delivered to the Business Partner's mailing address.
- 6.7 In the event that the Business Partner is late in paying an invoice, WM ELTAR may refrain from executing all other Orders placed by the Business Partner until the Business Partner has paid the outstanding amount.
- 6.8 If the Business Partner is late in paying the invoice, WM ELTAR may charge statutory interest for the delay.

- 6.9 Neither WM ELTAR nor the Business Partner is entitled to a right of set-off (contractual exclusion of set-off).
- 6.10 Payments to WM ELTAR shall be made free of transfer costs, all charges, fees, costs and expenses. All costs, expenses and charges referred to in the preceding sentence shall be borne by the Business Partner.

7. CONDITIONS FOR EXPRESS ORDERS

- 7.1 Express mode is only used for Orders for the following PCBs:
- (a) on base laminates with a final copper thickness of 35 µm and laminate thicknesses:
 - (i) 1.0 mm; 1.5 mm; 2.00 mm— 2-sided and 1-sided FR-4;
 - (ii) 1.5 mm— 1-sided CEM-3T;
 - (iii) 1.5 mm— 1-sided aluminium substrate (MC PCB);
 - (b) With standard performance, i.e:
 - (i) minimum path width and spacing of 8 mils/8mils;
 - (ii) minimum hole size 0.5 mm;
 - (iii) soldermask in green or white;
 - (iv) description of the elements in white or black;
 - (v) milling, V-cut;
 - (vi) lead-free plating HASL;
 - (vii) UL non-combustibility certification for PCBs on FR-4 laminates.
- 7.2 In order to execute an Express Order, the Business Partner is obliged to submit an Inquiry via e-mail to: express@eltar.pl in the title of the message stating: "*EXPRESS - name of the ordered PCB*", or by filling in the Inquiry form, the so-called "PCB Offer Calculator", located on the website www.eltar.pl.
- 7.3 A complete Inquiry, including the parameters, data and documentation referred to in Art. 3.2 GTCS must be submitted by 12:00 on the relevant Business Day. An Inquiry submitted after 12:00 p.m. shall be deemed to have been submitted on the following Business Day.
- 7.4 In response to the Inquiry, WM ELTAR will submit an Offer to the Business Partner:
- (a) on the same Business Day if the Inquiry was made by 12:00 p.m.; or
 - (b) on the same or the next Business Day if the Inquiry is submitted after 12:00.
- 7.5 The Offer will remain binding for a period of 24 hours. The bid will contain the information referred to in Art. 3.2(a) i 3.2(b) GTCS.
- 7.6 Within 24 hours of receiving the Offer, the Business Partner may accept the Offer, reject the Offer or negotiate the terms of the Offer with WM ELTAR, resulting in acceptance of the negotiated terms of the Offer or rejection of the presented Offer.
- 7.7 Acceptance of the Offer is made by sending WM ELTAR a binding and correct Order, constituting an order for the performance of the specified Products on an express basis, in the manner and on the terms set out in the Offer.
- 7.8 WM ELTAR stipulates that once an Express Order has been sent, the Business Partner will not be able to make any changes to the Order or cancel it.
- 7.9 The lead time for Express Orders— depending on the size of the Order area— is:
- (a) 2 Business Days - SUPER EXPRESS - for Orders of up to approx. 1 m² ;
 - (b) 3 Business Days - SUPER EXPRESS - for Orders of up to approx. 2 m² ;

- (c) 4 - 5 Business Days - EXPRESS - for Orders of up to approx. 5 m² ;
 - (d) 6 - 7 Business Days - FAST DELIVERY - for Orders of up to approx. 7 m² ;
 - (e) 8 - 9 Business Days - FAST DELIVERY - for Orders of up to approx. 10 m² ;
- 7.10 The exact date (date) of execution of Orders placed in the express mode shall be communicated to the Business Partner each time via e-mail in the confirmation of acceptance of the Order for execution, which constitutes WM ELTAR's response to the Order sent.
- 7.11 The Order completion time is calculated from the Business Day following the day on which the Order was sent by the Business Partner. In the case of the first three Orders submitted to WM ELTAR by the Business Partner, the execution time is counted from the Business Day following the day on which the confirmation of the bank transfer constituting proof of payment of the advance invoice for these Orders was sent.
- 7.12 The lead time for Express Orders does not include delivery time.
- 7.13 Products sold on the basis of Orders placed by express delivery will be sent to the Business Partner by WM ELTAR via the TNT courier company. Detailed delivery times to the Business Partner's location are determined by the TNT courier company and are available on the TNT website.
- 7.14 Documents and tools (e.g. films, screens, production programs) produced on the basis of the documentation provided by WM ELTAR for the purpose of fulfilling the Order on an express basis are disposable and will be disposed of after the Order has been fulfilled.
- 7.15 The only acceptable file format for the technical documentation sent with the Express Inquiry is the RS-274-X gerber format.
- 7.16 All provisions of the GTCS shall apply to Orders placed by express mode, unless otherwise specified in this section. 7. In the event of discrepancies between the provisions of this chapter 7 provisions of these Chapter shall prevail in the case of Orders placed in the express mode. 7.

8. WARRANTY AND RULES FOR ITS IMPLEMENTATION

- 8.1 WM ELTAR guarantees that the Products will be free from any defects. WM ELTAR guarantees the Products for 12 months from the date of issue of the Products to the Business Partner.
- 8.2 WM ELTAR's liability under the warranty is excluded if:
- (a) a defect in the Products is due to errors in the design or PCB documentation provided by the Business Partner;
 - (b) The Products have not been guaranteed a suitable storage environment by the Business Partner (in the case of storage, the Products should be stored in a dry room with a humidity level of 45 (+/- 10)%, at a room temperature of 20 (+/-5)°C, should not be exposed to chemicals and should be packaged in shrink-wrap intended for use in electronics);
 - (c) The products were not assembled immediately after unpacking;
 - (d) touch contact with the Product was not made with cotton gloves;
 - (e) The products have been modified, damaged in any way.
 - (f) the defect in the Product was caused by the operation of the electronic device (or component thereof) into which the Product was fitted.
- 8.3 The provisions of the Civil Code on warranty for defects are deemed to be excluded pursuant to Article 558 § 1 of the Civil Code.
- 8.4 Upon delivery of the Products to the Business Partner, the Business Partner is obliged to carry out an inspection of the external packaging and a quantitative inspection of the delivered Products. Furthermore, you are obliged to verify the correct functioning of the Products prior to their use.

- 8.5 The Business Partner has the right to submit a Complaint to WM ELTAR only during the guarantee period.
- 8.6 The complaint should be made by email and should include in its content:
- (a) identification of the Business Partner and its registered office;
 - (b) a detailed description and reason for the complaint together with a photograph of the Product being complained about;
 - (c) the name and quantity of the Products complained of;
 - (d) invoice number;
 - (e) the date of delivery and a photograph of the label affixed to the packaging of the Product complained of.
- 8.7 Within 5 Business Days of submitting the Complaint, WM ELTAR will acknowledge acceptance of the Complaint for processing. WM ELTAR may also Inquiry the Business Partner within 5 Business Days of the Complaint to provide additional information to enable the Complaint to be considered.
- 8.8 Within 15 Business Days of receiving complete information regarding the Complaint, WM ELTAR will inform the Business Partner of the acceptance or rejection of the Complaint. In the case of recognition, it will propose a method of solution, e.g. removal of the defect, replacement of the defective Product with a defect-free Product, refund to the Business Partner of the Price of the defective Product and Costs paid by the Business Partner or granting a discount on the Order covered by the Complaint.
- 8.9 The manner in which the Complaint will be fulfilled will be determined jointly by WM ELTAR and the Business Partner. If WM ELTAR and the Business Partner fail to agree on the manner in which the Complaint will be fulfilled within 30 days of the date on which the Business Partner was informed of the recognition of the Complaint, the choice of the manner in which the Complaint will be fulfilled shall depend on WM ELTAR's unilateral decision.
- 8.10 The Products complained of must be sent back to WM ELTAR's address. In the case of PCBs that have already been assembled by the Business Partner in any way, the Business Partner is obliged to send WM ELTAR a report on the disposal of such PCBs.
- 8.11 Submitting a Complaint under the guarantee does not release the Business Partner from the obligation to pay the Price and Costs for the Products covered by the Complaint. Failure to make payment within the required timeframe shall be grounds for rejection of any Complaint by the Business Partner until the amount due is settled.
- 8.12 WM ELTAR is not liable for damage to the extent of the Business Partner's lost profits (*lucrum cessans*).
- 8.13 In the event that an 8D report is requested by the Business Partner, it will be provided to the Business Partner within 30 Business Days from the date of the complaint.

9. COPYRIGHTS

- 9.1 All intellectual and industrial property, including in particular works and invention designs, belonging to WM ELTAR or developed by WM ELTAR in connection with the performance of the Contract shall remain its exclusive property, and the Business Partner shall not be entitled in particular to any copyrights, licences or other rights authorising the Business Partner to use it.
- 9.2 Upon submission of the Inquiry, the Business Partner shall permit WM ELTAR to exercise the dependent copyright in all technical documentation and designs (the "**Works**") referred to in these GTCS, in the following fields of exploitation:
- (a) recording and reproducing in whole or in part, in particular by producing copies by any technique, including printing, reprography, magnetic recording and digital technology;
 - (b) With regard to the circulation of originals or copies on which the Works have been fixed - marketing, lending the original or copies in any form without any limitations, including in terms of quantity, subject matter, time and territory;

- (c) within the scope of dissemination of Works in a manner other than specified in item (b) above - public performance, exhibition, display, reproduction, as well as broadcasting and re-broadcasting, as well as making the Works available to the public in such a manner that everyone may have access to them at a time and place of their own choosing, including in particular through public computer networks;

9.3 The above-mentioned right to allow third parties to exercise derivative copyrights may be transferred by WM ELTAR to other persons cooperating with WM ELTAR in the performance of the Order.

10. FORCE MAJEURE

10.1 WM ELTAR shall not be liable for the non-performance or improper performance of its obligations if (and to the extent that) they result from the effect of Force Majeure on the performance of such obligations, provided that (i) WM ELTAR claiming the circumstance of Force Majeure promptly informs the Business Partner in writing or electronically of the existence of the Force Majeure, giving details and the expected duration of the Force Majeure, and (ii) makes commercially reasonable efforts to remedy and remove the causes of the delay in performance as soon as possible.

10.2 WM ELTAR's obligations to perform obligations made impossible by the Force Majeure shall be suspended for the duration of the Force Majeure.

10.3 WM ELTAR agrees, acting in good faith, to make reasonable efforts to mitigate the effects of the Force Majeure and agrees to cooperate in the development and implementation of a plan of remedial action and reasonable alternatives to remedy the effects of the Force Majeure.

10.4 Upon the removal or cessation of the Force Majeure, WM ELTAR invoking the Force Majeure shall immediately notify the Business Partner of the removal or cessation of the Force Majeure causing the delay in performance or non-performance.

10.5 In the event of Force Majeure for a period exceeding 60 days, either party shall be entitled to withdraw from the Contract with immediate effect.

11. CONFIDENTIALITY

11.1 Each party shall keep the Confidential Information - in whatever form it is recorded - strictly confidential for the duration of this Contract and for 5 years after its termination. This obligation includes the obligations:

- (a) not to disclose or permit the disclosure of any Confidential Information in any form, including orally, in whole or in part, to any third party without the prior written consent of the other party, provided, however, that either party shall be entitled to make the Information available to the persons it uses in the performance of the Contracts, but only to the extent necessary for the proper performance of its obligations under the Contracts;
- (b) to ensure that the Confidential Information is duly protected against loss, theft, destruction, misplacement and access by persons not entitled to know the Confidential Information under this Contract.

11.2 The Parties shall be liable to each other for the performance of the obligations referred to in Art. 11.1, by the persons they use to perform the Contracts.

11.3 Each party shall promptly notify the other party of any disclosure of Confidential Information contrary to the provisions of this Article. 11.

11.4 The obligation to keep Confidential Information strictly confidential does not apply to the Confidential Information which:

- (a) is or becomes available to the public, but otherwise than as a result of a breach of the GTCS;
- (b) must be disclosed in accordance with an obligation under mandatory provisions of generally applicable law, a final court decision or a final decision of a competent public administration authority .

- 11.5 Each party shall ensure that disclosure of Confidential Information pursuant to clause 11.4(b) shall be made only to the extent necessary to satisfy the legal obligation referred to in this clause.
- 11.6 The provisions of this chapter 11 GTCS shall not preclude the parties from concluding separate non-disclosure Contracts. In the case of any discrepancies between the provisions of the chapter of 11 GTCS chapter and the Contract referred to in the preceding sentence, the provisions of this Contract shall prevail.

12. WITHDRAWAL FROM THE CONTRACT

- 12.1 WM ELTAR may withdraw from any Contract without giving the Business Partner any additional period of time if:
- (a) The Business Partner is at least 30 days late in paying the Price or Costs under this Contract;
 - (b) The Business Partner fails to collect the Products from WM ELTAR's premises, in spite of having previously agreed to this method of delivery, for at least 30 days after the agreed date; or
 - (c) liquidation proceedings are opened against the Business Partner.
- 12.2 The declaration of withdrawal from the Contract should be submitted by e-mail to the Business Partner's e-mail address indicated in the Order, or in writing.
- 12.3 The contractual right of withdrawal referred to in Art. 12.1 may be exercised by WM ELTAR within 12 months from the date of the scheduled delivery of the Products to the Business Partner.
- 12.4 In addition, WM ELTAR has the right to withdraw from the terms and conditions of the Contract and to amend (update) the calculation contained in the Offer within 5 days of the occurrence of any of the following cases:
- (a) the Business Partner making a change to the dimensions of the PCB or Panel or the need to change the PCB arrangement on the Panel;
 - (b) a change made by the Business Partner with respect to technology or any other technical parameters specified in Art. 3.2(a) - 3.2(c) GTCS and in the Offer;
 - (c) the discovery of a PCB design defect in the course of the order;
 - (d) an increase of at least 10% in raw material prices.
- 12.5 The products are made to the Business Partner's individual order and therefore the Business Partner is not entitled to withdraw from the Contract.

13. FINAL PROVISIONS

- 13.1 The GTCS shall be amended in accordance with the rules set out in this chapter.
- 13.2 In the event of amendments to the GCS during the term of the Contract, the provisions of the GCS from the time of conclusion of the Contract shall be binding upon the Business Partner (until completion of the Order covered by the Contract). New Orders shall be executed pursuant to the updated OWS provisions.
- 13.3 Both the Business Partner and WM ELTAR undertake to comply with binding ethical principles and business culture.

Annex 1 to GTCS - Permissible quantity of defective PCBs

Defective PCBs appearing on the Panel will be deleted. Unless otherwise agreed, WM ELTAR will apply the following criteria:

Number of PCBs on the Panel	Permissible maximum number of defective PCBs per Panel (x-outs)
2 - 3	1
4 - 5	2
6 - 7	3
8 - 12	4
13 - 20	6
>20	30 % (PCB pieces per Panel)

In addition, it is assumed that the total number of defective PCBs (x-outs) in an Order will not exceed 15% of the total number of PCBs in that Order.