

GENERAL TERMS AND CONDITIONS (GTC) FOR SUPPLY OF GOODS AND SERVICES

1. DEFINITIONS

- 1.1 Definitions. In these Conditions, the following definitions apply:
Conditions: these terms and conditions as amended from time to time in accordance with clause 14.8.
Contract: the contract between KAEFER and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
Customer: the person or firm who purchases the Goods and/or Services from KAEFER.
Deliverables: the deliverables set out in the Order.
Goods: the goods (or any part of them) set out in the Order.
Goods Specification: any specification for the Goods, including any relevant plan(s) or drawing(s), that is/are agreed in writing by the Customer and KAEFER.
KAEFER: KAEFER SA registered in Poland with company number 0000055823.
Order: the Customer's order for the supply of Goods and/or Services, on KAEFER's quotation.
Services: the services, including the Deliverables, supplied by KAEFER to the Customer as set out in the Service Specification below.
Service Specification: the description or specification for the Services provided in writing by KAEFER to the Customer.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
2.2 The Order shall only be deemed to be accepted when KAEFER issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date) and shall continue unless terminated earlier in accordance with clause 12 for the duration specified in the Order. In the event of the duration extending beyond the period specified in the Order, through no fault of KAEFER, the parties shall meet in order to discuss the terms and conditions in the Contract including the price quoted. In the event of the parties failing to meet and/or reaching a mutual satisfactory understanding on the price quoted KAEFER shall have the right to terminate in accordance with clause 12.1 (I).
2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of KAEFER which is not set out in the Contract.
2.4 Any samples, drawings, descriptive matter or advertising issued by KAEFER and any descriptions of the Goods or illustrations or descriptions of the Services contained in KAEFER's catalogues or brochures, if any, are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2.6 Any quotation given by KAEFER shall not constitute an offer, and is only valid for a period of 20 working days from its date of issue.
2.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS/SERVICES

- 3.1 The Goods are described in the Goods Specification.
3.2 KAEFER shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
3.3 If during the performance of the Contract the Goods Specification, Service Specification and/or the Order including the quantities therein is significantly amended / increased, through no fault of KAEFER, the parties shall meet in order to discuss the Conditions of including the price quoted in the Order.
3.4 To the extent that the Goods/Services are to be manufactured/provided in accordance with a Goods/Service Specification supplied by the Customer, the Customer shall indemnify KAEFER against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by KAEFER in connection with any claim made against KAEFER for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with KAEFER's use of the Goods/Service Specification. This clause 3.4 shall survive termination of the Contract.
3.5 KAEFER reserves the right to amend the Goods Specification and / or Services Specification if required by any applicable statutory or regulatory requirements or which do not materially affect the nature or quality of the Goods/Services, and KAEFER shall notify the Customer in any such event.
3.6 KAEFER warrants to the Customer that the Goods/Services will be provided using reasonable care and skill.

4. DELIVERY OF GOODS/SUPPLY OF SERVICES

- 4.1 KAEFER shall ensure that:
(a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and KAEFER reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
(b) if KAEFER requires the Customer to return any packaging material to KAEFER, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as KAEFER shall reasonably request.
4.2 KAEFER shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) in writing at any time after KAEFER notifies the Customer that the Goods are ready.
4.3 KAEFER shall use all reasonable endeavours to meet any performance dates for the Good/Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the delivery of the Goods/performance of the Services. KAEFER shall have no liability for any failure to deliver the Goods/performance of the Services to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide KAEFER with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods/Services or caused by any other acts, omissions and circumstances for which KAEFER is not liable according to these Conditions, the Order, the Contract and/or any applicable law. KAEFER shall be entitled to additional compensation in the event of the supply of Goods/Services taking longer than the Duration stated
4.4 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location. Supply of the Services shall be completed on the Services being transferred to the Customer.
4.5 If KAEFER fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
4.6 If the Customer fails to accept or take delivery of the Goods/Services within 7 working days of KAEFER notifying the Customer that the Goods are ready/Services are completed, then except where such failure or delay is caused by a Force Majeure Event or by KAEFER's failure to comply with its fundamental obligations under the Contract in respect of the Goods/Services:
(a) delivery of the Goods/Services shall be deemed to have been completed at 9.00 am on the 10th working day following the day on which KAEFER notified the Customer that the Goods were ready/Services were completed; and
(b) KAEFER shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
4.7 If 14 working days after KAEFER notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, KAEFER may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
4.8 The Customer shall not be entitled to reject the Goods if KAEFER delivers up to and including 5 per cent more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.
4.9 KAEFER may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY OF GOODS/SERVICES

- 5.1 KAEFER warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods/Services shall:
(a) conform in all material respects with their description and the Goods Specification/Service Specification;
(b) be free from material defects in design, material and workmanship;
(c) be of satisfactory quality; and
(d) be fit for any purpose held out by KAEFER.
5.2 Subject to clause 5.3, if:
(a) the Customer gives notice in writing during the warranty period within 5 working days from the time of discovery that some or all of the Goods/Services do not comply with the warranty set out in clause 5.1;
(b) KAEFER is given a reasonable opportunity of examining such Goods/Services; and
(c) the Customer (if asked to do by KAEFER) returns such Goods to KAEFER's place of business at the Customer's cost,
KAEFER shall, at its option, repair or replace the defective Goods/Services, or refund the price of the defective Goods/Services in full.
5.3 KAEFER shall not be liable for the Goods/Services' failure to comply with the warranty in clause 5.1 if:
(a) the Customer makes any further use of such Goods/Services after giving a notice in accordance with clause 5.2;
(b) the defect arises because the Customer failed to follow KAEFER's verbal or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods/Services or (if there are none) good trade practice;
(c) the defect arises as a result of KAEFER following any drawing, design or Goods Specification supplied by the Customer;
(d) the Customer alters or repairs such Goods/Services without the written consent of KAEFER;
(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
(f) the Goods/Services differ from the Goods Specification/Service Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
5.4 Except as provided in this clause 5, KAEFER shall have no liability to the Customer in respect of the Goods/Services' failure to comply with the warranty set out in clause 5.1.
5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by KAEFER under clause 5.2.

6. TITLE AND RISK

- 6.1 The risk in the Goods/Services shall pass to the Customer on completion of services/delivery. Notwithstanding any other provisions in these Conditions, the Customer shall bear the risk of any and all damage to the Goods/Services caused by any third parties. Any and all repairs made by KAEFER may be subject to additional and/or separate payment(s).
6.2 Title to the Goods shall not pass to the Customer until KAEFER receives payment in full (in cash or cleared funds) for the Goods and any other goods that KAEFER has supplied to the Customer.
6.3 Until title to the Goods has passed to the Customer, the Customer shall:
(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as KAEFER's property;
(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on KAEFER's behalf from the date of delivery;
(d) notify KAEFER immediately if it becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(k); and
(e) give KAEFER such information relating to the Goods as KAEFER may require from time to time.
6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before KAEFER receives payment for the Goods. However, if the Customer resells the Goods before that time:
(a) it does so as principal and not as KAEFER's agent; and
(b) title to the Goods shall pass from KAEFER to the Customer immediately before the time at which resale by the Customer occurs.
6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(l), then, without limiting any other right or remedy KAEFER may have:
(a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
(b) KAEFER may at any time:
(i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall:
(a) ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification/Service Specification are complete and accurate;
(b) co-operate with KAEFER in all matters relating to the Goods/Services jointly with KAEFER (except as expressly provided under the Contract) obtain all licenses, consents, permits, authorisation and approvals required by a competent authority relating to the supply of Goods/Services stated in the Contract in sufficient time. The Customer needs to apply in the name of KAEFER for access to the site.
(c) provide KAEFER, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by KAEFER to provide the Goods/Services;
(d) provide KAEFER with such information and materials as KAEFER may reasonably require to deliver/supply the Goods/Services, and ensure that such information is accurate in all material respects;
(e) prepare the Customer's premises for the delivery/supply of the Goods/Services;
(f) obtain and maintain all necessary licences, permissions and consents which may be required for the Goods/Services before the date on which the Goods are to be delivered/Services are to start;
(g) keep and maintain all materials, equipment, documents and other property of KAEFER (KAEFER Materials) at the Customer's premises in safe custody at its own risk, maintain KAEFER Materials in good condition until returned to KAEFER, and not dispose of or use KAEFER Materials other than in accordance with KAEFER's written instructions or authorisation.
7.2 If KAEFER's performance of any of its obligations in respect of the Goods/Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
(a) KAEFER shall without limiting its other rights or remedies have the right to suspend performance until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays KAEFER's performance of any of its obligations;
(b) KAEFER shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from KAEFER's failure or delay to perform any of its obligations as set out in this clause 7.2; and
(c) the Customer shall reimburse KAEFER on written demand for any costs or losses sustained or incurred by KAEFER arising directly or indirectly from the Customer Default.

8. CHARGES AND PAYMENT

- 8.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in KAEFER's published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods/Services, which shall be paid by the Customer when it pays for the Goods/Services.
8.2 The charges for Services shall be on a time and materials basis:

- (a) unless otherwise agreed, the charges shall be calculated in accordance with KAEFER's standard daily fee rates, as set out in the price offer;
- (b) KAEFER's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from 7.00 am to 4.00 pm worked on working days;
- (c) KAEFER shall be entitled to charge an overtime rate of 200% per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 8.2(b); and
- (d) KAEFER shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom KAEFER engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by KAEFER for the performance of the Services, and for the cost of any materials.
- 8.3 KAEFER reserves the right to:
- (a) increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 6 month period. KAEFER will give the Customer written notice of any such increase 2 months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify KAEFER in writing within 7 days' of the date of KAEFER's notice and KAEFER shall have the right without limiting its other rights or remedies to terminate the Contract by giving 14 days' written notice to the Customer. The Customer shall not be entitled to claim any payments (including damages) caused by the aforementioned termination of Contract; and increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to KAEFER that is due to:
- (i) any factor beyond the control of KAEFER (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
- (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give KAEFER adequate or accurate information or instructions in respect of the Goods.
- 8.4 In respect of Goods, KAEFER shall invoice the Customer on or at any time after completion of delivery. In respect of Services, KAEFER shall invoice the Customer on monthly in arrears.
- 8.5 The Customer shall pay each invoice submitted by KAEFER:
- (a) within 30 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by KAEFER, and time for payment shall be of the essence of the Contract.
- 8.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by KAEFER to the Customer, the Customer shall, on receipt of a valid VAT invoice from KAEFER, pay to KAEFER such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 8.7 If the Customer fails to make any payment due to KAEFER under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above National Bank of Poland's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. Any payments made by Customer shall be credited primarily against interest and subsequently against the main debts.
- 8.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. KAEFER may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by KAEFER to the Customer.
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1 All patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world (Intellectual Property Rights) in or arising out of or in connection with the Services shall be owned by KAEFER.
- 9.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on KAEFER obtaining a written licence from the relevant licensor on such terms as will entitle KAEFER to license such rights to the Customer.
- 9.3 All KAEFER Materials are the exclusive property of KAEFER.
- 10. CONFIDENTIALITY**
- A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract.
- 11. LIMITATION OF LIABILITY**
- 11.1 KAEFER shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 11.2 KAEFER's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 50 % of the price for the Goods and/or Services provided by KAEFER and paid for by the Customer.
- 11.3 This clause 11 shall survive termination of the Contract.
- 12. TERMINATION**
- 12.1 Without limiting its other rights or remedies, especially termination rights under Polish civil code, KAEFER may terminate the Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 5 days after receipt of notice in writing to do so;
- (b) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (c) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company);
- (e) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (f) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (g) the holder of a qualifying charge over the assets of the Customer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(b) to clause 12.1(h) (inclusive);
- (j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- (k) the Customer's financial position deteriorates to such an extent that in KAEFER's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- (l) if the parties cannot mutually agree upon the extension of the duration under the Order/Contract.
- 12.2 Without limiting its other rights or remedies, KAEFER may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 12.3 Without limiting its other rights or remedies, KAEFER may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and KAEFER if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(i), or KAEFER reasonably believes that the Customer is about to become subject to any of them.
- 12.4 On termination of the Contract for any reason:
- (a) the Customer shall immediately pay to KAEFER all of KAEFER's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, KAEFER shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of KAEFER Materials and any Deliverables which have not been fully paid for, if so requested by KAEFER. If the Customer fails to do so, then KAEFER may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of KAEFER as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 13. FORCE MAJEURE**
- 13.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of KAEFER including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of KAEFER or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 13.2 KAEFER shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 13.3 If the Force Majeure Event prevents KAEFER from providing any of the Services and/or Goods for more than 90 days, KAEFER shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
- 14. GENERAL**
- 14.1. Securities**
- In the event of the Customer requesting any securities the terms and limit/amount thereof is subject to KAEFER's approval.
- 14.2. Assignment and other dealings.**
- (a) KAEFER may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without the prior written consent of KAEFER, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 14.3. Notices.**
- Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or fax.
- 14.4. Severance.**
- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- (b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.5. Waiver.**
- A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by KAEFER in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.6. No partnership or agency.**
- Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 14.7. Third parties.**
- A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 14.8. Variation.**
- Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by KAEFER.
- 14.9. Governing law.**
- This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Poland.
- 14.10. Jurisdiction.**
- Each party irrevocably agrees that the courts of Poland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
- 14.11. Anti-Bribery**
- Both parties confirm they will comply with any and all anti-corruption and/or anti-bribery laws and regulations now or from time in force in any jurisdiction which may be applicable to the respective parties to, or the terms or implementation of this contract or any agreement to be entered into pursuant to this contract