

PART I - APPLICABILITY AND INTERPRETATION

These *Special Terms & Conditions (Poland) Heavy Lift / Heavy Transport (Rental) Services – May 2023* ('**Special Terms**') are complementary to and shall be interpreted and construed as complementary to the *General Terms & Conditions (Poland) Heavy Lift / Heavy Transport (Rental) Services – May 2023* ('**General Terms**'). These Special Terms shall form an integral part of the Agreement between Contractor and Company regarding Services and/or Rental Services. Company expressly waives applicability of any other (special) terms and conditions used by and/or referred to by Company in relation to the (Rental) Services. In case of any discrepancy, ambiguity, inconsistency or conflict between these Special Terms and the General Terms, these Special Terms shall take precedence.

PART II – SPECIAL TERMS

<p>Governing law</p> <p><i>General Terms - clause 9.1.1</i></p>	<p>Referenced clause to be replaced entirely by the following wording:</p> <p>'9.1.1 The Agreement will be governed by and construed in accordance with laws of Poland.'</p>
<p>Disputes</p> <p><i>General Terms - clauses 9.2.1 and 9.2.2</i></p>	<p>Referenced clause be replaced entirely by the following wording:</p> <p>'9.2.1 A Party may notify the other Party in writing that a Dispute has arisen. The Parties will, in the first instance, attempt to resolve the Dispute by entering into good faith negotiations. If, within thirty (30) days from the date of notification, the Parties do not reach agreement on the resolution of the dispute, each Party may refer such dispute to arbitration as set out in clause 9.2.2.</p> <p>9.2.2 All disputes arising out of or in connection with the Agreement that are not resolved in accordance via good faith negotiations in accordance with clause 9.2.1 shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat, or legal place, of arbitration shall be Warsaw, Poland.'</p>
<p>Suspension / Termination by Contractor for Cause (Company's default/breach)</p> <p><i>General Terms - clause 6.3.</i></p>	<p>Referenced clause to be replaced entirely by the following wording:</p> <p>6.3.1 If:</p> <p>(a) Company has failed to pay Contractor for the (Rental) Services for a period of fifteen (15) days after the date such payment is due under the Agreement, and/or</p> <p>(b) Company is in breach of any of its other material obligations assumed under the Agreement and it does not cure such breach within thirty (30) days following written notice of such breach from Contractor to Company, and/or</p> <p>(c) the Services or the Project, in whole or substantial part, is stopped for a period of sixty (60) consecutive days through no act or fault of Contractor,</p> <p>then without prejudice to any other rights and remedies that Contractor may have under or pursuant to the Agreement (provided by law), the Contractor may give Company ten (10) days' written notice' ('Suspension Notice') of such breach or default and, in the event such breach, failure or default is not cured within such ten (10) day time period, Contractor may suspend performance under the Agreement.</p> <p>6.3.2 If such breach, failure or default is not cured by Company within twenty (20) days from the date of the Suspension Notice, Contractor may terminate from the Agreement and shall be paid, in each case without duplication: (i) the amounts, fees and costs as specified in clause 6.1 (Termination for Company's convenience) plus (ii) any further losses or damages incurred by Contractor and not expressly waived pursuant to the Agreement.'</p>