

General Terms of Service Ordering

§1. General provisions

1. These General Terms of Service Ordering (hereinafter referred to as the ‘**Terms**’) specify the principles of filing orders, concluding contracts and works performance, by and between **Grupa Kęty S.A.** with its registered office in [City] (hereinafter referred to as the ‘**Ordering Party**’ and companies accepting the order for performance (hereinafter referred to as ‘**Contractor(s)**’).
2. The Terms apply to all contracts foreseeing the performance of any work, construction works, refurbishment, maintenance and design works, unless the Parties decide otherwise in a separate written agreement.
3. Application of other general terms of contract, rules and contract templates binding at the Contractor’s is excluded. Acceptance of an order by the Contractor or commencement of its performance represents an unconditional acceptance of these Terms.
4. The Ordering Party declares that it has the status of a **large company** within the meaning of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions.

§2. Order and Contract Conclusion

1. The basis for the performance of work is a written Order filed by the Ordering Party or a contract signed by both Parties. Orders are filed in writing, either in electronic or paper form.
2. The object of the contract shall be described in the contents of the Order and attachments thereto, including in the request for quotation. If the Contractor’s offer does not comprise the whole scope of the request for quotation, it should be clearly determined in the offer which part has not been included (exclusions). Otherwise, it is deemed that the whole scope of the request for quotation has been included in the offer and covered by the contractual remuneration.
3. The Contractor is obliged to assess the Ordering Party’s request for quotation as well as the documentation forming basis for the RfQ in detail with regard to compliance with the legal regulations and technical standards, technical know-how, adequacy of the proposed completion deadline and compliance of the work with the stated objective of the Ordering Party. If the Contractor does not report any reservations in writing to the Ordering Party before making the offer, it is deemed that the Contractor has verified the aspects and found no defects, errors or technical, legal and performance obstacles.
4. If an Order is filed based on a prior offer of the Contractor, the contract is concluded at the time of receiving the Order by the Contractor. If the Order changes the essential conditions referred to in the Contractor’s offer, the contract is concluded at the time of confirming the Order acceptance by the Contractor. The Contractor shall confirm the Order acceptance within 2 business days of its receipt, unless the Ordering Party requests earlier confirmation. Lack of reservations within the set out time frame represents the Order acceptance on the conditions determined in the Order.
5. If an Order comprises obvious errors and irregularities, the Contractor is obliged to immediately, but not later than within 2 business days, report their comments to the Ordering Party, under the pain of losing the right to refer to the errors in the future.
6. Along with the offer, the Contractor shall submit to the Ordering Party a list of duties which will have to be fulfilled by the Ordering Party within the cooperation under the contract performance (e.g. providing utilities, documents, work site). Otherwise, the Contractor may not refer to the Ordering Party’s failure to cooperate as a reason of delay or faulty work performance.

7. Any amendments to the scope of the Order or the contract must be written, otherwise being null and void.
8. Without incurring any additional costs, the Ordering Party may withdraw from the Order within 3 days of the Order filing with the Contractor, unless the Ordering Party requested immediate performance of the Order.
9. The Ordering Party may withdraw from the Order by time of its performance completion, reimbursing to the Contractor any costs incurred directly in relation to the Order performance.

§3. Order Performance

1. Any works will be performed with due diligence expected with regard to the professional nature of the carried out activities.
2. The Contractor commits to perform the object of the contract in compliance with the legal regulations in force, the technical know-how and the binding technical standards.
3. The Contractor commits to abide by the recommendations and instructions of the Ordering Party. However, in case abiding by the recommendations would result in a breach of law, the technical know-how, or the binding technical standards, the Contractor is obliged to immediately notify the Ordering Party about that and suspend the work performance by the time the situation is clarified.
4. The Contractor is fully and solely liable for the safety of their employees, subcontractors and third parties present at the work site.
5. The Contractor commits to abide by environmental protection regulations and waste management principles binding at the Ordering Party's. Unless the Parties decide otherwise, the Contractor is the waste producer.
6. The Contractor commits to provide equipment needed to perform the work. The Contractor guarantees that the equipment used by them has any required permits and approvals for use, and that the condition of the equipment is fit for safe work performance. Moreover, the Contractor guarantees that the equipment will be used solely by trained operators who possess any permits required by law to operate the equipment. Along with the offer, the Contractor shall submit to the Ordering Party the requirements for utilities needed to operate the equipment.
7. The Contractor further commits to select and purchase materials (understood as any materials, components and equipment) needed for the performance of the contract, unless the Parties decide otherwise. When selecting materials, the Contractor shall be guided by the Ordering Party's requirements, price, efficiency, and reliability of the materials. If the Contractor comes to a conclusion that purchasing materials other than identified by the Ordering Party would be more justified, they shall immediately notify the Ordering Party about it.
8. Immediately after concluding the contract, but not later than within 3 days, the Contractor shall ensure the materials and equipment availability.
9. The Contractor commits to immediately notify the Ordering Party about any hindrances in the contract performance, including about any problems with materials suppliers, performance of duties by the Ordering Party, etc. If the hindrances in the contract performance may result in the contract completion delay, the Ordering Party, after having consulted it with the Contractor, is authorised to change the schedule unilaterally. Such unilaterally changed schedule of work will cover for the need of ensuring normal operation of the Ordering Party's plant as well as the interest of the Contractor.
10. Sharing the information referred to above does not exempt the Contractor from their liability for a delay resulting from the Contractor's default.
11. Detailed principles of performing work at the Ordering Party's plant are specified in Appendix 1.

12. If the work is performed with the use of materials or equipment entrusted by the Ordering Party, the Contractor is fully liable for their loss, damage or destruction, from the time of their release to the time of work acceptance. The Contractor is obliged to account for the materials entrusted in the End-of-Work Acceptance certificate.

§4. Subcontractors

1. The Contractor may entrust the performance of a part of the work or all of it with subcontractors solely upon obtaining **a prior written consent** of the Ordering Party; otherwise it will not be effective. A request for the consent shall identify the scope of the work entrusted and (in reference to construction work) comprise a draft contract with the subcontractor or determination of the contract's financial scope.
2. The Contractor is fully liable for the actions and omissions of their subcontractors (and further subcontractors) as if for their own actions and omissions.
3. As regards construction work, the Ordering Party is entitled to make the payment of remuneration due to the Contractor dependent on submission of evidence of making payment of the remuneration due to the subcontractors (a declaration on the absence of arrears).
4. In the internal relations between the Parties, the sole liability for making payments to subcontractors is vested in the Contractor. If the Ordering Party makes payment directly to a subcontractor (including based on regulations on joint and several liability), the Ordering Party is entitled to claim reimbursement from the Contractor (recourse) of the whole amount paid. The Parties exclude the principle of equal division of the recourse debt. The Ordering Party is entitled to deduct the whole amount paid from the Contractor's remuneration.
5. In case of contracts other than construction work contracts, if the contractor is not paid, the Ordering Party reserves the right to acquire the debt from the subcontractor and deduct it from the Contractor's remuneration. The Parties agree that any limitations with regard to the allowed assignment, as set forth in the contracts between the Contractor and their subcontractor, are ineffective for the Ordering Party.
6. The Contractor commits to include clauses in the contracts with subcontractors which enable assignment of rights under warranty and guarantee directly to the Ordering Party. The Contractor may not refer to a ban on assignment determined in their contract with the subcontractor.

§5. Acceptance

1. The Parties agree that the basic form of work acceptance is End-of-Work Acceptance made after the whole work covered with the contract is completed. End-of-Work Acceptance is to confirm the completion of work in compliance with the contract, as well as the requirements of §3, and to finally hand over to the Ordering Party of the object of contract for use.
2. The Contractor shall report to the Ordering Party their readiness for End-of-Work Acceptance in writing or by e-mail, upon completion of the whole work, cleaning up the site of work as well as drafting as-made plans (if required) and submitting them to the Ordering Party.
3. If the Parties confirm proper performance of all duties by the Contractor, the End-of-Work Acceptance certificate will be drafted in order to confirm the positive result. The certificate forms basis for VAT invoice issue.
4. If major defects are found, a certificate confirming a negative result of the End-of-Work Acceptance will be drafted. Major defects are ones that prevent the use of the object of contract for the intended purpose, non-compliance of the object of contract with technical or functional requirements identified in the Agreement (even if using it is possible), or absence of complete as-made plans. Failure to carry out

End-of-Work Acceptance at the date as specified in the Order or the schedule is equivalent to negative result of acceptance.

5. In case of negative result of the End-of-Work Acceptance, the Parties shall recommence End-of-Work Acceptance as soon as the Contractor has removed defects, however, not later than within 21 days of the date of the first End-of-Work Acceptance procedure. If defects are not removed by that date, the Ordering Party, at their own discretion, may: i. require remedying the defects; ii. remedy the defects at the cost and risk of the Contractor, either on their own or by entrusting the work to a third party without an additional court authorisation (substitute performance), iii. lower the remuneration adequately to the lost value in use or technical value (e.g. if the defect is irreparable, and the Ordering Party decides to accept the work); withdraw from the contract (the right to withdraw from the contract may be enforced within 4 months of the first date of the End-of-Work Acceptance procedure, at the latest). If the Ordering Party decides to avail of the right to lower the remuneration, they issue a positive acceptance certificate with reservations. After the third End-of-Work Acceptance ended with a negative result, the Ordering Party may claim from the Contractor a renegotiation of the terms of the Order, without prejudice to the other rights vested in the Ordering Party.
6. In case of disclosing minor defects, a positive acceptance certificate with reservations will be issued. Minor defects are ones that do not affect the functionality and safety in use, minor aesthetic defects, omissions in documentation which do not affect operation.
7. With regard to positive acceptance certificate with reservations, the Ordering Party shall draft a list of defects and assign deadlines for their remedying. The Ordering Party is authorised to keep a part of the Contractor's remuneration in the value equivalent to the estimated costs of the defects remedying by a third party (security for substitute performance). If defects are not remedied within the set out time frame, the Ordering Party is entitled to lower the Contractor's remuneration for the value of the amount kept.
8. The basis for VAT invoice issue is a positive certificate of End-of-Work Acceptance, as well as positive acceptance certificate with reservations. As refers to minor defects (positive acceptance certificate with reservations), the Contractor shall issue a partial invoice which does not cover for the amount kept. Post the minor defects remedying or availing by the Ordering Party of the right to lower the price, the final invoice will be issued.
9. A positive certificate of End-of-Work Acceptance does not exempt the Contractor from their liability for the defects of the object of contract, unless it has been explicitly stated in the certificate that the Ordering Party accepts the object of contract with the said defects.

§6. Remuneration and Payment Terms

1. The remuneration identified in the Order is a **lump-sum remuneration** (unless the Order explicitly refers to settlement based on a cost estimate) and covers all costs related with the due performance of the object of contract. For items which have not been included in the cost estimate, market rates and prices are applied.
2. Payment will be effected within **30 days** of the date of serving a properly issued VAT invoice (or at another date specified in the Order).
3. A basis for the invoice issue is a positive certificate of End-of-Work Acceptance or certificate of acceptance with reservations (for a partial invoice for minor defects in compliance with §5.8), signed off by an authorised representative of the Ordering Party.

4. Payment will be made solely to the bank account of the Contractor identified in the VAT invoice, providing that the bank account is entered in the White List of VAT payers.
5. The payment date shall be deemed to be the date of debiting the bank account of the Ordering Party.
6. If the Contractor avails of subcontractors in the performance of the work (within the meaning of §4), the Ordering Party is entitled to suspend the remuneration payment by the time the Contractor submits the subcontractors' declarations about the absence of arrears.
7. If the Ordering Party makes payment directly to a subcontractor (based on joint and several liability or on other legal basis), the Ordering Party is entitled to deduct the amount paid from the Contractor's remuneration or claim the amount reimbursement in whole (recourse).
8. The assignment of rights under the contract requires a prior written consent of the Ordering Party, otherwise being ineffective. The provision does not apply to the assignment of amounts due from the Ordering Party to the Contractor in case the Ordering Party fails to make the payment within the specified time frame.

§7. Copyrights

1. The Contractor transfers to the Ordering Party all copyrights and subsidiary copyrights to technical documentation and programming work created as part of the performance of the object of contract (hereinafter collectively referred to as the 'Work'). The transfer of rights shall take place upon signing the certificate of End-of-Work Acceptance for the object of contract without reservations and payment of the full remuneration for the object of contract, or, respectively, upon payment of remuneration for the respective milestones.
2. The provisions of Section 1 do not apply to the use of: a) libraries provided by the manufacturers of the equipment used (e.g. Siemens); b) standard elements or fragments of software which were not created specifically for the Ordering Party; c) Open Source software (e.g. under MIT licence), provided that the terms of licence allow the Ordering Party to use the Work for its intended purpose (including granting of an appropriate licence) and do not violate the rules of confidentiality or do not force the disclosure of the source code of software created specifically for the Ordering Party to other parties (such as GPL licence).
3. The Ordering Party is entitled to use the Work in all fields of exploitation known at the date of the contract conclusion, which comprises in particular the entitlement to: a) record the Work using any technique, in any number of copies, on any media (including magnetic, optical and digital media); b) reproduce the Work using any technique, in any number of copies; c) use the Work for the operation, maintenance and modernisation of the subject of contract; d) use the Work for the purpose of displaying, entering into the memory of a computer and/or server, permanent or temporary reproduction of the whole or part of the Work for the purpose of its displaying, using, storing, and creating backup copies; e) create adaptations of the Work (including translations, elaborations, modifications, changes, improvements, extensions) and using these adaptations in all fields of exploitation listed in this section; f) disclosing the Work without any restrictions to third parties, solely for the purpose of performing service, maintenance or modernisation work; g) modifying the Work without any restrictions.
4. The Contractor guarantees that the Work is original and does not infringe any copyrights, subsidiary copyrights, related rights, database rights, industrial property rights (including patents and trademarks) or other rights or personal rights of third parties.
5. If the subject of the contract is a delivery or creation of software (e.g. for PLC controllers, HMI panels, SCADA systems), together with as-made plans the Contractor shall provide the Ordering Party with complete source codes in an editable and open ('unlocked') version, any necessary access passwords,

licence keys and configuration files for the programming environment.

6. The Contractor undertakes to indemnify the Ordering Party against any claims made against it by third parties in the event that the copyrights or subsidiary copyrights to the Work belong to a third party. In such case, the Contractor shall cover all reasonable costs (including legal fees, costs of litigation and damages) incurred by the Ordering Party in connection with such claims and, at the Ordering Party's request, shall defend the Ordering Party in the dispute in question at its own expense.
7. In the event of partial withdrawal from the contract, the copyrights to the completed part of the Work shall pass to the Ordering Party at the time of settlement and payment of the remuneration for that part of the Work.

§8. Guarantee and Warranty

1. The Contractor grants to the Ordering Party a 36-months' (thirty six months') quality guarantee for the **object of contract**, counting from the date of positive acceptance certificate issued for the object of the contract. If the object of the contract is construction work, the guarantee period lasts 60 days.
2. During the guarantee period, the subject of the contract shall be reliable and capable of operating in accordance with the agreed parameters and functionalities, including those confirmed in certificate of End-of-Work Acceptance. A decrease in the performance or availability of the subject of contract exceeding 10% per month constitutes a major defect within the meaning of the warranty provisions, regardless of whether it is caused by a single defect or a series of unrelated defects.
3. Under the guarantee, the Contractor is obliged to remove a defect free of charge by repairing the subject of contract or replacing defective components. As regards delivered software, the repair shall be carried out by proper modification or implementation a software update that permanently removes the identified irregularity and restores the conformity of the subject of contract with the contract. The above provision applies accordingly if the subject of contract is design work.
4. Defects and failures during the guarantee period shall be notified by the Ordering Party to the Contractor's e-mail address. The Ordering Party may also notify defects in writing.
5. The Contractor is obliged to react to a defect/malfunction notification (i.e. to take diagnostic and investigation measures for the benefit of the Ordering Party) within 8 (eight) working hours from the time of reporting. This reaction may take the form of remote diagnosis or physical presence at the Ordering Party's premises.
6. The Contractor shall remedy defects within 48 working hours of notification, unless the Parties agree in writing on another deadline due to the complexity of the defect or the need to order spare parts.
7. If the damaged component has a design defect or if the component is no longer in production/use, the Contractor shall select and deliver a replacement component with at least equivalent performance, reliability and safety parameters. All costs related to the selection, delivery and installation of the replacement component shall be borne by the Contractor.
8. In the event that the defect results from a design fault (of a system, installation or software), the Contractor shall be obliged to remove the defect by upgrading the work performed free of charge and correcting the technical documentation. In the case of software modifications, the Contractor shall be obliged to provide the Ordering Party with updated source codes (in accordance with the provisions of §7) not later than on the date of confirmation of the defect removal. This provision shall apply accordingly if the replacement of a component requires an update of technical documentation.
9. The Ordering Party may request replacement of defective components (including hardware or software) or modernisation of the object of contract if the repair of components proved ineffective (the defect was

not removed during repair or the component got damaged again after repair) or would require excessive costs or time, or the defect reoccurred after three unsuccessful attempts by the Contractor to remove it.

10. The guarantee granted does not exclude or limit the Ordering Party's rights under the warranty for defects in the object of contract resulting from legal provisions. The Ordering Party is entitled to rights under the warranty from the time of End-of-Work Acceptance procedure commencement or from the time when it was to be performed in accordance with the contract.

§9. Liability and Insurance

1. The Contractor is obliged to take out a civil liability policy covering their business activities, with regard to death or bodily injury caused by their default or without fault, as well as damage to the property of the Ordering Party or third parties, with a sum insured of not less than PLN 5,000,000.00 (say: five million zlotys). The Contractor undertakes to continue this policy on unchanged terms throughout the term of the contract, warranty and guarantee, and to submit to the Ordering Party a certified copy of the current policy, not later than 7 (seven) days before the expiry of the current policy.
2. For failure to meet the deadline for the completion of the object of contract due to the Contractor's default, the Contractor shall pay the Ordering Party a contractual penalty of 0.1% of the Contractor's total net remuneration for each day of delay. Failure to proceed with the End-of-Work Acceptance within the specified time limit or delivery of the object of contract in a condition inconsistent with the contract (negative result of the End-of-Work Acceptance) shall also be considered a delay entitling the Ordering Party to charge contractual penalty. In such case, the contractual penalty shall be calculated from the time when the End-of-Work Acceptance should have taken place or from the date of completion of the End-of-Work Acceptance with a negative result, until the date of obtaining a positive End-of-Work Acceptance certificate.
3. Should the Contractor fail to timely remedy a defect within the warranty or guarantee period, the Contractor shall pay the Ordering Party a contractual penalty of 0.1% of the Contractor's total net remuneration for each day of delay. However, if the defect concerns a specific element or module within the object of contract whose price may be determined, the Parties may agree on a contractual penalty of 0.1% of the net value of that element or module for each day of delay.
4. For any breach of regulations or the Ordering Party's requirements specified in Appendix 1, concerning in particular the principles of environmental protection, occupational health and safety, and internal regulations of the Ordering Party, the Contractor shall pay the Ordering Party a contractual penalty of PLN 300 (say: three hundred zlotys) for each confirmed breach.
5. In the event of withdrawal from the contract by the Ordering Party due to the Contractor's default, the Contractor shall pay the Ordering Party a contractual penalty of 10% of the Contractor's total net remuneration. This contractual penalty shall be payable to the Ordering Party regardless of the possibility of claiming supplementary compensation on general terms, in the event that the reserved penalty does not fully cover the damage suffered by the Ordering Party.
6. Contractual penalties shall be cumulative, with the exception of the contractual penalty for withdrawal from the contract (these penalties shall not be cumulative with other penalties, including penalties for delay). The total limit of contractual penalties charged to the Contractor may not exceed 10% of the Contractor's total net remuneration.
7. The Contractor shall pay the Ordering Party the contractual penalty due within 7 (seven) days of the date of the Ordering Party's written request for payment of the penalty.

8. The Ordering Party shall be entitled to deduct the contractual penalty due to them from any amount due to the Contractor under the contract, after prior informing the Contractor in writing about the intention to make such a deduction and the amount thereof.
9. If the value of the damage suffered by the Ordering Party exceeds the amount of the contractual penalties reserved, the Ordering Party may claim supplementary compensation from the Contractor on the general terms specified in the Civil Code.
10. The Contractor shall be fully liable for the actions or omissions of its subcontractors, subcontractors' employees and any other persons with whose assistance the Contractor performs the object of contract, as for its own actions or omissions.

§10. Confidentiality

1. The Contractor commits to keep secret any information received from the Ordering Party (technical, engineering, commercial information), regardless of the form of the information disclosure.
2. The confidentiality duty is binding during the term of the contract and within 5 years after the contract termination.
3. Disclosure of information to subcontractors is allowed solely in the scope necessary for the performance of work, and providing that they are committed to keep the confidentiality of information on identical principles.

§11. Personal Data Protection

1. The Parties commit to cooperate in the performance of GDPR information duties.
2. The information on personal data processing by the Ordering Party may be found in the information clause available on the Ordering Party's corporate website (Grupa Kęty), at: <https://www.grupakety.com/pl/84,rodo.html>.
3. The Contractor commits to share the above link and to inform all employees and co-workers performing the contract on their behalf about the principles of data processing.

§12. Sanctions, Anti-corruption and Compliance

1. The Contractor is obliged to abide by the regulations which impose economic sanctions, as passed by Poland, European Union, Great Britain, USA, United Nations, or the country in which the Contractor has its registered office or place of business. The commitment also refers to refraining from entering into contractual relations with entities on which sanctions have been imposed based on the aforesaid regulations.
2. Information duty: The Contractor shall be obliged to immediately notify the Ordering Party about:
 - a) the initiation of proceedings against the Contractor, its beneficial owner or any entity in the chain of ownership between the Contractor and the beneficial owner, concerning the imposition of economic sanctions by Poland, the European Union, the United Kingdom, the United States of America or the United Nations;
 - b) the initiation of proceedings against the Contractor, its beneficial owner or any entity in the chain of ownership between the Contractor and the beneficial owner concerning a violation of the provisions imposing economic sanctions adopted by Poland, the European Union, the United Kingdom, the United States of America, the United Nations or the country in which the Ordering Party their registered office or place of business;

- c) the imposition of economic sanctions on the Contractor, its beneficial owner or any entity in the chain of ownership between the Contractor and the beneficial owner by Poland, the European Union, the United Kingdom, the United States of America, the United Nations;
- d) the imposition of penalties on the Contractor, its beneficial owner or any entity in the chain of ownership between the Contractor and the beneficial owner for non-compliance with the regulations imposing economic sanctions, including international sanctions imposed by the country in which the Contractor has its registered office or place of business.

3. The Contractor undertakes that in connection with the performance of the contract they will not offer, promise or give any financial or personal benefits to the Ordering Party's employees or persons acting on the Ordering Party's behalf. The Contractor shall immediately inform the Ordering Party of any attempt to extort a bribe or other corrupt behaviour on the part of the Ordering Party's employees.

4. Definitions:

- a) a beneficial owner is understood to be any physical person having direct or indirect control over the Contractor by way of the rights possessed and resulting from legal or actual circumstances, which enable exerting a decisive influence on the activities or actions undertaken by the Contractor, or any natural person, on behalf of whom the economic relations are established or an ad-hoc transaction is carried out;
- b) sanctions are understood to be any limitations imposed by countries or international organisations resulting in a ban on entering into certain transactions, making financial transfers, importing or exporting, limitation in travelling, or freezing assets.

5. Withdrawal from the contract:

The Ordering Party reserves the right to withdraw from the contract binding the Parties in whole or in part, or to terminate it with immediate effect in the event of:

- a) imposition of economic sanctions on the Contractor, its beneficial owner or any entity in the chain of ownership between the Contractor and the beneficial owner;
- b) imposition of penalties on the Contractor, its beneficial owner or any entity in the chain of ownership between the Contractor and the beneficial owner for non-compliance with the provisions imposing economic sanctions;
- c) initiation of proceedings to impose economic sanctions on the Contractor, its beneficial owner or any entity in the chain of ownership between the Contractor and the beneficial owner;
- d) initiating proceedings concerning non-compliance by the Contractor, its beneficial owner or any entity in the chain of ownership between the Contractor and the beneficial owner with the provisions imposing economic sanctions;
- e) attempts by the Contractor, its beneficial owner or any entity in the chain of ownership between the Contractor and the beneficial owner to circumvent the provisions imposing economic sanctions;
- f) violation by the Contractor of anti-corruption provisions (Section 3 of this paragraph).

A breach of the provisions of this paragraph is treated as a default of the Contractor. A statement on withdrawal from the contract based thereof may be made by the Ordering Party at any time by the time of completing the Order performance.

§13. Final provisions

1. In any matters that have not been regulated herein the respective provisions of the Polish law apply.
2. Disputes shall be resolved by the court having jurisdiction over the registered office of the Ordering Party.
3. Ineffectiveness of any of the provisions shall not affect the effectiveness of the other provisions of these Terms.