

GENERAL SALES TERMS

These general sales and delivery Terms („Terms“) govern the purchase and sale transaction between the Seller and the Buyer. These Terms supersede any inconsistent, provisions of any sale proposal, purchase order or other agreement between the Seller and the Buyer, except as expressly stipulated otherwise by the parties in writing. These Terms shall take precedence over Buyer's terms and conditions, to which notice of objection is hereby given. Buyer is deemed to have accepted these terms and conditions upon submission of an order to Seller:

1. Definitions:

The following words used herein shall have the following meanings unless the context otherwise requires:

„**Intellectual property**“ means intellectual property rights including, without limitation, all patents, registered designs, copyrights, database rights, design rights, semiconductor chips, topography rights, trademarks, service marks, trade secrets, confidential information and rights in unpatented know-how;

„**Price**“ means the price of the Products as specified in the Sales Order Confirmation;

„**Products**“ means the commodity supplied by the Company as specified in the Sales Order Confirmation;

„**the Sales Confirmation**“ means a sales contract or confirmation issued by the Seller and accepted by the Buyer relating to the supply of the Products to the Buyer.

2. Proposals, Orders and Currency:

a) Proposals, quotes and pricing information are not binding on Seller unless accepted by the Seller in writing and send to the Buyer by e-mail.

b) The purchase orders provided by the Buyer which stay in accordance with the previous offer submitted by the Seller are binding to the Seller. All other purchased orders of the Buyer which are not consistent with the previous offer submitted by the Seller, are subject to Seller's acceptance, which will be provided in written form send by the e-mail to Buyer and shall state final price and terms. The provisions of the Sales Confirmation supersede any provision of the purchased order which are inconsistent with the previous Seller's offer and are binding on the Buyer.

c) Prices are exclusive of all duties, costs and taxes, which may be applicable to any transaction and which shall be the sole responsibility of the Buyer. Buyer will indemnify and hold Seller harmless for any liability in connection therewith.

3. Payment:

a) Payment terms are stated in the Sales Confirmation.

b) Payment by bank transfer shall be deemed to be made when credited to Seller's bank account.

c) Buyer is not entitled to any setoff, retention or deduction.

d) The Buyer shall pay to the Seller interest on any amount not paid at maturity, from the due date thereof until its payment in full, both before and after judgement, at the rate of 2% per month, or 24% per year calculated daily and payable on demand. Buyer is liable for all Seller's costs and expenses, including attorney's fees, for collection of overdue accounts and damages arising therefrom, as well as the enforcement of any of Seller's rights and remedies hereunder.

e) If Seller believes Buyer's ability to meet its payment obligations are impaired or threatened, or if Buyer fails to comply with payment terms, Seller may require advance payment, and/or may suspend delivery or cancel any existing order or remaining balance thereof, without prejudice to any of its other rights and recourses. The Seller is entitled to use his rights stipulated in this point in case when the insurance company shall withdraw or decrease the merchant's limit determined for the Buyer or in case Buyer delay in payment of the price for more than 30 days.

4. Security Interest in Products:

a) If any part of the purchase price for the Products is to be paid in instalments or subsequent to delivery of the Products, then Buyer hereby grants to Seller a security interest in the Products, or any proceeds received by Buyer as a result of any resale of the Products, until full payment of the Products has been received by Seller and until Buyer has performed all other obligations owing to Seller.

b) The Buyer authorizes the Seller, and agrees to take all necessary steps and to do all things necessary, to execute and deliver any and all documents that Seller may require for the creation, preservation enforcement and protection of such security interest over the Products. The

Buyer hereby grants to Seller a power of attorney to act as its agent and attorney in fact for the purpose of executing any such documents.

5. Delivery and Title:

a) Products are delivered in accordance with delivery terms provided in the Sales Confirmation.

b) If the transport is arranged by the Buyer delivery will be deemed complete after loading. All risk of loss, destruction and damage to Products will pass to Buyer upon loading of Products to carrier at Seller's facility.

c) Delivery of Products shall not include additional or special packaging.

d) In no case shall carrier of Products be deemed as Seller's agent and Buyer shall fulfill all obligations towards carrier. Buyer shall indemnify, defend and hold Seller harmless for any claim, action, proceeding, charge, damage or expense brought or incurred against Seller by carrier, including attorneys' fees and costs. **This provision does not apply in case the Seller is obliged to deliver the Products to the Buyer.**

e) Buyer shall at its own cost and expense, keep all Products fully insured with one or several solvent and recognized insurers in an amount equal to the full replacement value of the unpaid Products until all sums owing to Seller have been fully paid, with each insurance policy issued naming us as co-insure. In the event of a loss, Buyer undertakes to give instructions to any relevant insurer to pay the insurance proceeds to Seller, but to a maximum amount not exceeding the unpaid balance of the purchase price. **This provision does not apply in case the Seller is obliged to deliver the Products to the Buyer.**

f) In case Seller is obliged to deliver the Products the parties are bound with the dates of the deliver stipulated in the Contract. The Seller is not liable for (i) delays or (ii) failure to perform the deliver due to causes beyond its reasonable control. If due to force majeure, Seller may, at its opinion, extend delivery time or cancel order in whole or in part. Moreover in case of force majeure Seller shall not be liable for any incidental, special or consequential damages or any loss of profit resulting from failure or delay in delivery, even if Seller has been advised as to the possibility of same.

g) If delivery is delayed due to the Buyer, such as Buyer (i) not providing with necessary information or documentation, (ii) not fulfilling payment obligations or (iii) not accepting delivery, Seller may, in its sole discretion, extend date of delivery or cancel order, in which case Buyer will not be released of this obligations and will remain liable for all costs and damages.

6. Inspection and Acceptance

a) Buyer shall perform all inspection or tests no later than fourteen (14) days following delivery, after which time Buyer will be deemed to have irrevocably accepted the Products unless Seller has received notice to the contrary in that time period.

b) The foregoing shall also apply to all data, information and documentation Seller may send to Buyer either with the Products, or from time to time. The term cannot lapse on national holidays, bank holidays and extends on this time.

c) Any discrepancy in quantity of Products ordered and delivered must be reported to Seller immediately upon receipt of the delivery. Discrepancy must be recorded on the delivery document and signed by the driver delivering the goods.

d) The Buyer has fourteen (14) days from the date of issuance of the invoice to submit a quality complaint. After this time, the complaint is unfounded.

e) The seller has thirty (30) days to respond to a legitimate complaint. Lack of response from the Seller is considered as dismissal of the complaint.

7. Limitation of Liability

a) The Products shall conform to specifications, Seller shall have no liability towards Buyer regarding the use and handling of the Products beyond the express terms stated herein.

b) In the event that Products should not conform to the specifications, Buyer shall inform Seller within fourteen (14) days following the delivery of such non – conformity. Seller considers only the complaints which concerns the characteristics of the Products specified in the specification provided by the Seller. Other complaints are groundless. Seller may replace the Products or refund or reduce the price, at its option. Seller's liability for all claims shall never exceed the sum of Buyer's payment for such Products and the foregoing is Buyer's sole and exclusive remedy for all claims with respect to such Products and all other remedies are hereby

excluded, including any potential right of cancellation of Buyer. No warranties are given as they relate to the products, express or implied, by statute or common law, and Seller disclaims all other warranties, including, but not limited to warranties of merchantability, fitness for a particular purpose, non – infringement of third party rights and warranties against latent defects.

c) Seller does not warrant nor guarantee the accuracy of any data or information whether contained in written documentation, such as any pamphlets, proposals, and samples, or in a verbal statement; whether such documentation or statement are of private or public nature, whether emanating from Seller, or a third party, including any manufacturer, distributor or supplier of Products.

d) Buyer shall not in any event be entitled to, and Seller shall not be liable for, indirect, special, incidental or consequential damages of any nature including without limitation, business interruption costs, loss of profit or revenue, loss of data, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers, even if Seller has been advised of the possibility of such damages, Buyer's recovery from Seller for any claim shall not exceed Buyer's purchase price for the Products giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise Seller shall not be liable for and Buyer shall indemnify, defend and hold Seller harmless from any claims based on its compliance with Buyer's specifications or instructions, or modification of any products by parties other than Seller, or use in combination with other Products.

8. Export Control/Use of Products

Buyer shall be responsible to procure and furnish any and all documentation, permit, approvals and/or licenses required to the Products. If same are to be exported outside Poland, Seller makes no representation regarding the transport, import and export of the Products to any other jurisdiction.

9. Product Liability

a) Buyer expressly acknowledges that the nature of Products is known to it, including any potential danger or risk associated with Products. Buyer acknowledges that any information, warnings and notices given with respect to the Products are sufficient to fully understand such danger and risks and undertaken to forward such information upon resale of Products and products into which Products are integrated into. Buyer undertakes to impose the same obligation on its buyers in order to ensure such information is transmitted down the contractual chain.

b) Failure to comply with the above obligation shall entail full and complete liability unto Buyer for all losses and damages that may arise from such failure, whether directly or indirectly, and notwithstanding nature of loss or damage and notwithstanding identity or relations, or lack thereof, with claimant. Buyer shall, defend, indemnify and hold Seller harmless of all claims, actions and legal proceedings that may be introduced against Seller due to such failure, and for all losses and damages that Seller's may suffer as a consequence thereof.

10. Supplier's intellectual Property Rights

a) Buyer hereby expressly acknowledges that Seller is the sole owner of all right, title and interest in and to the documentation related to the Products, and all copyrights, trade secrets, patents, trademarks and any other intellectual or industrial property rights, whether registered or not, connected in any way with the Products.

b) Buyer will not at any time do or cause to be done any act or thing contesting or in any way impairing any part of such right, title and interest or represent in any way that it has any right, title or interest in or to any of the documentation or any intellectual or industrial property rights connected in any way with the Products.

c) Buyer shall not utilize Seller's likeness, image, logo, trademarks or other intellectual properties in any way whatsoever without Seller's express written consent.

11. Confidentiality

Buyer shall keep confidential any information and document that have indicated to be of confidential nature and will not directly or indirectly disclose such to any third party or use it for its own benefit and shall not cause nor permit disclosure thereof in any form without Seller's prior written consent. Buyer agrees to use reasonable care and its best efforts to protect such confidential information.

12. Force Majeure

Seller shall not be liable for delay or failure to perform any of our obligations for unforeseen causes beyond its reasonable control.

13. Non – Waiver

No failure on Seller's part to strictly enforce any of these terms and conditions or any of Seller's rights shall be construed as a waiver of such term, condition or right and Seller's acceptance of an order shall not be deemed an acceptance of any terms and conditions that may be contained therein.

14. Severability

In the event that any provision of these terms and conditions or any part thereof should be held to be invalid, illegal or unenforceable, the remainder of these terms and conditions shall remain valid and enforceable.

15. Applicable law and Jurisdiction

This Sales Confirmation and these terms and conditions are governed by the laws of Republic of Poland applicable therein and shall be construed in accordance with such laws. The Seller and Buyer irrevocably attorn to the exclusive jurisdiction of the competent courts of Republic of Poland sitting in the judicial district of the Seller's head office currently located in Łódź, Poland to the exclusion of any other court of any other jurisdiction for all purposes related to this Sales Confirmation and these terms and conditions or any related agreement. The Buyer elects domicile in the judicial district of the Seller's head office referred to above for the purposes of any legal proceedings arising out of this Sales Confirmation and these terms and conditions.

16. Notices

All notices hereunder must be given to Seller in writing at its head office referred to above for receipt within the time specified herein.

17. Language

The Seller and the Buyer recognize having required that this Sales Confirmation and these terms and conditions be drawn up in the English language.