

General Terms and Conditions of Sale.

1. The following General Terms and Conditions of Sale apply to the Contracts of Sale for export entered into by LUXIONA POLAND S.A. hereinafter referred to as the Seller and the party placing a Purchase Order hereinafter referred to as the Buyer unless the parties specify otherwise herein or in any additional agreement concluded in writing. The General Terms and Conditions of Sale constitute the integral part of the Contracts of Sale entered into by the Seller. Having undersigned the Contract of Sale the Buyer is deemed to have fully accepted these General Terms and Conditions of Sale.

2. The Purchase Order.

The Seller can confirm the Purchase Order within 5 days from the date of receipt by issuing the formal Order Confirmation in two folds i.e. one for each party. The Order Confirmation makes up the Seller's preliminary obligation and readiness to fulfil the terms of the Purchase Order. The Order Confirmation becomes the Contract of Sale when duly undersigned by both parties. The Contract of Sale obliges both parties to fulfil the terms of the Contract of Sale as well as the terms of these General Terms and Conditions of Sale. The terms agreed upon in the Contract of Sale are superior in reference to these General Terms and Conditions of Sale. After having undersigned the Order Confirmation the Buyer has no right to cancel the Purchase Order without a justified reason and the Seller's prior consent in writing. The Seller reserves the right to charge the Buyer with the costs already born by the realisation of the cancelled Purchase Order. All agreements being made upon during the negotiating phase and considering the realisation of the Purchase Order or the subject of the Purchase Order are null and void unless have been made in writing.

3. Price/ Delivery Terms.

Price and delivery terms are to be in accordance with Incoterms 2010 rules unless these regulations contravene the conditions specified in the Contract of Sale.

4. Packing.

The goods are to be packed in adequate, strong cartons and/or pallets corresponding to the kind of delivered goods and to the kind of transport or according to the Buyer's instructions specified in the Purchase Order at the Seller's expense.

5. Marking.

The goods will be marked in accordance with the Buyer's instructions specified in the Purchase Order provided that the required marking does not constitute violation of the law.

6. Shipment/ Delivery.

- a) The date of Bill of Lading/ CIM/ CMR/ International Consignment Note or Postal Receipt Bill shall be accepted as the conclusive date of shipment/ delivery.
- b) Partial shipment and/ or transshipment shall be permitted.
- c) The Seller shall be notified of the name of the vessel at least 10 days before the date of shipment in case of sea transportation.

In case of transportation being organised by the Buyer himself, the Buyer is obliged to collect the goods within 7 days from the date of the Seller's fax/email advice note advising the readiness of goods for the shipment.

7. Late Shipment. In case of a delay in the shipment of Goods the Seller shall not pay any penalties unless it has been explicitly agreed on in the Contract of Sale.

8. Receipt of Goods.

The Buyer is bound to receive the delivery of goods in accordance with the Contract of Sale.

9. Payment.

The payment will be effected in accordance with the terms agreed upon in the Contract of Sale.

10. Claims.

The Seller guarantees for stated output, proper faultless material, reliable functional design, and appropriate and good workmanship in accordance with the standards agreed upon in the Contract of Sale.

Any quality and quantity claims should be submitted to the Seller in writing within 7 days in case of evident faults. The claims must be lodged only on the special claim form being delivered along with the goods.

Should the Seller not present his attitude to a claim within 14 days from the date it has been lodged, the lack of such attitude will be understood as tacit acceptance of the claim. The Seller undertakes to remedy, as soon as possible and at his own expense any defects, which may appear during the guarantee period, and replace the defective parts if necessary. The Seller reserves the right to inspect the claimed goods on site before making the final decision on settling the claim.

The lodgement of a claim does not exempt the Buyer from the obligation to pay on time for the goods purchased.

Force Majeure.

- a) If the shipment is prevented or delayed in whole or in part by occurrences such as prohibition of exportation or other governmental restrictions as well as war, revolution, riot, strike, fire, flood, typhoon, peril or accident of the sea or any other cases of force majeure the Seller shall not be liable for non-shipment or late shipment of the contracted goods. If the delay exceeds six months the Buyer may cancel the contract.
- b) The party claiming force majeure must notify the other party about the commencement and the end of the force majeure circumstances within 24 hours after the condition has arisen. On request of the counter party, proper evidence certificate of accident issued by the competent governmental authorities or by the Chamber of Commerce should be submitted to that party.

11. Arbitration.

The Arbitration Court at the Polish Chamber of Foreign Trade in Warsaw, Poland shall solve any dispute arising from the Contract of Sale according to its rules. The Arbitration Court will decide any dispute resulting from or in connection with the Contract of Sale as well as the question of validity of the Contract of Sale and that the validity of the arbitration clause. The Arbitration Court's award is final and the parties undertake to execute it voluntarily.

12. Other Conditions.

Any amendments or enclosures to the Contract of Sale should be made in written form and explicitly marked with the number of the Contract of Sale. Such amendments/ enclosures will constitute the continuous and integral part of the Contract of Sale.

The Contract of Sale shall be deemed to have been concluded only when duly undersigned by both parties.

13. In case of any claims related to the guaranteed quality, only provisions of Polish law shall be binding. The law of the United Nations Convention on Contracts for the International Sales of Goods, made in Vienna on 11 April 1980 (Dz. U. (Official Journal of Laws) 1997 no. 45 item 286) is excluded.