

**General conditions of sale, the supply of goods and payments in the AMARGO company
Pogodna 10 Mr Piotrkówek M. 05-850 Ożarów Maz.**

1. This General Sales Conditions (hereinafter "OWS"), as general conditions for contracts within the meaning of. 384 CC, are relevant and are an integral part of any contract of sale or delivery of "goods" signed by Szczepan Gorbacz doing business under the name of Szczepan Gorbacz "AMARGO" and "AMARGO Sp. z oo ", Pogodna 10, 05-850 Ożarów Mazowiecki, Piotrkówek Mały (hereinafter referred to as" Supplier "). Any changes or deviations from these OWS will not be valid and binding, except those which have been agreed with the Supplier in writing.
2. For the purposes of this OWS 'Goods' shall mean items (articles) listed in the order with the Supplier or the offer made by the Supplier. The goods are also batches of the contract if the goods are delivered in batches, "Purchaser" shall mean any purchaser of the goods produced (produced) or sold by the Supplier.
3. Entering of the Agreement with the Supplier takes place in one of the following ways:
 - Signed by authorized representatives of Purchaser by "Offer / Order Confirmation" sheet prepared and signed in advance by the person authorized to represent the Supplier;
 - send to the Supplier a written order on the basis and conditions submitted by the Supplier of the offer;
 - Entering of a written agreement setting out in detail the subject of the contract and conditions of the contract.
4. For those remaining in the regular trade relations with the Supplier, the lack of immediate response to the offer of the Supplier shall be deemed to be acceptance of the offer.
5. Any tenders addressed to the Supplier unconfirmed by him in a clear and firm way will not give rise to obligations on Supplier.
6. All invitations to negotiate, and advertising materials suppliers, in particular, brochures and catalogs do not constitute a binding offer within the meaning of the Civil Code.
7. Goods supplied will be considered as complying with the provisions of the Agreement, despite minor differences in weight, color (allowed tolerances), except that the Agreement will be included in the separate provisions.
8. All software, drawings, technical information, etc. calculations provided to the Purchaser by the Supplier remain the property of the Supplier. The supplier is also the owner of all intellectual property rights relating to the goods. Without prior written authorization by the Supplier the software, drawings, technical documentation supplied by the Supplier will not be used for purposes other than installation, commissioning, operation or maintenance of the Goods, will also not be used in any way nor copied, reproduced, transmitted or communicated to third parties without the prior written consent of Supplier.
9. Supplier accede to enforce the contract after its conclusion. Supplier is not obliged to accept the customer order submitted otherwise than specified in point. 3 of OWS. Any changes and additions to the contract are binding on the Supplier only when confirmed in writing.
10. Unless otherwise agreed Goods is received by the Purchaser from the warehouse of the Supplier. At the request of the Purchaser the goods can be delivered at the expense of the Purchaser to the indicated address by courier / road transport. The Purchaser bears the risk of transport.

Transport insurance and other insurance shall be performed only on request and expense of Purchaser.

11. Exchange or return of the goods require the consent of the Supplier, and the risks and associated costs shall be borne by the Purchaser.

12. Since the release of the goods the Purchaser shall bear the full risk associated with the goods.

13. Provided Goods remain the property of Supplier until full payment of the purchase price by the Purchaser. The Purchaser assumes full responsibility for transferred goods in his possession owned by the Supplier.

14. Purchaser shall designate a person authorized to receive the Goods and sign on behalf of the Memorandum of receipt of goods or a document of the GM or the bill of lading. For persons authorized to implement the above steps the parties consider the construction manager, foreman, as well as their deputies, or any other person holding a similar function.

15. The Supplier shall make every effort to comply the agreed delivery date. The Purchaser is not entitled to any claims from the Supplier for late deliveries of less than 14 days. Where the Supplier provides that goods may not be delivered within the stipulated period of delivery, he shall inform in writing the above, the Purchaser and, if possible, indicate the expected date of delivery.

16. Cases of force majeure, including any extraordinary events of which the parties could not avoid and which are not affected, ie, in particular, disputes with workers in the manufacturing plant accidents, riots, weather conditions, activities of public authority, extended waiting period for customs clearance, clearly impossible for the obligations of a Party (production, delivery, issuance or receipt of Goods), results that the parties are entitled to abstain from delivery or receipt of the Goods during the period of these difficulties aggravating the Party in question. In the event of force majeure, the party exposed to its action will not be responsible for causing the failure or improper performance. In the event of force majeure the party exposed to its side effects will also be entitled to terminate the contract without the right to claim compensation by the other party.

17. The purchaser will examine the delivered (received) Goods and within 3 working days from the date of delivery (receipt) shall give notice in writing under pain of nullity to the Supplier of any defect, deficiency in quantity or non-compliance of the delivered goods with the contract, while presenting evidence to that circumstance. In case of violation of cited Purchaser's obligation the Purchaser will not be entitled to any claim against the Supplier of any warranty or guarantee (if it has been granted by the Supplier).

18. Where the Purchaser fails to collect the Goods within the period specified in the contract (understood in accordance with paragraph 3 of OWS) and point. 15, the Supplier is entitled to charge the Purchaser the costs arising from this situation, in particular, the costs of remuneration payable in respect of demurrage.

19. For the actual refusal of the buyers receipt of the Goods supplied by the Supplier, or if the Purchaser fails to collect the Merchandise (where the buyer has committed itself to do the transport), does not relieve the Purchaser from the obligation to pay the price of the Goods. In this situation, the Purchaser can also be charged for storage of the Goods.

20. The Purchaser undertakes to pay the total price specified in the Agreement prior to delivery of the Goods. In the absence of agreement as to the payment and not specified rules of its regulation in the Agreement, it is understood that payment must reach the Supplier within 7 days before the

agreed date of delivery. Violation of these rules entitle the Supplier to cancel the Agreement and put the burden on buyers to pay the costs incurred.

21. Unless otherwise specified in the Agreement, the implementation of supply of the Goods by installments is possible after the full advance payment by the Purchaser for each lot. The Supplier will start production or arrange for delivery of the Goods after the full payment has been made to his account, subject to the point. 20 of OWS.

22. In special cases, upon presentation of credible and irrevocable financial guarantees in the form of bank guarantee, insurance policy, assignment or tripartite agreement with a reliable payer, a Supplier may waive the requirement to receive full payment before delivery. In this case, the amount of prepayment and the date of receipt, and the date of payment in force between any Supplier and the Purchaser is given by the "Offer / Confirmation Order" sheet signed by representatives of the Supplier. The Supplier shall decide whether the considered security provided by the Purchaser is reliable and about his decision shall inform the Purchaser. No provision of security by the Purchaser will entitle the Supplier to terminate the contract.

23. Commodity Price for individual valuations supported by journals offer sent is expressed in Polish zlotys. The basis for calculating rates is the total value of goods included in the Supplier's offer, which is expressed in Euro and which is being converted into gold, according to the given sales rate currency "Euro" in force at the conclusion of the table by buying and selling rates of foreign currencies of the NBP. Goods prices are net prices and will have added the current VAT rate.

24. If the day of the offer by the Supplier or the firm sending the Confirmation Order by the Purchaser to the date of delivery of any consignment expired more than three months, unless the agreement provides otherwise, the Supplier shall have the right to adjust prices to offset higher costs arising from the Supplier, including an increase in labor costs, raw materials, processing, and other relevant factors of production that may arise after the date of conclusion of the Agreement to the date of delivery. In particular, the Supplier has the right to unilaterally change the price by a written statement if:

- the customs duties, tax or other public legal fees will increase
- At least a 3% increase rate of sales compared to Euro given in the offer, and the rate stated on the invoice (if the Euro exchange rate changes on the day of payment to the Supplier);
- the Purchaser will change with the agreement of Supplier the delivery dates specified in the delivery schedule of the tenancy Agreement (contract), so that it will increase transportation costs;
- the Purchaser will request such delivery of the Goods by installments, which timely implementation will force the Purchaser to use larger or smaller number of trucks or wagons than would appear from the Agreement (contract).

25. The Purchaser undertakes to pay the price in the amount of time and to the Supplier's bank account specified in the Agreement. Unless otherwise decided by the date of the payment of money and forward the advance / prepayment is the date on the impact of cash to a bank account providers. In case of failure of financial liabilities within the prescribed period, the Supplier has the right to withhold delivery of the Goods at any time and any costs arising from such circumstances shall be borne by the Purchaser.

26 Where the Purchaser fails to pay within the prescribed period, the Supplier will be entitled to charge and require payment of interest on the purchase price for the period from the due date for payment until the date of its actual impact. Unless otherwise agreed, the laws interest rate is applicable.

27. If the Purchaser remains in default of payment of any outstanding contracts with the Supplier

then the duty of all contracts entered into by the Parties become immediately due and the Supplier has the right to require the payment of claims arising from all invoices. In this case, the Supplier will also have the right to:

- To require the Purchaser to provide additional security or guarantees the obligations of the Purchaser,
- To refrain from performing its obligations under the Agreement until receipt of full payment,
- put claims for compensation in the full amount of damage suffered by the lack of payment by the Purchaser.

28. Unless otherwise agreed in writing, the Purchaser shall ensure that, in his / her possession and under the control of Goods to which the Supplier has the right to property shall be stored separately in a way that at any time, their identification and appropriate protection by the Purchaser.

29. The Purchaser shall promptly and duly notify the Supplier in writing of any action or claim of its customers or third parties which may lead to an infringement of property rights to the Supplier of Goods, which are owned and controlled by the Purchaser. The Purchaser should make sure that they will be carefully taken all necessary or required measures to protect the rights of Supplier of those Goods and bear the costs of such measures.

30. The Supplier undertakes to supply goods free from physical defects, subject to the point. 7 and 17 of OWS.

31. For the preparation and submission of any calculations, statements or recommendations, or the provisions on aid of the Supplier or his representatives to Purchaser or his representatives, or customers, related to the use, installation, operation, maintenance or other use of the Goods, which require the purchaser or as required by the Agreement or in any way, such a calculation will be carried out or enforced only on the basis of data and information submitted and delivered by the Purchaser, his agents or clients, depending on the particular case. The Supplier will have no obligation to investigate, check, or verify the accuracy and reliability of any data or information provided by the Purchaser or its agents, or suppliers. Except for intentional wrong actions or negligence of the large by the Supplier, the Supplier will not incur any liability for the services described in this section of OWS.

32. If the Goods are not manufactured by the Supplier the Parties exclude the guarantee and pledge and the Supplier shall not bear any responsibility for the guarantee or warranty in respect of such Goods.

33. In the event that the liability of the Supplier of warranty, in particular, provided that the Purchaser has fulfilled the obligation of notification of defects, the Supplier after finding the physical defect shall at his own expense and at his sole option, (i) replace the goods without charging an additional fee of the Purchaser (excluding the internal costs of delivery), or (ii) repair the goods without charging the Purchaser (excluding the internal costs of delivery), or (iii) pay the Purchaser the amount paid for the Goods. These benefits will only provide benefits payable to the Supplier and the Purchaser in respect of physical defects of the Goods.

34. If not agreed between the parties in writing otherwise, the Purchaser has no right to seek compensation for damages for delay not longer than 14 days in the delivery of any goods. In case of delays in the delivery of more than 14 days the Purchaser will be entitled to claim liquidated damages of 0.2% of the value of Goods for each day of delay, however a total of not more than 10% of the value of the Goods.

35. The Supplier has the right to rescind the contract after paying a 5% Goods. The eligibility of the Purchaser to withdraw from the contract is excluded.
36. The Supplier's total liability for damages is limited to actual loss of the Purchaser and can not exceed in any case, the prices of the Goods.
37. If the Purchaser is granted a written guarantee on the terms set out in the terms in signed by the Supplier warranty, the Purchaser will lose rights under this warranty if:
- The Supplier's Representative is not allowed to test for leakage, pressure or a load of technical installation (which used Goods) or part thereof,
 - the Purchaser will repair the installation without an agreement with the Supplier,
 - the Purchaser fails to make notification of defects in Goods in writing within the period specified in section 17 of OWS.
38. Unless otherwise agreed the place of performance of all services, obligations under this Agreement or in connection with it will be a place of business of the Supplier.
39. If the Agreement (contract offer) will be drawn up in Polish and in the next version in the English language, the Polish language version will be treated as a parent in the event of disputes or discrepancies.
40. The agreement will be governed by and construed in accordance with Polish law.
41. In matters not covered by these Terms, the relevant provisions of the Polish Civil Code and other laws of general have their application.
42. Any disputes arising in connection with the implementation of the Agreement will be submitted to the court with jurisdiction to decide the place of business of the Supplier.
43. The Parties undertake to keep confidential any information concerning the Parties obtained during the performance of these Conditions or any other source.
44. The Parties in accordance agree that notices intended for the Supplier will be served at the address indicated on the invoice, and notices intended for the Purchaser will be delivered at the address, where was sent the offer of the Supplier or the Purchaser's address arising from the relevant register (KRS, records of business).
45. The Purchaser agrees that by an order by fax will not raise that fact to challenge the validity of the Agreement (contract). The Purchaser undertakes to immediately send the original signed contract to the Supplier (or a sheet, "Offer / Order Confirmation").
46. Before switching ownership of the Goods to the Purchaser it is prohibited to use the commissioning of the Goods to third parties without the prior written consent of the Supplier. If the goods supplied by the Supplier will be mixed, processed or combined with other goods, then a reservation of ownership also extends to those goods, in such a way that the participation of the Supplier in the ownership of newly created things corresponds to a share of the value of total goods of the Supplier.
47. The Purchaser of the Goods when signing documents related to the same issue confirms that he was familiar with the characteristics of the goods and the principles of storage and use.
48. The Purchaser is not entitled to withhold payment or to withhold their duties in relation to the Supplier, unless the Supplier has given his written consent.
49. The Supplier shall not be liable for damages resulting from use of goods supplied by the

Purchaser, and for the suitability of goods for the purpose provided by the Purchaser. Adoption of such liability requires a separate statement of the Supplier.