

**GENERAL TERMS AND CONDITIONS OF SALE
of commercial goods
of the CIECH GROUP**

I. DEFINITIONS

1. "GTCS"- shall mean these General Terms and Conditions of Sale.
2. "Goods" - shall mean goods manufactured or resold by the Seller, based on its current commercial offer, whose sale and delivery constitutes an object of the Buyer's Order.
3. "Seller", "Seller" - shall mean Ciech Sarzyna S.A.
4. "Buyer" or "the Buying Party" - shall mean any domestic or foreign entity (a legal person or a natural person) who purchases Goods from the Seller.
5. "Party", "Parties"- shall mean the Seller, the Buyer or both of those parties together
6. "Order" - shall mean a statement submitted on behalf of the Buyer, addressed to the Seller by an authorized person, expressing the will of entry into the sale agreement.
7. The CIECH Group - shall mean the companies forming a part of the CIECH S.A. capital group, as defined by the provisions of the Law on Competition and Consumers.

II. GENERAL PROVISIONS

1. These General Terms and Conditions of Sale specify the rules of conclusion of sale agreements, as well as rights and obligations of the Parties to any sale agreements concerning the Seller's Goods and shall form an integral part of the sale agreement upon the confirmation by the Seller of the Buyer's Order.
2. Any amendments, additional arrangements, deviations from GTCS, suspensions of terms and conditions shall require a written form, under a pain of nullity and must be accepted by both parties.

III. INFORMATION ABOUT THE GOODS AND PRICES

1. Any technical information concerning the Goods from the commercial offer of the Seller, deriving from catalogues, prospects and other advertising materials constitutes indicative data and applies only to the extent in which it is accepted by the Parties to the sale agreement.
2. The Seller shall be obliged to deliver the Goods according to the contents of the confirmed Order and shall not be liable for their subsequent use in contradiction with their purpose.
3. The sale of the Goods shall take place according to the price list updated by the Seller, binding as of the date of submission of the Order or accepted by both parties to the offer.
4. All quoted prices are net prices and they are exclusive of VAT.
5. If the prices are quoted in a currency which is foreign to the currency binding in the country of the Seller (PLN, RON, EUR), and the payment is to take place in the currency of the country of the Seller, then the Buyer shall be obliged to pay its equivalent in Polish zloty [RON, EUR], calculated according to the average exchange rate of the central bank having jurisdiction over the registered office of the Seller, announced on the date preceding the issue of an invoice or the payment of the net value in the foreign currency, plus VAT in Polish zloty [RON EUR], calculated according to the average exchange rate of the central bank having jurisdiction over the registered office of the Seller, announced on the date preceding the issue of an invoice.
6. Discounts, rebates, bonuses, etc. granted by the Seller shall require, under a pain of nullity, written individual arrangements and shall apply only to a given Order or a period of time for which certain terms and conditions are determined.

IV. CONCLUSION OF THE SAME AGREEMENT

1. The condition for the conclusion of the sale agreement shall be the submission of the Order by the Buyer by means of: a registered letter, telephone, fax, electronic mail, provided that Orders submitted by telephone shall be confirmed by the Buyer not later than on the following working day by means of electronic mail or fax.
2. Correspondence regarding Orders may be conducted via fax or electronic mail (e-mail).
3. The Buyer, before the submission of the first Order, should provide the Seller with the following identification data: address of the registered office, tax identification numbers (e.g. NIP), statistical number (e.g. REGON), name and number in the register in which the Buyer is registered, as well as other data required according to the binding provisions of law.
4. The Order must contain the following information:
 - a. details of the Buyer, his address and an exact address of delivery; in the event that the address of delivery is different than the address of the Buyer, in addition the first name and last name, as well as the telephone number of the person authorized for contact with the Seller for the purpose of Order execution should be provided,
 - b. detailed information about the ordered Goods (with regard to the quality, quantity, packaging, conditions of delivery, etc.)The Seller shall not bear any liability for errors in the Orders.
5. The submission of the Orders shall not be binding for the Seller, and no reply on the part of the Seller may not be treated as silent acceptance of the Order.
6. The sale agreement shall be concluded at the time of confirmation by the Seller of the Buyer's Order, subject to the terms and conditions specified in the confirmation of the Order. In the event that the terms and conditions specified in the confirmation of the Order significantly depart from the text of the Order, the conclusion of the sale agreement shall take place upon the confirmation of the new terms and conditions by the Buyer.
7. Any attestation, certificates, declarations of conformity or other documents confirming the quality of the Goods shall be attached to the delivered Goods. The Seller shall bear responsibility for ensuring that the attached documents confirming the quality concern the actually-delivered Goods. Attachment shall mean the attachment of the documents to the Goods or transfer thereof to the Buyer in another way, or making them available in another form (e.g. on the website of the Seller).
8. Deliveries may be effected with a tolerance of +/- 10% of the agreed quantity of the Goods and shall be treated as proper fulfilment of the terms and conditions of sale agreement, and the the Buyer undertakes to collect the Goods.

V. TERMS AND CONDITIONS AND DATES OF DELIVERIES

1. The Goods which form an object of the sale agreement may be released only to the Buyer or to a representative of the Buyer holding a written authorization to collect the goods, issued by a person authorized to represent the Buyer, including a company stamp.
2. The commercial Goods shall be sent in packages previously agreed-upon between the Parties.
3. If the Goods are delivered in returnable packaging, the Buyer shall be obliged to return the packaging within a time limit specified on the invoice / confirmation of the Order / the agreement. In the event that there is no return within this time limit, the Seller shall issue a VAT invoice to the Buyer for the equivalent of such packaging or the value agreed upon by means of separate arrangements.
4. Sale shall be effected on the basis of INCOTERMS 2010.

5. In the event that the Buyer provides its own means of transport, the Buyer shall guarantee the cleanliness of such means of transport and/or of the packaging as well as the technical condition consistent with the standards regulating transport of goods forming an object of the Order, and the Seller shall be released from any liability for damages constituting a consequence of a failure to meet the above conditions. The Seller reserves the right to refuse to hand over the Goods in the event of determining an incorrect condition of the means of transport.

VI. TERMS OF PAYMENT

1. The Buyer authorizes the Seller to issue VAT invoices without his signature. The Parties confirm that they are active payers of VAT.
2. Invoices shall be sent to the Buyer immediately after the shipment of the Goods, unless it is agreed otherwise.
3. The Buyer shall be obliged to pay for the sold Goods at the time indicated in the confirmation of the Order or indicated in the invoice.
4. The payment date shall be deemed to be the date of crediting the amount due, as specified in the invoice or proforma invoice, in the account of the Seller. In the event that the payment for the Goods takes place before the collection thereof, such payment shall constitute prepayment which, upon the collection of the Goods, shall be credited towards the purchase price.
5. The Seller reserves the ownership title to the Goods until the time of payment for the Goods constituting the object of a given Order. The Seller also reserves the ownership title to the Goods until the time of payment by the Buyer of other amounts due to the Seller.
6. If the Buyer delays with the payment of any amounts due to the Seller in connection with the commercial relations between the Parties, the Seller may condition the execution of further deliveries from the payment of overdue amounts within an additional time limit set by the Seller. Upon an ineffective lapse of such deadline, the Seller shall be entitled to terminate the sale agreement with an immediate effect. In the above situation, all liabilities of the Buyer towards the Seller shall become immediately payable, as of the date of termination of the sale agreement.
7. In the event of a delay in payment, the Seller shall be entitled to charge the Buyer with any costs incurred by it, in particular in connection with the use of an insurance and collection companies, and additionally with statutory interest for each day of delay.

VII. CLAIMS PROCEDURE

1. The Seller guarantees the quality of the sold Goods, according to the issued quality certificate. The Buyer shall be obliged to, immediately and as far as possible, examine the quality and quantity of the received Goods.
2. The Seller shall not be liable for any improper use of Goods by the Buyer.
3. The Buyer shall be obliged to submit any claims concerning the quantity of the Goods to the Seller not later than within 3 working days of the date of receipt of the Goods, confirming the same with a relevant document (e.g. minutes drawn-up with the participation of the carrier). The Seller shall notify the Buyer of the way of settlement of the claim not later than within 21 working days of the date of receipt thereof.
4. The Buyer shall be obliged to submit a claim concerning the quality of the Goods in writing, immediately after identification thereof, not later than within 30 days of the date of receipt of the Goods, confirming the same by the relevant document. The Seller shall notify the Buyer of the way of settlement of the quality claim not later than within 21 days of the date of receipt thereof.
5. In the event of submission of a quality claim, the Buyer shall be obliged to secure the claimed Goods and leave them at the disposal of the Seller for a period of at least 30 working days, counting from

the date of receipt by the Seller of the claim, and enable a representative of the Seller to inspect the Goods and collect their samples.

6. The basis for the consideration of the quality claim shall be the binding standards, approvals, conditions specified in the agreement and possibly an analysis performed by an independent laboratory. It shall be permitted to extend the deadline for consideration of the quality claim and inform about the outcome of the claim in the situation where consideration of the claim requires the performance of additional research or using the services of specialized external entities (e.g. laboratories).
7. The fact of submission of the claim shall not give a right to the Buyer to suspend payments for the delivered Goods.

VIII. ADDITIONAL PROVISIONS

1. In the event of occurrence of Force Majeure, the Seller reserves the right to change the previously-confirmed delivery dates and Order execution, as well as a possibility of termination of the sale agreement with regard to the batch of goods which it has accepted for delivery.
2. Force Majeure shall be deemed to mean all events which may not be foreseen or prevented at the time of conclusion of the Agreement and which are beyond control of either Party, in particular: war, internal riots, flood, fire, earthquake and other natural disasters, governmental restrictions or orders or other acts of the state administration authority or self-governmental authority, general and trade strikes, emergency breakdowns.
3. The Party which is unable to fulfil its obligations due to the occurrence of Force Majeure shall be obliged to immediately notify the other Party of that fact, not later than within 7 days of the occurrence of such event, and present reliable evidence to prove the same.
4. In the event that Force Majeure persists for more than 30 days, the Parties shall endeavour in good faith to find a solution satisfactory for the interests of both Parties.
5. The Seller may change the previously-confirmed deadlines of deliveries and execution of the Orders also due to reasons other than Force Majeure, in particular in the event of obstacles of a logistic nature or resulting from limitation of the production capacity of its suppliers; in such case, it shall be obliged to immediately, not later than within 7 working days of the occurrence of the above obstacles, notify the Buyer thereof, specifying a new delivery date.

IX. LIABILITY

1. The liability of the Seller under the warranty shall be excluded in full.
2. The Seller shall be liable only for direct damages. The liability of the Seller for indirect damages and lost benefits shall be excluded.
3. Total liability of the Seller towards the Buyer, regardless of the grounds for the occurrence thereof, as permitted within the limits of the binding law, shall be limited to the value of delivered Goods.

X. CONFIDENTIALITY

The parties undertake to treat as strictly confidential all the terms and conditions of the Agreement, as well as all information mutually received from each other or otherwise in connection with the Agreement, and in particular any organizational, commercial and technical information concerning the Seller and the Buyer which is not publicly disclosed, and to use the same only for the purpose of execution of the Agreement, with an exception of a possibility of transfer of such information without any limitations by the Seller to other entities forming a part

of the CIECH Group. In particular, the Buyer undertakes to treat as confidential the information concerning the volume of commercial exchange, prices, discounts, payment dates, products specifications, arrangements, technological data used by the Seller.

XI. FINAL PROVISIONS

1. A transfer of rights under the sale agreement concluded by the Buyer or under the submitted Order shall be permitted at a prior express written consent of the Seller.
2. In the event of legal ineffectiveness of certain provisions of GTCS, including in consequence of an introduction of other legal regulations, the other provisions shall remain valid. According to the text of this solvency clause, if some provisions of GTCS are considered to be invalid, the Parties to the sale agreement undertake to commence negotiations whose purpose is supplementation of GTCS in that part.
3. In all matters not governed by the these GTCS, the provisions of the Civil Code and other provisions of the Polish national law shall apply.
4. Any disputes arising between the Parties shall be first settled amicably between the Parties. In the event that no amicable solution is reached by the Parties, they shall be considered by a court having jurisdiction for the registered office of the Seller, subject to point 7.
5. The law governing the agreement shall be the domestic law binding in the country where the registered office of the Seller is located. The application of the UN Convention on International Sale of Goods of 11 April 1980 (“the Vienna Convention”) shall be excluded.
6. If the registered office of the Buyer is located outside the country of the registered office of the Seller, any disputes arising between the Parties shall be first settled in an amicable manner. In the event that the Parties fail to settle amicably settle a dispute within 30 working days, the Parties shall subject themselves [*in the event that the Seller is a Polish company*] to an Arbitration Court at the National Chamber of Commerce in Warsaw, according to the regulations of that court.