

GENERAL TERMS & CONDITIONS OF SALES AND DELIVERY OF SINOGRAF SA

1. Applicability

The General Terms and Conditions of Sales and Delivery, hereinafter referred to as the GTC, shall provide for rules for selling to and making contracts for the sale of goods offered by Sinograf SA only with economic entities - entrepreneurs. The provisions of the GTC shall apply to those issues with respect to which the Purchaser and the Seller have not concluded any other detailed contracts or agreements in writing. If upon receiving the GTC the Purchaser fails to make its written proposals to regulate those issues within reasonable time, the Purchaser shall be deemed to approve those terms and conditions. The invalidity of particular provisions of the GTC shall not affect the validity of the remaining ones.

2. Conclusion of Sale Contract

The sale contract shall be concluded on the basis of the Purchaser's order and the Seller's order confirmation. This confirmation may be made in writing and orally and by e-mail. The contract conclusion place shall be the place of handing over the goods.

3. Order Placement

The orders may be placed in writing, verbally or by e-mail. The orders shall be made on the basis of the Seller's offers and shall be deemed to be the confirmation of the acceptance of the price and technical terms and conditions at the date of the order. The Purchaser shall have the right to cancel the order but not later than the date of its completion, i.e. until the date of shipping the goods to the customer. The placement of the order by the Purchaser shall not be binding upon the Seller and the lack of the Purchaser's response shall not be considered as the tacit acceptance of the order.

4. Order Completion Period

The order completion period shall be a period necessary to prepare the goods and documentation and to leave them on the Seller's delivery ramp at the Seller's disposal. If the order refers to the goods available directly from the stock, the order shall be completed within two (2) business days. In case of the custom-made goods with a long order completion period, the Seller shall confirm its acceptance for completion in writing and set an expected delivery date, otherwise the order shall not be deemed to be confirmed and completed. The order completion period shall not include the period necessary to ship the goods to the Purchaser.

5. Place of Selling Goods

The place of selling the goods shall be the Seller's delivery ramp. Upon selling the goods, the ownership title and all risks to the goods shall be transferred to the Purchaser. If the Purchaser has ordered the goods with delivery, the shipment and other logistic services shall be conducted upon its request.

6. Shipment and Delivery

If the Purchaser fails to collect the goods by its own means of transport, the goods shall be shipped upon the Purchaser's request, including, where applicable, the shipment cost is refunded and is not included in the sale invoice. The Purchaser shall have the right to have the goods shipped to any of its warehouses and to any address of a national and of a foreign customer. The goods shall be shipped from one (1) to two (2) business days for national orders and up to four (4) business days for intra-Community orders provided that the order is placed until 12:00 p.m. on the previous day.

7. Quality and Quantity Acceptance

The quantity acceptance of the goods shall be conducted upon selling and loading the goods. If the goods are shipped by an independent carrier, the goods shall be accepted at the time of handing over the goods to the Purchaser or to its representative. The Purchaser shall conduct the quality acceptance upon receipt of the goods but not later than within seven (7) days. This provision shall not apply to any hidden defects that may be reported within the entire warranty period.

8. Quality Identification

The goods quality shall be defined on the basis of technical sheets made available by the Seller together with the detailed description of technical properties and parameters. In particular cases, i.e. the goods made on the Purchaser's special order, they may also be technical properties and conditions required by the Purchaser, alternatively any appropriate national and foreign standards concerning those goods.

9. Right to Return Goods

The Purchaser shall have the right to return the goods, if any unforeseeable circumstances occur and its order does not result from the Purchaser's reckless activity. The goods may be returned within the warranty period, if the goods are in intact packaging with original labels. The goods may not be returned, if the goods have been delivered on the special order and they are inconsistent with the Seller's general standards.

10. Batch Number

The goods delivered by the Seller shall be marked as to their type, batch, quantity and size, if any. The labelled batch numbers shall be consistent with the numbers as set forth in documentation, otherwise the complaint needs to be made. The batch number compliance shall ensure the technical parameters of the goods and, consequently, its quality.

11. Quality Certificate

If the Purchaser requires the confirmation of technical parameters, the Seller may issue a quality certificate for the goods that undergo an additional parameter control. This document shall be a certificate based on the 3.1-type acceptance control according to the standard EN 10204. The certs issued on the basis of laboratory research reports made for a specific goods batch or of certs issued by independent control institutions.

12. Health Quality Certificates

For industrial materials that come into contact with food, including pharmaceuticals and cosmetics, there may be required health quality certificates EC 10/2011. If the Seller's goods are certified to this extent, the Seller shall draw up a document on the basis of research conducted by an authorised laboratory and this document shall prove that the product applied according to its intended purpose shall not be harmful to human health.

13. Sale Prices

The Seller's prices shall be net EXW prices, excluding VAT, costs of shipment to the customer, and packing costs. The prices fixed in the order shall be valid regardless of the delivery date, and any and all risks of changes to exchange rates, fees and taxes shall be assumed by the Seller.

14. Payment for Goods

The payment shall be made at the Seller's registered office. The Purchaser shall pay in a timely manner according to the deadline as set forth in the invoice. Should that not be the case, the Seller shall have the right to withhold the deliveries and, consequently, the Purchaser shall not be entitled to compensation for any delays in or failure to complete the order. The filing of the complaint shall not entitle the Purchaser to withhold the payment or to make any deductions. The payment date shall be a day on which the Seller's bank account is credited with the amount.

15. Warranty

The Seller ensures that the delivered goods shall be in compliance with the technical requirements as set forth in the order and shall be free of any quality defects. In this respect, the Seller shall give a warranty for the goods for one (1) year from the sale date. This warranty may be extended up to five (5) years following the conclusion of a detailed contract providing for any terms and scope of the warranty. Under this warranty the Purchaser may only claim, at the Seller's discretion, the product that is defective or inconsistent with the aforesaid requirements to be replaced or repaired or its price to be reduced respectively.

16. Force Majeure

The Seller shall not be held liable for any infringement of its obligations hereunder, if such infringement is exclusively caused by the Force Majeure. The Force Majeure shall be deemed to be an event or a combination of events or circumstances that are beyond the Seller's control and that substantially obstruct or prevent the Seller from performing its obligations under the contract and then might not be predicted, prevented or overcome by the Seller with due diligence.

17. Proper Use of Goods

The delivered goods shall be designed for the use in the industry by professional users. The delivered goods shall be properly stored and shall require the relevant knowledge about their proper use. The Purchaser shall assume any risk due to the incorrect store or use of the goods.

18. Safety Reasons

The Purchaser shall apply the proper safety standards and instructions received in connection with the purchase of the goods. Those instructions shall be used to acquaint technical services and personnel supervising the user with a way of using the goods in a safe manner. The instructions and the remaining documentation shall be read and shall always apply to the transport, storage, use and any other possible impact of those materials on human health and the environment.

19. Assignment and Factoring

The provisions of the GTC shall not restrict the Purchaser and the Seller in any way with respect to the freedom to make contracts and assign the rights to other entities, including companies providing factoring services.

20. Trademarks and Patents

The Purchaser shall comply with the copyrights and intellectual property rights. Any and all trademarks, logos and utility models made available as part of the sale of the goods by the Seller shall not be used for any purposes without the Seller's written authorisation.

21. Law Observance

The Seller warrants and represents that it shall comply with any and all laws, EU directives, administrative rules and regulations and other requirements and local orders concerning the production, labour, and occupational health and safety concerning the delivered goods.

22. Resolution of Disputes

Any disputes arising from the sale contract or in connection with its performance shall be resolved amicably through negotiation conducted by the Parties. If the dispute may not be resolved amicably, it shall be settled by a competent court with jurisdiction over the Seller's registered office or by an independent Arbitration Commission approved by the parties to the dispute.

23. Applicable Law

The GTC shall be governed by Polish law. Any matters not regulated herein shall be governed by the provisions of the Polish Civil Code. The United Nations Convention on Contracts for the International Sale of Goods made in Vienna on 11 April 1980 shall not apply to any offer, confirmation or contract. In case of any doubt as to the application of the commercial clauses, INCOTERMS 2010 shall apply. This GTC has been made in duplicate in Polish and English. In case of any discrepancies between the Polish and English versions, the Polish version shall prevail.

24. Confidentiality

The Purchaser shall keep in confidence all the documentation on the purchase of the goods from the Seller. Any and all technical data, specifications, elaborations, user's manuals, drawings and other similar information and data considered by the Seller as legally reserved or as business secret shall be kept in confidence. This information shall be disclosed only on a need-to-know basis and only in the Seller's organisation or before an authorised control authority.

25. Amendments and Termination

The Purchaser shall have the right to terminate the GTC at any time, in whole or in part, and replace them with its own amendments or provisions. However, this termination of or the amendment to the GTC shall not release the Purchaser or the Seller from any previously assumed obligations concerning the contract for the sale of the goods.