

GENERAL TERMS AND CONDITIONS OF SALE
(sole traders and firms)

LEDIKO Walendowski i Wilanowski Spółka Jawna
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1. GENERAL PROVISIONS

1.1 These General Terms and Conditions of Sale of LEDIKO Walendowski i Wilanowski Spółka Jawna ("Terms and Conditions of Sale") are binding for and constitute an integral part of all price offers and offers submitted by LEDIKO Walendowski i Wilanowski Spółka Jawna ("LEDIKO") as well as of confirmations and approvals by LEDIKO of all orders of Purchasers and other agreements ("Agreements") concerning sale by LEDIKO and purchase by a Purchaser of goods and/or services ("Products"), unless LEDIKO decides otherwise, in writing or in electronic form. Whenever these Terms and Conditions of Sale refer to a "Purchaser", this shall mean all clients being sole traders or firms purchasing LEDIKO's Products, including Recipients, Suppliers, etc.

1.2. Any additional or conflicting terms and conditions contained in any document(s) issued by the Purchaser shall not be applicable to any sale by LEDIKO to the Purchaser and shall by no means be binding for LEDIKO, unless LEDIKO expressly approves the terms and conditions specified by the Purchaser in writing.

1.3. LEDIKO's offers shall be approved within the time limit specified by LEDIKO in the offer or, if no such time limit was set, within thirty (30) days of the date on the offer.

1.4. These Terms and Conditions of Sale were drawn up in Polish and English, provided that in the event of any dispute between LEDIKO and the Purchaser concerning interpretation of any provision hereof the [Polish version](#) of the Terms and Conditions of Sale shall prevail.

2. DETERMINATION OF PRICES

2.1. Prices quoted in any offer, Confirmation or Agreement shall be given in net amounts, i.e. excluding any taxes, fees and similar charges which are or shall be due as regards the Products, unless the Purchaser and LEDIKO decide otherwise in writing. Taxes, fees and similar charges shall be added by LEDIKO to sale price if LEDIKO is obligated or authorized under the law to pay or collect them, and the Purchaser shall pay them together with the price.

2.2. The prices referred to in subclause 2.1. do not exclude costs of transport and customs duties. These are Ex-Works Wrocław - Poland prices, unless the Purchaser and LEDIKO decide otherwise in writing.

2.3. If the Purchaser is a non-resident within the meaning of the Foreign Exchange Act of 27 July 2002, all payments between the Purchaser and LEDIKO shall be fixed in EUR, USD, GBP or PLN, at LEDIKO's discretion.

3. PAYMENTS

3.1. LEDIKO shall accept payments made in the following way:

- a) the first three orders - paid in the form of a prepayment to LEDIKO's bank account specified on a pro forma invoice,
- b) further transactions shall be paid at LEDIKO's discretion: in a way specified in par. a) or under an invoice with a deferred payment date to the amount of trade credit granted to the Purchaser by LEDIKO, to LEDIKO's bank account

specified on a VAT invoice.

3.2. The standard limit of trade credit is up to PLN 50,000.00 (or EUR 12,000.00) gross. This means that the total balance of the Purchaser's debt towards LEDIKO (due and undue amounts) cannot exceed the said amount. Detailed terms and conditions of granting trade credit to the Purchaser are specified in the agreement made between LEDIKO and the Purchaser.

3.3. Unless LEDIKO and the Purchaser decide otherwise in writing, LEDIKO shall be entitled to issue an invoice to the Purchaser for a sale price increased by due taxes, fees or other charges, and in particular by costs of invoicing, shipment of documents, preparation of the Product, packing, storing, and costs of transport/shipment.

3.4. Payment shall be due within the time limit specified in the invoice, unless LEDIKO and the Purchaser decide otherwise in writing. All payments shall be made to a bank account given in the invoice issued by LEDIKO. No discounts on account of earlier payment shall be applicable, unless LEDIKO decides otherwise in writing. Interest in the amount of statutory interest valid in Poland shall accrue on all delayed payments from the maturity date to the day of making the full payment.

3.5. If the Purchaser violates any obligations concerning the payment of any fees or charges, or commits any other violation, LEDIKO shall be entitled to suspend delivery of any Product until all overdue payments are made, and furthermore LEDIKO may suspend or cancel any trade credit, delivery or other service by LEDIKO. The above rights constitute additional rights of LEDIKO and they do not replace any other rights resulting from the Agreement or the law.

4. DELIVERIES

4.1. (a) The Products shall be delivered Ex-Works Wrocław-Poland, under LEDIKO's instructions, unless decided otherwise in writing. Deliveries of goods shall be made by LEDIKO under the order placed by the Purchaser in accordance with subclause 4.3. and 4.4.

(b) Pursuant to Article 589 of the Civil Code, ownership of the Products shall be passed on the Purchaser the moment the full price is paid (including taxes or other fees and charges referred to in subclause 3.2., unless they were added to the price for the delivered Products). The parties take the risk of losing or damaging the Products pursuant to INCOTERMS 2010 (International Commercial Terms 2010) Ex-Works.

4.2. The order fulfillment time is calculated from the day of confirmation of a given order until delivery of the Product to the Purchaser. The order fulfillment time for the Products in stock is up to 10 business days. For orders of Products which are not in stock, the order fulfillment time shall be provided to the Purchaser upon sending the confirmation of the order. If the Purchaser does not accept the order fulfillment time for the Product, it should promptly notify LEDIKO thereof no later than within 3 days of the receipt of the confirmation.

4.3. Unless LEDIKO and the Purchaser decide otherwise in writing, orders may be placed by the Purchaser only in writing. Person(s) authorized to place orders should append their legible signature below the content of the order. Furthermore, company stamp of the Purchaser should be affixed on the order.

4.4. Orders may be sent to LEDIKO in the following way:

- orders of a value of less than PLN 10,000.00 (or EUR 2,500.00) gross - may be sent by e-mail in the form of a scan,
- orders of a value of more than PLN 10,000.00 (or EUR 2,500.00) should be also sent by fax at (071) 72 37 357 or (071) 79 85 785 or by post,
- orders of a value of more than PLN 50,000.00 (or EUR 12,500.00) should be sent by fax and promptly delivered in their original copy (by post, courier service or personally).

4.5. Each Order shall include: the name and address of the Purchaser (or website address) and place of delivery, Tax ID No. NIP (or VAT EU for Purchasers seated in the EU), name, surname, phone and fax number, e-mail address of the person placing the order, the list of ordered Products specifying their quantity, parameters, etc. Orders may be placed on ready-made forms prepared by LEDIKO's employees.

4.6. Upon receiving the order LEDIKO shall send the confirmation of the order to the Purchaser by e-mail, specifying

the estimated delivery time and any additional terms and conditions of order fulfillment. LEDIKO shall send a pro forma invoice with prices of ordered Products to the Purchaser with the confirmation of the order.

4.7. Delivery dates specified by LEDIKO in the confirmation of the order are estimated dates, unless the Purchaser agreed with LEDIKO on a delivery date under a separate agreement.

5. INTRA-COMMUNITY DELIVERIES

Purchasers from the EU member countries shall give their VAT EU No. for the purpose of making a purchase with 0% VAT rate. If LEDIKO does not receive such confirmed number from the Purchaser and confirmation of the receipt of the Product, LEDIKO may issue an invoice adding VAT in a rate valid in Poland. The Purchaser may be charged with Polish VAT if it fails to provide to LEDIKO a confirmation of the validity of VAT EU No. as of the day of conclusion of the agreement with LEDIKO as well as if such number is invalid as of the day of delivery of the Products. The Purchaser shall be charged with Polish VAT also if it transports goods outside the territory of Poland on its own and it fails to provide LEDIKO with a confirmation of exporting the Products to other EU member country.

6. EXPORT

Products sold to Purchasers seated outside the EU must be reported in the customs office. If competent customs office does not confirm crossing the customs border of the EU (IE-599 form), the Purchaser shall be charged with VAT in a rate currently in force.

7. COMPLAINTS

7.1. Any remarks concerning the quality of the Products sold by LEDIKO, the way of service and discrepancies between the actual state and an invoice may be reported by the Purchasers in writing to LEDIKO's address: ul. Klecińska 125, 54-413 Wrocław - Poland, by fax sent to +48 71 72 37 357 or by e-mail at info@lediko.com.

7.2. Faulty and mistakenly delivered Products should be returned solely after obtaining consent of an authorized representative of LEDIKO. The Products may be returned solely by non-cash-on-delivery parcel.

7.3. The basis for returning the Products may also be LEDIKO's delivery of Products of significantly varied parameters than those specified in LEDIKO's offer or agreement made with the Purchaser. In such case the Products must be returned no later than within 30 days of the purchase.

7.4. Upon the receipt of a complaint and Products covered by the complaint (if LEDIKO deems inspection of the Products necessary to inquire into the complaint) LEDIKO shall verify whether a given complaint is justified. If the complaint is allowed, LEDIKO shall repair or replace, at its own discretion, the Product or its component.

7.5. A complaint should contain an exact description of the reason therefor, a copy of proof of purchase and expected way of settling the complaint. A sample complaint form constitutes an appendix hereto.

7.6. Quantitative complaints may be lodged no later than within 7 business days of the receipt of the parcel.

7.7. If the parcel was delivered to the Purchaser in a condition pointing to its mechanical damaging during transport, it should be inspected in the courier's presence and a protocol listing the damages should be drawn up. Solely such protocol signed by a carrier may be a basis for a complaint.

7.8. If under the agreement made between the Purchaser and LEDIKO LEDIKO's liability from a guarantee has been excluded, pursuant to Article 558(1) of the Civil Code the Purchaser may lodge a complaint for the Product solely within the warranty granted by LEDIKO, subject to the provisions of clause 10.

7.9. LEDIKO's liability for delivering faulty Products shall be limited to replacement of the Product or its repair or reimbursement of the price paid, at LEDIKO's discretion.

8. LIMITATION OF LIABILITY

8.1. LEDIKO shall not bear liability for failure to perform or delayed performance of contractual obligations, in whole or in part, if:

- (a) such failure to perform or delay is caused by a stop in manufacturing process of the Product, or
- (b) such failure to perform or delay is caused by a Force Majeure event, under the definition below.

In the case of each of the said cases of failure to perform, the performance of relevant parts of the Agreement shall be suspended for the period of duration of a given involuntary failure to perform, with LEDIKO having no obligations or liability towards the Purchaser on account of any damages resulting therefrom.

8.2. "Force Majeure" shall mean and include all circumstances and events beyond LEDIKO's reasonable control, irrespective of whether they were possible to be predicted upon concluding the Agreement, which prevent raising a reasonable claim to LEDIKO to perform its obligations, and in particular force majeure events or violation of delivery terms (including failure to meet time limits) by any of LEDIKO's suppliers. If a Force Majeure event continues for more than three (3) consecutive months or if LEDIKO makes a reasonable assumption that the delay shall last for three (3) consecutive months, LEDIKO shall be entitled to terminate the whole or part of the Agreement or withdraw from a given Order with no obligations towards the Purchaser, respectively.

8.3. LEDIKO's indemnity shall be limited to the actual damage (excluding any consequential damages, including lost profits) and to the amount not exceeding the purchase price of the Products paid by the Purchaser hereunder.

9. COPYRIGHTS, APPLICABLE LAW, SEVERABILITY CLAUSE

9.1. LEDIKO is the owner of copyrights to photographs included in LEDIKO's catalogue. Copying of such photographs requires written consent of LEDIKO.

9.2. Subject to the provisions of subclause 2.2. and 4.1. on INCOTERMS 2010 Ex-Works, these Terms and Conditions of Sale shall be governed by the Polish law, and any disputes shall be settled by a court of common jurisdiction competent for LEDIKO's seat (Wrocław, Poland). The application of the Convention on Contracts for the International Sale of Goods of 11 April 1980 is hereby excluded.

9.3. The Purchaser may not assign/transfer any of its rights and obligations and liabilities resulting from the agreement made with LEDIKO to a third party without prior written consent of LEDIKO. Unless the parties decide otherwise in writing, the possibility to set off the Purchaser's liabilities resulting from the agreement made with LEDIKO with LEDIKO's liabilities is excluded.

9.4. If any of the provisions hereof is deemed invalid or ineffective by a competent court or as a result of a change in legal regulations, this shall not cause the remaining provisions hereof to be invalid or ineffective. If the provisions hereof are definitively deemed illegal or ineffective, such provisions shall be deemed excluded herefrom, however all remaining provisions shall still be valid and effective, and the provisions deemed illegal or ineffective shall be replaced with a provision of similar meaning, reflecting the original intention of a given provision, within the scope authorized by relevant legal regulations.

10. QUALITY AND WARRANTY

If a warranty was attached to a Product or Agreement, its provisions shall be binding.

11. CONFIDENTIALITY

The Purchaser confirms that all technical, commercial and financial data disclosed to the Purchaser by LEDIKO but not to the public are confidential information of LEDIKO. The Purchaser shall not disclose such confidential information to any third party nor use it for any other purpose than the one agreed on by the Parties as well as in accordance with sale transactions contemplated herein.

12. TERMINATION OF THE AGREEMENT

Irrespective of the LEDIKO's rights under the Agreement or under the law, LEDIKO may terminate each Agreement or its part with immediate effect and with no obligations upon a written notice delivered to the Purchaser if:

(a) the Purchaser violates any provision of the Agreement;

(b) any liquidation proceedings are initiated or a petition for the Purchaser's bankruptcy is filed or a transfer is made for the Purchaser's creditors.

Upon termination of the Agreement all payments due from the Purchaser under the Agreement shall become immediately due and payable.

13. APPLICATION OF GENERAL TERMS AND CONDITIONS OF SALE

1.1 These General Terms and Conditions of Sale shall be applicable to sale transactions made between LEDIKO and the Purchaser starting from 28.07.2011.

1.2 LEDIKO reserves the right to unilaterally introduce changes hereto.

1.3 Information on Terms and Conditions of Sale currently in force may be accessed at LEDIKO's website: www.lediko.com.