

**GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE
SALVAMAC LIMITED LIABILITY COMPANY
HEADQUARTERED IN ZAKRZEWO**

1. DEFINITIONS OF TERMS

1.1 In these General Terms and Conditions of Sale and Service ("GTC"): "Goods" means the goods (including any batch of goods) that Salvamac Ltd. has undertaken to sell, deliver or otherwise transact, to the Buyer pursuant to the Parties Agreement/Order; "Services" means all or any part of the services that Salvamac Ltd. has undertaken to deliver, perform or sell to the Buyer pursuant to the Parties Agreement/Order; "Parties Agreement" means the agreement entered into between Salvamac Ltd. and the Buyer, pursuant to which Salvamac Sp. z o.o. has agreed to sell/deliver/perform to the Buyer the Services; "Salvamac" means Salvamac Limited Liability Company with its registered office in Zakrzewo;

1.2 The Agreement of the Parties is of a framework nature, which means that under the Agreement of the Parties the Buyer is entitled to place orders for Goods or Services. However, no order placed by Buyer pursuant to an offer or under the Parties' Agreement shall be binding on Salvamac until Salvamac has expressly accepted such order ("Order Acceptance"). Salvamac is not obligated to Accept any Order. The absence of a response from Salvamac to an order placed by the Buyer does not imply a tacit Acceptance of the Order, as well as a conclusive acceptance of the offer (exclusion of the application of Article 68(2) and Article 69 of the Civil Code). The application of Article 66(1) of the Civil Code is also excluded. Any order placed by the Buyer for the purchase of Goods or provision of Services shall be subject to the terms and conditions indicated in the T&Cs. Any Agreement of the Parties entered into between Salvamac and the Buyer shall be subject to the GTC. No representative of Salvamac is authorized to agree with the Buyer on terms and conditions for the sale of Goods or the provision of Services different from those provided for in these GTC, provided that a representative of Salvamac authorized to enter into commercial contracts on its behalf is authorized to conclude, in writing under pain of nullity, an Agreement of the Parties containing deviations from these GTC. If Salvamac is unable to accept the Buyer's order, it shall inform the Buyer and shall not charge the Buyer for the price of the Goods or Services. Salvamac's inability to accept an order may result from a shortage of Goods in stock, from unexpected limitations on Salvamac's resources that Salvamac could not reasonably plan for, from Salvamac's discovery of an error in the price or description of the Goods, from regulatory or compliance reasons, or from Salvamac's inability to meet a delivery date specified by Buyer. Buyer represents that, in entering into the Agreement of the Parties or placing an order, it has not relied on any statement, representation, warranty or guarantee made by or on behalf of Salvamac that is not in writing and signed by a representative of Salvamac authorized to enter into commercial contracts on its behalf, and waives any claim it may have against Salvamac as a result thereof;

1.3 Subject to any contrary written agreement between the Parties, these T&Cs shall apply to the exclusion of any general terms and conditions indicated or referred to by the Buyer in its order or as part of any written pre-contractual negotiations conducted (in particular, no general terms and conditions or model contracts used by the Buyer shall apply to the Parties' Agreement).

1.4 All samples, drawings, descriptive materials, specifications and advertisements prepared by Salvamac and all descriptions and illustrations contained in Salvamac's catalogs or other advertising materials are created solely for the purpose of describing the Goods or Services and do not constitute an assurance by Salvamac as to any characteristics of the Goods or Services, nor do they become part of the Parties' Agreement. Information provided by Salvamac in any form or shape, in particular advertisements, calculations and advertising do not constitute an offer within the meaning of the Civil Code and are not binding on Salvamac.

1.5 In the event that Salvamac does not confirm the Buyer's order, these T&Cs shall nevertheless apply to the order placed.

1.6 Salvamac reserves the right to correct at any time clerical errors or other obvious mistakes made by Salvamac representatives.

2. SPECIFICATION, INSTRUCTIONS OR DESIGN

2.1 The Buyer shall be responsible to Salvamac for ensuring the accuracy and completeness of orders placed (including any applicable specifications) for the Goods or Services and for providing Salvamac with all necessary information regarding the Goods or Services. If the Buyer places a defective order, or if Salvamac has any doubts about the contents of the order, Salvamac shall inform the Buyer, who shall be obliged to modify its order accordingly.

2.2 If the Goods are made in accordance with a specification, instruction or design provided by the Buyer or a third party on behalf of the Buyer, then (1) the Buyer shall be responsible for the correctness, completeness, accuracy of such specification, instruction or design; (2) the Buyer shall indemnify Salvamac against any infringement or alleged infringement of any third party's intellectual property rights, including e.g. patents, design rights, including industrial

designs, registered designs, including industrial designs, trademarks, trade names or copyrights, and any loss, damage or expense that a third party may incur from such infringement or alleged infringement in any country in the world; (3) Buyer shall indemnify Salvamac against any loss, damage or expense of liability arising in any country in the world from the performance of the Goods in accordance with the specifications, instructions or design; (4) Buyer waives the right to any claims against Salvamac (including warranties and warranty for defects) in the event that the Goods or Services were made/assembled/used/transported contrary to Salvamac's instructions and recommendations.

3. BIDS AND PRICES

3.1 Subject to any written agreement between the Parties to the contrary, the price for the Goods or Services (the "Price") shall be set forth in the Agreement of the Parties. If the Price is not specified in the Agreement of the Parties, the Price for the Goods or Services shall be based on Salvamac's price list in effect on the date of Salvamac's Acceptance of the Order. Subject to any written agreement between the Parties to the contrary, Salvamac shall have the right to amend the price list, including but not limited to increasing prices at any time to reflect increases in the cost of purchasing the Goods or materials necessary for their manufacture or the cost of manufacturing, processing or delivering the Goods (including but not limited to price increases resulting from errors or inadequacies in specifications, instructions or design provided by the Buyer, modifications made by Salvamac at the request of the Buyer or changes in exchange rates).

3.2 All Prices and Additional Costs quoted by Salvamac are exclusive of VAT and any other governmental charges, and Buyer shall pay VAT and any other governmental charges due in connection with the Goods or Services.

4. DELIVERY

4.1 Subject to any written agreement between the Parties to the contrary, Salvamac shall deliver the Goods in the manner most convenient for Salvamac to the address or addresses indicated by the Buyer in the Contract of the Parties or in the order or, in the event the Buyer does not indicate an address in the Contract of the Parties or in the order, to the address at which the Buyer's registered office or permanent place of business of the Buyer who is an individual is located. Unless otherwise provided in the Terms and Conditions, Salvamac is entitled to add to the Price the costs of packaging, transportation and insurance ("Additional Costs"). Unloading of the Goods shall be at the expense and risk of the Buyer, who shall be obliged to provide adequate equipment and manpower to enable unloading. In addition, if so required, the Buyer shall provide all required instructions, documents, licenses and authorizations necessary to complete the delivery of the Goods. Salvamac shall not be liable for non-delivery or delay in delivery resulting from Buyer's failure to properly perform its obligations indicated in this Section 4.1.

4.2 All risks associated with the Goods shall pass to the Buyer upon delivery of the Goods to the Buyer. The Goods shall be deemed delivered to the Buyer upon (1) actual delivery of the Goods, or (2) offering of the Goods for delivery by Salvamac if delivery has not occurred for reasons other than Salvamac's responsibility. If, in accordance with the Parties' Agreement or the Purchase Order, the release of the Goods shall take place at Salvamac's premises, Salvamac shall inform the Buyer of the date of release of the Goods, i.e. the date on which the Goods will be ready for release to the Buyer, and the Buyer shall be obliged to take delivery of the Goods within 7 days from the date on which the Goods are ready for release. Loading of the released Goods shall be at the expense and risk of the Buyer.

4.3 In the event that Salvamac is delayed or prevented from issuing the Goods or performing the Services for any reason beyond Salvamac's control, Salvamac shall have the right to refuse to issue the Goods or perform the Services or postpone the execution of the order placed by the Buyer, which shall not be considered as improper performance of Salvamac's obligation, and Salvamac shall not incur any liability to the Buyer on this account, without prejudice to Salvamac's rights, including those related to completed deliveries and deliveries to be made in the future.

4.4 Although Salvamac shall use its best efforts to deliver the Goods or perform the Services by the date specified in the Agreement or as otherwise agreed, the dates given for delivery of the Goods or performance of the Services are estimates and are indicated as a guide only, and Salvamac shall not be liable for any failure to deliver the Goods or perform the Services in a timely manner. The date of delivery of the Goods or performance of the Services is not the essence of the Parties' Agreement. In addition, in any case, Salvamac shall be entitled to withhold delivery of the Goods or performance of the Service until payment of the full Price and Additional Costs due from the Buyer has been received.

4.5 Salvamac reserves the right to make deliveries in batches. If the Goods are to be delivered in batches, each delivery shall be treated separately, and Salvamac's failure to deliver one or more batches in accordance with these GTC or any claim by Buyer with respect to one or more batches shall not affect the evaluation of the performance of the order as a whole.

4.6. If Buyer fails to take delivery of the Goods offered for delivery or fails to give Salvamac proper instructions for delivery within the time specified for delivery (for reasons other than causes beyond Buyer's control or Salvamac's willful misconduct), then, without prejudice to any other rights or remedies of Salvamac, Salvamac may, in its sole discretion:

(i) store the Goods until the Goods are actually delivered to the Buyer and, in such event, charge the Buyer for the reasonable costs of storing the Goods (including insurance) or (ii) sell the Goods at the best price it can obtain and (after deducting all reasonable costs of storage and sale) settle with the Buyer for the excess over the Parties' Agreement Price or charge the Buyer for the shortfall below the Parties' Agreement Price. The Buyer shall be obligated to pay such shortfall to Salvamac within 28 days from the date of Salvamac's demand for payment.

4.7 If there is no person at the Buyer's address to take delivery, and the Goods cannot be dropped in a letterbox, Salvamac, or a carrier acting on its behalf, will leave instructions informing the Buyer how to reschedule delivery or pick up the Goods from the local branch. If the Buyer fails to pick up the Goods from Salvamac as agreed, or if, after an unsuccessful attempt to deliver the Goods to the Buyer, the Buyer fails to re-arrange a delivery date or pick up the Goods from the branch, Salvamac will contact the Buyer for further instructions and may charge the Buyer for storage costs and any redelivery costs. If, despite Salvamac's reasonable efforts, Salvamac is unable to contact the Buyer or re-arrange delivery or pickup, Salvamac is entitled to cancel the Contract within 2 (two months) from the date of the first delivery attempt, without being obligated to pay a compensation to the Buyer.

4.8 To the extent permitted by applicable law, Salvamac's liability for non-delivery of Goods or non-performance of the Service shall be limited to the price of the non-delivered Goods or non-performed Service.

5. RISK AND TITLE TO GOODS

5.1 Subject to any written agreement between the Parties to the contrary, the risk of accidental loss of or damage to the Goods shall pass to the Buyer upon (i) delivery of the Goods to the Buyer or (ii) when, the Goods are ready for delivery at Salvamac's warehouse if the delivery date is postponed at the Buyer's request - whichever is earlier. Delivery shall be deemed to have been made prior to unloading or (in the case of delivery at Salvamac's warehouse) loading of the Goods.

5.2 Salvamac's liability for Goods left at Salvamac's places of business after they have been issued to the Buyer is excluded, including Salvamac's liability for the risk of accidental loss or damage to the issued Goods.

5.3 Title to the Goods shall pass to the Buyer upon payment of the total price and delivery of the goods.

6. PAYMENT

6.1 Subject to any contrary written agreement between the Parties, the Buyer shall pay the Price and additional Costs, based on the VAT invoice issued by Salvamac. Payment shall be made by the Buyer by wire transfer to Salvamac's bank account indicated in the body of the invoice within 30 days from the date of the invoice. The payment term is of paramount importance for the Contract. Without prejudice to any other rights of Salvamac, Salvamac may require the Buyer to pay statutory interest for delay in commercial transactions.

The Price and Additional Costs will be increased each time by the amount of VAT, at the rate in effect on the date of the invoice.

7. CONSEQUENCES OF EVENTS THAT VIOLATE

7.1 For the purposes of this Section 7 of the T&Cs, an "Event of Default" means any event described in Section 7.3.

7.2 In the event of the occurrence of an Event of Default, Salvamac shall be entitled, at its option, to either (1) suspend performance of the order until the occurrence of the Event of Default has ended, or (2) rescind the Agreement of the Parties or the specific order in whole or in part within 3 (three) months from the date Salvamac became aware of the Event of Default, without being obligated to pay a compensation. In case of partial withdrawal from the Agreement of the Parties or an order, Salvamac retains the right to receive the full Price for the Goods issued or Services performed. Salvamac's withholding of an order under the circumstances described in this Section 7.2 shall not constitute a non-performance or improper performance of the Agreement of the Parties by Salvamac and shall not entail any adverse legal or financial consequences for Salvamac.

7.3 An Event of Default shall be any of the following: (1) delay by the Buyer in any payment of a due obligation to Salvamac; (2) breach by the Buyer of any obligation to Salvamac under the Parties' Agreement or agreements previously entered into between the Parties; (3) filing with respect to the Buyer of an application for the commencement of enforcement proceedings in which a substantial portion of Salvamac's assets will be seized; (4) the filing of an application with respect to the Buyer for the initiation of bankruptcy or restructuring proceedings or the initiation of other similar proceedings; (5) the appointment of a receiver, court supervisor or administrator for the Buyer; (6) Salvamac becoming aware of the poor financial condition of the Buyer.

8. LIMITATION OF LIABILITY

8.1 The Buyer shall be obliged to check the condition of the delivered Goods immediately upon receipt. Salvamac shall not be liable for damage in transit, quantity shortages in delivery or loss of the Goods unless the Buyer provides Salvamac with written notice of such damage, shortage or loss, together with any additional information, within 7 days from the date of receipt of the Goods or, in the case of a total loss, from receipt of an invoice or other notice of shipment. In such case, Salvamac's liability shall be limited, at Salvamac's option, to (1) the obligation to redeliver the damaged, missing or lost Goods or (2) the obligation to repair the damaged Goods. As a condition of Salvamac's liability for damaged, missing or lost Goods, the Buyer must secure the Goods claimed for a period of 14 days for verification of the claim by a Salvamac representative.

8.2 To the extent permitted by applicable law, Salvamac shall not be liable to the Buyer for the acts or omissions of its employees or persons over whom it exercises management, in connection with the delivery of the Goods or their design or manufacture, or in connection with the performance of any Services, whether in contract or tort.

8.3 Except as otherwise provided in these T&Cs, Salvamac's warranty liability for defects in the Goods to the Buyer shall be limited as follows:

8.3.1 Salvamac shall be liable only for physical defects of the Goods inherent in them at the time of their delivery to the Buyer, including defects in design, workmanship or materials, provided that they become apparent within 12 months from the date of delivery of the Goods to the Buyer; the condition of Salvamac's liability is that Salvamac is notified of the defect: (1) within 21 days from the date of delivery of the Goods, or (2) if it is objectively impossible to inspect the Goods on the occasion of their delivery - within 21 days from the date of discovery of the defect. If the complaint is justified, Salvamac is obliged - at its sole discretion - to (1) replace the defective Goods with Goods free of defects, or (2) remove the defect in the Goods (repair the Goods), or (3) pay the costs of repair or replacement of the Goods incurred by the Buyer. At the same time, it should be pointed out that Salvamac shall not be liable for physical defects resulting from improper installation/use of the Goods issued to the Buyer, and any repair of such defects shall be at the Buyer's expense, including transportation of the Goods from the place indicated by the Buyer, to Salvamac's premises, and return transportation.

8.3.2. in the event of an error in the description of the Goods with respect to weight, dimensions, capacity, performance or otherwise, to the extent that such description constituted a warranty on the part of Salvamac, Salvamac's total liability to the Buyer shall be limited to the amount of the Price for such Goods to which the incorrect description relates.

8.4 Salvamac shall honor the terms of the warranty provided by the third-party manufacturer used by the Buyer for the purchase of the Goods, provided that the Buyer has complied with all terms of the manufacturer's warranty.

8.5 Salvamac shall not be liable to the Buyer for claims made against the Buyer by third parties. In addition, Salvamac shall also not be liable for any indirect or consequential damages or lost profits if such damages are suffered by the Buyer in connection with or as a result of Salvamac's non-performance (improper performance) of the Contract of the Parties.

8.6 If Salvamac has undertaken to repair or replace the Goods to correct defects in accordance with this Section 8, the delivery period specified in the Parties' Agreement or Purchase Order shall be extended by such period as is necessary for Salvamac to replace the Goods or correct the defect.

8.7 Nothing in these T&Cs shall limit or exclude the liability or remedy of either Party for (i) death or personal injury; (ii) fraud or misrepresentation; (iii) any act or omission or event for which liability cannot be legally excluded or limited. Regardless of whether the Parties' Agreement is a contract of sale or any other contract, no provisions arising from applicable laws or customs shall apply to it, and the entire agreement of the Parties is contained in the Parties' Agreement. In the event that only the provisions contained in the preceding sentence are or prove to be ineffective or invalid, then the generally applicable provisions of law shall apply.

9. WITHDRAWAL

9.1 Salvamac shall be entitled to cancel any Accepted Order within 3 (three) months from the date of its acceptance, in writing to the Buyer, if: (1) the Buyer is late in making any payment to Salvamac when due and fails to make such payment despite Salvamac's demand for payment and the granting of an additional 14-day period; (2) the Buyer fails to provide Salvamac, within the prescribed period, with the information necessary to enable the delivery of the Goods, (3) the Buyer fails to allow Salvamac to deliver the Goods to the Buyer or fails to collect the Goods from Salvamac; or (4) the Buyer fails to allow Salvamac access to the Buyer's premises to provide the Services.

9.2 If Salvamac withdraws from the Contract pursuant to Section 9.1 of the T&Cs, Salvamac shall not be obligated to pay

to the Buyer any compensation in advance and, in addition, Salvamac shall refund to the Buyer any payments made by the Buyer in advance for the Goods or Services that Salvamac did not deliver due to the withdrawal. In the event of withdrawal, Salvamac shall be entitled to deduct from the amounts refunded to the Buyer or to require payment by the Buyer of an amount corresponding to the losses incurred by Salvamac in connection with the withdrawal. In the event of withdrawal, Salvamac may demand the return of the delivered Goods in an undamaged condition. In such case, Salvamac shall inform the Buyer of the demand for return in writing and return to the Buyer any amounts paid in advance for the returned Goods.

10. USE AND SAFE HANDLING OF GOODS

10.1 The Buyer warrants that it will provide all third parties to whom it will deliver the Goods with all information regarding the use and safe handling of the Goods that has been provided to it by Salvamac.

11. TESTING

11.1 If Salvamac agrees to test the Goods in the presence of the Buyer or the Buyer's representative, Salvamac shall notify the Buyer of the date on which testing will be possible, and the Buyer agrees that he or his representative will be present at the place where the Goods are located on the date specified by Salvamac to observe the tests and agrees that in the absence of such presence Salvamac may conduct the tests in his absence, and despite the Buyer's absence the Buyer shall be bound by the results of the tests.

11.2 If the Buyer wishes to test the Goods other than at Salvamac's premises or in the presence of Salvamac's employees or representatives, the Buyer shall obtain from Salvamac written instructions on the recommended test procedure for the Goods, and Salvamac agrees not to refuse to issue such instructions without just cause. Salvamac shall not be liable for any damage that occurs to the Goods in the course of or as a result of testing not in accordance with Salvamac's recommended test procedure, nor for any direct or consequential damage incurred by the Buyer in the course of or as a result of testing not in accordance with Salvamac's recommended test procedure.

12. FINAL PROVISIONS

12.1 The governing law for all legal relations arising from the Contract of the Parties shall be Polish law. Any disputes between the Parties shall be submitted by the Parties to the jurisdiction of the Polish courts, with the common court having jurisdiction according to the seat of Salvamac. The Parties exclude pursuant to the Agreement of the Parties to the United Nations Convention on Contracts for the International Sale of Goods concluded on April 11, 1980 in Vienna.

12.2 The Buyer is aware that Salvamac's business practices prohibit bribery and corrupt activities in any form. The Buyer agrees that it is an independent contractor and is and shall remain in compliance with all applicable laws that regulate money laundering, terrorism, commercial or official bribery or dealings with government officials and laws implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions. The Buyer shall not offer or give anything of value (cash or cash equivalents, gifts, loans, travel, entertainment or any other similar benefit) directly or indirectly to any public sector or government official for the purpose of influencing any action or decision in connection with the purchase, transportation, customs clearance and/or resale of goods ordered from Salvamac. The Buyer shall not pay gratuities, bribes or other inducements to any public sector or government official, even if it appears customary or consistent with applicable business practices.

12.3 The headings of the individual clauses of the T&Cs are informative and do not affect the interpretation of the Parties' Agreement.

12.4 The possible invalidity or ineffectiveness of any provision of the Parties' Agreement shall not render the remaining provisions invalid or ineffective.

12.5 Salvamac's failure to insist on strict performance of the Contract by the Buyer shall not be construed as an amendment to the Parties' Agreement, a waiver by Salvamac of a given right or a release of the Buyer from any obligation.

12.6 To the extent that the T&C refers to the Civil Code, the reference is to the Civil Code Act in force in Poland.

12.7 The Buyer shall not be entitled to transfer any rights (including receivables) or obligations under the Contract of the Parties to any third party without Salvamac's prior written consent. Salvamac shall be entitled to transfer any rights or obligations under the Agreement of the Parties, without any restrictions and without the need to obtain the Buyer's prior consent. Salvamac shall be entitled, at its sole discretion, to use subcontractors.

12.8 In the event that any provision of the Parties' Agreement is invalid or ineffective, the Parties undertake to replace the invalid or ineffective provision with such a provision that will correspond in the closest way to the purpose of the provision that was declared invalid or ineffective.