

General Conditions of Sale

“MIRANDA” Sp. z o.o.

1. The Acceptance and Completeness of a Contract.

All goods and services sold and delivered by “MIRANDA” Sp. z o.o. with registered office in Turek, 62-700, Jedwabnicza Street 1, entered into Register of Entrepreneurs of the National Court Register kept by District Court – Nowe Miasto and Wilda in Poznań, IX Commercial Division of the National Court Register under KRS number 0000135145 NIP 668-17-12-330 REGON 311089769 with the Initial Capital of the Company – 8 824 200,00 zł (hereinafter “Seller”) to the entity indicated in the order (hereinafter “Buyer”) are issued subject to these General Conditions of Sale (hereinafter “OWS”). No Buyer’s order shall be binding unless confirmed by the Seller in writing (hereinafter “Contract”), and the Seller will send it back to Buyer.

The lack of remarks of an order within 24 hours can be synonymous with its acceptance and approval for implementation. In matters not included in Contract, the General Conditions of Sale have only use for all conditions of sale and the supplies of services between Buyer and the Seller. These conditions form an entire agreement with provisions of the Contract between Parties. Any changes and adjustments need the written form and appropriate signatures of each of Parties. Any of business customs, trade practice or outgoing rules of cooperation between Parties or any other Buyer’s conditions – in a written or an oral form – wouldn’t apply to the interpretation of present conditions of Contract; and these cannot be read as the supplementation of the General Conditions of Sale or Contract. Buyer’s general contractual patterns, in particular the General Conditions of Purchase, defined or attached the correspondence with the Seller, are hereby excepted and they have no use with OWS or Contract.

2. Prices, Payment and Deliveries.

1. Unless otherwise specified in Seller’s offer (hereinafter “Offer”) or in Contract, all products are assessed and sent according to INCOTERMS 2000 EXWORKS from the production facility, and the prices of products do not involve any insurance, delivery, forwarding trade and charges which only Buyer is liable for, subject to legal act 2.

Delivery dates of products are only estimate and they depend on the accessibility of given products at the time of placing an order by Buyer. For Buyers with granted trade credit the payments date totals seven (7) days from the date of making out an invoice unless otherwise provided in OWS or Contract. However, in case of remaining Buyers the payment is in cash, in form of prepayment or cash on delivery. The legal rate of interest are included in any of unpaid amounts in required date from the date of maturity payment to the payment day. The Seller reserves the right to each delivered goods until Buyer has made full payment for all the goods delivered.

2. In case of a stock purchase of the weight exceeded 500 kg, when the delivery place is on the territory of Poland, all costs connected with the shipment are covered by the Seller.

3. Legality

The Parties comply with applicable laws and regulations in particular the regulations concerned with the control of export, rules related to fighting with corruption, extortions, bribes, and the illegal or inappropriate ways for acquisition of order, directly or indirectly.

The Parties are obliged to cooperate with each other. Buyer will excuse the Seller from responsibility and indemnify the Seller from all petitions ,claims, demands, costs, spendings and other obligations arising from violation of mentioned in regulations previous point by Buyer by the proceeding or nonfeasance of Buyer from Buyer's side.

4. Control and Reception

After receiving every consignment Buyer is obliged to go over it, especially to check the quantitative and substantive consistency with shipping list and commodity specification of delivery, and to check the possible and visual poundings.

In case of any poundings, the complaint must be forthwith reported to the carrier in the delivery day – or in case of pounding of packaging invisible from the outside within 7 days from the delivery. The Seller must be also informed in writing. All goods or/and provided services by the Seller will be considered and accepted by Buyer unless the written complaint in the form of complaint report was reported and passed by Buyer to the Seller at the latest of seven (7) days from the day when Buyer has received the goods. Buyer titles to complaint of goods or/and services which have poundings and shortcomings.

5. Claims

1. Complaint means that in any case of occurrence of goods defects Buyer should forthwith inform the Seller who will make a decision afterwards and decide if:
 - a. It is necessary to get the samples of faulty goods from Buyer,
 - b. The fingertip examination by the Seller's representatives is necessary.
2. If it is decided that the examination of a claim is not connected with the conditions in act 1 point a)b), the Seller will inform Buyer about it and from that moment within 21 working days the solidity of complaint will be assessed.
3. The term of the solidity of complaint may be extended if the opinion of external Parties is required.
4. The Parties set a warranty period for physical and legal defects of the goods for the period of six (6) months from the date of goods receipt. The defects that are noticed in that period shall be reported to the Seller in written form, immediately after their detection.
5. The Seller's responsibility in respect of shortcomings and shortage of goods is limited in accordance with the duties of OWS entirely.
6. The Seller's responsibility is limited to up the level equal to and not exceeding the value of advertised product and increased by possible delivery expenses and / or transport charges.
7. The Seller's responsibility connected with the ensuing damages as a result of existing shortcomings in case of accomplishment of rights under warranty is excepted on the basis of the art. 558 Act of Liability from the 23rd of April 1964 Civil Code.

6. Liability range.

1. Seller's liability connected with Contract conclusion or achievement of goods sale does not embrace the undoing the damage concerned with prospective advantage, missing profit, generative trading loss, loss of market reputation, etc.

2. The Seller is not responsible for usefulness of supplied, according to the order, good for desired aims of Buyer.
3. All factsheets, advertising brochures as well as the pattern books are only for informational and demonstrative purposes, thereby they cannot be the base for lodging any claims against the Seller. By written agreement, Parties may introduce an individual pattern book delivered by the Seller within the confines of concluded agreements with the Buyer.
The non-significant variances among the delivered goods, as well as the patterns cannot be the reason for lodging any claims against the Seller on the score of the physical defects, and also non-preparing or inadequate preparing of the conducted agreements.
4. The Parties update the individual pattern book as the following:
 - a) after 2 years once it is set and also at any time in the case of recognizing that it is battered, lost or damaged.
 - b) in the case of documenting by the Seller planned or introduced technological changes as well as a planned or performed change of supplier for materials, measures or products that are crucial for producing the goods and which have the influence on their physical features.
5. The Seller informs the Buyer about these circumstances referred to the points 4 a, b, sending simultaneously the updated individual pattern book. If on target of 3 working days from the date of delivered updated individual pattern book the Buyer doesn't lodge any claims as to its quality or parameters, the Parties stated that the updated individual pattern book is agreed and effective for the further deliveries within the conducted agreements.

7. Abandonment of right and clastic interpretation of resolution.

No earthly case of failure to take the investigation or delay in asserting the Seller's rights and eligibilities result from OWS or Contract will not form abandonment of investigation by the Seller. If any of resolutions of OWS of any of their parts will be considered as irrelevant or impossible to fulfill, they will not have any impact on the rest part or parties of this resolution, or any of different resolutions related to OWS.

8. Act of God.

1. Failure to meet contractual conditions or delivery contract by one of the Parties is justified only when this failure to meet conditions is connected with existing of act of God. Within the meaning of Contract, the act of God means every event which is not under the control of any of the Parties such as: force of nature, in-fighting on the territory of the Seller or Buyer, port block or other inlet or outlet places, fire, strike, labor riots, war, accidents, orders and decisions of civil or military authorities, or the event which is impossible to be predicted or overcame by the Parties also when the Parties have no impact on the situation.
2. The Party, in which there were impediments in the fulfillment of Contract because of act of God, is obliged to inform the second Party about occurring and non-functioning of the act of God. The lack of

notification or delay of notification of the second Party in connection with the existence of act of God will cause that the Party won't be able to plead the act of God as a reason of acquittance of liability for non-fulfillment of a Contract or undue performance. The existence of act of God should be supplied with documentary evidence by the Party which pleads this act of God.

3. The Party of Contract which had the impediments because of the act of God is obliged to commence any possible and legal efforts to minimize the influence of the act of God to carry out of Contract.

9. Solvency.

1. The order placement of Buyer or contract conclusion will be unambiguous with placing a statement that Buyer is solvable and has the ability of payment for ordered good or services. If Buyer doesn't do the payment on target, they will be put in liquidation, or if the application of insolvency proceedings will be submitted (also agreement proceeding) by Buyer or third-party beneficiary, or when Buyer makes the assignment in behalf of lenders, it will be unambiguous with violation of obligations by Buyer, but the Seller will title to the contract termination with immediate effect with written notice delivered to Buyer. After the contract termination the Seller will be authorized to prompt suspension of extended deliveries or supply of services follow from the Contract without any liabilities under the control rule.

Within 14 days from the date of receiving the announcement of solution, Buyer will pay to the Seller all expenses and damages which are documented and which the Seller sustained in order to discharge obligation in respect of Contract to the day of Contract termination.

10. Disputes and Court of Competent Justice.

The present OWS are liable to legal provisions of the Seller's registered office. All disputes arising in connection with the sale or/and interpretation of these conditions of sale shall be exclusively submitted to the Polish Court Competent for the registered office of the Seller.

Please note that Polish version of this Contract is in force.