

General terms and trading conditions for the sale of goods of the BerPol Sp. z o.o.

The following conditions are basis of all sales of goods in the following briefly as "goods" designated. These are also valid, even if we do not expressly appoint ourselves to them in later contracts. General purchasing conditions of the buyer are not valid for us. BERPOL has the right to check the credibility of the buyer before completion of the order. BERPOL is justified to make the supply dependent of a security. The supply takes place in principle only after written order.

Offer

An offer is obligatory on us, except if not something else agreed upon or the supply already took place. Verbal agreements are obligatory on us, as far as we have confirmed them in writing. For the correct selection of the sort and quantity of the goods which can be supplied, solely the buyer is responsible.

Delivery and decrease

The delivery takes place on the basis DDP place of delivery in accordance with INCOTERMS 2010, if nothing else was offered; if this is changed when later desired by the buyer, the buyer bears the entire cost resulting from it. In the case of doubt when the delivery time is agreed upon with telephone calls the written notes of the seller are valid.

As far as circumstances appear, for which we are not responsible for, which can make the execution more difficult or retard the execution of taken over orders by us, we are entitled to postpone the supply/remainder supply around the duration of the handicap; if the supply/remainder supply is not possible by us, we can withdraw from the contract totally or partly.

For the consequences of incorrect data in the case of call up the buyer is responsible. In the case of supply to the agreed upon place the transport vehicle must reach and leave this without danger. This presupposes a sufficiently fastened delivery way unhindered passable with heavy trucks. If this condition is not given, the buyer is responsible for all damages without consideration for his being to blame for, developing from it. Unloading must be able to take place immediately, briskly (24 t truck in 2 hours) and without danger for the vehicle. Due to excess of aforementioned unloading time, the buyer has to bear the resulting cost, in particular of downtimes of the delivery vehicle within 14 days after invoicing by the seller.

The delivery note signing persons are considered to us authorized for the delivery of the goods as well as for the confirmation of the receipt by signing of the delivery note as appreciative for our delivery listing/sort listing. In case of refused, late, more retarded or otherwise special adverse decrease the buyer has to compensate me without prejudice to his obligation for the payment of the purchase price; excluded, the refusal or confirmation is based on reasons, which we have to represent. Several buyers are responsible as total debtors for the normal decrease of the goods and the payment of the purchase price. We carry out at everyone of you with effect for and against all. All buyers authorize each other to receive my obligatory explanations in all affairs concerned the sale.

Passage of the risk

The buyer is responsible for the coincidental fall and for the coincidental degradation of the goods and the loads in the case of supply to outside of the work, as soon as the vehicle arrived in the delivery place, at the latest however, as soon as it leaves the public road, in order to drive to the agreed upon delivery place. As far as the supply of goods is final, the danger turns into on the buyer at the latest with completion of the delivery procedure. The danger of the coincidental fall and the coincidental

degradation of the goods turns into on the buyer when fetching at the place of delivery in the moment, in whom the goods will ship.

Guarantee

We ensure that our goods are manufactured, supervised and supplied according to the valid regulations. The proof the regulations appropriate treatment and processing is incumbent on the buyer.

If the buyer changed or let change the supplied goods by additives or in other way in his composition, no requirement on guarantee exists; excluded, the buyer proves that the change of the composition of the goods did not cause the lack. Lack are to be indicated to us opposite immediately and in writing; if the reproach takes place verbally or by telephone, it requires written confirmation; Drivers are not authorized to the receipt of the reproach. Obvious lack equal which kind and the supply obviously of a different one than agreed upon commodity are to be indicated immediately during the delivery of the goods; in this case the buyer has to leave the goods untouched for check by us. Not obvious lack, equal which kind, and the supply not obviously of a different one than the agreed upon goods sort or - mixes are to be indicated immediately after. With form or not the goods are not valid for reproach within the prescribed period as authorized and in accordance with delivery note supplied.

Because of a lack, which we have to represent due to item 1 to 3, the legal requirements are entitled to the buyer; our liability however is limited on the commodity value; excluded if we are responsible for the violation of contract which is based on resolution or rough negligence. The guarantee period for my goods corresponds to the legal regulations. Warranty claims of a buyer fall under the statute of limitations (Polish commercial law) at the latest one month after rejection of the notice of defect by us.

Liability for other reasons

Other claims for damages of the buyer against us, our fulfillment and performing assistants, same from which argument, in particular from being to blame for from cause of treaty negotiations, from delay and from bad action are impossible; excluded, they are based on resolution or rough negligence by us.

Security rights

Supplied goods remain our property up to the complete fulfillment of all demands, which we have against the buyer. The buyer is not allowed to pawn our goods. Also during resale and subsequent treatment the retention of title remains existing. The authorization to the further sale is void when the buyer stops or interrupts payments. To secure the protection of the fulfillment of our demands the buyer already now transfers the rights to us for all future appearing requirements.

Terms of delivery

All deliveries are based on the INCOTERMS, which actually are INCOTERMS 2010.

Prices

Our offered prices are net and without VAT, which is indicated separately - except otherwise written.

Terms of payment

The terms of payment indicated in the confirmation of order or in the invoice are valid.

Place of fulfillment and place of jurisdiction

Place of fulfilment and place of jurisdiction for any obligations or disputes between the contracting parties is PL Szczecin, Poland – for deliveries within the European Community, Liechtenstein and

Switzerland it is D-Berlin-Mitte, Germany, resp. the responsible court in D-Berlin-Mitte, Germany – for both parties.