

GENERAL TERMS AND CONDITIONS OF SALE OPAKOMET S.A.
/valid from 01.12.2009/

§ 1

The terms used have the following meaning:

Producer: OPAKOMET S.A., in Krakow, ul. Lekarska 1, entered in the Registry of Entrepreneurs in National Court Register in the custody of the District Court for Krakow-Centre in Krakow, 11th Economic Department of the National Court Register under no. KRS 0000245701, of the Tax Id. No. 9452044704

Purchaser: entity placing an order for the Product or accepting an offer made by the Producer.

Product: goods made of synthetic materials produced with a use of technology applied by the Producer in Producer's own moulds or ones entrusted by the Purchaser

GTCS: General Terms and Conditions of Sale of OPAKOMET S.A

Written or electronic form: written form in the meaning of art.78 of the Civil Code, a letter sent by facsimile, or a letter in its electronic form to an employee of the Producer's Marketing and Sales Department.

Written form: reserved written form under the pain of nullity

§2

1. GTCS are available to the general public from Producer and are presented to the Purchaser at every request. Further, GTCS have been placed on the Producer's website: www.opakomet.com.pl.
2. GTCS shall be binding to the Producer and the Purchaser in the scope which is not regulated differently in a separate contract.
3. In the event of discrepancies between contractual terms and GTCS, contractual terms shall prevail.

§ 3

1. Technical conditions of manufacturing the product are specified in the Product Specification. The Specification shall be made available by the Producer at any Purchaser's request.
2. The Purchaser placing an order confirms that he has become familiar with the given Product Specification.
3. The Producer declares that, except for situation specified in par. 3.4, the Producer is in possession of copyrights and industrial property rights necessary to manufacture and sell the Product.
4. In the event of manufacturing the Product in the moulds entrusted to the Producer by the Purchaser the Parties shall specify in a contract rules of transferring copyrights and industrial property rights vested with the Purchaser in order to fulfil an order.

§ 4

1. An order shall be binding for the Producer only when it is serviced to the Producer in its written or electronic form.
2. The Producer shall not be liable to the Purchaser if an order is inaccurately or defectively prepared.
3. Producer shall be obliged to reply in a written or electronic or oral form whether an order has been accepted or declined within 3 working days from the date of receiving the order. If the Producer fails to reply within the above mentioned period, the order is deemed to be not accepted by the Producer.
4. The deadline for fulfilling the order shall be settled separately for each order placed by the Purchaser.
Producer shall be obliged to declare the deadline for fulfilling the order while confirming the acceptance. Deadline, confirmed by the Producer, means a date when the Product ordered by the Purchaser is made available to the Purchaser, pursuant to the terms of delivery specified in an offer or an order.
5. Producer shall not liable to the Purchaser for changes in the deadline for fulfilling the order, provided that they shall immediately inform the Purchaser of this fact, no later, however, than 5 working days before original deadline.
6. Producer shall not be liable for delivering the Products in the quantity different than the quantity specified in the contract, confirmed order or confirmed offer for the Purchaser. However, the differences should not exceed 10% of the contracted quantity.

7. Ownership of the Product shall be transferred to the Purchaser when they pay the price.
8. The Purchaser shall be obliged to accept the Product within a period not longer than 4 weeks from the day of making the manufactured Product available to the Purchaser.
9. In the event of refusal to accept the Product within the period referred to in par. 4.8, the Product shall be deemed to be released to the Purchaser on the first day following the last day when the Purchaser was obliged to accept the product. On this day, as well, the Producer is authorized to issue the VAT invoice to the Purchaser.
10. The Product sold pursuant to the par. 4.9 shall be passed to the Producer's deposit warehouse. The Producer is entitled to charge the Purchaser with the storage costs of the Product for each commenced month of storage, in accordance with the Producer's pricelist in force. First month means the period from the day of the sale of the Product till the last day of the month when the sale took place. Each next month is calculated as a calendar month. Producer is entitled to issue invoices for storage services for the Product within 7 days from finishing a given accounting period.
11. Current pricelist of storage services is available to the general public from the Producer and is presented to the Purchaser upon any request. The Purchaser declares that he has become familiar with the current pricelist of the Producer's storage services, and the Producer undertakes to inform the Purchaser about any changes to the pricelist in a scope important to this contract execution.
12. Storage costs are calculated as a product of the area for storing the ordered Product as for the first day of a given calendar month and current price for 1 sq. m. of storage area. The area is calculated as a product of the palette area (1200 x 800 mm) and a number of palettes on which the uncollected Product was stored.
13. Maximum period of the storage of the Product sold in accordance with par. 4.9 cannot exceed 8 weeks from the day of making the Product available to the Purchaser. After this time Producer can, at their sole discretion:
 - a) destroy the Product and charge the Purchaser with the costs of destruction,
 - b) sell the Product to the third party.
14. In the result of force majeure preventing meeting the requirements under the contract entered by the Parties, the Parties shall be held harmless and free from liability in the degree equal to the influence of force majeure upon the Party's act or default. The following circumstances are considered to be force majeure: delays in delivery or lack of delivery from the electricity or raw materials suppliers, war and war events, natural disasters (flood, fire, earthquake, etc.), and also actions beyond the control of the Party, i.e. strikes, embargos, etc. The strike of the Party's employees are not deemed as force majeure. The Parties undertake to exercise due diligence in order to remove the results of the force majeure and executing the contract. Presence of the force majeure shall not indemnify the Purchaser from the obligation to settle amounts due for the Products delivered.

§ 5

1. The moment of receiving Producer's statement on readiness to release the Product by the Purchaser shall be considered to be the moment of task performance. Producer's statement shall be submitted in oral or electronic or written form.
2. Transport and conditions of delivery of Products manufactured by the Producer shall be in accordance with the conditions presented by the Producer in their offer or order confirmation as well as INCOTERMS (INCOTERMS 2000) terms.

§ 6

1. The product sold shall be packed pursuant to the Producer's standards, and in particular cases pursuant to the Parties' agreement.
2. The product shall be packed in bulk containers in form of:
 - a) wooden palettes of 1200 x 800 mm marked with the Producer's logo,
 - b) other types of containers clearly indicated by the Producer as reusable (consumption is recorded with WZ documents).
3. The Purchaser shall be obliged to return bulk containers to the Producer pursuant to the following deadlines:
 - bulk containers collected in 1st quarter of the year – till 30 April,
 - bulk containers collected in 2nd quarter of the year – till 31 July,

- bulk containers collected in 3rd quarter of the year – till 31 October,
 - bulk containers collected in 4th quarter of the year – till 31 January of next year. Costs of the returning the bulk containers are paid by the Purchaser, except item 4.
4. Place of sale pursuant to INCOTERMS 2000 is deemed to be a place of returning bulk containers. In particular, in case of the Products' prices specified on the basis of EXW or FCA the Producer's warehouse shall be deemed as a place of returning, in case of the prices specified on the basis of DDU – the Purchaser's one (releasing bulk containers to the Producer).
 5. The Producer is obliged to present the Purchaser with quarterly balance of bulk containers on the following deadlines respectively:
 - till 15 April for the first quarter of the year,
 - till 15 July for the second quarter of the year,
 - till 15 October for the third quarter of the year,
 - till 15 January for the fourth quarter of the year.
 6. The Purchaser is obliged to confirm the balance or to include reservations in the written form within 7 days from the date of letter presented by the Producer. In the event of lack of confirmation it is deemed that the balance has been approved by the Purchaser. In the event of discrepancies the Parties are obliged to exercise all efforts to explain those discrepancies.
 7. If bulk containers are not returned on the following deadlines respectively:
 - till 30 April for the first quarter of the year,
 - till 31 July for the second quarter of the year,
 - till 31 October for the third quarter of the year,
 - till 31 January for the fourth quarter of the year,
 it shall be deemed that unreturned bulk containers are sold to the Purchaser on the day VAT invoice (referred to in the next sentence) is issued. The Producer shall issue VAT invoice for unreturned bulk containers, in accordance with the balance referred to in par. 6.5 and 6.6 within 7 days from the day when this contract requires return of containers – pursuant to par.16.2 of the Minister's of Finances Resolution of 28 November 2008 on tax refund for some of the taxpayers, issuing invoices, way of keeping them and a list of goods and services which VAT exemptions do not apply to (Journal of Laws - Dz. U. 2008, No. 212, item 1337).
 Date of payment shall be the fourteenth day from the day of issuing the invoice. Price for unreturned bulk containers shall be calculated pursuant to the Producer's current pricelist.
 8. Ownership of the bulk container shall transfer to the Purchaser at the moment of paying the price.
 9. The Purchaser declares that he has become familiar with the Producer's current pricelist. Current pricelist is available to the general public from the Producer and is presented to the Purchaser upon any request.
 The Producer undertakes to inform the Purchaser about any changes to the pricelist in a scope important to this contract execution.
 10. Each time the bulk containers which are returned shall be subject to quality and quantity commissioning. Pursuant to the regulations of the Civil Code on lending, the Purchaser is responsible for potential losses and damages of the bulk containers returned.

§ 7

1. The Producer grants 12-month guarantee for the Products. Producer's responsibility under warranty is excluded.
2. Number of faulty Products allowed is specified according to PN-0-79782 of 25 November 1996. "Unitary containers of synthetic materials - bottles" – for canisters and bottles of synthetic materials.
3. Producer shall not be responsible for damages or faults of the Product being a result of improper use of it, including storage, filling, closing and improper transportation of the Products filled. Guidelines concerning the way to use the Product are specified in Product Specification, described in par. 3.1.
4. In order to exercise guarantee rights, the Purchaser is obliged to make a complaint (concerning quantity or quality) immediately after receiving a given delivery of Products, but no later than within:

- a) 7 working days from the date of releasing the Product as regards the differences between the real number of bulk containers with the Products which was delivered to the Purchaser, and the number of bulk containers declared on the bill of lading or, in case of lack of the bill, in other document confirming the release of the Product;
 - b) 7 working days from discovering concealed defects of the Product.
5. Placing the complaint shall require the written form.
 6. Complaints concerning Products will be looked into as long as they are properly documented by the Purchaser. The Purchaser is obliged to enclose to the complaint the bill of landing or other document confirming the reception of the delivery and the control label of the transportation container from which the control sample has been taken and also giving in the complaint protocol the date of production of the Product batch in question, identification number of the bulk container, identification number of the controller and packager of the Product. Moreover, the Purchaser is obliged to retain all control labels from other bulk containers concerning the complained batch.
 7. The Producer shall be obliged to look into the complaint within 14 days from its filling, unless other period is agreed by the Parties.
 8. The Purchaser shall not be obliged to deliver the faulty Products to the Producer. In order to evaluate the legitimacy of the claim, the Producer can delegate to the Purchaser's seat people authorized in writing, having informed the Purchaser about their date of arrival. Rejection to enable people authorized by the Producer to make the site visit of the complained batch of the Product shall be treated as if the Purchaser had dropped all the claims stemming from the guarantee.
 9. The complaint accepted shall be the basis to replace the faulty Products with faultless ones or to proper price discount for the given batch of the Products. The way to satisfy the Purchaser's claims shall be decided by the Producer.
 10. In the event of replacing the faulty Product with faultless one, upon a written application of the Purchaser, the payment period for the complained batch of the Product shall be lengthened by the time of handling the complaint and delivering the fault-free Product to the Purchaser's seat, no longer, however, than by 14 days.

§ 8

1. Price due for one item of the Product shall be set by the Producer and presented to the Purchaser in the written or electronic form as an offer. Offer confirmed by the Purchaser or the order placed by them in a written or electronic form is understood as the acceptance of the Producer's offer.
2. In particular the offer presented by the Producer contains information about the currency of the price, delivery terms according to INCOTERMS 2000, period the offer is binding, and terms and conditions of payment.
3. 3. If there is no detailed indication referred to in par. 8.2 the following should be assumed: currency – PLN, delivery conditions – EXW Producer's warehouse, the period the offer is binding: 14 day.
4. Every time there are monetary amounts mentioned they are net amounts, i.e. amounts without VAT tax. To those amounts each time VAT tax is added in accordance with rate in force on the day of invoicing.
5. Till the moment order fulfilment is confirmed the Producer reserves the right to change the price, due to an increase of the production costs or an increase of costs raw materials and materials in particular.
6. Price for each batch of the collected Product shall be paid by wire transfer to the Producer's bank account indicated in a VAT invoice, in currency and time accordant to the offer.
7. If the prolonged payment period is granted to the Purchaser by the Producer the limit of credit is 20.000 PLN gross (say: twenty thousand zlotys) is applicable. The Purchaser may apply to the Producer to increase the limit. If the credit limit is increased, the Producer confirms the height of the increased limit in the written form and has a right to demand from the Purchaser an additional security of their solvency.
8. In the event of the default in payment or overdraft of the credit limit by the Purchaser, the Producer shall have the right to withhold deliveries of the Product till the moment all payments resulting from the default are paid by the Purchaser.
9. Date of payment shall be deemed to be the date when the given amount reaches the Producer's bank account, specified in the VAT invoice.

10. If the prolonged payment period is granted the Producer shall be able to demand securities of payment in a form agreed with the buyer. The Purchaser shall be able to set off their receivables towards the Producer only with the Producer's permission, it can take place without permission only when the receivables result from the same legal relationship, are undisputed and had been recognized by the Producer in the written form in a way not raising any doubts or adjudged by the binding court sentence.
11. The Purchaser is obliged to inform the Producer about each change of details necessary to issue the VAT invoice.
12. If the Purchaser has their official seat outside the territory of Poland it is assumed that the Parties shall carry out cross-border transaction. Otherwise the Purchaser is obliged to immediately inform the Producer about the character of the transaction carried out.
13. The Producer reserves their right to assign all the Purchaser's receivables, to which they are entitled, to third parties without Purchaser's permission.

§ 9

1. GTCS shall become binding on 1 December 2009.
2. The Producer's responsibility for non-fulfilment or improper fulfilment of the contract shall be limited to the value of the faulty Products, unless the damage was consciously made by the Producer.
3. The Purchaser declares that the people appointed to place orders on Purchaser's behalf have been properly authorised.
4. In matters not regulated in GTCS no other general terms of the contract shall be applicable, unless the Parties agree, in a written form, to apply them. In matters not regulated in GTCS potential general terms of the Purchaser's contracts shall not apply.
5. The Parties undertake to inform each other about change of their registered seat and other important changes.
6. In the event the requirement under item 5 is not met the communications serviced to the address specified in the contract or in the last received information about its change shall be deemed to be properly serviced.

§ 10

1. All litigations between the Producer and the Purchaser being a result of non-fulfilment or improper fulfilment of the contract shall be first settled during negotiations.
 2. Negotiations, referred to in item 1, are initiated by a written notice to settle the litigation amicably, issued by one of the parties. The notice shall be sent as a registered letter against confirmation of receipt. In the notice the Party is obliged to indicate their claim and a way proposed to settle the litigation amicably. In the event of not reaching the settlement within 14 days from the day of sending the notice to the other Party, each of the Parties shall be able to institute legal proceeding before the Court at the seat of the Purchaser.
 3. Polish law is applicable for the sale contracts entered between the Producer and the Purchaser.
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