

GENERAL CONDITIONS OF SALE

impress decor Polska Sp. z o.o. [Ltd.]

ARTICLE 1. GENERAL TERMS, DEFINITIONS.

1.1 The above General Terms of Sale of “Impress décor Polska” Sp. z o.o. [Ltd.] pursuant with art. 384 of the Civil Legal Code, have been approved by both Parties hereto, are valid and binding to the said Parties and unless agreed otherwise, constitute the content of the Sales Agreement.

1.2 Unless not specified otherwise, the expressions used in the following terms and conditions shall have the following meaning:

- a)** GCS – the above General Conditions of Sale,
- b)** Sales Agreement – an agreement, the object of which is a sale of Products entered into between the Seller and the Buyer based on an Order placed by the Buyer and accepted by the Seller pursuant with the above GCS,
- c)** Seller - „Impress decor Polska” Sp. z o.o. with principal offices located at ul. Handlowa 1, 19-300 Ełk, Poland entered into the Registry of Entrepreneurs by District Court in Olsztyn, the VIII Division of Commerce of the National Court Registry under entry no.: KRS 243051, NIP [Tax Identification Number]: 848-15-49-990, REGON [Company Id number] 811223100, founding capital: 2, 510,000 PLN.
- d)** Buyer – entity placing an Order, being a Party to the Sales Agreement,
- e)** Products - means goods named and described in detail, as to all the essential features and parameters in the Product Documentation and delivered to the Buyer pursuant with the Order and the GCS,
- f)** Purchase Order – means an order for the sale of Products placed with the Seller by the Buyer pursuant with the above GCS.
- g)** Products Documentation – documentation containing a detailed description of all relevant parameters and characteristics of the Products, in particular the technical, technological, quality description of Products along with technical specifications, matrixes, samples, components and Intellectual Property rights,
- h)** Intellectual Property Rights – means any and all protected within the territory of the Republic of Poland and abroad forms of intellectual property pertaining to Products including copyright and related rights, trade marks, patents, utility models, industrial designs, know-how related to Products and the production process thereof, including Products manufactured or delivered by other entities of the Seller’s capital group,
- a)** Price list – a list of Product prices binding to the Parties hereto,
- b)** Weight – weight of the Product set in the Price List for the purpose of calculated the price of the Product according to the following formula: Product net weight (less packaging) is equal to the Product’s gross weight (with packaging).

1.3 The above GCS apply to all Sale Agreements, and all offers submitted by the Buyer to the Seller, as well as all submitted by the Seller to the Buyer calls for filing for tenders and Purchase Orders, pertaining to the execution of the Product Sale Agreements.

1.4 The Seller shall be entitled to modify, alter the above GCS or exclude some of the provisions herein from being executed. Changes in GCS shall be binding to the Buyer from the date of the submission to the Buyer of the aforesaid in the same form and in the same mode, in which the above GCS were submitted to the Buyer.

1.5 In an event of a divergence between the content of GCS and the context of the Sales Agreement or detail annexes the aforesaid Agreement, the context of the Agreement shall take precedence before the GCS and next will be the detailed annexes.

1.6 The above exclusively excludes any and all references to the general conditions of the Buyer.

1.7 Where, in international business Sales Agreement, INCOTERMS shall be agreed upon, then the provisions of these General Conditions of Sale in part or entirely contradicting the set terms of the INCOTERMS shall take precedence unless the Parties hereto shall agree to otherwise.

1.8 The content of the above GCS has been published on the Seller’s website www.impress.biz.

ARTICLE 2. CHARACTERISTIC OF THE PRODUCT(S).

Characteristic of the Product(s) is defined in Product Documentation.

ARTICLE 3. PURCHASE ORDERS

3.1 The sale of Products shall take place exclusively on the basis of Purchase Orders placed with the Seller by the Buyer as defined in Article 3.2 and 3.3 above.

3.2 Purchase orders will be placed by the Buyer in writing or by fax.

3.3 Orders shall be executed under the provision that the Seller shall confirm receipt of the Purchase Order within 7 (seven) business day from the date it is delivered pursuant with the requirements agreed upon in Article 3.2 above. In an event, the Seller will not be able to execute the Purchase Order due to lack of the Product assortment ordered or for other reasons, then the Seller shall inform the Buyer of the aforesaid fact in writing or by fax in order to make appropriate correction on the Purchase Order. Provisions contained in Article 3.2 and 3.3 herein shall be applied in correcting a Purchase Order.

3.4 The Purchase Order shall define the type of packaging in which the Product shall be delivered. Where the Buyer fails to indicate the type of packaging, the Products shall be delivered in standard form packaging or loose without packaging if it is thus commonly accepted.

3.5 Deliveries of Products will be carried out in one shipment or in partial shipments according to the schedule specified in the Purchase Order. The date of delivery of the Products in a single shipment shall be the date specified on the Purchase Order and confirmed by the Seller. In an event of partial deliveries, the date of delivery of the Products will be the date specified in the schedule specified on the Purchase Order and confirmed by the Seller.

3.6 In an event the delivery of the Products, in its entirety or as partial deliveries, cannot be completed on time, then the Seller is hereby obligated to and shall notify the Buyer of this fact and set a new delivery date with the Buyer. Should a new delivery date not be set by both Parties, the Purchase Order shall be considered as cancelled.

ARTICLE 4. PRODUCT DELIVERY

4.1 Unless not agreed otherwise, the handover of the ordered Products and the receipt thereof by the Buyer shall take place at the Seller’s warehouse located in 19-300 Ełk, Poland at ul. Handlowa 1 [Street].

4.2 The document confirming the delivery of the Products to the Buyers shall be an Internal Receipt Invoice (Shipment Specification) signed by an authorized representative of the Buyer or the driver of the shipping vehicle and by an authorized representative of the Seller and the said document shall contain the following information:

- a)** Purchase Order number,
- b)** specification of Products according to the Purchase Order,
- c)** symbol PKWiU i stawkę podatku VAT, PKWiU [Polish Qualification of Goods and Services] symbol and VAT tax rate,
- d)** price,
- e)** production date. The date of Products delivery shall be the date of the signing of the Internal Receipt Invoice.

4.3. Transference of any and all risks and costs relating to the Products shall take place at the moment of the receipt of the Products confirmed by the signature of an authorized representative of the Buyer of the shipment driver as well as an authorized representative of the Seller on the Internal Receipt Invoice (Shipment Specification) as defined in Article 4.2 above.

4.4. Unless Parties do not agree otherwise, the delivery of the Products shall take place based on the Incoterms 2000 FCA terms – place of delivery for the shipper – the Seller’s warehouse located in 19 300 Ełk, Poland at ul. Handlowa 1 [Street] or CPT place of delivery for the shipper the Seller’s warehouse located in 19-300 Ełk, Poland at ul. Handlowa 1 [Street] as per the choice of the Buyer indicated on the Purchase Order.

4.5. Transfer of the ownership of the Product unto the Buyer shall take place at the moment of payment of the price for the Products to the Seller as well as any and all obligations related to the execution of the Purchase Order.

ARTICLE 5. OVER AND UNDER DELIVERIES.

The Parties agree that over- or under-deliveries of up to 10% of the amount ordered shall not constitute a defect and shall not give rise to a complaint. In the case of the supply of paper products made to order below 3,000 kg, this percentage shall increase to 20%.

ARTICLE 6. PRICES – TERMS OF PAYMENT

6.1 Products shall be sold to the Buyer at prices defined in the Price list valid on the date of sale.

6.2 The Seller reserves the right to change the selling prices of the Products as given in the Price list. The Seller shall inform the Buyer about a change in prices, each time such a change occurs, in writing with a 30 (thirty) day notice. In an event of a price change, the Seller shall submit to the Buyer a valid price list, which shall be equivalent with the change of prices of the sold Products by the Seller based upon the Sales Agreement.

6.3 A VAT tax shall be added to the prices of the Products indicated in the Price list, in the amount in force on the delivery date of the Products.

6.4 The granting of a rebate or discount in prices shall be by written agreement only between the Parties of the Sales Agreement.

6.5 Unless Parties do not state otherwise in writing, the payment for the delivered Products shall be payable within 30 (thirty) days from the date of signing of the Internal Receipt Invoice (Shipment Specification) by both Parties pursuant with Article 4.2. above.

6.6 The Buyer shall only be entitled to offset amounts of payment due to the Seller with obligations of the Seller to the Buyer ensuing from the Sales Agreement if its claims ensue from the Sales Agreement and are formally set by legal enforced decision of the courts or another institution authorized to settle disputes or have been recognized by the Seller.

ARTICLE 7. ACCOUNT SETTLEMENT DOCUMENTS

7.1 An account settlement document shall be a VAT invoice issued according to the actual status and generally enforced tax regulations.

7.2 A copy of the Internal Receipt Invoice (Shipment Specification) shall be enclosed with the VAT invoice confirming the receipt of the Products.

7.3 Any and all payments shall be made in a non-cash payment form, through a bank transfer to the bank account of the Seller as indicated on the VAT invoice. The date of payment shall be the date on which the payment monies shall be received in the Sellers bank account.

ARTICLE 8. SELLER'S WARRANTY

8.1 The Seller hereby guarantees that the Products sold will be in accordance with Product Documentation and the Purchase Order.

8.2 The quality of the Products delivered to the Buyer shall meet the requirements defined in the generally enforced regulations of Polish law.

8.3 The given guarantee is the single and only liability of the Seller for defects in the delivered Products regardless whether the said liability ensues from the above Agreement, prohibited act and/or whether the liability pertains to damages or losses shall be related to defects of goods or caused by the defects of the goods. The Seller shall not be held liable in a different scope, even if the extended liability shall be a result of applied during the sale conditions, declarations, the Buyer's guarantee or other similar types of actions or declaration causing the extension of liability whether it be based on a statute or any other legal basis.

8.4 The Parties hereto exclude in its entirety a warranty for defects of the Products as defined in regulations of the Civil Legal Code, including in art. 609 of the Civil Legal Code.

ARTICLE 9. COMPLAINTS

9.1 The Buyer shall be entitled to file complaints pertaining to the quantity and quality of the delivered Products by no later than within the following time periods:

a) in an event of complaints pertaining to the quantity of Products being inconsistent with the received Purchase Order – within 7 (seven) days from the date of signing the Internal Receipt Invoice (Shipment Specification), pursuant with Article 4.2.,

b) In an an event of complaints pertaining to inconsistency with Article 8 of Product quality – within 21 (twenty one) days from the date of signing the Internal Receipt Invoice (Shipment Specification), pursuant with Article 4.2.,

c) The formal complaint form will be forwarded by the Buyer to the Seller by regular mail, fax or electronically by e-mail within the restricted above time period for filing complaints. The Seller shall review the complaint filed by the Buyer within 21 (twenty one) days from the date of receiving the formal complaint form about which he will inform the Buyer, within the above said time period, by regular mail, fax or electronically by e-mail.

9.2. In an event of accepting the complaint, the Seller shall supplement quantity inconsistencies or replace the Product with quality defects with a defect-free Product by delivering to the Buyer during the execution of the next Purchase Order additional number of Products based on the approved complaint.