

TERMS AND CONDITIONS OF SALE

1 General

1.1 These Terms and Conditions shall apply to all contracts for the sale and supply of Products by Resource Polska to the Customer and shall prevail over any additional or conflicting communication, term or condition of the Customer. Acceptance of delivery of any Product shall be deemed conclusive evidence of the Customer's acceptance of these Terms and Conditions. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Resource Polska.

2 Ordering

2.1 All orders for Products shall be deemed to be an offer by the Customer to purchase Products pursuant to these Terms and Conditions and are subject to written acceptance by Resource Polska. Resource Polska may choose not to accept an order for any reason.

3 Product Quality

3.1 Product quality, specifications, appearance and properties shall be governed by Resource Polska relevant Technical Data Sheet as the same may be revised from time to time it being understood and agreed that the information contained therein may be average or approximation values and that deviations in quality, specifications, appearance and properties may vary on a batch-by-batch production basis.

4 Product Quantity

4.1 Product quantity shall be determined by Resource Polska measurement equipment at Resource Polska designated shipping point, unless proven to be in error. No claim will be made for any proven measurements confirming such an error if less than 3% of the quantities measured by Resource Polska.

5 Title and Risk of Loss

5.1 Unless otherwise agreed in writing title to Products and all risk of loss shall pass from Resource Polska to the Customer at the time and place of Resource Polska delivery of Products to the Customer, EXW Incoterms 2010, notwithstanding that Resource Polska to the extent permitted by law retains rights of possession and repossession to ensure collection of the purchase price thereof. The Customer shall be solely responsible for insuring Products after delivery to the Customer, EXW Incoterms 2010.

6 Limited Warranty

6.1 Except as otherwise set forth by an applicable public statutory provision, the sole warranty given by Resource Polska to the Customer regarding any Product shall be that written warranty, if any, which shall accompany such Product or which shall otherwise be designated in writing by Resource Polska as applicable to such Product, as the same may be revised by Resource Polska from time to time. Except as expressly so warranted, Resource Polska hereby disclaims all warranties, express, statutory or implied, applicable to the Products including, but not limited to, any warranty of merchantability, design, and/or fitness for a particular purpose. Any determination of the suitability of the Products for the use contemplated by the Customer is the Customer's sole responsibility.

7 Limitation of Liability

7.1 In no event will Resource Polska be liable to the Customer for any lost or prospective profits, indirect, incidental, consequential, special, exemplary or punitive damages, including, without limitation, lost earnings, lost profits or business interruption, whether or not based

upon Resource Polska negligence, breach of warranty, strict liability, in tort or any other cause of action. The Customer's exclusive remedy against Resource Polska for any cause of action, including for failure to deliver or late delivery, is limited to replacement of the non-conforming Product if Product acceptable to the Customer is available to Resource Polska from its manufacturing facilities; or if Product is not delivered or delivered late or is not so available in Resource Polska determination, refund to the Customer the portion of the purchase price attributable to such non-conforming Product or to such undelivered or late delivered Product (subject to return of late delivered Product as a condition of such

refund). In no event shall Resource Polska cumulative liability exceed the price of Products sold which was the direct cause of the alleged loss, damage or injury.

8 Delivery

8.1 Resource Polska shall deliver Products in accordance with the delivery schedule set out in the order confirmation or invoice. In the event of successive deliveries of Products ordered each delivery shall be considered a separate sale. The Customer is not entitled to, at delays of part deliveries or defaults or deficiencies in part deliveries, terminate the entire agreement.

8.2 In case that an agreed delivery date cannot be met or delays seems likely to occur Resource Polska shall without undue delay inform the Customer hereof in writing including the reason for the delay and state a new delivery date when delivery can be estimated to take place.

8.3 In case delays due to force majeure or reasons attributable to the Customer, delivery dates shall be prolonged with a time that, taking all circumstances into account, seems reasonable.

9 Payment

9.1 All prices are set exclusive of VAT. Unless otherwise specified in the order confirmation or agreed in writing, payments shall be made within 14 days from date of invoice. In the event of late payments Resource Polska is entitled to late payment statutory interest. Resource Polska reserves the right to suspend performance if the Customer is in default of payment in respect of any earlier delivery.

10 Force Majeure

10.1 Circumstances beyond Resource Polska control such as e.g. labour disputes, fire, war, acts of terror, decisions by public authorities, major production plant disturbances, lack of deliveries from subcontractors or of raw materials, currency restrictions or lack of transportation (without limitation), constitutes grounds for Resource Polska to suspend performance of any contract for the sale and supply of Products during the occurrence of such an excusable delay.

10 Law and Venue

10.1 These Terms and Conditions and all contracts for the sale and supply of Products by Resource Polska to the Customer shall be construed in accordance with, and governed by, the laws of the Republic of Poland, without regard to conflicts of law provisions. Unless otherwise agreed in writing, any dispute arising out of the same shall be submitted to the exclusive jurisdiction of a competent Court at Resource Polska venue in the first instance (without restricting any rights of appeal).