

**GENERAL TERMS AND CONDITIONS OF PURCHASE**

being in force in the company Unirubber Ltd.

**1 GENERAL PROVISIONS**

1.1. These General Terms and Conditions of Order apply to orders placed by the Company Unirubber Ltd., hereinafter referred to as the "Ordering Party" and relate, respectively, to purchase and sale or supply of raw materials, materials, packaging materials, parts, prefabricated units, products or devices, hereinafter referred to as "goods", by the entity hereinafter referred to as the "Supplier".

1.2. Unirubber's Order Number should be quoted in the notice of delivery, invoice, shipment proof, the acceptance report and all other documents of the transaction.

1.3. The admission to the performance of each order should be confirmed in writing by the Supplier within 3 days since the date of its receipt. As a written confirmation shall be considered a paper document, fax or e-mail, and in justified cases, it may also be a telephone confirmation, sent or passed on by the Supplier to the Ordering Party. Signing an order means accepting these Terms and Conditions of Purchase. No written confirmation by the Supplier in the above mentioned period will be treated by the Ordering Party as the Supplier's tacit acceptance of the order to be performed under the terms and conditions specified in and complying with the General Terms and Conditions of Order.

**2 DELIVERY TIME**

2.1. Delivery dates shall be those specified in the order and mean the date of delivery of the goods to the place specified in the order of delivery. These dates must be strictly observed.

2.2. In the case of endangering the delivery date, the Supplier shall provide in writing the expected period of the delay and its causes. The lack of the above information or providing information from content of which it appears that the supply cannot be completed on time, may constitute the basis of the Ordering Party's withdrawal from the order with the consequences of point 2.3. of these General Terms and Conditions of Purchase.

2.3. The Ordering Party reserves the rights to withdraw from the whole or part of the order not performed within the time specified in the order without the obligation to pay any compensation. At the same time the Ordering Party reserves the right to seek compensation from the Supplier for improper performance of the order under the general principles set out in the Civil Code and reimbursement of costs incurred for the substitute order performance.

**3 CONDITIONS OF SUPPLY**

3.1. The ordered goods will be delivered by the Supplier to the place specified in the order. The delivery may be rejected if it is not accompanied by a delivery document issued by the Supplier, which contains the order number, specification of the goods shipped, quantity, details of packaging, weight and place of acceptance, and approvals, certificates and guarantee cards if they are specified in the order.

3.2. The Supplier is liable for damages resulting from any delay, loss or damage caused by improper labeling, packaging or shipping identification.

3.3. The delivery of ordered goods shall be deemed as performed with respect to the fulfillment of the terms and conditions of delivery and passing of the risk of accidental loss or damage to the goods from the Supplier to the Ordering Party at the time of non-defective, documented receipt of the goods by the Ordering Party at the agreed place.

3.4. The Ordering Party is authorized to return any shipment delivered before the date of delivery to the Supplier at the Supplier's cost and risk or to charge him with the relevant costs of storage. The risk of damage to or loss of the goods burden the Supplier.

3.5. The Supplier will accept the responsibility for non-performance or improper performance of the order in the form of liquidated damages in the following cases and amounts:

3.5.1 for the withdrawal from the order by the Ordering Party for reasons attributable to the Supplier or by the Supplier for reasons beyond the control of the Ordering Party - 10% of the value of the order object;

3.5.2 for the delay in delivery in the amount of 0.6% of the order value for each day of the exceedance, this also applies to intermediate deadlines;

3.5.3 for the delay in removal of defects found upon the receipt of the order object or within the period of guarantee and warranty for defects in the amount of 0.4% of the order value for each day of delay calculated from the lapse of the period prescribed by the Ordering Party to remove the defects.

3.6. The Ordering Party has the right to deduct calculated penalties from the Supplier's remuneration.

3.7. In the case of delay of the performance of the order object by the Supplier or non-performance of the obligation by the Supplier referred to in Section 2.2 of the General Terms and Conditions of Purchase, the Ordering Party may - without giving up the rights to charge liquidated damages and of supplemental compensation - use one or more of the following rights:

3.7.1 demand to perform the order in whole or in part;

3.7.2 make a purchase from another supplier, at the expense and risk of the Supplier;

3.7.3 withdraw from the order for reasons attributable to the Supplier, without setting an additional date, upon written notice to the Supplier.

3.8. Unless the liquidated damages cover the incurred damage, the Purchaser may claim supplemental compensation according to the generally applicable rules.

#### 4 GUARANTEE AND WARRANTY

4.1. The performance of the order by the Supplier will provide the guarantee and warranty for the goods delivered. The guarantee period and liability are in accordance with the provisions of the Civil Code.

4.2. The Ordering Party shall notify the Supplier of found defects of the delivered goods. The defects found upon the receipt and within the guarantee period will be removed by the Supplier within the period prescribed by the Ordering Party.

4.3. The Ordering Party reserves the rights to return all defective goods at the expense of the Supplier or to demand their replacement.

4.4. The Supplier shall undertake all necessary measures to ensure the replacement or repair of the defective goods at his own expense and with due diligence. Unless the Supplier

removes the notified defect within the prescribed period, the Ordering Party may remove the defect as a substitute of the Supplier, at his expense, after a prior written notice to the Supplier. The foregoing is without prejudice to the Ordering Party's rights in the scope of liquidated damages, supplemental compensation and withholding the payment of the Supplier's invoices, as well as it does not relieve the Supplier from the liabilities under the guarantee.

4.3. The Supplier shall provide the Ordering Party, no later than on the date of the delivery of the order object, with the guarantee card.

4.4. Irrespective of the rights under the guarantee, the Supplier shall be liable to the Ordering Party under the warranty in accordance with the provisions of the Civil Code.

## 5 PRICE

The prices in the order are fixed and not subject to change and include goods delivered to a specified place of delivery as agreed in the goods order.

## 6 OBJECT OF SUPPLY

The object of delivery must be made in accordance with the content of the order, the applicable standards and regulations, for which the Supplier will provide necessary documents, approvals, certificates together with the delivery of purchased goods.

## 7 PAYMENT CONDITIONS

Under the condition of the compliance of the delivered goods and invoices with the specification and clauses of the order, the payment will be made by the Ordering Party in the form of transfer or pre-payment to the Supplier's account indicated on the invoice, in a prescribed period from the date of delivery of the invoice to the registered office of the Ordering Party.

## 8 CONFIDENTIALITY

8.1. Any information arising directly from these General Terms and Conditions of Purchase, as well as information obtained by the Supplier in connection with the performance of the order, including, in particular, all organizational, commercial and technical information concerning the Ordering Party and not made available to the public, will be considered by the Parties as confidential and, as such, will not be disclosed to third parties. This obligation does not apply to situations in which the obligation to provide information results from the mandatory provisions of the law.

8.2. In particular, the Supplier commit themselves to treating information as confidential, which concern the volume of trade exchange, applied prices, discounts, product specifications, logistics agreements, technology data, under pain of withdrawal by the Ordering Party from the order for the reasons attributable to the Supplier.

8.3. The Supplier declares that he will not use confidential information for purposes other than those for the performance of the order and that this information will be adequately protected due to its confidential nature. The obligation to keep such information confidential shall remain in force after the performance of the order and may be waived only in writing, under pain of nullity, with the consent of the Ordering Party.

## 9 ADDITIONAL PROVISIONS

9.1 In the event of extending the scope of an order, the Supplier will provide additional goods or parts on commercial conditions applicable to the performance of the order (unit prices, discount).

9.2. The Purchaser reserves the right to return a part of the order object and limit its scope. The possible return of a part of the order object or limitation of its scope will follow after the application of the unit prices adopted at the performance of a given order.

9.3. The Supplier shall release the Ordering Party from any liability for any claims of third parties in connection with the goods, parts and materials supplied on the basis of a patent, license or proprietary designs. In the case of proceedings run in respect of such claims, the Supplier shall provide the Ordering Party with a direct defense at their own expense.

## 10 DISPUTES

In the matters not governed by these General Terms and Conditions of Purchase shall apply the relevant provisions of the Civil Code. In the event of a dispute concerning the interpretation or performance of the order and these General Terms and Conditions of Purchase which the parties are unable to resolve amicably, the competent authority shall be the District Court competent for the Ordering Party's registered office.

## 11 FINAL PROVISIONS

11.1. Without the prior written consent of the Ordering Party, the Supplier shall not be entitled to transfer to another person or burden the rights arising from the order performance.

11.2. These General Terms and Conditions of Purchase are an integral part of an order placed by the Ordering Party at the Supplier. In the case of inconsistencies or discrepancies, the content of the order is deciding.

11.3. Any changes or additions to the General Terms and Conditions of Purchase must be made in writing to be valid.

Zielonka on 07.05.2014