

**GENERAL TERMS OF SALE OF GOODS
BY IOW TRADE Ltd. 03/2009**

A. GENERAL PROVISIONS

1. These general terms of sale are applicable to contracts, the object of which is the sale of goods by IOW TRADE Ltd., with its seat in Warsaw [hereafter called: IOW], for the benefit of any entity purchasing goods for purposes connected with its economic activity [hereafter called: the Buyer].

2. The general terms of cooperation presented by the Buyer are not binding for IOW, even if they were not expressly rejected by IOW, if IOW cannot reconcile them with these general terms of sale.

B. CONCLUSION OF THE CONTRACT

1. The basis for concluding a contract of sale of goods is a written purchase order issued by the Buyer and delivered to IOW. The purchase order must include the Buyer's data, detailed information about the ordered product within the scope necessary to identify it, and data related to the conditions of performing the order which are desired by the Buyer.

2. The purchase order can be issued on the basis of a written offer submitted to the Buyer by IOW or catalogues and price lists issued by IOW.

3. In every case, the submitted purchase orders are not binding for IOW, while lack of an answer shall not mean a tacit acceptance of the order. Acceptance by IOW of the purchase order for realization requires a written confirmation by IOW. In every case when IOW accepts the purchase order with reservations, the Buyer is bound by the content of these reservations.

4. The purchase order confirmation issued by IOW is a document that confirms conclusion of a contract according to the conditions included in this confirmation.

5. The Buyer has the right to resign from the purchase order within 3 days from the date of receiving a confirmation from IOW. After the elapse of this time, the Buyer cannot withdraw from the contract. A resignation can be regarded to be effective only if it maintains the same form as the submitted purchase order.

6. Prepayment indicated in confirmation is number as part of price. In case of cancel agreement by Buyer prepayment is number as penalty for non-performance of contract. IOW reserves the right to prosecute a claim higher than penalty.

C. PRICES

1. The price of goods indicated in the offers, catalogues and price lists issued by IOW is quoted in EURO or USD. Prices include all costs related to production and delivery of goods from the producer to IOW's warehouse.

2. If the documents or settlements between the parties do not explicitly say whether the rates (prices) are net or gross values, they shall always be regarded to be net amounts, and taxes shall be added to them (especially VAT) in the amount obligatory at the given time.

3. Prices stated herein or in Buyer's order are based on present costs. Such prices are subject to increase by IOW at any time prior to delivery in respect of all or any portion of the products on order to the extent necessary to cover increased costs owing to circumstances beyond IOW control.

4. The Buyer is obliged to pay for the goods the price stated in the sales invoice.

5. Prices are valid for the agreed quantities of sold goods and standard transport fees.

6. In cases when smaller quantities are sold or when express shipments occur, prices shall be agreed individually.

7. IOW reserves the right to change prices in the case of any unexpected changes in customs or tax regulations that influence the costs of importing the ordered goods.

D. PURCHASE ORDER TIME LIMIT, RECEIPT OF GOODS

1. The time limits for performing the order provided in offers, catalogues and confirmations of purchase order acceptance issued by IOW are approximate and may be subject to changes.

2. IOW is not liable for any losses or damages caused by delays in realization of the purchase order caused as a result of circumstances independent from IOW, including, among other things: delays in production and delivery by an entity which acts as the supplier of the ordered goods for IOW, adjustments to regulations and instructions of state bodies, acts of force majeure, actions or omissions by the Purchaser, strikes, closing down of a plant, etc.

3. IOW reserves the right to withhold realization of the purchase order in every case in which the Buyer does not collect the ordered goods within the agreed time limit or when the Buyer has not acquitted himself of his financial obligations resulting from earlier orders, has surpassed the credit limit determined by IOW, or did not meet all the requirements stated in the confirmation of the purchase order (including prepayments, bank guarantees, etc.).

4. Delays in performing the purchase order due to the above mentioned circumstances do not entitle the Buyer to withdraw from the contract.

5. The place of receiving goods is IOW's warehouse. Within this scope, the Ex Works formula (Incoterms 2000) is applied, according to which IOW is obliged to put the goods at the Buyer's disposal in the place of distribution, without assuming any risk, covering any additional costs of transport or loading. IOW shall inform the Buyer about the time limit and place of putting the goods at his disposal. The goods remain at the Buyer's disposal for the time of 3 days. After this time limit, IOW, at its own discretion, is entitled to send the goods to the Buyer at his expense and risk or to calculate the costs of storing. In every case, the sales contract becomes effective on the last day of

the period on which the goods remained at the disposal of the Buyer, and on that day IOW has the right to issue an invoice.

6. In a case in which the parties agree on a different place of receiving goods than IOW's warehouse and, at the same time, the Parties do not agree other conditions of accounting for the costs of transport, the sales price shall be increased by the costs connected with delivery of goods to the place, indicated by the Buyer. If IOW does not receive specific dispatch instructions from the Buyer, dispatch shall take place at the discretion of IOW.

7. In every case of departing from the rule of receipt from IOW's warehouse, the Buyer assumes the risk and covers the costs connected with the receipt of goods.

E. PAYMENT TERMS

1. The Buyer is obliged to pay the sales price within the time limit determined in the invoice, unless IOW reserves the right to other conditions regarding payments.

2. Payment is made by the Buyer for the benefit of IOW as indicated in the invoice.

3. Buyer is obliged to cover all fees of his bank and banks corresponding to his bank.

4. The date of payment is regarded to be the date when the payment is received in IOW's bank account.

5. With reservation to commonly binding regulations, contractual interest is due for a delay in payment to IOW in the amount of 0.10% of the sales price for every day of the delay.

6. If there is a justified concern that the Buyer might not fulfil his contractual obligations, IOW has the right to make distribution of goods dependent on prior payment of the due amounts or presentation of appropriate guarantees or securities. IOW can also, in such a case, request immediate payment of all financial obligations of the Buyer towards IOW, regardless of whether their final date of payment has already come. The provision of this point 5 does not divest IOW of the right to withdraw from the contract.

7. IOW reserves the right to change the price in PLN, if the average exchange rate of the currency changes by 2 or more percent from the time of issuing the invoice until the time of receiving the amount due on the account of IOW.

8. In the case of sales with deferred payment, the Buyer is obliged to present IOW his registration documents (current copy of the extract from the National Court Register or a certificate of entry in the register of economic activity, tax registration number and make available information related to his current financial standing.

F. CREDIT LIMIT

1. The credit limit is the maximum sum of open (unpaid) invoices issued for the Buyer.

2. The credit limit is determined individually for the Buyer.

3. If the next, coming sales of goods shall cause that the credit limit granted for the Buyer by IOW to be surpassed, the Buyer is obliged to pay immediately the amount above the credit limit, even when the time limit of payment for the previous invoices has not come.

G. RESERVATIONS OF PROPERTY RIGHTS

1. IOW reserves itself the right of property to goods and documentation that belongs to these goods (manuals, drawings, etc.) by the time when the Buyer pays the sales price.

2. The Buyer is neither entitled to make any transfers of property rights to goods nor to burden them with any rights of third persons before paying the sales price. The Buyer cannot also administer any fixtures.

3. All property rights, rights of industrial ownership, both registered and unregistered, related to/ connected with goods, without geographical limitations, are owned by IOW (or its licensor).

H. WARRANTY

IOW provides the Buyer a warranty for the sold goods. Warranty conditions are defined in a separate document, delivered to the Buyer together with the VAT invoice.

I. IMPLIED WARRANTIES AND RESPONSIBILITY FOR DAMAGES

1. Any liability arising from implied warranties is excluded in relation to goods sold by IOW, and the Buyer permits it irrevocably and unconditionally.

2. Within limitations of the binding act of law, the responsibility of IOW for any damages resulting from either not performing or underperforming the contract is excluded.

3. IOW is not liable for the purpose which is served by the goods distributed to the Buyer.

J. FINAL PROVISIONS

1. These general terms of sales and the contract concluded on their grounds are subject to the law binding in the Republic of Poland. The general terms of sale are applicable to every sales contract concluded by IOW, unless something else is implied from written settlements between the Parties.

2. A statement with the affixed signature of one of the Parties, including a fax print-out, is regarded to constitute a written form.

3. All disputes that might arise from the execution of this contract shall be in the first place settled by the Parties in negotiations. If negotiations fail, each Party - within one month from the date of ending negotiations - can bring an action to the court appropriate for the seat of IOW.