

**General terms and conditions of sale of P.P.H REWA (hereinafter referred to as "REWA")**

1. These General Terms and Conditions of Sale (hereinafter referred to as the "Terms") apply from 1 October 2012 and constitute a material element of the agreement within the meaning of Article 66(1) of the Act of 23 April 1964 the Civil Code.
2. The contract is deemed as concluded provided all material terms of the agreement have been agreed by Rewa and the Buyer in writing and signed by authorized representatives of both parties. An exchange of content including statements of will by e-mail or fax is also considered to be written form provided that it is submitted by authorized representatives.
3. Any contract of sale, supply of goods or merchandise or other legal action under which REWA supplies such goods or merchandise to the Buyer consists of an offer, order, order confirmation, and these terms and conditions. These terms in whole or in part apply to contracts concluded under the procedure described above, unless otherwise indicated in the order confirmation. Any changes to the contracts concluded under the procedure described above should be made in writing with the signatures of both parties in the form of an annex to the contract or a separate contract.
4. The price indicated on the order confirmation, unless otherwise specified, includes packaging and transportation to the place of unloading. The price is expressed in the Polish currency or EUR and USD and the payment date is 14 days from the invoice date, unless otherwise specified in the contract.
5. The guarantee for goods is granted only if it is expressly stated in the contract and under the terms set forth therein.
6. Reporting defects:
  - quantitative defects should be reported promptly upon receipt, but not later than within 3 calendar days of receipt.
  - qualitative defects should be reported within a period not exceeding the standard procedure for testing the chemical or physicochemical properties of the goods (conducting tests or analyses) and not later than within 21 days from the date of delivery.REWA shall be liable only for the defects reported in the manner indicated above and if it considers the complaints to be justified. REWA will process your complaint within 30 calendar days of its submission. Complaints should be submitted in writing in the manner indicated in paragraph 2 of these Terms. The warranty is excluded unless otherwise stated. If the complaint is accepted, the Buyer shall be entitled to demand that the defective goods be replaced with defect free ones or that the price be reduced.
7. If the terms of the contract do not specify the terms of delivery, it is assumed that the Buyer is obliged to collect the goods with his own transport from the premises of REWA. The risk of damage or destruction of the goods passes to the Buyer at the time of handing over the goods to the carrier at REWA warehouse, unless otherwise agreed in the contract.
8. In the event of default or delay in payment for delivered goods longer than 30 calendar days, REWA is entitled to withdraw from the contract and demand return of goods at the Buyer's expense and risk, and if the goods have been consumed or are no longer useful for Rewa, to request payment of the price of the goods increased by 10% (gross value).
9. REWA is not liable for delays of the manufacturer or carrier, and if they occur, it must take measures that are actually and reasonably available to it to reduce the delays.
10. REWA is not liable for delays or failure to fulfil obligations as well as for defective or partial fulfilment thereof due to force majeure circumstances. Force Majeure should be understood as in international law.
11. The following legal acts shall not apply:
  - United Nations Convention on the International Sale of Goods drawn up in Vienna on 11 April 1980.
  - Convention on the Limitation Period in the International Sale of Goods drawn up in New York on 14 June 1974.
12. Should a dispute occur, the court competent for its settlement shall be the court having jurisdiction over the registered office of REWA.
13. These terms and conditions and the agreements concluded hereunder are governed by the laws of the Republic of Poland.