

GENERAL RULES

These General Terms and Conditions establishes general rules for concluding and conducting the business transactions between business entities, who place orders for goods and services offered by

CONTRA Spółka z ograniczoną odpowiedzialnością Spółka komandytowa ul. Robotnicza 70F, 53- 608 Wrocław, NIP: 8971795118 REGON: 022316619 KRS: 0000491690.

These General Terms and Conditions are provided via website of CONTRA in the manner guaranteeing Customers the full access thereto. In the same time, every Customer regardless of the customary manner of contact with CONTRA, shall be informed of these General Terms and Conditions and the possibility of getting acquainted with their content, however placing an order shall be deemed as an acceptance of these General Terms and Conditions, unless parties expressly regulated rights and duties otherwise, in the offer.

CONCLUDING A CONTRACT

All information about goods and services placed on the website shall be considered as a commercial information about goods and services, that may be purchase from CONTRA and they shall not be deemed as an offer within the meaning of Polish Civil Code. The Customer may send an enquiry via an electronic mail, post or by fax. Depending on individual needs of the Customer, CONTRA will specify the parameters of transaction pursuant to specification placed on CONTRA's website or differ from this specification. All trade talks and all correspondence between the Parties, establishing the terms and conditions of the transaction shall be consider as negotiations. When all transaction terms are agreed by Parties, CONTRA shall make an offer and send it to Customer via an electronic mail. Only the electronic mail or traditional information in writing titled „Offer” shall be deemed as an offer within the meaning of Polish Civil Code. In the event of placing an order for goods or services, which cannot be found on the website, CONTRA may request to conclude a written contract to specify the terms and conditions of business transaction concluded in this manner.

Contra reserve the right to execute the order in amount of plus or minus 2% of confirmed quantity (Permissible difference). The final invoice will be issued for actually delivered number or pieces, taking into account the permitted variations referred to above.

Sketches, projects, samples, patterns and test printouts commissioned by Customer shall be carried out at the cost and the risk of the Customer. Customer has an obligation to verify the correctness of sketches, projects, samples, patterns and printouts, send to him to do so. CONTRA shall not bear responsibility for patterns and projects lost during the dispatch, as well as for mistakes in the imprint which did not in the printout which did not arise in a production process because of technical defects after written approval given by Customer.

THE REMUNERATION AND PAYMENTS

Parties are bound by the amount of the remuneration or the amount of the price specified in the offer accepted by the Customer. The amounts specified in the offer shall be deemed as net and they shall not include transport and

package expenses. CONTRA shall charge the Customer who commissioned to carry out sketches, projects, samples, patterns and test printouts with all costs related to making such sketches, projects, samples, patterns and printouts. CONTRA reserves the right to demand an advance payment towards the performance in amount of 40 % of the value of the order. The completion date of a business transaction shall be determined by the date when the advance is entered up on CONTRA's bank account. CONTRA remains the sole owner of the subject of transaction, until the full purchase price is paid. COPYRIGHTS. CONTRA holds exclusive copyrights to all products, offers, projects, pictures, patterns and other documents. Customer does not have the right for passing over documents abovementioned to the third party without the written consent of CONTRA. If CONTRA delivers good performed in accordance with the Customer instructions or documentation, the Customer is solely responsible for infringement of the third party rights resulting from business transacted in this manner.

COMPLETION, TRANSPORT AND COLLECTION

CONTRA shall inform the Customer, that he may collect goods in writing, by fax or via electronic mail. The Customer cannot refuse acceptance or return the partial delivery. CONTRA reserves the right to change/extend the completion date for business transaction, if it results from the reasons regardless of CONTRA. The Parties may change the completion date but it shall not constitute the right to withdraw from the agreement or shall not exercise the right for compensation. In case of long-term order, carried out in parties, CONTRA reserves the right to refrain from handing the good over till the full value of the invoice for the first part will be paid. Performance may depend on the payment of the advance. The Customer may return the goods exclusively on the grounds of the written consent of CONTRA. Collection/handing over shall be effected at the registered office of CONTRA. Upon with the moment of collection/ handing over, all risks bound with the goods passes at the Buyer. If the Customer resigns from collecting the good personally and demands sending it to the given address, handing over shall be considered as made, and the transport shall be made in the manner indicated by Customer, at his risk and expense. The transport shall be made at the cost and risk of the Customer in every case, when it is necessary, regardless of reasons of the occurrence of this necessity, what shall also include all costs resulting from the complaint. CONTRA may send a notice that the Customer shall collect goods, at Customer's costs.

THE GUARANTEE, THE STATUTORY WARRANTY AND CUSTOMER COMPLAINTS

The usage of CONTRA's products requires strict observance of the assembly rules and technical requirements stated by CONTRA. CONTRA shall bear no responsibility for damages incurred as a result of the improper assembly or disassembly of products, as well as using products in contrary technical requirements. CONTRA is obliged to give the buyer explanations or to demonstrate the procedure of applying and using the products according with technical requirements, only at Customer's request. Explanations and demonstration shall be effected at registered office of CONTRA and shall be scheduled at both Parties convenience. If the Customer did not request explanation or demonstration, he cannot refer to the ignorance in this respect. CONTRA shall bear no responsibility for the adaptation and adjustment its products towards to others

request. In case of performance, i.e. when object of transaction is produced, modified or adapted according to the pattern, project or other data delivered by the Customer, CONTRA shall be responsible exclusively for the compliance of the object with this project, pattern or data. Products, i.e. light plastics (plexi) produced by CONTRA from materials delivered by CONTRA's suppliers have three-month quality guarantee granted. Products being floodlit advertising devices, e.g. neon sign advertising has twelve-month quality guarantee granted. The warranty shall be provided only on defects in material and the assembly. No warranty is provided on mechanical damages and the damages arose as a result of usage. No warranty is provided on damages caused by environment destructive for plastics, caused by the forces of nature and caused by acts of others, who do not use the product in accordance with its purpose. CONTRA shall bear no responsibility for the quality of materials delivered by sub-suppliers, if their parameters were known to the Customer at the moment of accepting the offer. In the event of discovering flaws in the product the Customer is not entitled to return the product, however the Customer is entitled to make a complaint and assert his rights according to general rules. Customer shall file a complaint together with making objections in writing. The Customer shall enclose the copy or original of the purchase note, i.e. invoice, for the effectiveness of the complaint, give explanation when was the payment made, what was the bank account, and the amount of the transaction. CONTRA shall deliver repaired, free from defects or new product, in the event of allowance of a complaint, reduction of the purchase price is excluded. The differences related to quality of the colour, pattern, project, weight and the quantity which are inconsiderable shall not be a ground for a complaint.

FINAL PROVISIONS

CONTRA may process personal data of the Customer essential to establish, form, change and terminate the contract. CONTRA is obliged to use personal data of its Customer according to valid provisions of The Protection of Personal Data Act from 29 August, 2007. To any transactions with the participation of CONTRA, in particular any disputes which may arise from the performance of the agreement in which CONTRA is a party, Polish law shall be applied. All possible disputes resulting from General Terms and Conditions shall be settled by the competent court of general jurisdiction in Wrocław. All matters not govern by these General Terms and Conditions, shall be govern by Polish Civil Code. In case of interpretive doubts the Polish version of GTC shall be binding.