

GENERAL CONDITIONS OF PURCHASE

**FAST S.A. with registered office at ul. Grunwaldzka 211, 80-266 Gdańsk
Poland**

I. DEFINITIONS

1. These General Conditions of Purchase (hereinafter GCP) apply to and govern the supplies of any Goods and Services that are subject to a business transaction between the Buyer and the Seller (Supplier),
2. In these General Conditions of Purchase, the following terms have respective meanings: Buyer - means FAST S.A. with registered office in Gdańsk, ul. Grunwaldzka 211,
Seller (Supplier) - means an entrepreneur to whom a Purchase Order is sent and who, based on the Purchase Order, delivers 4. specific Goods or Services to the Buyer,
Purchase Order - means a written document which is the only acceptable form of placing orders by the Buyer to the Seller. An integral part of the Purchase Order are these GCP,
Goods and Services - means the object of business transaction and delivery processed between the Buyer and the Seller.

II. PRELIMINARY PROVISIONS

1. Any and all business transactions concluded between the Buyer and the Seller are governed by GCP, and the course and provisions thereof must not contradict GCP. Any and all exceptions or exemptions from GCP may be made only by the Buyer, in writing, on the Purchase Order, or agreed by the parties in another 5. written business agreement, or otherwise be invalid. Such an exemption applies exclusively to a given Purchase Order and must not determine any exemptions in subsequent transactions,
2. These GCP fully exclude the application of business conditions and other terms of reference of the Seller, which play the same role,

III. DOCUMENTATION AND ORDERS. PAYMENTS

1. The Seller shall present to the Buyer its written commercial offer addressed to the Buyer prior to placing the order by the Buyer. Purchasing procedure requires that the Buyer carries out a call for offers during the procurement process. The Seller has no guarantee that by making a business offer it will get the Purchase Order. The purchase offer placed by the Seller shall not be deemed binding unless the Buyer places a purchase order 6. regarding the offered goods. The purchase offer may also be accepted through negotiating the terms of offer, which will be discontinued should the effect be unsatisfactory for the Buyer, which shall be regarded as turning down the offer,
 2. Provisions of Article 661 paragraph 1-3 of the Civil Code shall not apply, subject to Article 661 paragraph 4 of the Civil Code,
 3. For the Purchase Order to be binding, it should be presented by the Buyer to the Seller in writing,
- on an appropriate form, and include all business terms (range, volume, payment deadlines, terms and deadlines for delivery, etc.). Any other form of order shall be unacceptable and does not form the Purchase Order. If the Seller delivers goods / services to the Buyer pursuant to the Purchase Order submitted otherwise than in writing, the Seller does so at its own risk and on its own responsibility. In such a case, the Buyer reserves the right not to accept the delivery / not to begin delivery of service or extend the deadline for payment until the reasons for delivery contrary to GCP are cleared up.
- A written form, referred to in the previous item, shall be executed by handing over to the Seller the Purchase Order document in its original form, by facsimile or electronic mail to the agreed e-mail address. The date of receiving an order shall be the date of handing over the Purchase Order to the Seller. Receipt of a correct facsimile transmission confirmation or lack of response from the recipient's server concerning non-delivery of an e-mail shall be considered by the Buyer to be a sufficient assurance that the Seller received the Purchase Order and may get acquainted with it. If, following placement of the offer by the Seller, the Buyer continues negotiations with him, after which the Seller fails to receive the Purchase Order, the Seller is obliged to contact the Buyer by phone or e-mail to explain, in his own interest only, the reasons behind such non-receipt of the order,
5. The Buyer is entitled to send from time to time to the Seller two kinds of Purchase Orders - a One-off Order and a Framework Order. The former refers to a one-off delivery of goods/service in accordance with the parameters specified in the Purchase Order. The Framework Order refers to contracts for goods/services that will be delivered in accordance with the schedule agreed with the Seller. Such a schedule may provide for deliveries made upon the Buyer's phone call. The Buyer reserves the right to provide in the Framework Order an approximate schedule for delivery of services, which may be adjusted within the time limits established with the Seller. In case of the existence of reasons beyond the Buyer's control (such as Force Majeure, changes in the market, political and/or economic situation), the Buyer reserves the right to remove any future deliveries from the schedule and withdraw from the agreement, however upon prior notification of the Seller,
6. The Seller is obliged to confirm the terms of the received Purchased Order in writing within 48 hours of the date of receiving it. Such a confirmation shall be effective only if it contains an approval of all terms included in the Purchase Order. If the Seller fails to confirm the Purchase Order in writing within the set time limit, the Buyer shall acknowledge the Seller's tacit consent to all terms listed in the Purchase Order. By delivering goods / services in accordance with the Purchase Order that has not been confirmed in writing by him, the Seller accepts all the terms included in such an order. If the Seller

- confirms only a part of the terms included in the Purchase Order or has reservations towards them, the Buyer reserves the right to cancel the placed Purchase Order and withdraw from the agreement in writing. In such a case, the Seller is not entitled to any other claims under the received Purchase Order and he shall 2. cancel it without any opposition and unnecessary delay,
7. Upon delivery, the Seller, together with the goods or the team performing the service, is obliged to provide the Buyer with all delivery documents that enable him to clearly identify goods/service and that contain the Buyer's Purchase Order number. The Seller is obliged to deliver VAT invoices for delivered goods / services to the Buyer's office or to the place of delivery, depending on the information included in the Purchase Order. VAT invoices must definitely contain the Buyer's Purchase Order. Should the number not be included, the Buyer reserves the right to send the VAT invoice back to the Seller without entering it into the accounts,
8. It is in the Seller's interest that the issued VAT invoice be delivered to the Buyer's office or to the place of delivery as soon as possible. The deadline for payment of the VAT invoice is calculated from the date of issuing the invoice, provided, however, that the VAT invoice was issued correctly. However, if the deadline for delivery of correctly issued VAT invoice extends 3 working days calculated from the date of issuing a VAT invoice until the day of receiving the invoice in the Buyer's office or at the place of delivery, the Buyer reserves the right to calculate the deadline for making a payment under the VAT invoice as of the date of receiving the invoice in the Buyer's office or at the place of delivery.
9. The Buyer shall make payments to the Seller only on Thursdays 3. following the end of the week marking the expiry of the payment date specified on the VAT invoice. Such a system of payments is acknowledged and accepted by the Seller prior to undertaking to deliver the goods/services under the Purchase Order, and thus rescheduled payments must not be deemed delayed by the Seller. Therefore, any claims (in particular claims for payment of interest) thereunder shall not be considered binding by the Buyer.

IV. DELIVERY DEADLINES

1. Each Purchase Order sets forth a Delivery Deadline which has been consulted with the Seller. In the case of One-off Purchase Orders the date is specified. In such a case, goods shall be delivered and service delivery shall begin on a specified day. An address for delivery of goods / place of service delivery is 4. determined in the Purchase Order; delivery or beginning of service delivery must be between 7 a.m. and 2 p.m. on the date of Purchase Order delivery to the specified address. The Seller must pay special attention to the address of goods / service delivery, as such an address is usually different than the Buyer's office address. In case of a mistake and delivering goods/services to a different address than the one specified in the order, the Buyer reserves the right to send the delivery or the service performing team back at the Seller's cost and risk. In such a case, the Buyer shall deem the goods/service delivery incomplete, with all the resulting consequences provided for in these GCP. In the case of Framework Purchase Orders, each date for goods/service delivery is set in the schedule
- agreed between the Buyer and the Seller. Those dates are treated as binding deadlines for the order implementation and they are effective subject to the same reservations as in the case of One-off Purchase Orders,
2. The Seller acknowledges that the Buyer runs a manufacturing business, the course of which is closely connected with timely delivery of goods / services. Therefore, should there be a risk of any delay in the Purchase Order delivery, the Seller must immediately notify the Buyer of this fact in writing, providing the Purchase Order number, reason for delays and a new planned date for delivery. The Buyer must receive such an information immediately after the Seller is made aware of such a fact. Receiving such an information does not exclude the possibility of undertaking actions on the part of the Buyer, which in the case of the planned or actual delay in the Purchase Order may come down to:
- Cancellation of the Purchase Order and withdrawal from the Agreement in full or in part, made in writing (written form also includes a facsimile and an e-mail). In such a case, the Seller is not entitled to any claims and he shall cancel or change the content of the Purchase Order without any opposition and unnecessary delay,
- Calculation of contractual penalties for the Seller in the amount of 10% of the value of order for each commenced week of delay, however not exceeding the total amount of 50% of the order value. In addition, the Buyer reserves the right to demand damages equivalent to the actual losses suffered due to delay, including the ones that exceed contractual penalties.
3. The Seller acknowledges that delays in the Purchase Order delivery may expose the Buyer to significant losses due to delay or stoppage, delay in processing orders for the Buyer's clients, lost materials, increase in the cost of remunerations, etc. Therefore, in the case of delays in the Purchase Order delivery, the Buyer reserves the right to demand from the Seller that he reimburses the costs incurred by the Buyer due to delays in delivery of goods / services. In such a case, the Seller's responsibility may cover any and all losses and costs incurred by the Buyer in connection with the delay and may be extended by the costs of lost benefits, costs of lost contract, contractual penalties due to delays in delivery imposed on the Buyer by his Clients, as well as other losses and costs due to delay. The Buyer shall make every effort so that the costs are as low as possible and shall advise the Seller about their value and manner of charging immediately upon their occurrence.
4. Should the goods / service be delivered before the deadline specified in the Purchase Order, the Buyer reserves the right not to accept the delivery or to prevent the commencement of service delivery. Failure to accept delivery shall not exempt the Seller from its obligation to carry out his obligations under the Purchase Order through delivering goods /service within the set time limit. In the case of accepting an earlier delivery / allowing for earlier commencement of service delivery, the established deadline for payments under the VAT invoice shall be calculated from the date of delivery as specified on the Purchase Order. In such a case, the Buyer reserves the right to charge

the Seller for the costs of storage and securing such earlier VI. QUALITY CONTROL AND COMPLAINTS
delivery, which shall be calculated for the period from the day of
delivery until the date of the Purchase Order delivery.

V. THE SELLER'S SPECIAL DUTIES

1. The Buyer and the Seller jointly agree that the Seller runs his business professionally and, therefore, is aware of the Buyer's expectations and requirements resulting from the placed Purchase orders related to the objects and terms of transaction. Also, the Seller is aware of his responsibility due to the performance of the Buyer's Purchase Order, which is related, in particular, to delivery of goods / services of the agreed quality, within established time limits, at the assumed level of cost-efficiency and with the use of relevant production technology. The Seller, also without any clear request from the Buyer, is obliged to deliver to the Buyer any and all quality, technical guarantee, certification, duty documentation and any other documentation as may be required by the law or is required in a given industry or in the case of given goods / services in order to further use the goods / effects of services,
2. When undertaking to deliver the Purchase Order, the Seller acknowledges that he has sufficient knowledge regarding the Buyer's actions and the planned purpose of the subject of the Purchase Order and/or the requirements to be met by them and/or technical conditions in which the Buyer will use them. In case of lack of such information, the Seller is obliged to ask the Buyer a question to which the Buyer undertakes to answer without unnecessary delay within the scope necessary for the purposes of a given business transaction. Lack of such request shall be deemed by the Buyer a confirmation that the Seller has the knowledge as in the first sentence. Therefore, the Seller will not be able to claim in any way that he was not aware of the Buyer's specific requirements with regard to the subject of the Purchase Order, in particular with regard to quality and certification requirements applied to delivered goods and/or services,
3. In the case of any changes in technology or production methods and used raw materials, which have direct or indirect impact on a change of properties and the quality level of delivered goods / performed service, the Seller is obliged to immediately advise the Buyer of this fact in writing, providing the details of the scope of changes and its consequences for the value of goods / performed service. In particular, it applies to a situation where the Seller and the Buyer are continuously doing business with each other, and any changes in production / service performance technology may affect the Buyer's business.
4. The Seller must not, without the Buyer's written consent, hand over Purchase Orders received by the Buyer for processing by third parties. In such a case, the Buyer reserves the right to resign from the order in full or in part. If it happens, the Seller is not entitled to any claims and he shall cancel the Purchase Order without opposition and unnecessary delay.

1. When processing the Purchase Order, the Seller is obliged to deliver goods / services that are from any physical and legal defects. A physical defect is, in particular, when delivered goods / services have properties not agreed on with the Buyer and/or when it is not fit for the planned determined purpose and/or does not keep its functional properties for the established or customary period of time. To secure its interests, the Buyer is obliged to perform quality inspection of delivered goods / performed services, and such control shall be a qualitative and quantitative inspection. However, the entire responsibility for the delivery / performance of service in accordance with the quality and quantity requirements shall be borne by the Seller. Any and all inspections made by the Buyer, irrespective of its results, shall be conducted to check whether the delivery complies with the requirements and must not be raised as a basis for limiting the Seller's responsibility for goods / services damages. Inspection at the Buyer's site may be conducted to establish whether:

- Delivered goods / performed service complies with the Purchase Order,
- Delivered quantities of goods comply with the documents handed over upon delivery and the Purchase Order,
- The quality of delivered goods / performed service complies with the parameters specified in the Purchase Order, requirements generally accepted in a given industry, standard technical restrictions and the requirements with regard to the further use of goods / services.

The Buyer stipulates that the inspection may be conducted not only upon delivery, but also at any other stage of using the objects of the Purchase Order.

The Buyer is entitled to a warranty for any defects in delivered goods / the effect of service delivery, pursuant to the provisions of the Civil Code. Deadlines for reporting defects to the Seller are as set forth in the provisions of the Civil Code concerning warranty. However, the Buyer may extend demands for the Seller to remedy a loss. In such a case, the Seller's responsibility may cover any and all losses and costs incurred by the Buyer in connection with the defects and may be extended by the costs of lost benefits, costs of lost contract, contractual penalties due to defects imposed on the Buyer by his Clients, as well as other losses and costs due to defects. In particular, in such a case the Buyer may demand that the Seller return the costs that he incurred and which could not be reimbursed due to defects in the object of delivery, which have been revealed e.g. not sooner than during the manufacturing process.

2. If the inspection upon delivery shows significant damage to the goods in transport or significant deviation from the quality requirements or that the goods fail to comply with the Purchase Order, the Buyer reserves the right not to accept the delivery and sent the entire delivery or a part thereof to the Seller at his own cost and risk. Such failure to accept the delivery shall not exempt the Seller from its obligation to meet the provisions of the Purchase Order,
3. Any and all written complaints shall be made by the Buyer to the Seller immediately after identifying faults and/or estimating claims. The Buyer reserves the right to charge the Seller for the costs of storing and

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securing goods, from the day of sending a complaint letter until the day of resolving the complaint.

4. The Seller must resolve the complaint within 14 days as of the date of receiving it. If during that time the Seller fails to resolve the complaint, the Buyer reserves the right to send faulty goods to the Seller at the Seller's cost and risk or to recognize the value of goods, in accordance with the selling price established in the Purchase Order, against the loss incurred due to delivery of faulty goods. Such a recognition shall not exclude the possibility of charging the Seller with other costs as specified above. On the Seller's request, the Buyer shall provide access to the documents and other evidence of complaint and shall provide the Seller with any other assistance as may be necessary to resolve a complaint.
5. The Buyer reserves the right to extend the deadline for payment under the VAT invoice for faulty delivered goods / faulty performance of service until the day on which a complaint is resolved by the Seller. If delivery of goods / services has only some faults forming the basis for a claim, a payment deadline may be extended only for the faulty part of delivery, provided that the part which is free of any faults presents any value to the Buyer. Extended deadline for payment shall not exempt other claims made by the Buyer to the Seller due to faulty delivery/service, in accordance with the provisions of these GCP.

VII. OTHER PROVISIONS

1. Assignment of the Seller's rights and obligations to the Buyer shall be null and void, unless made after receiving a written consent of the Buyer.
2. The court having jurisdiction over disputes resulting from the GCP or agreements concluded based thereon shall be a common court having jurisdiction over the Buyer's registered office.
3. The Buyer and the Seller agree that any and all Purchase Orders, business offers, results of negotiations, commercial and technical details, drawings, designs, calculations, qualitative guidelines, templates, samples and other arrangements shall be treated as trade secret. In particular, the Buyer and the Seller undertake not to disclose such information to any third party and to use them exclusively for the purpose of performing the provisions of the Purchase Order. The non-disclosure obligation shall also be extended by five years following the delivery / subject of the Purchase Order or occurrence of any other reason to cancel the relationship under the Purchase Order.
4. Should any of the provisions of these GCP be invalid or ineffective, the remaining provisions shall remain in force.

Gdańsk, 21 November 2012

FAST SA
PREZES ZARZĄDU
[Signature]
mgr Inż. Jacek Kubica

FAST SA
CZŁONEK ZARZĄDU
[Signature]
Henryk Kłoczek

FAST SA
PREZES ZARZĄDU
[Signature]
Wysztof Kłoczek