

**GENERAL TERMS AND CONDITIONS OF SALE
GAMET S.A.****1. General provisions**

1.1. The terms used in the General Terms and Conditions of Sale shall have the following meaning:

a) "General Terms and Conditions of Sale" or "GCS" – the General Terms and Conditions of Sale of Gamet S.A.

b) "Seller" – Gamet S.A. seated in Toruń at 22 Kociewska Street, registered under no. KRS 0000285416 with the register of entrepreneurs of the National Court Register on file with the District Court of Toruń, 7th Commercial Division,

c) "Buyer" – a natural person, legal person or organizational unit without legal personality purchasing the Goods from the Seller,

d) "Goods" – furniture accessories and hardware offered by the Seller.

1.2. These General Terms and Conditions of Sale constitute an integral part of the quotations made by the Seller, the orders placed by the Buyers and the contracts of sale and delivery executed between the Seller and the Buyer.

1.3. The General Terms and Conditions of Sale shall not apply to the extent otherwise provided for in a separate written agreement between the Seller and the Buyer and in any relations with consumers

pursuant to the Consumers Rights Act of 30 May 2014.

2. Orders

2.1. The Buyer shall place orders in writing, via email, or by fax specifying in particular the following:

- a. name and code of the Goods as used by the Seller,
- b. quantity of the Goods,
- c. suggested delivery date, subject to item 3.1.
- d. exact delivery address of the Buyer.

2.2. Upon order placement, the Buyer unconditionally agrees to the contents of the GCS and the exclusive application of the provisions of the GCS, unless otherwise agreed in writing between the Buyer and the Seller.

2.3. For a contract of sale or delivery to be validly concluded, the Seller needs to confirm and acknowledge the acceptance of the order in writing, via email or by fax within 3 working days of receiving it. The Seller's failure to reply shall not be deemed as order acceptance.

2.4. The Seller can confirm and acknowledge the acceptance of the order subject to changes. In such case the changed contract of sale or delivery takes effect, unless the Buyer withdraws the order within 2 working days of receiving the order acceptance confirmation, provided that this can take place at the latest 2 days prior to the scheduled completion of delivery by the Supplier, i.e. before the Goods are released from the Seller's warehouse to the carrier.

3. Completion of deliveries

3.1. The term for delivery is 35 days of the Seller's confirmation of the order acceptance, unless the Parties agree otherwise.

3.2. The transportation costs shall be charged to the Buyer, unless otherwise agreed in writing between the Buyer and the Seller.

3.3. Upon the Goods release from the Seller's warehouse, the Buyer shall be liable for the risk of accidental loss or damage to the Goods.

3.4. If the Seller is to deliver the Goods to a destination point named by the Buyer, the risk of accidental loss or damage to the Goods shall pass to the Buyer upon the release of the Goods from the Seller's warehouse to the carrier.

3.5. The Seller shall not be liable for any failure to meet the sale or delivery deadline if any circumstances occur which are unforeseeable, independent and prevent the Seller from performing the Seller's obligations in whole or part, which could not have been avoided even if all due care had been exercised, and which under Polish law or Polish commercial practice are deemed as Force Majeure. Under the present GCS, the Force Majeure circumstances shall include in particular strikes, blockades of roads, ports, or other commonly used enter and exit points, earthquake, flood, hurricane, epidemic, and other events the Seller could not overcome, and did not and could not foresee, and which are also external to the Seller itself and to the Seller's business. The sale or delivery deadline can be extended by a period of time equal to the duration of the Force Majeure circumstances named above.

3.6. The Seller shall notify the Buyer of the occurrence of any obstacles preventing the completion of delivery within 14 days of the Force Majeure occurrence.

3.7. If the circumstances referred to under item 3.5 occur, the Seller shall not be liable for any damage incurred by the Buyer.

3.8. If a situation defined as Force Majeure circumstances as referred to under item 3.5 above

prevails for a continuous period of more than 30 days, both the Buyer and the Seller shall have the right to withdraw from the contract.

4. Price and terms of payment

4.1. Unless specified otherwise, the prices of the Goods are net prices exclusive of any VAT or any Goods unloading and transportation costs.

4.2. Any settlements shall be made against VAT invoices made out by the Seller within the time period specified under the applicable legal regulations, unless the Parties agree otherwise.

4.3. The terms of payment shall be determined by the Seller in the quotations, contracts, and order acceptance confirmations.

4.4. In the event of delay in payment, the Seller has the right to charge statutory interest to the Buyer on any outstanding amount not paid on time.

4.5. If the Buyer delays with payment for the Goods, the Seller has the right to withhold the order completion until a full payment has been received for the Goods sold.

4.6. The Seller has the right to ask for an advance payment or an additional payment security before the release or shipment of the Goods if the delivery value exceeds the debt limit allowed or if the delivery value and the debt already existing for any previous deliveries exceeds the debt limit allowed, and also whenever the Buyer is in arrears with any payments for previous deliveries.

4.7. If during the completion of an order the Seller becomes aware of any deterioration in the financial standing of the Buyer, the Seller has the right to change the cooperation terms and conditions agreed earlier.

5. Reservation of title

5.1. The Seller reserves the title to the Goods sold or delivered until the Buyer has paid the full price.

6. Complaints

6.1. Any claims with regard to the Goods are covered by the complaint procedure which can be found at

http://www.gamet.eu/uploads/warunki_sprzedazy/Procedura%20sk%C5%82adania%20reklamacji.pdf

6.2. No claim notified by the Buyer gives the right to withhold the payment of the price for the Goods bought.

7. Transfer of rights and obligations and set-off

7.1. Unless otherwise agreed in writing between the Buyer and the Seller, the Buyer shall not transfer any of the Buyer's rights or obligations under the contracts of sale or delivery made between the Seller and the Buyer nor set off any amount owing to the Buyer against any amount owing to the Seller.

8. Confidentiality

The Buyer shall keep confidential all and any trade, financial, legal, technical, and technological information obtained during the cooperation with the Seller which can constitute trade secret in the meaning of art. 11(4) of the Unfair Competition Act of 16 April 1993.

9. Governing law and jurisdiction

9.1. All quotations, orders, and contracts executed between the Seller and the Buyer shall be construed and interpreted in accordance with the Polish law.

9.2. The Buyer and the Seller shall first try to resolve any disputes through an agreement and negotiations. All disputes which cannot be settled amicably shall be resolved by a common court of law competent for the seat of the Seller.

Toruń, January 1st, 2016