

General commercial terms and conditions of the Seller**in force at (Cieplucha nursery):****Gospodarstwo Szkółkarskie Jan Cieplucha,
Gospodarstwo Szkółkarskie Anna Cieplucha-Kowalska,
Gospodarstwo Szkółkarskie Krzysztof Kowalski,****General provisions**

1. The present terms and conditions are an integral part of all and any contracts and/or agreements concluded by the Seller, including contracts of sale, deliveries, communications, arrangements, etc. The present terms and conditions come into force upon conclusion of a civil law contract or issuance of a bill, which is confirmed by the Buyer by way of their signature affixed on such contract or bill.
2. All and any changes to the present terms and conditions must be made in writing or else shall be null and void.
3. Orders for nursery material may be placed in person, via mail, fax or e-mail. Orders are completed on the "first-come, first-served" basis.

Offers and conclusion of contracts:

1. Only an ORDER signed and sent via scanned document, fax, or post shall to the Seller shall be binding for both parties of the agreement.
2. Each client placing an order in a given season for total amount exceeding:
 - PLN 30 000,00 for nursery material
 - PLN 10 000,00 for highbush blueberryshall pay deposit in the amount of 30% the value of ordered commodities. The deposit shall be paid in cash or via bank transfer onto account provided by the Seller on order printing within 7 business days from the day of order placement.
3. The deposit shall be settled on the account of sell price. In case of resigning from the order or non-performance of the agreement by the Buyer, the deposit shall not be returned. Unless the Seller shall consent to Buyer's resignation from placed order.
4. Natural disasters shall not consist non-performance of the agreement by the Seller who shall not be obligated to return the deposit in double.
5. Change of the quantity or the type of ordered commodities shall require written or e-mail consent of the Seller.
6. Change in quantity or the type of ordered commodities without required consent of the Seller shall be ineffective in regard to the provisions of the agreement, i.e. the Seller shall receive the entire order within agreed period and pay the price.
7. Change in the quantity or the type of ordered commodities and price, and the paid deposit shall be settled on the account of the price.
8. Non-collection of the commodities within agreed period and non-payment shall authorize the Seller to request payment and collection of commodities by the Buyer or exercise rights provided in General sales conditions, i.e. agreement realization - point 6.

Prices:

1. Prices for the goods sold shall apply in as per the Price List.
2. The amounts stated in the Price List are net prices, exclusive of VAT.
3. The Seller reserve the right to change the prices during the season.
4. The price for nursery plants does not include transport cost in case of sales outside Poland.
5. The Price List remains in force until publication of a new Price List.
6. Prices given in Pricelist are wholesale prices and valid only in case of order over 500 ER, 5 pcs of each variety minimum.
7. Customers issuing VAT RR invoices receive a delivery note. The prices stated in the delivery note are net price to which VAT tax should be added (in accordance with the act of 11.03.2004 an Value Added Tax)

Discounts:

1. The discounts do not cover young plants.
 2. The following discounts:
 - 5% - orders of 2000-5000 PLN.
 - 10% - order of 5000-10000 PLN.
 - 15% orders over 10000 PLN.
- additional discount:
2% - payment in cash or by money transfer within 3 days after reception of goods or the date of the invoice being issued.
5% - own transport (only for transport in Poland)

Payment:

1. 100% pre-payment for goods is required at the time the order is placed.
2. In case of all sales in Poland:
 - payment for the purchased goods must be made in cash upon delivery or collection of the goods.
 - if payment is not made in cash as described in point 1, payment for purchased goods by bank transfer within 30 days since the date of the invoice being issued is allowed. In case of the first transaction cash payment or 100% prepayment by money transfer is required.
3. In case of default in payment, the Seller shall be entitled to charge contractual interest. The amount of contractual interest per annum shall be equal to the four-fold Lombard interest rate of the National Bank of Poland.
4. Breach of the terms of payment or occurrence of circumstances which raise doubts as regards solvency and reliability of the Buyer shall result in immediate maturity of all receivables. In such event, the Seller shall have the right to rescind all contracts not yet performed.

Performance of a contract:

1. In case of natural disasters such as drought, freezing weather, hail or other unpredictable circumstances not attributable to the Seller (Force Majeure), the term of delivery shall be extended by the period of duration of such an obstacle. Where as a result of the aforesaid circumstances delivery should become impossible, the Seller shall be relieved from the obligation to deliver. The Buyer shall not be entitled to claim compensation on this account.
2. Contractually agreed delivery terms shall be treated as approximate.
3. In the event that stock of the given type runs out, the order will be completed by the Seller by replacing the missing varieties and sorting items with others of similar parameters, unless the Buyer expressly prohibits such replacement.
4. Where goods are ordered with delivery and the amount of goods does not exhaust the loading capacity of the delivery vehicle, the Seller shall combine orders placed by different Buyers and dispatch them jointly upon full exhaustion of the loading capacity of the delivery vehicle.
5. Should a Buyer who has not paid the purchase price fail to collect the goods on the agreed date, the Seller shall have the right to sell the goods

to a third party at any price set at their discretion without previously calling upon the Buyer to collect the goods.

6. Should a Buyer who has paid the purchase price fail to collect the goods on the agreed date, they shall be obliged to cover the cost of storage of the goods. The Seller shall also have the right to sell the goods in the name of the Buyer; however, they shall first set an additional term for the Buyer to collect the goods, unless setting such term is not possible or the goods are in risk of being spoilt, or otherwise there is risk of damage. The Seller shall be obliged to notify such sale without delay to the Buyer (art. 551 § 2 of Polish Civil Code)

Reservation of ownership:

1. The Seller reserves the right of ownership of the subject of sale until payment of the price by the Buyer.
2. Upon handover of the goods, the risk of loss of or damage to the subject of sale shall pass to the Buyer.
3. The Seller shall not forfeit the right of ownership of reserved goods due to the fact that, upon the sale, the Buyer should bury or plant the plants (goods) on their own or someone else's land. Reserved goods must be stored, buried or planted separately from other plants and marked so that they are recognizable as originating from the Seller. The Buyer shall be obliged to take care of the reserved goods free of charge. The obligation of care includes in particular: proper storage, planting, fertilization and watering.
4. Should the Buyer sell reserved goods upon processing, combining or mixing the same with other goods which are not the property of the Seller, the Seller shall be entitled to a share in co-ownership of such new goods in proportion identical to that of the value of the reserved good to the value of the other goods processed during such processing, combining or mixing (art. 193 § 1 of Polish Civil Code).
5. In the event of lack of payment within the agreed term, the Seller shall have the right to demand immediate handover of the goods.
6. In the event that the subject of sale is recovered from the Buyer (due to lack of payment of the price), the Seller may claim proper remuneration for impairment or damage.

Models and dimensions:

1. Models of goods demonstrate average properties. Dimensions stated are given as approximations. Deviations from presented models are permitted.

Delivery:

1. Delivery is considered performed at the moment when the goods leave the limits of the Seller's nursery or are loaded onto the Buyer's means of transport.
2. Transport insurance is taken out exclusively at an express request of the Buyer and at their cost.

Guarantees:

1. The Seller grants a quality guarantee, therefore takes responsibility for good health and vitality of the plants at the time of sales.
2. The warranty shall not apply in case of improper handling of plants. Improper handling of plants shall be construed as selection of inappropriate soil, inappropriate watering, improperly selected stand, contrary to growing requirements of a given plant.
3. The warranty shall not apply plants damaged by adverse weather conditions affecting the vitality of the plants, such a frost, drought, hail, flooding and others.

Complaints:

1. Any possible defects in the sold goods must be notified immediately, but in any case no later than within 21 days. Any shortages found must be notified to the Seller in writing and attach pictures of claimed materials.
2. In case of a defect, the buyer has the right at his own discretion to demand a replacement for a defect-free. or other at the same price, If this demand is not possible to meet, the refund of the price paid.
3. In exercising its rights under the guarantee, the Buyer should deliver the item at the guarantor's expense to the place indicated in the guarantee or to the place where the item was delivered when the guarantee was granted, unless it follows from the circumstances that the defect should be removed at the place where the item is located at the time when the defect is revealed.
4. The Seller shall be exempt from liability on account of warranty where the Buyer was aware of the defect upon handover of the goods, as well as the Buyer has thrown away or disposed the goods. In that case the complaint will not be considered.
5. It is not allowed to accept the goods by the Buyer so called 'objection'.
6. Further sale of the goods by the Buyer excludes the right to submit complaints vis a vis the Seller. Filing of a complaint shall not invalidate acceptance or the obligation to pay the purchase price for the purchased goods in accordance with the terms stipulated in the purchase document.
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8. In the event of non-performance or improper performance of the contract, the Seller shall be liable to the Buyer for the loss suffered by the Customer, excluding lost profits and taking into account GUARANTEE provisions.
9. The seller is liable only for damage caused intentionally.

Place of performance and court competence in the light of location:

1. The place of performance of the liability shall be Konstantynów Łódzki or Rzesznikowo, Ryman.
2. The parties shall attempt to resolve any disputes amicably; if no agreement is reached, the court competent for resolution of the dispute shall be the court of law proper in the light of the Seller's seat.
3. The general terms and conditions have been prepared in Polish, English, and Russian languages. In case of disputes, the Polish version of these General Terms and Conditions of Purchase shall apply.
4. The parties of any agreements, contracts or orders shall be bound by the Polish language version of terms and conditions hereby unless all parties agree otherwise.
5. The governing law shall be Polish law.