GENERAL CONDITIONS OF SALES AND DELIVERIES OF DLL PARTNERS DZIUBANOWSKI LEŚNIEWSKI OSTOJSKI SP. J. (GENERAL PARTNERSHIP)

§ 1 EXTENT OF APPLICATION

 These general conditions of sales and deliveries (hereinafter referred to as "Conditions of Sales and Deliveries") are applied to all the sale and delivery transactions concluded by the DLL Partners Dziubanowski Leśniewski Ostojski Spółka Jawna partnership, with registered office at the address: Mikołaja Reja 8, 72-010 Police (hereinafter referred to as "DLL Partners").

2. Application of any templates of agreements, general conditions of purchase and other rules of purchasing goods adopted and applied by the Buyer is excluded between DLL Partners and the Buyer. In commercial relations between DLL Partners and the Buyer the rules specified in these Conditions of Sales and Deliveries shall apply.

3. It is recognized that the Buyer accepted these Conditions of Sales and Deliveries the moment he accepted the sales offer or, in case of purchase offer being made by the Buyer, three days after the Buyer receives order confirmation from DLL Partners. These General Conditions of Sales and Deliveries may be adopted only in their entirety, unless exceptions from them are introduced in the mode specified in sec. 4.

4. In order to be valid, all the exceptions from these Conditions of Sales and Deliveries require written form with signatures of the duly authorized representatives of DLL Partners.

§ 2 OFFERS AND ORDERS

1. The goods sales offers made by DLL Partners are valid for the period of 30 days from the date of receipt of offer by the Buyer, unless it was agreed differently in writing.

2. Ordering of goods shall be in written form, by letter, by fax or by e-mail

3. When submitting order the Buyer is obligated to sent to DLL Partners the following documents:

1/ certificate of entry into the business activity register or up-to-date extract from National Court Register,

2/ decision on NIP (tax identification number) assignment.

The above reservation does not apply to Buyers, which are in a permanent commercial relationship with DLL Partners.

4. DLL Partners confirms acceptance of an order within period not exceeding 3 days from the date of submission of order. Confirmation is made in writing, by letter, fax or e-mail. In the confirmation the order performance deadline is provided.

§ 3 PRICES AND PAYMENT CONDITIONS

1. The goods are invoiced at the currently applied prices, unless it was agreed otherwise in writing. The prices listed are net prices. The prices do not include taxes and customs duties and they also do not include the costs of loading and delivery that must be incurred by the Buyer. All the prices include standard packaging of DLL Partners and loading at DLL Partners, but they do not include unloading and handling at the Buyer's. Other packaging may require arrangements and additional payment.

The prices of goods are contractual prices. DLL Partners reserves the right to change prices in case of change in exchange rates, increase in prices of raw materials, changes in legal regulations and other changes, which are beyond the influence of DLL Partners.
Unless the parties decide otherwise, the payment for the ordered goods is made in full, without deductions, refund claims or withholding of any part thereof. The payment shall be made in the currency indicated on the invoice. Submission of a complaint does not exempt the Buyer from the obligation to pay for the received goods in the specified time.

4. The payment deadline is counted from the date of invoice issue. If the due amount resulting from the invoice is not settled within the specified time, DLL Partners is entitled to: charge statutory interest, demand prepayment for goods from subsequent orders that have been already accepted for performance. Receivables not paid within the agreed period shall entitle DLL Partners to interrupt deliveries of goods from orders already accepted for performance.

The date on which the funds appear in the bank account of DLL Partners shall be considered to be the date of payment.

§ 4 DELIVERY OF GOODS

1. DLL Partners undertakes to deliver the goods to the place indicated in the order. If no delivery location has been indicated in the order, the delivery location shall be the registered office of the Buyer.

2. The goods shall be delivered by means of own transport, by mediation of courier companies, at own expense or at the Buyer's expense. The mode of transport shall be indicated in the order confirmation or separately, in written form. The detailed regulations regarding the time of delivery of shipment by the courier companies are included in the delivery conditions of the courier companies that perform the delivery. DLL Partners shall not be responsible for losses, damage or costs (direct and indirect) resulting from the claims of the Buyer arising subsequent to errors in delivery or delays caused by activity of the courier company.

§ 5 FORCE MAJEURE

 In case of delay in delivery or inability to perform deliveries due to Force Majeure, the Buyer is not entitled to claim compensation on any basis.

2. Force Majeure encompasses, among others, strikes and other labour disputes, damage caused by fire or flood, defects or delays in deliveries performed by the suppliers of DLL Partners, import or export bans, widespread deficiency of raw materials necessary to manufacture the goods sold and any other similar circumstances being beyond control of DLL Partners.

§ 6 RESERVATION OF OWNERSHIP RIGHT

All products shall remain the property of DLL Partners until the moment of receipt of full payment for them.

§ 7 LIABILITY

 DLL Partners bears guarantee responsibility only for the defects in the products that it delivered under the rules described in these Conditions. The guarantee period amounts to 12 months.

2. Warranty for defects of products sold is excluded.

3. DLL Partners shall remove the defects of the sold products delivered by DLL Partners within not more than three months from the date of positive consideration of a complaint duly submitted by the Buyer. DLL Partners shall make every effort to make the defect removal period as brief as possible. Within the framework of the guarantee, DLL Partners may also, at its own discretion, decide to replace the product with a new one when the defects are not possible to remove or when their removal would cause excessive costs.

4. DLL Partners shall not bear responsibility for untimely delivery of goods if the delivery results from untimely delivery of goods to DLL Partners by the courier company and in case when the delay is caused by withholding of dispatch to the Buyer due to receivables arising from overdue invoices issued by DLL Partners being unpaid by the Buyer.

5. DLL Partners shall not bear responsibility for goods used contrary to their intended use and characteristics and in case when damage is caused due to workmanship and design errors on the part of Buyer or third parties and as a result of not complying with the recommendations and instructions of DLL Partner.

6. The claims listed in this article are the only claims to which the Buyer is entitled within the framework of the guarantee.

7. In case when a complaint is considered justified, DLL Partners shall not bear responsibility for the costs of first reception and assembly and any other costs related with

installation of a faulty product, borne by the Buyer. DLL Partner shall, however, bear the costs of repeated transport of the repaired or substituted goods to the Buyer.

§ 8 COMPLAINTS

1. DLL Partners ensures sale of products having the technical parameters specified in annex no. 1, constituting an integral part of these Conditions.

2. At the moment of receiving the products, the Buyer is obligated to immediately examine the goods delivered and state whether they conform to the order and whether they are free from defects. If DLL Partners does not receive a complaint in written form within 7 calendar days from the date of delivery, the Buyer shall loses the right to make any claim regarding defects or deficiencies that would have been possible to detect during proper examination of products.

 The client shall report any possible defects as soon as possible, not later, however, than within 7 days from the defect being discovered, on forfeit of loss of warranty rights.

Complaints shall be submitted by registered mail, by fax or electronically.

In case of complaint regarding quality, the Customer is obligated to provide samples of the defective goods. After receipt of the complaint (and samples), DLL Partners is entitled to examination of the defects or damage by its employees or an expert appointed at its own discretion.

DLL Partners reserves the period of 3 weeks, starting from the date of receipt of complaint and possible above mentioned samples, for considering the complaint.

4. The removal of defects or substitution of a product is performed only by DLL Partners after positive consideration of the complaint. DLL shall not be responsible for removal of defects performed by the Buyer or by his order and shall not reimburse any costs so incurred by the Buyer.

§ 9 RETURN OF GOODS

The Buyer may return goods within 14 days from the purchase date only by means of separate agreement in written form, with reservation of paying a fee in the amount of at least 10% of gross purchase price and on condition that the products shall be returned at the Buyer's expense in undamaged condition and in original packaging. In case of special orders, i.e. products that are manufactured at a special request of the customer, the fee shall amount to 30% of gross purchase price.

§ 10 ORDER CANCELLING, WITHDRAWAL

 Cancelling of the order by the Buyer requires distinct expression of consent of DLL Partners in written form and in such case, in relation to accepting the cancellation of order, the Buyer undertakes to reimburse the costs of materials, works and other expenses incurred for performance of the order.

2. Complaints of the Buyer regarding quality and quantity of a product, etc. do not entitle the Buyer to cancel the order and withdraw from the agreement.

3. DLL Partners shall be entitled to withdraw from obligations within the extent of orders if the Buyer misinforms DLL Partners with regard to his financial standing or when the financial standing of the Buyer deteriorates significantly.

§ 11 GOVERNING LAW AND JURISDICTION

1. The court appropriate for settling any disputes that may arise shall be the court having jurisdiction over the registered office of DLL Partners.

2. To all matters not regulated in the General Conditions the provisions of Polish Law shall apply.

3. In the case of selling the product beyond the borders of the Republic of Poland the regulations of the UN Convention on Contracts for the International Sale of Goods and the Convention on the Limitation Period in the International Sale of Goods are excluded wherever applicable.

Attachment:

- technical parameters of optic fibre connectors.

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