

**REGULATIONS OF GENERAL CONDITIONS OF PURCHASE OF GOODS BY
OPTOPOL Technology, a Joint-Stock Company**

I. General provisions.

1. The Regulations of General Conditions of Purchase of Goods by OPTOPOL Technology, a Joint-Stock Company (hereinafter referred to as the "**Regulations**"), regulate contractual terms and conditions between OPTOPOL Technology, a Joint-Stock Company (hereinafter referred to as "**OPTOPOL Technology**") and vendors (hereinafter referred to as the "**Vendor**") in the scope of their agreements of sales or delivery (hereinafter referred to as the "**Agreement**"), of devices, elements, parts and other goods (hereinafter referred to as the "**Goods**").
2. OPTOPOL Technology manufactures optical, ophthalmologic and dermatological products and devices used in medicine and cosmetology, for production of which the Goods may be used.
3. The Regulations is binding for the Parties, unless otherwise agreed upon between the Parties. In case when the Regulations are in any part contradictory with the Vendor's regulations, the present Regulations shall be prevailing. The Regulations is applicable to any agreements and contracts concluded between the Vendor and OPTOPOL Technology, unless the Parties exclude its effectiveness in a written form. In case the Vendor does not agree with any provisions of the Regulations, the Vendor is obliged to notify OPTOPOL Technology about such circumstances. The Vendor's declaration, mentioned in the previous sentence, submitted to OPTOPOL Technology after conclusion of the Agreement entitles OPTOPOL Technology to withdraw from the Agreement. In case of OPTOPOL Technology's withdrawal from the Agreement because of the above reasons, the Vendor shall not be entitled to any claims against OPTOPOL Technology. The Regulations shall effective with valid Agreement only.
4. Either Party provides and guarantees to the other Party that
 - 1) it has all necessary rights to conclude the Agreement and all rights and means necessary to perform obligations undertook in this Agreement;
 - 2) its signing of and undertaking to perform the Agreement, as well as performance of activities required to execute the Agreement is valid, binding and possible to be enforceable;
 - 3) its signing the Agreement and performance of resulting obligation shall not cause a breach of any regulation of law or other effective regulations, nor any other court or administrative decision.
5. OPTOPOL Technology can change the Agreement in a written form at any time and the Vendor shall be obliged to accept it under the same terms and conditions it had concluded the Agreement. In case when the changes made to the Agreement are significant and relate o technological matters, costs of introduction of such changes shall be borne by OPTOPOL Technology, unless such cost arose at all.
6. In case when OPTOPOL Technology introduces changes to the Agreement according to item 5 above, acknowledgement of such changes shall be made immediately and silence of the Vendor shall denote acknowledgement of the changes. Refusal to accept the changes in the Agreement authorizes OPTOPOL Technology to withdraw from the Agreement.

II. Delivery of Goods

1. If the Parties did not specify any other terms and conditions, the delivery of goods shall be performed under conditions of DDP (Delivered Duty Paid) pursuant to Incoterms 2000 to the address specified by OPTOPOL Technology. In case of no indication of the place of reception of Goods in the Agreement, the Vendor shall be obliged to deliver the Goods within the specified delivery date to the registered seat of OPTOPOL Technology. Risk connected with damage of the Goods or its loss and property of the Goods shall be transferred to OPTOPOL

Technology at the moment of reception of Goods from the Vendor according to the Agreement and the Regulations.

2. The goods shall be properly packed and protected in a manner preventing the Goods from being damaged or destroyed.
3. Along with the Goods the Vendor shall also provide OPTOPOL Technology with: quality certificates, conformity certificates, manuals in Polish and other necessary documents related to the Goods. Lack of the above-specified documents shall mean an incomplete delivery of Goods.
4. Reception of Goods shall be confirmed in writing in the document, which shall specify type of Goods, its quantities and number of packages, as well as possible reservations of OPTOPOL Technology and shall confirm issuance of documents specified in item 3 above.
5. In case of delivery of Goods on the date earlier than specified in the Agreement without a written agreement with OPTOPOL Technology, OPTOPOL Technology can send the Goods back at the Vendor's expense. In case of reception of Goods, until its handover according to the date specified in the Agreement, it is kept by OPTOPOL Technology at the expense and risk of the Vendor.

III. Payment for the Goods

1. Prices of Goods specified in the Agreement shall be final, include all taxes and fees, including goods and services tax, as well as possible duty charges and cannot be increased without a written consent of OPTOPOL Technology.
2. Delivery of Goods according to the Agreement, along with all documents specified in item II.3 of the Regulations, acknowledged with the take-over certificate referred to in item II.4 of the Regulations, shall constitute the basis for the call for payment and for issuing and handing over a VAT invoice including a total price of Goods supplied to OPTOPOL Technology.
3. Payment of the price of sale shall be made by bank transfer to the bank account of the Vendor indicated in the contents of the VAT invoice after delivery of correctly issued VAT invoice date to OPTOPOL Technology.
4. In case when the VAT invoice is issued incorrectly, OPTOPOL Technology shall call the Vendor to correct it and the date of payment, specified in item 3 above shall be counted starting from the date of last correction made by the Vendor. Until the time of correction of invoices OPTOPOL Technology has no obligation of making any payments for the Vendor for neither current pay nor pay included in subsequent VAT invoices issued by the Vendor on the basis of this Agreement.
5. Acceptance of Goods by OPTOPOL Technology before the date specified in the Agreement shall not authorize the Vendor to call for payment within a period earlier than the period specified in case of delivery of Goods within the period specified in the Agreement.
6. The Vendor expresses irrevocable consent to the fact that due contractual penalties charged to the Vendor by OPTOPOL Technology according to the Agreement, as well as any compensation shall be deducted from the price owed to the Vendor. Filing of the complaint according to item IV of the Regulations shall entitle OPTOPOL Technology to withhold payment in relation to faulty Goods until delivery of Goods conforming provisions of the Agreement.

IV. Warranty. Complaints.

1. At delivery, OPTOPOL Technology is obliged to verify quantities of the Goods with the Agreement. In case of quantitative shortage of Goods as compared to the amounts specified in the Agreement, the Vendor shall complete the lacking quantities within 24 hours from OPTOPOL Technology's reception of Goods. Delivery and reception of the missing part of the Goods shall be made under conditions specified in item II.

2. The Vendor shall grant OPTOPOL Technology a 24-month warranty for Goods delivered and handed over, subject to the latter sentence. The warranty period shall be counted from the date OPTOPOL Technology's reception of Goods according to provisions of item II.4 of the Regulations. However the warranty period shall not be terminated before the end of warranty period granted by OPTOPOL Technology for the device using the Goods delivered on the basis of the present Agreement.
3. The period of guarantee for defects shall be equal to the period of quality warranty.
4. The Vendor declares that the defective Goods shall be replaced for the new and fault-free Goods at the expense and risk of the Vendor within 2 (two) days from the date OPTOPOL Technology submits the defect/fault. In case of lack of timely removal of the defect in a manner specified above, OPTOPOL Technology shall have the right to purchase the Goods with the same parameters as the Goods delivered by the Vendor, from other vendor at the expense of the Vendor, subject to the right to contractual penalty.
5. Notification about the defects shall be made in the form of a written letter, which shall be sent to the Vendor by means of fax or by registered mail.
6. Within the effective period of warranty or guarantee, OPTOPOL Technology shall have the right of alternative selection of rights resulting from warranty or guarantee for defects.
7. The Vendor shall provide availability of spare parts, components and consumables within 7 years from the date of reception of Goods by OPTOPOL Technology.

V. Responsibility

1. The Vendor shall bear responsibility for failure to perform or improper performance of any obligations of the Vendor resulting from the Agreement concluded with OPTOPOL Technology.
2. In any case, when OPTOPOL Technology receipts the Goods, and subsequently it turns out that as the result of improper performance or failure to perform, OPTOPOL Technology incurred any costs and/or expenditures connected with satisfying claims of third parties, the Vendor shall cover any justified costs and expenditures incurred by OPTOPOL Technology. The Vendor shall be in particular obliged to cover a loss resulting in the property of the third party as a result of faulty Goods assembled in the devices manufactured by OPTOPOL Technology.
3. In case of a loss exceeding the amount of reserved contractual penalties, which the Vendor is obliged to pay to OPTOPOL Technology, OPTOPOL Technology may seek payment of complementary compensation pursuant to the provisions of the Civil Code.

VI. Confidentiality

1. Either Party undertakes to maintain confidentiality of any information received from the other Party or from any other sources directly or indirectly in relation to the present Agreement and shall not disclose it to third parties (confidentiality clause). Either Party shall be also obliged to take any actions or withdraw from taking such actions to provide that their managerial staff, employees, clients and other co-workers abided by the confidentiality clause.
2. The Parties establish that also provisions of this Agreement, as well as any other verbal and written arrangements made between the Parties, as well by the Parties collectively or individually with third parties.
3. The provisions of item 1 and item 2 above shall not be applicable to situations, when the obligation of disclosure of information results from effective regulations of the law, legally valid court sentence or other valid decision of public body, or disclosure of information aims at performance of this Agreement by either Party.

VII. Miscellaneous provisions

1. The Vendor consents to placing a trademark of the Vendor, as well company and address data of the Vendor in materials including data and information about devices manufactured by OPTOPOL Technology.
2. The headings of these Regulations only aim at providing easier insight in its contents and shall not influence its interpretation.
3. The Agreement and the Regulations constitute the entirety of the agreement between the Parties and replace any previous agreements and understandings connected with the subject of the Agreement.
4. Provisions of the Civil Code shall apply to any cases not regulated by the Agreement or the Regulations.
5. Either Party shall bear own costs related to negotiations and conclusion of the Agreement.
6. Any changes to the Agreement or the Regulations shall be made in writing, or else shall be null and void.
7. Any disputes resulting between the Parties in the scope of performance or interpretation of this Agreement and the Regulations shall be settled on the principle of mutual understanding and, in case of lack of such understanding, by a court locally competent to the registered seat of OPTOPOL Technology.
8. The Vendor shall not transfer rights and obligations resulting from the Agreement, including liabilities, onto third party without a prior written consent of OPTOPOL Technology.
9. Any notifications, declarations or information directed to the other Party to the Agreement and on the basis of it shall be made in writing and delivered in person by a fully paid registered mail, courier, confirmed facsimile or by electronic mail against confirmation of receipt, taking into account address data specified in the Agreement. Either Party shall notify the other Party about any changes of its address or other data without any delay.