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COMPANY DETAILS

Company name:		
Address:		
Postal code:	City:	
Country:		
Phone number:		
VAT number:	Commercial	
Website:		
DELIVERY	Y ADDRESS	
Name:		
Address:		
Postal code:	City:	
Country:		
DIRECTOR	R	
	Mr. Mrs.	
First name:	Last name:	
Address:		
Postal code:	City:	
Country:		
Mobile phone:		
Passport number:		
SALES CO	DNTACT	
	Mr. Mrs.	
First name:	Last name:	
Phone	Mobile	
Phone number: Email address:	Mobile phone:	

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PURCHASE CONTACT

	Mr. Mrs.					
First name:	Last name:					
Phone number:	Mobile phone:					
Email	Skype:					
address:						
ACCOUNTI	NG DEPARTMENT					
	Mr. Mrs.					
First name:	Last name:					
Phone number:	Mobile phone:					
Email address:	Skype:					
BUSINESS	DESCRIPTION Please provide a short introduction of what your con	npany is doing exactly.				
REFERENCES Please give us some references. For example of your local partners.						

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ABOUT US

BUSINESS TYPE		
Official distributor	Online Shop	Importer / Exporter
Provider	System integrator	
Wholesaler	Assembler	
Retailer	Service Center	
INTERESTED IN		
Selling to US	Buying from US	
PRODUCTS IN % of your business	% of your business	
Nutrition suppliments		
Electronics		
Clothes		
Shoes		
Sporting goods		
STOCK TYPE % of your business	% of your business	% of your business
Original	Low End	New
Operator	High End	Used

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General Conditions of Sale and Delivery
DORGE TRADE SP. Z O.O.
ul. Hetmańska 40-112
15-727 Białystok
Poland

1. Conclusion of the contract

All deliveries by the seller are effected on the basis of the following General Conditions of Sale and Delivery. Any changes or additional agreements require the written confirmation of the seller to become effective and only apply to the relevant individual transaction. The seller herewith objects to any deviating conditions of purchase of the purchaser; they are also not binding on the seller, even if the seller does not object to them again upon conclusion of the contract. The transmission of the order confirmation shall not be regarded as an acknowledgement of the purchaser's conditions as well. The seller's conditions are deemed to be accepted at the latest upon acceptance of the goods.

2. Prices

Unless agreed otherwise, the selling prices applicable on the date of delivery are charged, and any transportation or other incidental expenses are invoiced separately. Any discounts or rebates granted only apply to the respective delivery and not to any follow-up orders or deliveries, including if the seller does not object to any deductions made by the purchaser in the case of possible follow-up orders or deliveries. Unless otherwise agreed offers of the seller are not free of charge, if these offers result from a request of the purchaser and no purchase order results from this request.

3. Orders

Unless otherwise agreed, orders by the purchaser or amendments of such orders can be made by the purchaser in a written form only. The purchaser is bound to the order and is not entitled to withdraw from the order.

4. Terms of payment and tax

Unless otherwise agreed, orders by the purchaser or amendments of such orders can be made by the purchaser in a written form only. The purchaser is bound to the order and is not entitled to withdraw from the order.

Cheques and bills of exchange are not accepted. If payment terms are not complied with, the seller is entitled, at its discretion (i) to charge interest on arrears of nine point two percentage points above the base rate, to demand, irrespective of a fault, the costs of extra-judicial recovery and collection measures and to claim damages for any losses incurred by the seller or (ii) to cancel the contract and claim damages due to non-performance. In the latter case the seller is entitled, irrespective of a fault of the purchaser, to demand or to retain the agreed down payment, but at least 15% of the purchase price, as a penalty. The duty to pay the penalty shall not impair the seller's right to assert any additional losses. Payment periods granted commence on the date of invoicing. If payment periods are not met, the seller is also entitled to demand immediate payment of all of the claims the seller has against the purchaser.

The purchaser and the seller shall purchase and sell the goods in compliance with existing national and international tax law. The purchaser undertakes to indemnify the seller from and against all claims regarding the non-compliance with these provisions, in particular with VAT law.

5. Delivery period and acceptance date

As a rule, the seller's particulars regarding delivery dates are non-binding. The seller is not liable for any delays on the part of seller's suppliers. The seller's delivery obligation is subject to the reservation of correct and punctual deliveries from its suppliers, unless incorrect or non-punctual delivery from its suppliers is attributable to a fault on the seller's part. Any claims of the purchaser for damages due to late performance are excluded. The purchaser is obliged to accept the goods immediately after a notification of their provision for delivery. In the event of late acceptance, the purchaser is liable to pay storage expenses without prejudice to any other rights the seller may have. Insofar as partial deliveries are possible, the seller may also effect partial deliveries at its option. Each partial delivery is regarded as a separate transaction and can be invoiced by the seller separately. With respect to mass-produced goods, the seller does not grant any warranty that the ordered quantity is absolutely complied with. Any excess items in the limits of usual tolerances are to be taken over by the purchaser at the same price. Delivery duties and delivery periods shall be suspended as long as the purchaser is late with a payment or fails to perform any other acts necessary for fulfilling the order. Any change in an order results in a change of the originally agreed delivery date.

In case of sale "On Hold" the following shall apply: After receipt of the payment in full the seller shall send a release letter to the purchaser and the forwarder/carrier. The purchaser has to sign the release letter and thereby agrees with the delivery of the goods according to the inspection report. The forwarder/carrier may only surrender the goods after the purchaser has presented the release letter signed by both seller and purchaser. A transfer of property only takes place after the forwarder/carrier has confirmed the delivery by signing the release letter and after the purchase price has been paid in full. The purchaser has to collect the goods from the forwarder/carrier upon the release of goods. A partial release is not permitted. The forwarder/carrier may hold the goods up to a maximum of 14 days after receipt of the release letter signed by the seller. In case the purchaser does not collect the goods within this period or if the purchaser refuses

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acceptance of the goods the seller is entitled to recall the goods and to demand a penalty in the amount of 30% of the purchase price.

6. Shipment

Where no specific requirements regarding shipment have been defined in the purchase order, transportation is effected at the seller's best discretion, but without any responsibility for the cheapest means of transportation. Shipment is effected exclusively at the risk of the purchaser, including in the event of freight-prepaid deliveries.

Packaging material is invoiced at cost of sale and not taken back. Goods sent directly to third parties are regarded upon shipment as delivered in compliance with these terms and conditions and as accepted definitely with respect to their outer and inner properties.

7. Reservation of title

The goods delivered remain the seller's sole property until its total claim has been paid fully. The total claim means both its claim under the delivery of the goods and under the delivery of other goods or due to other legal reasons. The reservation of title only lapses after all of the seller's claims have been paid by the purchaser. This also applies to a balance to the debit of the purchaser under a current account relationship. If the purchaser is late with payment, the seller is entitled to demand return of the goods at any time, including without cancelling the contract. Any legal action commenced regarding the purchase price or a part thereof shall not affect the seller's reservation of title. As long as the seller's reservation of title exists, the seller also has the right to cancel the contract. If the contract is cancelled, the purchaser will be credited only for the amount for the goods returned to the seller, which is the fair value of the goods on the date of return, less any handling expenses or transportation expenses incurred by the seller or other disadvantages caused by the cancellation of the contract, including lost profits. As long as the seller's reservation of title is in existence, the purchaser may only dispose of the goods with the seller's prior written consent. If the purchaser disposes of the seller's goods, the seller automatically acquires all receivables and claims, which the purchaser accrues under the disposition of the goods. If the goods are commingled or processed, all resulting co-ownership claims shall be vested in the seller instead of in the purchaser. In the event of pledging of or any other claims to the delivered goods on the part of third parties, the purchaser shall notify the seller immediately. If the purchaser fails to pay the purchase price indicated in the invoice sent to the purchaser, including the value added tax stated, by the agreed due date, the purchaser shall secure the seller's claim still outstanding by creating a sufficient lien, at its option, either on real property in the ownership of the purchaser, on items of tangible fixed assets, on investments held by the purchaser in third-party companies, on items of inventories, on bank balances with domestic credit institutions as well as on unconditional claims under contractual deliveries and services provided to customers with impeccable creditworthiness, in each case to the extent of the due purchase price claim.

8. No transfer of rights

The transfer of the rights under the delivery contract to third parties without the seller's consent is not permitted.

9. Warranty

The purchaser shall inspect the goods immediately upon acceptance or arrival at the place of delivery in the presence of the forwarder or carrier, and immediately notify any defects to the seller in writing. Otherwise the goods shall be deemed free from defects, unless the defects are hidden defects. Notice of hidden defects shall be given to the seller without delay upon their being detected by the purchaser. The warranty period shall be six months. In the event that a justified and timely complaint regarding the quality of the goods delivered has been submitted, the seller shall offer to the purchaser either a credit note or free replacement, if the goods in question are returned by the purchaser. The purchaser's rights to rescind the contract or of redhibitory action shall be excluded.

Any specific properties of the goods delivered shall only be deemed warranted within the meaning of Poland law if they were explicitly promised by the seller (but not by third parties). Information contained in product descriptions is not equivalent to explicitly warranted properties. Despite careful preparation and regular review, all information in these documents is provided subject to printing, calculation and/or typing errors as well as other mistakes at all times. The seller shall not accept any liability and/or provide any guarantee for the up-to-dateness, correctness and completeness of the contents of these documents and their further use. The seller reserves the right to modify and/or supplement these documents (or parts thereof) without separate prior notice or notification at any time, without any claims whatsoever arising for, or being due to, the purchaser.

10. Claims for damages and resale

The seller shall only be liable for intentional conduct or blatantly gross negligence, with reversal of the burden of proof within the meaning of Poland law being waived in this context. Any liability for slight negligence and ordinary gross negligence shall be excluded in any case. Moreover, in terms of amount, the seller's liability shall be limited to the value of the goods sold to the purchaser. The seller shall not be liable for loss of profits, consequential damage caused by defects, economic success, indirect loss and purely financial loss of any kind. Any claims for damages, in particular those asserted instead of warranty claims, shall lapse within six months after the purchaser becomes aware of the loss and the

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originator of the loss.

Any liability on the part of the seller for compliance with intangible property rights of third parties in connection with the goods delivered by the seller shall be explicitly excluded. Hence, the seller shall not be liable in the event that intangible property rights of third parties, such as rights under patent, copyright, trademark and industrial design law, are violated by goods delivered by the seller for any reason whatsoever. Any liability on the part of the seller vis-à-vis other persons than the purchaser shall also explicitly be excluded. In the event that the purchaser or other contractual partner of the seller resells the products marketed by the seller or sold by the seller, the former shall be obliged to ensure that the provision above is imposed in full on its customers as well and that they in turn are obliged to impose them on all further customers. The purchaser or other contractual partner of the seller shall indemnify the seller against any disadvantages suffered by the seller if they do not comply with the duty to impose these obligations on their customers and if claims in this respect are asserted against the seller by third parties. Resale shall mean any transfer to other customers, whether in processed or non-processed form, in the context of any works performed.

The purchaser may only resell the goods acquired from the seller to purchasers situated in countries where commissioning and use of these goods are admissible. Should this not be the case, the purchaser shall indemnify the seller against any disadvantages arising from such inadmissibility.

11. No offsetting

Offsetting with counter-claims against the seller's claims is not permitted, unless the seller acknowledges such offsetting explicitly in writing in an individual case by specifying the amount.

12. Release from the performance of contracts concluded

Any events of force majeure and their consequences shall release the seller from its duty to deliver. Changes in the purchaser's creditworthiness give the seller the right to cancel the purchase or to request payment in advance or securities. In this case, the purchaser shall be liable for expenses incurred by the seller in connection with the order placed. Damage claims made by the purchaser due to these reasons are excluded.

13. Property rights

The purchaser is responsible for not infringing the property rights of third parties in conjunction with the goods and is obliged to indemnify the seller from and against any claims that may be asserted against the seller in connection with such property rights.

14. Confidentiality clause

With regard to information brought to the attention of the purchaser in the performance of the order/delivery, the purchaser is ineligible to divulge this information to third parties or use them for their own benefit or that of any third party. The purchaser must keep this information confidentially, also after the delivery. The purchaser must transfer these obligations to all his subcontractors and employees.

15. Invalidity of individual provisions

If individual provisions of these General Conditions of Sale and Delivery are invalid, the validity of the remaining provisions of these General Conditions of Sale and Delivery and of the conclusion of contract shall not be affected.

16. Applicable law, place of performance and place of jurisdiction

The laws of the Republic of Poland shall be applicable, excluding the country's conflict of law rules. The provisions of the UNCITRAL Sales Convention of 1980 shall be excluded. The place of performance for delivery and payment shall be Poland. The place of jurisdiction for all disputes under this contractual relationship shall be the competent court in Poland.





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Name:	
Date:	Company stamp

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