



1 Subject of contract

The subject of the sale contract concluded also in a form of order on the basis of Order Form which constitutes Annex to GCSC (hereinafter referred to as Contract) constitutes transfer of ownership and handing over goods indicated in the Contract (hereinafter referred to as Goods) by the Supplier and, if the Contract provides for such a possibility, delivery of Goods to the Purchaser, and acceptance of Goods by the Purchaser and paying the selling price.

2 Placing orders and making other statements

1. The condition for appropriate execution of Contract by the Supplier is adequate completion of Order Form that constitutes an annex to the Contract by the Purchaser and delivery to the Supplier, by means of filling in all empty spaces dedicated to the Purchaser and marking the Goods in accordance with the class symbol.
2. In case of change of persons indicated by the Party in the Contract or the Order as authorized to execute the contract or in case of granting additional authorization to other person, the Party shall notify of such event the other Party in writing indicating the details of the newly authorized person otherwise actions of such person shall be deemed ineffective in relation to the other Party. All activities and statements made in the course of execution of Contract shall be addressed to persons indicated in the first sentence.
3. A binding and effective method of notifying, placing orders, making statements and providing any other information related to execution of Contract is my means of fax, email, or a registered letter, signed by persons authorized to represent the Party, or persons indicated as authorized to execute the Contract exclusively within the scope of this authorization, preserving the confirmation of a sent fax, email read confirmation, or certificate of posting of registered letter. This provision does not breach the binding regulations regarding the form and modes of making statements and particular provisions of the GCSC.
4. The yearly and monthly orders shall be placed in writing (registered letter), and the running orders may be placed

made on the telephone with a confirmation on a form of a fax, email or registered letter.

5. The quantities provided in yearly and monthly orders are just approximates, however the running orders specify the ordered quantities more precisely around 7 tons for each shipment.

6. The Purchaser shall provide delivery schedule in case of orders exceeding 500 tons. The schedule shall be approved by the Supplier otherwise it shall not bear responsibility for delayed deliveries.

3 Price offer

1. The Purchaser completes the Order Form and purchases the Goods at prices specified in Supplier's price offer that is valid on the day of order delivery.
2. Supplier's Offer may be accepted only without reservations. No disagreement of the completed Order Form with Section 1 is binding for the Supplier.
3. The Parties may agree on a specific price for each order, as well as agree on fixed prices for sale as a price offer for a specific period of placing orders.
4. The Supplier reserves the right to unilateral change of prices and payment terms provided for in the offer on the basis of change of external parameters. Such change does not imply change of the Contract terms, and is binding within 7 days after notifying the Purchaser on the change and the calculation basis. In such case the Purchaser is entitled to terminate the Contract 7 days after receiving information regarding the change.
5. The agreements concerning the prices require written form otherwise being null and void.
6. The Supplier has right to change the amount of trade credit granted and the payment terms granted to the Purchaser and indicated on invoices, on the basis of the analysis of running turnover with the Client and the course of mutual cooperation.
7. The Supplier may grant bonus and discounts as a compensation for all cost incurred by the Purchaser on the basis of principles of fair competition, especially for advertising, expert consultancy, professional customer service and ensuring appropriate storage place. The bonuses and discounts are granted only in relation to delivered and paid goods within 30

days from payment date in a form of reconciliation with the subsequent order.

8. The Purchaser undertakes to bear the cost of handing over and acceptance of goods and others related to execution of Contract, especially customs duty, taxes, and other fees required by regulations in force, cost of transport insurance (only when required by the Purchaser), weighing fees, diversion fees, local fees.

9. In case of orders which due to the quantity do not use full transport capacity of vehicles, the transport cost shall be calculated as for transport of a fully loaded vehicle in accordance with current prices of the carrier.

10. Additional fee shall be charged in case of two or more goods loading places and in case of two or more places or unloading.

4 Dates of Handing Over Goods

1. The Supplier shall hand over Goods to the Purchaser according to time indicated on the Order, which is seen as an approximate, unless the Purchaser clearly states that the deliveries must be performed exactly at the specified hour. In the second case a 2-hour delay is permissible and does not imply breach of Contract.
2. The Supplier shall not be deemed responsible for delays caused by force majeure or other circumstances beyond Supplier's control, especially delays caused by the goods manufacturer, the Purchaser or persons cooperating with the Purchasers or other third parties.
3. The delay caused by circumstances described in Section 2 results in automatic postponement of dates agreed upon in the Contract.

5 Handing over Goods

1. The Purchaser shall promptly proceed to unloading and acceptance of Goods. Unloading the vehicle in the place of delivery shall be performed within no more than two hours counting from the vehicle arrival time in Purchaser's site (however, not earlier than from the moment of the scheduled delivery time). The Supplier has the right to charge for every additional hour of demurrage in amount specified in "Demurrage and Redirecting Fees", which constitutes an Annex to GCSC.
2. The Purchaser shall provide appropriate and secure unloading of Goods with participation of the car-

ZARZĄD SPÓŁKI	JD TRADE SP. Z O.O.	BIURO HANDLOWE	RACHUNKI BANKOWE
PREZES: JOACHIM DUDA	45-081 OPOLE	TEL 77/4419811	BANK ZACHODNI WBK SA
P R O K U R A :	UL. PIASTOWSKA 3	TEL 77/4419812	I ODDZIAŁ W OPOLU
RENATA AREND	TEL 77/4419800	FAX 77/4419813	87 109 021 380 000 000 000 000
SEBASTIAN DUDA	FAX 77/4419802	KRS:000032340	Bank DnB NORD Polska SA
JOLANTA RAUDZIS	NIP: 754-21-47-944	REGON: 531238897	93 219 000 023 000 000 000 000

rier, and especially provide unloading devices and devices for placing the Goods in a safe and proper place. The Purchaser shall, due to specification, requirements and parameters of Goods, prepare storage place in accordance with requirements specified in Annex to GCSC. If unloading is not performed with the device installed on the vehicle, the cost of unloading and unloading activities is charged to the Purchaser.

3. The Purchaser shall accept the Goods and inspect it in terms of conformity with the contract, especially type, grade, quantity and visible defects. 2% weight difference is permissible. Signed waybill, weight slip or inventory issue document [WZ] confirms type, grade, quantity and quality (in terms of visible defects) of delivered Goods. Lack of any reservations in the waybill, weight slip or inventory issue document [WZ] releases the Supplier from liability for physical defects of Goods, except for the right to make a complaint regarding hidden defects.

4. The Goods may be handed over only to the Purchaser's representative who holds a written authorization for acceptance of Goods, issued by a person authorized to represent the Purchaser and sealed with the company seal. In case if abovementioned representative accepted the Goods previously on behalf of the Purchaser, it is assumed, that s/he holds authorization for acceptance of any subsequent batch of Goods, including Goods that come from other transactions, unless the Supplier is notified in writing about withdrawal of such authorization.

5. Failure to accept or in case of delay of acceptance of Goods exceeding two hours, the Supplier shall charge the Purchaser the transport and demurrage cost in accordance with "Demurrage and Redirecting Fees", which constitutes an Annex to GCSC, and in accordance with current prices of the carrier.

6. Failure to accept of Goods, refusal to confirm acceptance by the Purchaser or unjustified notification of Goods defects, the Supplier may decide to leave the Goods delivered to the Purchaser in the place of delivery or with another person at the cost and risk of the Purchaser with effect of completing the service, or perform an unilateral acceptance or deem the Contract terminated in terms unaccepted batch of Goods.

7. If the Contract is deemed terminated in accordance with Section 6, the Supplier is entitled to freely dispose of the Goods. Compensation for failure to comply with the terms of Contract by the Purchaser is a stipulated penalty equal to the double value of the contract and the transport service.

8. The Purchaser shall promptly notify the Supplier about the change of the delivery date, however not later than 2 hours prior to providing the means of transport for the planned loading. Should the Purchaser fail to comply with this term, it shall pay the Supplier a fee for redirecting the transport and demurrage in amount specified in "Demurrage and Redirecting Fees", which constitutes an Annex to GCSC. In addition the Purchaser shall pay the cost of transport from the loading place to the delivery place, and the cost of transport to an alternative unloading place in accordance with current prices of the carrier.

9. Handing over Goods to the Purchaser takes place in time and place of entrusting the carrier, who specializes in transporting such goods, with Goods by the Supplier, in order to be transported to the destination specified in the order or in place and time of handing over the Goods to the Purchaser, if the Purchaser accepts the Goods using its own means of transport.

10. At the moment of handing over the Goods to the carrier, who specializes in transporting such goods, by the Supplier, or in place and time of handing over the Goods to the Purchaser, if the Purchaser accepts the Goods using its own means of transport, the Purchaser assumes the benefits and responsibilities related to the Goods and risk of incidental loss or damage.

11. If a discrepancy occurs between the handed over batch of Goods and its documents, the Purchaser shall notify the Supplier about such incident within 2 days from handing over.

6 Certificates, Attestations and Certificates of Conformity

1. The Purchaser declares to hale familiarize with the documentation indicated in the Contract or Order, and the delivered Goods are in conformity with its requirements in terms of standards specified by valid regu-

lations of the building code, and in technical and construction rules and Polish Standards.

2. Upon the request of the Purchaser, the Supplier shall furnish the Purchaser with documents specified in Section 1.

3. If the subject of contract are fly ashes from combustion of hard coal which are other than hazardous waste, as specified by the Act of 27 April 2001 on Waste Management (Journal of Laws No. 62 item 628, as amended), the Supplier upon request of the Purchaser undertakes to provide the Purchaser with available results of tests and attestations.

4. The Purchaser declares that it holds appropriate waste management permit issued pursuant to relevant provisions of the Act of 27 April 2001 on Waste Management, copy of which shall be sent to the Supplier by the Purchaser at Supplier's request. The Purchaser shall notify the Supplier about any change in the abovementioned decision concerning the scope of waste management by the Purchaser.

5. Fly ashes which are the subject of contract shall be used for manufacturing process of the Purchaser exclusively in its own plants, in accordance with the said waste management permit.

6. The Supplier shall not bear responsibility for the quality of ordered goods without certificates of conformity or attestations.

7 Packaging

1. The Supplier shall pack the Goods securing them from damage during transport and unloading.

2. In case of purchasing Goods in bulk, the Goods are not packed, but delivered in a bulk cement truck (or handed over to a bulk cement truck).

3. In case of bagged cement, the packaging method shall enable verification of conformity of Goods with the Contract (in terms of apparent defects) taking into account assortment, quantity and quality, without necessity to damage the packaging.

4. Disposable pallets are not returnable and their cost is included in the Goods price. In case of delivery of Goods on returnable europallets their cost is charged to the Purchaser if the europallets are not returned clean and undamaged within 14 days from handing over the Goods on the Supplier's seat. Otherwise the Sup-

ZARZĄD SPÓŁKI	JD TRADE SP. Z O.O.	BIURO HANDLOWE	RACHUNKI BANKOWE
PREZES: JOACHIM DUDA	45-081 OPOLE	TEL 77/4419811	BANK ZACHODNI WBK SA
P R O K U R A :	UL. PIASTOWSKA 3	TEL 77/4419812	I ODDZIAŁ W OPOLU
RENATA AREND	TEL 77/4419800	FAX 77/4419813	87 109 021 380 000 000 000 000
SEBASTIAN DUDA	FAX 77/4419802	KRS:0000032340	Bank DnB NORD Polska SA
JOLANTA RAUDZIS	NIP: 754-21-47-944	REGON: 531238897	93 219 000 023 000 000 000 000

plier shall issue a VAT invoice to the Purchaser.

8 Warranty for defects and complaints

1. The Supplier is liable under the warranty, for all physical defects of the Goods, exclusively on terms and conditions of the present GCSC. The Supplier's liability under the warranty is limited to these GCSC.

2. Any claim made in violation of the provisions of the GCSC, especially violating the terms described in this Section or violation of conditions of proper transport and storing specified for individual Goods in annexes to GCSC releases the Supplier from liability for physical defects of Goods.

3. Claims concerning assortment, grade, quantity and apparent physical defects shall be reported to the Supplier at handing over goods, pursuant to Section 5, item 3.

4. Claims concerning physical unapparent defects shall be reported in a form of a registered letter within 10 days from disclosing a defect, however not later than 25 days after handing over Goods.

5. Pursuant to Section 5, item 3 when the Purchaser or an authorized person signs the goods receipt documents without any additional comment, signifies for the Supplier that a specific batch of Goods was accepted with no quantity, grade, type reservations, and other apparent defects.

6. Samples for claims proceedings are taken in accordance with laboratory procedures applicable for examination of Goods by the Manufacturer or independent laboratories.

7. Samples that were not taken in conformity with the abovementioned procedures shall not be accepted. In such cases the results of examinations from manufacturer's laboratory shall be considered valid and binding.

8. In regards to claims made and required by the present section during delivery by a carrier, the claims shall be made in a form of Claims Report that constitutes an Annex to GCSC and include description of all defects and discrepancies reported by the Purchaser.

9. In order to recognize a claim, the Purchaser shall secure the Goods subject to claim, make sure that the Goods is not further processed and ensure appropriate conditions that will allow the Supplier to examine all Goods subject to claim. The Goods

under claim shall be made available to the Supplier in its seat, except for the case when the weight of Goods under claim exceeds 20kg or the Goods were already used in the Investment location.

10. The Supplier shall investigate the claim and notify the Purchaser on the mode of considering within 25 days from receiving the claim. If investigation of the claim requires participation of third parties, including suppliers (Manufacturer) of Goods, the time of claim investigation does not include the time of providing services by third parties or time necessary for appropriate performance of duties, indicated in item 9, by the Purchaser.

11. The Parties mutually declare that in case, if for the investigation of defects it is necessary to conduct examination of quality parameters, the examination shall be performed by the laboratory of Goods' manufacturer or laboratory mutually indicated by the Purchaser and Supplier.

12. Should a physical defect of Goods be discovered the liability of the Supplier under the warranty shall be limited to replacing the defective Goods with the same quantity of Goods free from defects, and the Purchaser shall not be entitled to claim compensation for damage resulting from it.

13. The cost incurred by the Supplier in relation to the unjustified claims shall be charged to the Purchaser.

9 Selling price, VAT invoices, payment terms

1. Selling price and payment terms are specified in the Order Form or in the Contract.

2. Payment date is the day of crediting the balance on the account. The Supplier may claim statutory interest for delayed payment.

3. The Purchaser undertakes to make payments to the Supplier in a timely manner. The Purchaser declares that it has sufficient financial means in order to execute the Contract.

4. Payment of selling price by means of deduction or application of the right of retention is not applicable.

5. The parties agree that in case of a delayed payment of any VAT invoice longer than 3 days, all payment claims of the Supplier become due and payable with immediate effect if after expiry of additional date indicated in the default notice the Pur-

chaser does not pay all due VAT invoices. The Supplier shall send the Purchaser a default notice, setting an additional three-day payment deadline under pain of effect resulting from the first sentence and possibility of termination of the Contract with immediate effect. In cases where this section is applicable, the Supplier is entitled to claim contractual interest in the amount of statutory interest due to delayed payment.

6. In case indicated in section 5, the Supplier is entitled to hold realization of consecutive batches of Goods without liability for improper execution of the Contract.

7. Making a claim in regards to the quantity of the received Goods entitles the Purchaser to refuse to pay for the undelivered part of the Goods. Making other claim does not provide grounds for refusing to pay.

8. The Purchaser is not entitled for making deductions or assignment of receivables in regards to the Supplier without obtaining written agreement from the Supplier.

10 Principles of fair competition

1. The Purchaser shall not change the place of delivery indicated in the Contract or resell the purchased Goods without notifying the Supplier and obtaining its approval.

2. In case of violation of section 1, the Purchaser shall pay the Supplier a stipulated penalty equal to the double value of the order in question.

3. The change of the place of delivery must be agreed upon not later than 2 hours prior to providing the means of transport for the planned loading. Should the Purchaser fail to comply with this term, it shall pay the Supplier a fee for redirecting the transport in amount specified in "Demurrage and Redirecting Fees", which constitutes an Annex to GCSC. In addition the Purchaser shall pay the cost of transport from the loading place to the delivery place, and the cost of transport to an alternative unloading place in accordance with current prices of the carrier.

11 Withdrawing from a Contract

The Purchaser is entitled to withdraw from the Contract not later than 2 hours prior to the time of Goods shipment.

12 Payment security

ZARZĄD SPÓŁKI	JD TRADE SP. Z O.O.	BIURO HANDLOWE	RACHUNKI BANKOWE
PREZES: JOACHIM DUDA	45-081 OPOLE	TEL 77/4419811	BANK ZACHODNI WBK SA
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The method and conditions of payment security are specified in the Contract.

13 Termination of the Contract

1. The Supplier is entitled to terminate the contract with immediate effect if the Purchaser violates twice any of the provisions of the Contract, when despite sending a default notice together with justification and setting an additional three-day payment deadline the Purchaser continues violating the Contract.

2. The Purchaser is entitled to terminate the contract with immediate effect if the Supplier violates the dates specified in the Order Form, when despite sending a notice together with justification and setting an additional deadline for competing a specific obligation the Supplier still does not hand over a batch of Goods.

14 Confidentiality

1. The parties undertake not to disclose, transfer or use any information of technical, technological, commercial or organizational nature, obtained in relation to or during mutual commercial cooperation, especially in relation to the content of the Contract.

2. The parties undertake to take appropriate steps to limit access to the above information exclusively to authorized persons.

3. Obligation of confidentiality is valid and binding during the term of the Contract.

4. Both parties reserve the right to provide information regarding signing the Contract.

5. Obligation of confidentiality does not include obligation to disclose information resulting from regulations in force.

Final provisions

15

Each Party undertakes to promptly notify in writing the other Party about every change of address. Failure to provide such notification results that all correspondence sent to the previous address shall be considered as delivered successfully.

16

Appropriate execution of the Contract by the Supplier constitutes the basis for issuance by the Purchaser of letter of reference pointing to reliability and trust towards the Supplier as a good business partner.

17

1. Any dispute or controversy arising under the Contract as well as doubts regarding the scope of application of the Contract, as well as rights and obligations of the Parties shall be settled amicably. Such procedure shall last not longer than 21 days taking into account Section 8.

2. If such dispute or controversy cannot be amicably settled, then the Parties shall refer such dispute or controversy to a Polish court relevant to the Supplier's seat.

3. Polish language is the language of Contract.

18

The Supplier is entitled to claim damages in accordance with general terms if the amount of the stipulated penalty exceeds the value of incurred damage.

19

1. All previous agreements that bind the Supplier and the Purchaser expire automatically on the date of signing the Contract.

2. The change of Contractual and the present GCSC require written form otherwise being null and void.

3. Within the limits determined under the binding law, nullity of any provision of the Contract does not affect validity of other provisions. Should such incident occur, the Parties shall replace such provision with valid provisions in agreement with the commercial goal of the Contract.

4. In case of discrepancy between the content of the Contract with GCSC the Parties shall be bound by the Contract.

5. If the Purchaser applies its own contract templates, especially in case of general terms of contract, the contract shall not be successfully concluded until the Parties agree on all contradictory provisions included in the templates. If the parties enter into the contract without agreeing on the contradictory provisions included in the applied templates of contracts, the contract shall not include such contradictory provisions.

6. GCSC together with all annexes and forms of commercial documents including "Demurrage and Redirecting Fees" used in JD TRADE Sp. z o.o. are readily available at www.grupajd.com. The above-mentioned documents are also available in the company's seat.

Opole, August 01, 2007

Supplier:

Management Board
President of Management Board: Joachim Duda
Commercial Proxy: Renata Arend, Sebastian Duda, Jolanta Raudzis

JD Trade Sp. z o.o., 45-081 Opole, ul. Piastowska 3
tel. 077/4419800
fax 077/4419802
Tax Identification Number [NIP] No.: 754-21-47-944

Trade Office
tel. 077/4419811
tel. 077/4419812
fax 077/44198 13
National Court Register [KRS] No.: 0000032340
National Register of Economic Units [REGON] No.: 531238897

Bank Accounts
Bank Zachodni WBK S.A.
1 Oddział w Opolu
87 109 021 380 000 000 000 000 000
Bank DnB Nord Polska S.A.
93 219 000 023 000 000 000 000 000

ZARZĄD SPÓŁKI	JD TRADE SP. Z O.O.	BIURO HANDLOWE	RACHUNKI BANKOWE
PREZES: JOACHIM DUDA	45-081 OPOLE	TEL 77/4419811	BANK ZACHODNI WBK SA
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