

## GTC

### General terms and conditions

#### 1. Valid conditions

Our terms of sale and delivery apply only to all contracts we conclude. Different conditions of the buyer are binding only if we expressly agree to them in writing. At the latest upon receipt of the goods, the Buyer accepts our Terms of Sale and Delivery as part of the contract, even if the Buyer has placed or confirmed the order in accordance with its General Conditions of Sale and Delivery and we have not objected to them.

#### 2. Offer

Our offers are not binding. The purchase contract is concluded solely on the basis of our written order confirmation. Additional arrangements and changes and additions to the contract are valid only if they have been confirmed in writing by us.

#### 3. Payment and price

Payment must be made within 30 days of the date of invoice, without deduction, in cash or by free transfer to one of our accounts. Bills of exchange may be accepted only with our prior consent and in any case only due to their execution. Unless agreed otherwise in writing, the price valid on the day of delivery is deemed agreed. We have the right to charge the Purchaser with additional transport costs, shipping costs, insurance premiums, etc., which will be received after the date of the contract, as well as all new duties, fees, taxes, etc., which exceed the price set in the contract. The deduction or raising of claims for any mutual claims that we do not recognize is excluded.

#### 4. Delivery

All given delivery times should be understood as approximate and requiring confirmation. Delivery takes place within the agreed time interval, at our discretion. We are entitled to partial deliveries. If the Buyer has not cancelled the goods on the agreed date of delivery upon request, we should invoice the goods at our discretion and send it to the Buyer without calling or withdrawing from the contract. In the case of contracts that cover a longer period, each delivery is considered as a separate transaction and does not affect the unrealized part of the contract.

## 5. Shipping

Unless explicitly agreed otherwise, the goods are sent to the Buyer's account. The risk passes to the Buyer when the goods are handed over to the transporter or to the buyer or when the transport begins by ourselves. If carriers (forwarders, railways or other transport companies) or persons from the Buyer have received the goods without reservation, any subsequent complaints caused by external conditions (packaging, leakage, etc.) are excluded.

## 6. Warranty and other liability

### a) Quality

The buyer must check that the delivered goods are suitable for the intended purpose.

### b) Shortages

Disadvantages of goods can be reported only immediately, but at the latest within 5 business days of receipt of the goods. After this date, the goods are considered to be approved. For defects reported and justified within the time limit, we provide a warranty at our sole discretion, collecting the goods at refund of the purchase price or providing the defective substitute goods. The warranty for replacement goods is granted only to the extent to which it relates to the originally delivered goods. If the buyer processes or re-sells the goods, it is considered unconditional to receive it in all circumstances.

### c) Delays in delivery

All contracts are subject to proper and timely implementation. Any liability for damage caused by delay, regardless of its type, is excluded.

### d) Technical consulting

Our oral and written advice is non-binding - also in relation to any industrial property rights of third parties - and does not absolve the Buyer from the obligation to conduct its own testing of products in terms of their suitability for the intended processes and purposes. Any responsibility on our part for the consultations we provide is excluded - regardless of their nature.

### e) Other liabilities

Any further warranty or other liability on our part, regardless of its type and legal reason, in particular also due to a positive breach of contract or tort, is excluded. Even in the event of a breach of contract as a result of gross negligence by one of our statutory representatives or legal representatives, we are not liable for consequential damages or financial losses, and our liability is limited to compensation for damage

that could have been foreseen at the time the contract was concluded. The Buyer's right to withdraw from the contract in the event of a breach of our obligations or the impossibility of fulfilling them, subject to the statutory provisions of law, remains unaffected.

## **7. Reservation of ownership**

All goods remain our property until all our claims against the buyer have been met, regardless of whether our claim results from a purchase contract or from other contracts or legal grounds. The buyer may process, mix or sell the goods belonging to us only as part of its ordinary commercial transactions. In the case of processing or mixing, we acquire co-ownership. In the case of sale of items that are subject to our proprietary right or joint ownership, the Buyer pays claims to the Buyer regarding the purchase price or the equivalent of that price. If we are only entitled to joint ownership, the assignment concerns only part of the amount corresponding to our co-ownership share. If the price or the equivalent also applies to other items, the assignment applies only to the proportion of the amount. The buyer is obliged to immediately inform us about the seizure or other violation of our property right. All costs of intervention shall be borne by the Buyer.

## **8. Place of performance and jurisdiction**

The place of delivery is the appropriate distribution warehouse. The place of performance is Kędzierzyn-Koźle, Poland. The exclusive jurisdiction of the court for all mutual claims - including bills of exchange and checks - is Kędzierzyn-Koźle. If the Buyer is established abroad, we also have the right, at our sole discretion, to sue the Buyer at his place of business abroad. Foreign trade transactions are also governed by Polish law.