

**General Sales Terms and Conditions**

**Centro-Chem spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in  
Turka**

**Article 1.**

**General provisions**

1. These general sales terms and conditions, hereinafter referred to as the “General Sales Terms and Conditions” or “GSTC”, of Centro-Chem spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in Turka, Turka 141B, 20-258 Lublin; entered in the Register of Entrepreneurs under KRS number: 0000822639, NIP: 7132339236, REGON: 43093238600000, hereinafter referred to as “Centro-chem sp. z o.o. sp.k”, “Company” or “Seller”, shall apply to contracts for the sale of goods concluded by the Seller, including contracts concluded as described in Article 2 section 2, with any natural person over 18 years of age or a domestic or foreign legal entity or organisational unit, hereinafter referred to as the “Buyer” or “Purchaser”.
2. The subject of these GSTC is the determination of detailed principles of sale of products from the Seller’s commercial offer, including of:
  - the manner of order placement by the Buyer;
  - terms and rules for collection of the product by the Buyer;
  - the method of pricing and the payment deadline;
  - indemnification or limitation of the Seller’s liability if a force majeure event occurs.
3. Whenever in the remainder of these GSTC reference is made without detailed specification to:
  - 1) Centro-chem sp. z o.o. sp.k., it shall be understood as Centro-Chem spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in Turka, Turka 141B, 20-258 Lublin, entered in the Register of Entrepreneurs under KRS number: 0000822639, NIP: 7132339236, REGON: 43093238600000;
  - 2) Buyer or Purchaser, it should be understood as an entrepreneur purchasing goods from Centro-chem sp. z o.o. sp.k. in Turka;
  - 3) GSTC, it shall be understood as these General Sales Terms and Conditions of Centro-chem sp. z o.o. sp.k.;
  - 4) Contract, it shall be understood as any contract obliging the Seller to provide performance to the Purchaser, including a contract of sale, delivery, transfer of rights and provision of services;
  - 5) Price, it shall be understood as the monetary consideration of the Buyer for the Seller, reserved by the Contract. The sales price shall be the prices set out in the Seller’s Price List applicable on the date of delivery;

- 6) Party, it shall be understood as the Seller or the Purchaser, collectively referred to as the Parties;
- 7) Seller or Company, it shall be understood as Centro-Chem spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in Turka, Turka 141B, 20-258 Lublin, entered in the Register of Entrepreneurs under KRS number: 0000822639, NIP: 7132339236, REGON: 43093238600000;
- 8) Goods, it shall be understood as the items found in the Seller's product range;
- 9) Offer, it shall be understood as the commercial offer specifying the terms of purchase on which the Seller undertakes to issue or deliver the Goods to the Buyer. Any catalogues, price lists, announcements and publications shall not constitute an offer within the meaning of Article 63 of the Civil Code;
- 10) Returnable Packaging, it should be understood as DPPL 1000L type returnable packaging owned by Centro-chem sp. z o.o. sp.k. and is intended for storing raw materials supplied by Centro-chem sp. z o.o. sp.k. based on a commercial contract or order;
- 11) Order, it shall be understood as an order constituting an irrevocable declaration of intent (offer) to purchase Goods, submitted in writing, by fax or e-mail by the Buyer or any entity authorised to act on behalf of the Buyer in this respect and addressed to the Seller. Exceptionally, it shall be permissible to place an Order verbally, in particular if this form of Order placement was used in previous business relations between the Seller and the Buyer;
- 12) Order Confirmation, it shall be understood as a declaration of intent of the Parties on the will to sell or purchase the Goods, submitted electronically, by fax or by post as a response to the Order of the other Party and specifying at least the price of the goods, total value of the ordered goods, completion date, place and terms of delivery/collection and terms of payment;
- 13) Service, it shall be understood as all services provided by the Seller to the Buyer, in particular those related to the preparation of the Goods for transport and their shipment;
- 14) Delivery, it shall be understood as any delivery to the destination indicated by the Buyer in the Order or release of the Goods to the Buyer or to a carrier indicated by the Buyer at the Seller's warehouse;
- 15) Supplier, it shall be understood as an external entity providing professional delivery services, through which the Seller carries out the Goods Delivery;
- 16) Confidential Information, it shall be understood as all information relating to the Seller's business and its business operations, which the Purchaser may acquire in the course of negotiations, and in the event of concluding the Contract - during or in connection with its performance, regardless of the form in which it has been provided and whether it has been marked as "confidential" or not, in particular information concerning the principles and methods of conducting the Seller's business activity (know-how), commercial information (including information concerning the applied prices, discounts and rebates), information concerning the customers and sources of supply of the Seller, the content of the Contract as well as other information constituting a trade secret of the Seller; GSTC are published at [www.centro-chem.pl](http://www.centro-chem.pl);

- 17) Business Days, it shall be understood as the days between Monday and Friday, excluding public holidays falling within that period;
  - 18) Force Majeure, it shall be understood as an event beyond the Seller's control, relating in particular to the Seller, its subcontractors or Manufacturers, making proper performance of the Contract impossible. By Force Majeure the Parties shall understand in particular, but not exclusively, events having a negative impact on the Seller's ability to perform its obligations under the contract: war, terrorist activity, fire, flood, explosion, riots or strikes, acts of common law or individual legal acts pertaining to the Seller, actual or legal actions of public or local government authorities, withholding, delay or withdrawal of a permit concerning the possibility of export or import or other licence necessary to perform the subject of the contract, sanctions, epidemics, pandemics, states of epidemic threat;
  - 19) Entrepreneur, it shall be understood as a natural person, a legal person or an organisational unit which is not a legal person but to which the law confers legal capacity, conducting a business or professional activity in its own name and performing a legal action directly related to its business or professional activity;
  - 20) Entrepreneur with Consumer Rights, it shall be understood as a natural person who enters into an agreement directly related to their business activity if it follows from the agreement that it was not entered into by that person for business purposes, arising in particular from the subject matter of their business activity disclosed on the basis of provisions relating to the Central Registration and Information on Business;
  - 21) Order, it shall be understood as a declaration of intent by the Buyer or an Entrepreneur with Consumer Rights to enter into a contract for the sale of Goods through indicating the Goods, their type and number;
  - 22) GDPR, it shall be understood as Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance) (OJ L 119, 4/5/2016);
  - 23) Dispute, it shall be understood as a dispute relating to the performance of the Contract;
  - 24) Act, it shall be understood as the Civil Code Act of 23 April 1964;
  - 25) Goods Delivery, it shall be understood as the handing over of goods by the Seller to the carrier or the Buyer;
  - 26) Lead Time, it shall be understood as the time within which the Seller is ready to deliver the goods to the Buyer or to the carrier designated by the Buyer. This time shall begin on the date of the Seller's confirmation of acceptance of the order for processing;
  - 27) Complaint, it shall be understood as an obligatory, out-of-court request by an entitled person to the Seller with claims for non-performance or improper performance of the Contract.
4. These GSTC shall apply unless the Parties expressly exclude in the Contract the application of all or particular provisions of the GSTC. Such a reservation shall be made in writing, otherwise being null and void.

5. Information about the Goods shall be published on the Seller's website, [www.centro-chem.pl](http://www.centro-chem.pl), or sent to the Buyer in written or document form. The Buyer shall be obliged to read the information about the Goods, including the documentation received from the Seller, before using them.
6. The GSTC shall take precedence over the terms and conditions of the Buyer, and any deviations (including amendments and additions) from the GSTC shall be made by the Parties in writing, otherwise being null and void.
7. The rules set out in the GSTC shall apply between the Parties to the extent not governed by a separate Contract.
8. In the event of a contradiction between the concluded Contract and the GSTC, the provisions of the Contract shall prevail.
9. Any typographical, clerical or calculation errors or other obvious mistakes that may appear in the Contract shall have no legal consequences for the Seller.
10. In the event of a conflict between these GSTC and the Buyer's contract templates, the Parties agree that the provisions of the conflicting contract templates which contradict each other are not valid, while in the remaining scope these GSTC shall apply, with the exclusion of the Buyer's templates. The provisions of the Contract shall prevail if individual provisions of the GSTC contradict the provisions of the Contract.

## **Article 2.**

### **Conclusion of the Contract**

1. The Seller and the Buyer may conclude the Contract by any means, including by the Buyer placing an order directly in writing or electronically (e-mail) or by telephone and by the Seller confirming the order. The Seller shall confirm the order directly in writing or electronically (e-mail). Order confirmation shall also be deemed to be the Seller's proceeding with the order.
2. If the order is placed by the Buyer by telephone or if any essential elements are missing from the order (in particular, such as the full name of the goods, price, quantity, delivery date, place of delivery, name of the Buyer or other elements which make the order imprecise), the Seller shall, subject to Article 2 section 3, submit directly in writing or electronically (e-mail) an order confirmation containing all essential elements of the Contract ("Order Confirmation"), and the Buyer shall accept it by the end of the next business day following receipt of the Order Confirmation. Failure to respond shall mean that the terms contained in the Order Confirmation are binding.
3. If the Seller has made changes or additions to the Order in the Order Confirmation, the Buyer shall accept or refuse the Order Confirmation within 1 Business Day. Failure to respond within this time shall mean acceptance of the Order Confirmation.
4. The Buyer may not amend or cancel the Order unless the Seller agrees to do so.
5. For work contacts between the Parties regarding the execution of orders, terms of sale and delivery (including changes to these terms), statements sent by e-mail shall be deemed equivalent to written form, unless otherwise stipulated. However, declarations concerning the validity of the Contract

(withdrawal, termination, etc.), claims or demands for contractual penalties shall be made in writing and delivered by registered letter, otherwise they shall be deemed null and void.

6. If the delivery date has been specified in the Contract or in the order referred to in Article 2 section 1, and the Seller shall not be able to deliver the Goods due to circumstances that it could not foresee or prevent at the time of concluding the Contract, in particular for reasons of force majeure, then the Seller shall not be liable for improper performance of the Contract.
7. The Order shall specify any non-standard conditions and additional requirements with regard to packaging, carriage, labelling, documentation and other conditions specific to the given Order and the goods. Failure to specify non-standard conditions for the goods in question shall exclude the Seller's liability.
8. If the Buyer fails to collect the Goods on the delivery date specified in the Contract or the order referred to in Article 2 section 1, the Seller shall be entitled to charge the Buyer with a contractual penalty of 1% of the value of the uncollected Goods, resulting from the VAT invoice issued by the Seller, for each day of delay in collecting the Goods, starting from the fifth day after the agreed collection date. For the first four days of delay in collection, the Seller shall not be entitled to additional consideration from the Buyer, provided that the Buyer notifies the Seller of the occurrence and cause of the delay no later than on the day of the scheduled collection of the Goods. If this is not the case, the Buyer shall be charged with the actual costs incurred for the storage of the Goods after the agreed collection date, irrespective of the obligation to pay the contractual penalty referred to in the first sentence of this section.
9. The Buyer assures that the person collecting the Goods at the place of delivery of the Goods specified in the Contract or the order referred to in Article 2 section 1 shall be entitled to represent the Buyer. Otherwise, the Buyer alone shall bear the resulting negative consequences.
10. The Seller represents that the person submitting the Order Confirmation shall be authorised to act on behalf of the Seller, failing which the Seller shall bear the resulting negative consequences.
11. The Seller may cancel the order or withdraw from the Contract even during its execution if due to an extraordinary change of relations the execution of the sale would expose the Seller to a substantial property loss.
12. Modification or cancellation of the Order and the Seller's consent thereto, refusal to accept the Order, refusal to accept the Order Confirmation, as well as modification of the terms of the Contract shall be made in writing or in document form, otherwise being null and void.
13. The Goods are sold at the prices agreed in the Contract. If the price of the Goods is not specified, the sale shall take place at the current prices contained in the Seller's price list. The Seller shall not be obliged to indicate the price in the Order Confirmation as long as the current price list of the Goods is available to the Buyer (e.g. it has already been previously delivered in writing, electronically or is published on the website of the Seller).
14. The Buyer shall be obliged to provide the Seller directly in writing or electronically (e-mail) with any required delivery instructions (e.g. place of delivery, person authorised for collection, etc.) at least 2 Business Days before the date of sale. Instructions given by the Buyer shall be binding on the Seller, provided that the Seller confirms them. Otherwise, the Seller shall have the right to refrain from

processing the order. Any additional costs or expenses incurred by the Seller as a result of the failure to communicate or the faulty communication or alteration of instructions previously communicated by the Buyer shall be borne by the Buyer.

15. In the case of Buyers who are based outside the Republic of Poland, the language to be used by the Parties in performance of the Contract shall be English. In particular, communication between the Parties shall take place in this language and documents relating to the Contract shall be drawn up in this language.
16. Within the scope of the GSTC, the provisions of Articles 66<sup>2</sup> § 1, 68<sup>1</sup> and 68<sup>2</sup> of the Civil Code shall not apply.

### **Article 3.**

#### **Price, payment, trade credit**

1. The sales price shall be the prices set out in the Seller's Price List applicable on the date of delivery. The sales prices shall be reduced by the discount, if any, referred to in Article 3 section 2. The current price list is published on the Seller's website, [www.centro-chem.pl](http://www.centro-chem.pl), and available at the Seller's registered office and production facilities (places where Goods are released).
2. In situations resulting from market conditions, the volume and/or value of sales realised by a given customer and for other reasons permitted by law, the Seller shall reserve the right to unilaterally grant, withdraw or amend a discount from the list prices for the Buyer, of which the Buyer shall be informed by a person authorised by the Seller.
3. The Seller reserves the right to change prices if the prices at which the Seller purchases the Goods ordered by the Buyer have changed between the time the order is placed and its fulfilment. The price of the Goods shall then be increased proportionally, by agreement between the Parties. The provisions of Article 2 section 3 of these GSTC shall apply accordingly.
4. Ordering the Goods shall be tantamount to purchasing these Goods at the price specified by the Seller on the VAT invoice, including surcharges, in accordance with the provisions of Article 3 sections 1 to 7.
5. The Seller reserves the right to add, separately on the invoice, a mandatory surcharge to each sales unit, resulting from cost factors beyond the Seller's control, related to the production or distribution process of the Goods being the sales subject.
6. The compulsory surcharges referred to in Article 3 section 4 shall correspond to the actual costs incurred, calculated per unit of the Goods, on the basis of official indicators and indices published by independent bodies and institutions, or imposed administratively.
7. A list of the mandatory surcharges referred to in Article 3 section 4, the rules for their calculation and their duration, can be found in the currently applicable Price List.
8. A list of additional paid non-standard services, together with the rules of calculation and the prices of the services, can be found in the currently applicable Price List.
9. The Goods shall remain the property of the Seller until the Buyer has paid the full price.
10. Invoices issued by the Seller shall become due and payable on the date stated on the invoice. The payment date shall be the day of payment made in cash or the date on which the amount of payment is

credited to the Seller's account; however, payments shall be deemed to have been made only if made in full.

11. The invoice shall also constitute the first call for payment.
12. If the Buyer is in delay with payment of one or more of the amounts due, the execution of further deliveries shall be subject to payment of the VAT invoices due. If arrears arise, the Buyer shall not be entitled to any claims related to the release of the Goods until the arrears to the Seller have been paid.
13. Statutory interest for late payment in commercial transactions shall be charged in the event of late payment.
14. A submitted complaint shall not affect the payment deadline and amount.
15. The Seller may grant the Buyer an entitlement to payment of amounts due on account of a deferred payment delivery, the so-called trade credit, and determine its amount. The detailed conditions for granting, repayment or withdrawal of trade credit are set out in the Sales Contract.
16. Any advances or prepayments made by the Buyer on account of future deliveries shall not constitute a deposit within the meaning of the Civil Code, unless the Seller confirms the specific payment as a deposit in writing.
17. The Seller reserves the right to freely determine the method of securing the granted trade credit, in particular through the Buyer's submission of documents specifying its current financial position, a blank promissory note signed by the Buyer or the establishment in favour of the Seller of a material security of receivables in a form agreed with the Seller, including in particular a bank guarantee or a mortgage. The detailed manner of securing trade credit shall be specified by the Parties in the Sales Contract.
18. The total value of outstanding invoices, goods released but not invoiced and placed orders may not exceed the amount of trade credit set by the Seller.
19. All payments under the Sales Contract shall be made to the bank account indicated on the invoice, by the date specified in the invoice documenting the sale of each batch of Goods.
20. Timely payment shall be understood as the date on which the gross amount indicated on the sales invoice is credited to the Seller's bank account.
21. In the event of late payment, the Seller shall have the right to immediately withdraw or amend the conditions of the trade credit granted to the Buyer, withdraw the right to receive a discount on the price of the goods and suspend all planned deliveries of the Goods. In the event that the Seller revokes the Buyer's right to use trade credit, all amounts owed by the Buyer to the Seller shall become immediately due and payable, irrespective of any prior arrangements made by the Seller and the Buyer.
22. The Seller reserves the right to charge the Buyer with the costs of collection of debt the payment deadline of which has expired, as well as all costs related to the recovery of the Seller's outstanding receivables from the Buyer resulting from the Sales Contract. The Buyer agrees to the processing of its personal data for the purposes of establishing and maintaining trade credit and in the event of collection of the Seller's receivables.
23. The Seller reserves the right to unilaterally reduce or close the granted trade credit immediately without giving any reason.

24. The Buyer agrees that correspondence between them, including calls for payment, shall be made electronically to the e-mail addresses indicated in the Contract. Correspondence to the specified e-mail address shall be deemed effectively delivered unless the Buyer has informed the Seller in writing of a change of the e-mail address indicated in the Contract.

#### **Article 4.**

##### **Sales**

1. Unless otherwise expressly or by implication agreed by the Parties, the date of sale shall be the date on the Seller's shipping documents.
2. If the Contract specifies the country of destination of the Goods, this shall mean that the Buyer is not entitled to resell the Goods to another country. The Seller is obligated to sign and send to the Buyer original document Confirmation of Export and Delivery of Goods under intra-community supply of goods in case of delivering the goods on FCA Lublin, FCA Gdańsk or FCA Turka Incoterms 2020 regulations. Document will be sent to the Buyer via e-mail.
3. In the event that the Buyer violates the prohibition referred to in section 2, the Buyer shall pay the Seller a contractual penalty of 20% of the value of the Goods for each case of violation. The Seller reserves the right to claim compensation in excess of the stipulated contractual penalty amount or to claim compensation only under law.
4. The Seller may withdraw from the Contract until the time it has been executed, in particular if, as a result of an extraordinary change in relations, the execution of the Contract would expose the Seller to a substantial financial loss.
5. If the content of the Contract indicates the application of the INCOTERMS rules, then the INCOTERMS 2020 rules shall clarify all the obligations and rights of the Parties under the delivery base adopted in the Contract, unless the Parties expressly or by implication waive the application of all or part of the INCOTERMS 2020 provisions.
6. The Seller shall execute the order upon receipt of full payment for the Goods, unless otherwise stated in the Contract or Order Confirmation. The Buyer shall pay all additional costs incurred by the Seller as a result of the Buyer's non-performance or improper performance of its obligations under the Contract.
7. If the delivery date has been specified in the Contract or in the order referred to in Article 2 section 1, and the Seller shall not be able to deliver the Goods due to circumstances that it could not foresee or prevent at the time of concluding the Contract, in particular for reasons of Force Majeure, then the Seller shall not be liable for improper performance of the Contract.

#### **Article 5.**

##### **Delivery**

1. All risks shall be transferred to the Buyer once the subject of the Order has been released to the Buyer.
2. Unless otherwise specified in writing by the Seller, delivery shall be made to the Buyer's warehouse and shall be carried out by a carrier selected by the Seller. All dates specified by the Seller for delivery

of the Goods are estimates. Delivery should be made within the time not exceeding the “maximum delivery time” specified in the Offer.

3. No risks resulting from delays can be charged to the Seller if the delivery of the Goods is delayed for reasons not attributable to Centro-chem sp. z o.o. sp.k.
4. Delivery of the Goods shall take place when the Goods are deemed to have been delivered in accordance with the agreed Incoterms delivery base. In the case of partial deliveries, the previous sentence shall apply *mutatis mutandis*.
5. Upon delivery, the risk of loss of or damage to the Goods and the burdens and benefits associated with the Goods shall pass to the Buyer.
6. The latest version of Incoterms in force at the time the Contract is concluded shall apply if the Contract, including the GSTC, indicates the Incoterms delivery base.
7. The rules for bearing the costs of delivery, insurance and packaging of the Goods shall be defined by the established Incoterms delivery base.
8. The Seller shall be liable for the Goods in accordance with the terms and conditions set out in the Offer and the concluded Contract depending on the manner of receipt of the goods specified by the Parties.
9. In accordance with its company’s representation rules, the Buyer shall appoint persons authorised to collect the Goods and sign the documents confirming collection on its behalf. Drivers and carriers are considered to be authorised for the aforementioned activities without the need for separate authorisation.
10. It is the Buyer’s responsibility upon delivery to check the Goods delivered to it against the delivery document (or release of the Goods) and, in the event of any irregularity, to make an appropriate entry therein. Failure to comply with this obligation shall relieve the Seller of any liability for any claims as to the quantity and type of, and damage to the Goods, excluding latent defects. The Parties agree that the sole evidence of conformity of the delivered Goods with the order shall be an appropriate note in the delivery document and written notification of the above to the Seller within 2 days of delivery of the Goods.
11. Delivery dates shall be specified by the Seller in the Buyer’s Order Confirmation or the Seller’s Offer. The Seller shall use its best endeavours to make deliveries on the agreed dates, but compliance with the delivery dates shall be subject to timely fulfilment of the Buyer’s obligations, including acceptance of the Offer, submission of a valid order, provision of the necessary information and payment of an advance or deposit in accordance with the terms of the Order.
12. The delivery period shall commence from the date of delivery of the confirmation of acceptance of the Order for execution or the agreed down payment or deposit to the Buyer, depending on the detailed provisions of the Parties. If the Buyer takes delivery of the Goods on its own account or through a carrier, the delivery period shall be deemed to have been observed if the Goods have been prepared for release on the specified date. The costs of storing the Goods from this point until delivery shall be borne by the Buyer.
13. The Seller shall not be held liable for failure to meet the deadline if the reason for failure to meet the deadline was a Force Majeure event understood as the occurrence of atmospheric phenomena and natural disasters such as floods, fires, hurricanes, storms, cyclones, the state of war or acts of war,

epidemics, pandemics, strikes, restrictions on export or import of certain goods, their exclusion from trading, blockades in trade with particular countries, transport delays due to transport disruptions which the Seller could not have foreseen or prevented, shortages of raw materials and goods caused by the sole fault of the suppliers of these raw materials and goods to the Seller or other circumstances beyond the Seller's control which are impossible to foresee. Until the obstacle related to a Force Majeure event ceases, the Seller may withhold or limit deliveries or withdraw from the Contract.

14. If delivery is withheld or restricted, the delivery period shall be suspended in respect of all or part of the delivery affected by being withheld until the impediment ceases.
15. In none of the aforementioned situations shall the Seller be deemed to have failed to perform or improperly performed an obligation and the Buyer shall not be granted the right to claim compensation or contractual penalties.
16. If the delivery is delayed for reasons attributable to the Buyer or if it is not collected by the Buyer in due time, the Seller shall, at its sole discretion and without any liability, have the right to store the goods at the Buyer's risk and to charge the Buyer for the storage costs. If storage takes place at the Seller's warehouses, the storage costs shall be no less than 0.5% of the net order value for each day of storage, beginning on the date of notification of readiness for dispatch.
17. The Purchaser shall inform the Seller in advance of the specific conditions of the access road to the Purchaser's warehouse, in particular the width of the road, the surface type, sharp turns, hills, etc. The Seller shall be obliged to inform the Purchaser about the access road. If this condition is not fulfilled, the Seller shall not be liable for the late delivery of the Goods.
18. Vehicle unloading must take place immediately upon arrival at the agreed delivery location, carried out promptly and in a manner that does not endanger the vehicle.
19. The delivery date agreed in the Contract is indicative. In particular, the Seller shall not be liable for delays in delivery caused by the acts or omissions of carriers.
20. The Buyer shall be obliged to inform the persons it engages to perform the Contract of the obligation to observe the OHS regulations in force at the place where the Goods are collected. If these provisions are not complied with, the Seller shall have the right to refuse to release the Goods. In such a case, the Seller shall be entitled to rights arising from the Buyer's delay in collecting the Goods.
21. Partial deliveries are permitted.
22. The Buyer warrants that the person collecting the Goods at the place of delivery is doing so for and on behalf of the Buyer. Otherwise, the Buyer alone shall bear the resulting negative consequences.
23. In the event of a delay in collection of the Goods of more than 2 weeks, the Seller shall be entitled to withdraw from the Contract.
24. If the delivery takes place within the territory of the European Union, the Buyer shall be obliged to comply with the requirements of European Union law, in particular with regard to INTRASTAT, value added tax and excise duty.
25. Goods are delivered in bulk, in non-returnable packaging or in returnable packaging (e.g. Euro pallets). Returnable packaging constitutes the property of the Seller. The provisions of the GSTC concerning the transfer of danger of loss of or damage to the Goods, the burdens and benefits associated with them and

their ownership shall apply mutatis mutandis to non-returnable packaging. The Buyer shall be obliged to manage the waste generated in accordance with the regulations in force.

26. In the event of collection using the Buyer's own transport, the risk of deterioration of the Goods during transport to the place of unloading shall pass to the Buyer.

#### **Article 6.**

##### **Packaging**

1. Goods are delivered in bulk, in non-returnable packaging or in returnable packaging (e.g. Euro pallets, pallet containers). Returnable packaging constitutes the property of the Seller unless expressly agreed otherwise.
2. The Buyer who has received the Goods in returnable packaging being the property of the Seller shall be obliged to return it at its own expense or (in case of a separate arrangement) to place empty returnable packaging at the Seller's disposal, in a condition not deteriorated beyond normal wear and tear, at the time and place specified on the invoice or VAT invoice relating to sale of Goods in returnable packaging.
3. Returnable packaging is the property of Centro-chem sp. z o.o. sp.k. and is used to store raw materials supplied by Centro-chem sp. z o.o. sp.k. based on the Contract.
4. The Buyer who purchased raw material in 1000L DPPL packaging from Centro-chem sp. z o.o. sp.k. shall be obliged to return this packaging within 45 days from the date of sale of the goods.
5. Returned packaging should be empty and undamaged. The packaging cannot be used as storage packaging for customer use.
6. In the case of collection from the Buyer using Centro-chem sp. z o.o. sp.k. transport, readiness to return the emptied packaging should be reported to the following e-mail address: iwona.kocot@centro-chem.pl or by phone at +48 603 624 020.
7. If the returnable packaging is not returned on time or if the packaging is returned damaged or chemically contaminated, the Seller shall be entitled to issue an invoice or a VAT invoice to the Buyer for the sale of the packaging at the value of the packaging indicated on the invoice or VAT invoice corresponding to the market price of the packaging. The Buyer shall be obliged to make payment for such packaging at the same time acquiring ownership of it.
8. If the packaging is not returned on time, a VAT invoice shall be issued with a payment deadline of 14 days based on the price list below: 1000L DPPL container - PLN 500/unit net.
9. Centro-chem sp. z o.o. sp.k. reserves the right to refuse to accept packaging that is damaged or contaminated with substances other than the raw material sold in it. The return of damaged or contaminated packaging shall result in issuing a debit invoice for the equivalent of the lost packaging.

#### **Article 7.**

##### **Complaints**

1. On the day the Goods are released, the Buyer shall inspect the quantity of the Goods and their quality in terms of visible physical features at the place of handover.
2. The Buyer or the carrier shall be obliged to examine the Goods at the time of delivery for latent defects, apparent defects and quantity shortages. Goods accepted by the Buyer or the carrier without reservation shall be deemed to have been collected without defects. Samples of Goods taken by the Buyer may only be regarded as proof of quality if they were taken in the presence of a representative of the Seller and were stored in a manner in accordance with the applicable standards.
3. Any quality defects which could not be ascertained during the inspection upon unloading or acceptance of the Goods, as well as latent defects, must be reported by the Buyer to the Seller within 2 Business Days of their discovery in writing, by e-mail or by fax. Failure to comply with this obligation shall relieve the Seller of any liability and any claims for possible damage resulting from the use of defective products.
4. Subject to the Buyer's compliance with the obligations set out above, the Seller shall recognise the complaint within 21 days of receipt of the written notification. The deadline for considering the complaint shall be suspended for the time required by the laboratory to give its opinion, but no longer than 60 days from the date of filing the complaint.
5. If the complexity of the defect being the subject of complaint does not allow the Seller to clarify the matter within the deadline indicated in the preceding section, the Seller shall notify the Buyer, indicating at the same time the expected deadline for resolving the matter, in accordance with the ISO standards in force at the Seller.
6. The Buyer filing the complaint shall be obliged to allow the Seller, under pain of refusal to consider the complaint, to visually inspect and take at least two representative samples of the batch of unprocessed goods being the subject of complaint, at a time and place mutually agreed upon by the Parties to the Contract: one for testing in the Seller's laboratory and the other for a possible arbitration test by an independent and accredited laboratory, selected by agreement between the Parties to the Contract.
7. The Seller shall not be liable for wear and tear of goods by the Buyer, if this took place after the discovery of the defect and the complaint notification, and before its consideration.
8. The Goods being the subject of complaint should be presented for complaint in their original packaging or in the packaging in which they were delivered to the Buyer. The Goods being the subject of complaint must not be processed.
9. In the event of a discrepancy in the assessment of the quality of the Goods, the result of a test carried out by an independent laboratory as referred to in Article 7 section 6 of these GSTC shall be binding.
10. The costs of this test shall be borne by the Party for whom the test result is more unfavourable.
11. If the test result referred to in Article 7 section 10 of this Contract is unfavourable to the Buyer, the Seller shall be able to assert its financial claims on this account on the basis of an invoice issued by the independent laboratory.
12. The Seller shall refuse to process a claim for any goods other than those purchased directly from the Seller.
13. The submission of a complaint for consideration shall not relieve the Buyer of its obligation to pay the amount due under the Contract on time. In the event that the complaint is accepted and the price of the

Goods is reduced due to a defect, an appropriate part of the price paid by the Buyer shall be refunded to the Buyer by means of a corrective invoice immediately after confirmation of its receipt by the Buyer.

14. Within the framework of the warranty, the Buyer, in the event that its complaint is accepted by the Seller, shall only be entitled to claim:
  - 1) replacement or supplementation of the quantity of Goods, free from defects, in respect of which the Seller has accepted the complaint; or
  - 2) reduction of the price of Goods due to the defect in the ratio of the value of the goods with the defect to the value of Goods without the defect.
15. The Seller shall not be liable in the event of improper use or storage of the Goods or mixing with other similar products of competitors.
16. The Seller and the Buyer unanimously represent that the Seller does not grant any warranty for the sold products within the meaning of the Civil Law Code.
17. The Seller shall not be liable for defects caused by improper unloading, storage, warehousing, movement or use of the goods by the Buyer.
18. The Seller shall be entitled to withhold from the Buyer the processing of their claims under the complaint until all outstanding financial obligations towards the Seller have been settled by the Buyer.

#### **Article 8.**

##### **Force majeure**

1. The Parties shall not be liable for non-performance or improper performance of the Contract if this is due to a Force Majeure event.
2. The Party which is unable to fulfil its obligations due to a Force Majeure event shall immediately notify the other Party of this fact, no later than 3 days after the notification became possible and provide credible evidence thereof. If the Force Majeure event ceases, the other Party shall be informed about this fact without delay. Failure to fulfil this requirement shall cause the loss of rights to invoke Force Majeure.
3. The Seller may withdraw from the Contract if the duration of the circumstances constituting the Force Majeure event exceeds one month. Withdrawal may be exercised until the Force Majeure event has ended.
4. A Force Majeure event affecting the Seller shall also be deemed to be a Force Majeure event affecting its supplier. If the Seller's sources of supply are interrupted for a specific period of time or permanently, the Seller shall not be obliged to cover the demand with alternative supply sources.

#### **Article 9.**

##### **Confidentiality**

1. The Buyer shall keep the Confidential Information strictly secret. In particular, the Buyer shall not disclose, copy, distribute, transfer or otherwise make available to third parties Confidential Information without the Seller's prior consent made in writing, otherwise being null and void.

2. The Buyer may only use the Confidential Information for the purpose of concluding and performing the Contract.
3. The Buyer shall protect the Confidential Information from unauthorised access by third parties in the same manner as it protects its own confidential information, but to no lesser extent than that resulting from the exercise of due diligence.
4. The Buyer may disclose Confidential Information to its employees, associates or advisers only to the extent that it is necessary for the conclusion and performance of the Contract, provided that such persons are bound to confidentiality to an extent no less than that resulting from the GSTC. The Buyer shall be liable for the acts or omissions of such persons in relation to the Confidential Information as it would be for its own acts or omissions.
5. The Buyer may disclose Confidential Information if obliged to do so by applicable law. The Buyer shall immediately notify the Seller of any request for disclosure of Confidential Information in the manner indicated in the preceding sentence.
6. Confidential Information shall not include:
  - 1) information obtained by the Buyer from third parties who had the right to possess and disclose it;
  - 2) information which is or becomes publicly available by any means without breaching the obligation of confidentiality.
7. Upon any request by the Seller, the Buyer shall return to the Seller the media containing Confidential Information provided to the Buyer by the Seller and shall destroy the created copies. The destruction of electronic copies should be permanent, i.e. it should be impossible to recover them.
8. If the manner of manufacture of the Goods, their composition or application constitutes a trade secret (know-how) or an as of yet unpatented but patent-pending invention, the Buyer shall not be entitled to decompile, disassemble or otherwise reverse engineer the Goods in order to obtain confidential information on the composition, application or manner of manufacture of the Goods.
9. The obligation of confidentiality shall apply for a period of 3 years after the Confidential Information is obtained by the Buyer and thereafter until the Confidential Information ceases to be confidential.
10. The provisions of the GSTC do not exclude the application of more far-reaching obligations concerning the protection of confidential information and business secrets, provided for in the applicable legal regulations, in particular the Act on Combating Unfair Competition and the Penal Code Act.

#### **Article 10.**

##### **Disputes**

1. The provisions of Polish law, in particular the Civil Code, shall apply in matters not governed by the sales contract and these General Sales Terms and Conditions, and any disputes that may arise in connection with the performance of the Contracts shall be subject to the jurisdiction of Polish courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
2. Any and all disputes arising from the Offer, the Order or the Contract, in particular relating to its conclusion, non-performance, improper performance, expiry or invalidity, shall be settled by the court with jurisdiction over the Seller's registered office. Without prejudice to the provisions of the previous

sentence, the Seller shall have the right to refer the dispute to the court with jurisdiction over the Buyer's registered office.

#### **Article 11.**

##### **Personal data protection**

1. Each Party undertakes to process the personal data provided by the other Party in a manner compliant with the applicable provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR).
2. The Seller shall make available to the Buyers an information clause for business partners (Clause), the content of which includes information required under Articles 13 and 14 of the GDPR and which can be found at [www.centro-chem.pl/](http://www.centro-chem.pl/)
3. By concluding the Contract, the Buyer confirms that it has read the Clause and accepts its content.
4. The Buyer undertakes to fulfil the information obligation within the time limits indicated in the provisions of the GDPR in relation to all persons referred to in Article 11 section 1 of these GSTC and, in fulfilment of the information obligation, shall indicate the Seller as a possible recipient of their personal data in the information clauses provided to such persons. If, in the course of performance of the Contract, the Buyer performs activities on behalf of the Seller related to the processing of personal data of persons other than those mentioned above, whose controller shall be the Seller, the Buyer shall be obliged to fulfil the information obligation with regard to these persons as well, on behalf of the Seller.

#### **Article 12**

##### **Final provisions**

1. Unless otherwise provided in the Contract, either Party may terminate it by giving one month's prior notice at the end of a calendar month.
2. The Buyer shall not be entitled to transfer its contractual rights and obligations to third parties without the written consent of the Seller.
3. If any of the provisions of the GSTC are found invalid or ineffective by any competent court or as a result of future legislative or administrative actions, such finding or actions shall not invalidate or make ineffective other provisions of this document. If the provisions of these GSTC are found illegal or ineffective definitely, such provisions shall be deemed to be excluded from these GSTC, but all the remaining provisions shall still be fully in force and effective, and provisions considered illegal or ineffective shall be substituted by provisions with similar meaning, reflecting the intention of the original provision within the scope permitted by the applicable laws.
4. In case of any doubts as to the content, meaning or legal effect of the GSTC, the Buyer may request an explanation from the Seller by fax, e-mail or by letter, and the Seller shall be obliged to provide such explanations.
5. These GSTC shall be delivered directly upon conclusion of the Contract in the form of a file, or a web address where the content of the GSTC can be accessed and downloaded in PDF format.

6. The provisions of the Contract shall automatically become binding on the Parties' successors in title.
7. Once the Contract has been concluded under the terms set out in Article 2, all previous negotiations and correspondence between the Parties shall cease to be valid.
8. Amendments to the GSTC shall be effected through promulgation of the new text of the GSTC on the Seller's website. In relation to Buyers who are in permanent relations with the Seller, the Seller shall inform the Buyer of the new wording of the GSTC directly in writing, by fax or electronically (e-mail).
9. Unless otherwise agreed by the Parties in the Contract, the Contract shall be drawn up in Polish, with only the Polish version being binding for its interpretation, and copies of the sales contract drawn up in a foreign language shall serve only as a translation. The legal relationship arising from the Contract shall be subject to jurisdiction of Polish courts.