

## **GENERAL TERMS OF PURCHASE**

Centro-chem sp. z o.o. sp.k. [spółka z ograniczoną odpowiedzialnością spółka komandytowa]

In force as of 4th May 2020

### **§ 1. General provisions**

1. These general terms shall be deemed the general terms of contracts under article 384 of the Polish civil Code and shall be applied to all sales agreements for goods concluded by Centro-chem sp. z o.o. sp.k. with its registered office in Turka as the Buyer and hereinafter referred to as the Ordering Party or Centro-Chem.
2. The provisions stipulated herein shall not be applied in cases where the Seller is a natural person who intends to sell objects for purposes not connected to the person's professional or business activity.
3. Definitions of key expressions featured in these General Terms of Purchase:
  - a) GTP - the General Terms of Purchase applied by Centro-Chem
  - b) the Agreement - the sales, delivery or other type of agreement concluded between the Supplier and the Buyer together with all amendments constituting its integral parts, including General Terms of Purchase under which the Buyer shall gain the ownership right to the Product.
  - c) the Product - the material, goods or service constituting the object of sale under the Agreement or the Order
  - d) the Supplier/Seller - any domestic or foreign company or person selling the Product to the Buyer
  - e) the Order - the written or electronic order placed by the Buyer, signed by a person authorised to proceed with the specific activity under the applicable labour or contracted work laws.
4. Any agreements differing from the GTP, especially those stipulated in the Seller's terms of sale, shall be deemed binding for the Buyer only provided that the Buyer confirms them directly. Any Orders/Agreements free from reservations shall not be deemed the Buyer's confirmation of different agreements.
5. The Order/Agreement shall feature any and all details connected to the type of material, goods or service, the quantity, delivery base, under INCOTERMS 2020, the price and payment deadlines. The INCOTERMS terms and conditions provided for in the Order/Agreement shall always refer to the currently binding version of INCOTERMS 2020 on the date of the Order placement/conclusion of the Agreement.

6. By proceeding with the execution of the Buyer's Order, the Seller simultaneously accepts the detailed terms of the Order, as well as these GTP.

## **§ 2. Subject of the Order and general terms**

1. The sale and delivery of goods and/or the provision of services ordered by Centro-chem sp. z o.o. sp.k. shall constitute the subject of the Order.
2. The ordered goods shall be free from any marks of damage, contaminations or other defects, unless it was clearly allowed by the Order.
3. The Order shall be executed solely on the basis of the net weight of the goods.
4. The execution of the Order shall proceed strictly under its terms and specificity (quantity, type, delivery/receipt date, standard, price, approval).
5. The Ordering Party shall reserve its right to refuse to accept and unload the goods differing from those specified in the Order.
6. All changes to the Order specification shall be made upon the Ordering Party's written consent, otherwise shall be null and void.
7. The Supplier shall confirm the Order for execution in writing (via fax or electronic mail). The confirmation shall be signed by a person authorised to representing the Supplier under a valid warrant, under the KRS register or under the entry to the national register of business activity, by the authorised employee or other authorised person.
8. Should the Order Confirmation not be obtained within 2 days from the Order placement, the Order shall be deemed accepted to execution under terms set forth in the Order.

## **§ 3. Payment terms and deadline**

1. Unless the Order stipulates otherwise, the Seller shall enclose the copy of an invoice, the quality certificate, weight specification a document confirming the delivery of the Product (specification/waybill [CMR,CIM]/other delivery document) to each and every delivery. In the case of imported goods the Seller shall deliver to the Buyer:

- original documents necessary to obtain preferential/reduced customs tariff,
- all documents needed for importing goods

Should that be necessary, the Seller shall deliver the original Certificate of Residence on the Buyer's request.

2. The Seller shall pack, label and send a hazardous Product in line with applicable domestic and foreign laws set forth in REACH/CLP and governing the delivery of the Product. The Seller shall be responsible for any damage caused by the improper packing or labelling of the Product.

3. Should the Seller decide that it is not able to fulfil its obligations set forth in the Agreement/Order in their part or entirety or should the Seller not be able to meet the delivery deadline, the Seller shall be bound to inform the Buyer about this fact in writing and without any delay; such an information shall include reason(s) for the delay and the estimated time of same. The fact that the Buyer accepts a delayed or partial delivery of the Product or provision of the service shall not mean that the Buyer waives any of its rights (claims) resulting from the delayed or partial delivery of the Product or provision of the service.

4. The delay in the execution of the Order shall provide the Ordering Party with the right to choose between the withdrawal from the execution of the Order in its part or entirety and/or charging the Supplier with the contractual penalty amounting to 0.5 per cent of the value of the Order per each day of the delay.

5. The Ordering Party shall have the right to pursue supplementary damages, should the damage caused by the delayed delivery exceed the value of the contractual penalty or should an unexplained withdrawal from the execution of the Order accepted to execution take place (due to reasons attributable to the Seller).

6. In the case of the DAP delivery (according to INCOTERMS 2020), the person delivering the Product shall be authorised to sign all documents confirming the delivery on the Supplier's behalf.

7. If any lacks or damage to the Products are discovered upon its unloading, the Ordering Party shall have the right to leave the material at the Supplier's disposal. In such a case, the Product left at the Supplier's disposal shall be collected within 7 days from the date of reporting this fact by the Ordering Party under the pain of charging the Supplier with the unloading and reloading costs. The goods shall be released upon the payment of transport and storage costs under the VAT invoice issued by the Ordering Party. In this situation the Supplier shall not have the right to issue and invoice for the delivered goods as the goods are deemed in deposit. The stipulations set forth in point 3 of this section shall be applied accordingly.

8. The date on which the Product is delivered to the Buyer in line with the terms set forth in the Order/Agreement and meets the requirements concerning the quantity and quality confirmed by the acceptance protocol or goods received notes shall be considered the Order/Agreement execution date.

#### **§ 4. Terms of Payment**

1. The payment deadline shall run from the day on which the Ordering Party is provided with the original VAT invoice, provided that approvals and other documents required by the Ordering Party are enclosed to that invoice in the form required by the Ordering Party. Should the above-mentioned condition not be met, the payment deadline shall run from the day on which the last required document stipulated above is delivered. The Supplier shall send the VAT invoice via fax or electronic mail as well.
2. Invoices with the retention of title clause shall not be recognised by the Ordering Party. The payment deadline shall run from the date of receiving a valid invoice not including the retention of title clause, § 4 shall be applied accordingly.
3. The payment shall be deemed made on the day on which the Buyer's bank account is charged with the payment.
4. Should the delivery not be executed under the terms stipulated in the Order/Agreement, the Buyer shall have the right to hold the payment, prolong the payment deadline until the Order/Agreement is executed fully and properly or reduce the due payment by the amount the Buyer is entitled to due to the lack or improper execution of the Order/Agreement or due to the failure to eradicate any defects or damage. The Buyer shall have the right to reduce the due payment prior to the expiry of the payment deadline under a one-side declaration of will. This shall not restrict the Buyer's right to exercise the contractual penalty clause.

## **§ 5. Quality**

1. The Seller guarantees that the sold Product meets all requirements stipulated in the Buyer's Order/Agreement, is free from any defects which would decrease its value and utility connected to the purpose resulting from the Order/Agreement or the intended use of the Product. The Seller grants warranty for 3 (three) years running from the delivery date, unless the Order or the Agreement stipulates otherwise.
2. The Seller guarantees that the properly stored Product shall be used for 2 years from the delivery date, unless the applicable law provides for a longer period.
3. The Supplier guarantees that the ordered goods meets all standards required by the applicable law admitting the goods to trade on the European Union market.
4. The Supplier shall make available all the technical documents for the goods on the request of the authorised bodies supervising the market.
5. The Ordering Party shall have the right to place a complaint concerning the Product which fails to meet the specification of the Order in terms of quantity and/or quality; the Supplier shall process the placed complaint within 7 days from its receipt. Should the Ordering Party not receive the response concerning the complaint within this deadline, the Parties shall mutually consider the complaint processed in favour of the Ordering Party. Should any actions been decided upon in connection to resolving the complaint, the Parties

shall agree that the period for such actions shall be 30 days. Once this period expires, the unresolved complaint shall be considered resolved in favour of the Ordering Party.

6. Should the Parties not agree upon the validity of a qualitative complaint, such complaint shall be resolved by an independent verification body. The Buyer shall bear the cost of payment due to the independent verification body, provided that the complaint is deemed invalid; in all other cases the cost shall be born by the Seller.

7. If there are any qualitative discrepancies between the Order and the received Product, the Buyer shall have the right to demand the Product to be replaced for the goods free from defects or to require the decrease of the purchase price; the supplier of the Product shall bear the cost of such a replacement.

8. The seller guarantees that there are no patents, copyrights, retentions of rights or know-how of the third parties which shall be infringed by the Buyer's use of the Product. The Seller shall bear all the costs and damages ruled against the Buyer due to the discovered infringement of a patent, know-how, copyrights and other rights of third parties resulting from the use of the product supplied by the Seller.

## **§ 6. Services**

1. A service may be considered as an independent subject of the Agreement/Order or the Agreement for the delivery of the Product may include the obligation to perform services, especially those rendered by the Seller within the Buyer's premises.

2. Unless the Order/Agreement stipulates otherwise, it shall be agreed that:

- the value of services is included in the Order/Agreement price

- any and all costs connected to the services provided by the Seller, especially costs of accommodation, travel, the Seller employees' insurance, etc. shall be born by the Seller.

3. The acceptance protocol, constituting the foundation for issuing an invoice for the provided service, shall be considered a confirmation of the service being provided.

4. In the case when a service is provided within the Buyer's premises, the Seller shall ensure that its employees have qualifications necessary for the proper and timely execution of the service, as well as shall be responsible for the security of the performed works.

5. The Seller's employees shall obey all the regulations in force within the Buyer's premises and be granted with all permits necessary to perform the works. The Seller shall be fully responsible for any damage or loss caused by its employees' actions.

6. The Seller shall represent that the services it provides are executed properly and in line with the provisions of the Order/Agreement. Should any defects be discovered within 12 months from the completion of the service, the Seller shall remove them without delay and at

its own cost. The Seller shall bear the risk, consequences and claims arising in connection with the performed service.

7. Outsourcing of the Seller's services shall require the Buyer's written consent.

### **§ 7. Force majeure**

1. Should it be impossible to require the Buyer to fulfil one or several obligations due to acts of force majeure posing a threat of an irreparable damage to the Buyer, the Buyer shall have the right to partially or entirely withdraw from the agreement by handing a written statement.

2. In the case of force majeure, the Buyer shall have the right to amend deadlines for the execution of the Order/Agreement previously agreed upon or to withdraw from the agreement should there be a threat of an irreparable damage to the Buyer. The buyer shall not bear consequences of the failure to fulfil the part or all its obligations under the Order/Agreement if it is caused by acts of force majeure.

3. The force majeure shall be understood as each and every event impossible to be foreseen or prevented upon the placement of the Order/conclusion of the Agreement, as well as events beyond the Parties' power, especially: war, riots, flood, fire, earthquake and other natural disasters, economical crisis, epidemic, restrictions on export and import of goods, restrictions, regulations and other legal acts issued by the government or other bodies of national administration, general and occupation-specific strikes recognised by the national unions or any other circumstances impossible to be foreseen by the Buyer or beyond its power, knowledge and will, provided that the Buyer would not conclude any agreement or place any order should the Buyer have any knowledge on the emergence of an act of force majeure.

4. Should the Buyer not be able to fulfil its obligations due to acts of force majeure, the Buyer shall immediately, no later than within 5 days from the emergence of such a situation, inform the other Party about this fact. The Buyer may amend previously accepted terms of Order (delivery deadlines, quantities) due to reasons other than acts of force majeure, especially logistic obstacles or limited production capacity; in such a case the Buyer shall also have the right to withdraw from the agreement.

### **§ 8. Other provisions**

1. The Supplier shall enclose approvals to the inventory issue document/proof of delivery.

2. Should any provisions of the GTP be deemed invalid due to the introduction of a modified statutory regulations, the remaining provisions hereof shall remain valid. Under this

clause, should any provisions of the GTP be found invalid, the Buyer and the Seller shall negotiate in order to supplement the invalid parts of the GTP.

3. Should any provisions of the GTP be in breach with provisions included in the Order/Agreement, the provisions included in the Order/Agreement shall prevail, although other provisions of the GTP shall apply without change.

4. All liabilities arising out of the Order shall not be the subject of any legal actions without the Ordering Party's written consent.

5. All disputes arising between the Parties shall be resolved by the court having jurisdiction over the Ordering Party's registered office.

6. Each Party shall maintain confidentiality in connection to information concerning the execution of the Order.

7. These General Terms of Purchase, approved by Centro-Chem shall constitute the integral part of the Order.

8. Any other trading terms and conditions, not provided for in the General Terms of Purchase, shall be governed by the Polish law, especially by the Polish Civil Code.