

GENERAL TERMS OF SALE

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

In force as of 25th March 2020

§ 1. General provisions

1. The subject of these General Terms of Sale (hereinafter referred to as “the GTS”) shall be the establishment of primary conditions governing the execution of sales agreements for goods offered by Centro-chem sp. z o.o. sp.k. with its registered office in Turka.
2. The following terms found herein shall be understood in line with these definitions:
 - a) the Seller – Centro-chem sp. z o.o. sp.k. with its registered office in Turka, under the address: Turka 141b, 20-258 Lublin, entered into the Register of Entrepreneurs kept by the District Court for Lublin-Wschód with its registered office in Świdnik, VI Economic Division of the National Court Register under number KRS 0000822639, NIP number [tax identification number]: 713-23-39-236, REGON number [national business registry number]: 430932386
 - b) the Buyer – a company purchasing goods from Centro-chem sp. z o.o. sp.k. in Turka
 - c) the Goods – the goods offered for sale by Centro-chem sp. z o.o. sp.k. in Turka
 - d) the Parties – the Seller and the Buyer
 - e) the Offer – the business offer determining the terms of sale under which the Seller shall be bound to release and deliver the Goods to the Buyer. Any and all catalogues, price lists, notices and publications shall not be treated as an offer under article 63 of the Polish Civil Code.
 - f) the Order – the Buyer's declaration of will concerning the intention to buy the Seller's Goods, communicated in a specific and clear form directly to the Seller's authorised representatives or via electronic mail, traditional mail or fax.
 - g) the Delivery – each and every delivery executed to target locations indicated by the Buyer in its Order or the release of Goods to the Buyer or the carrier indicated by the Buyer within the Seller's warehouse
 - h) the Order Confirmation – the Parties' declaration of will concerning the sale or purchase of the Goods placed via e-mail, fax or traditional mail and constituting the response to the other Party's Order
 - i) the Service – each and every service provided by the Seller to the Buyer's benefit, especially those concerning the preparation of the Goods for its transport and shipping.
3. The GTS shall be available at the following website: www.centro-chem.pl.
4. The following terms and conditions shall be applicable to every sale transaction and every delivery of commercial goods executed between the Seller and the Buyer. All changes, additional agreements or exclusions shall be executed in writing.

5. Any terms and conditions in breach with provisions included herein shall not be binding for the Seller, even if not clearly disputed by the Seller. Such terms and conditions shall be binding for the Seller only provided that the Seller shall give its written consent to different regulations applied for mutual rights and obligations of the Parties.

§ 2. Conclusion of an Agreement

1. An agreement shall be deemed concluded upon the Order Confirmation communicated by the Seller. The Order shall be deemed placed once it is sent to the Seller in writing, via fax, via telephone, in person or via e-mail and provided that it includes the specification of the Order, especially the quantity and type of the ordered goods, the specified location to which the goods shall be delivered, the execution date and the details of the Buyer required by provisions of the law.
2. Should the Seller not accept the Order Confirmation upon obtaining the Order or should the Seller not clearly accept modifications proposed by the Buyer in the terms and conditions of the Order, the execution of the Order shall be deemed denied. In such a situation, the Buyer shall not be entitled to any claims concerning the sent Order Confirmation against the Seller; the Order Confirmation shall be sent to the Buyer via e-mail, traditional mail or fax.
3. The Order shall include any and all unusual terms and conditions or additional requirements concerning the manner of packaging, transport, labelling, documentation and other conditions specific for the given Order and goods. The lack of information on any specific requirements concerning the given goods renders the Seller not liable.

§ 3. Delivery

1. The seller shall be responsible for the Goods under the terms and conditions stipulated in the Offer and the concluded agreement, depending on the manner of the reception of the Goods mutually agreed by the Parties.
2. According to rules governing the representation at the Buyer's company, the Buyer shall appoint individuals authorised to receive the Goods and sign documents confirming the reception on the Buyer's behalf. Drivers and carriers shall be deemed authorised to conduct actions mentioned above without any additional authorisations.
3. Upon the delivery of the Goods, the Buyer shall make sure the delivered Goods remain consistent with delivery (or release) documentation and, should the Buyer discover any discrepancies, the Buyer shall include proper note in the documentation. Should the Buyer fail to fulfil this obligation, the Seller shall bear no liability concerning quantity, type and damage to the Goods, excluding the concealed defects. The Parties mutually agree that only a proper note made in the delivery documentation, as well as the information on this fact communicated to the Seller within 2 days from the delivery of the Goods shall constitute the proof of the consistency between the delivered Goods and the Order.
4. Delivery dates shall be indicated by the Seller in the Order Confirmation or in the Offer. The Seller shall make every effort to meet delivery deadlines, however, meeting these deadlines shall be dependent on timely fulfilment of the Buyer's obligations, such as the timely acceptance of the Offer, the placement of a valid Order, the provision of essential information

and the placement of an advance payment/caution money in line with the terms and conditions of the Order.

5. The delivery deadline shall run from the date on which the Buyer receives the Order Confirmation or the payment confirmation for the advanced payment/caution money, depending on details agreed by the Parties. Should the Buyer collect the Goods personally or through the assigned carrier, the delivery date shall be considered kept provided that the Goods are prepared for collection on the agreed day. The Buyer shall bear all costs resulting from the storage of the Goods from that moment.
6. The Seller shall not held responsible for not keeping the delivery date if the delay is caused by force majeure, i.e. the emergence of atmospheric conditions or natural disasters, including flood, fire, hurricanes, cyclones, war or war campaign, epidemic, pandemic, strikes, restrictions concerning the transportation of specific goods in or out of the country, excluding specific goods from the market, constraint of trade relationships with certain countries, delays in transportation caused by communication disturbances impossible to be foreseen or contained by the Seller, the lack of materials or goods solely through the fault of the providers of these goods and materials or other circumstances beyond the Seller's control and impossible to be foreseen. Until the obstacle caused by force majeure is remedied, the Seller may partially or entirely block deliveries, as well as withdraw from the agreement.
7. Should the delivery be partially or entirely blocked, the deadline for the part or entirety of the delivery shall be suspended and remain suspended until the obstacle is remedied.
8. Any of the situations mentioned hereinabove shall be considered a failure or unduly fulfilment of the Seller's obligations and shall not make the Buyer entitled to any claims, damages or contractual penalties.
9. Should the delivery be delayed for reasons on the Buyer's side or should the Buyer fail to collect the Goods within the specified deadline, the Seller shall, without any responsibility, have the right to store the Goods at its discretion and at the Buyer's risk, as well as to burden the Buyer with costs of storage. Should the Goods be stored in the Seller's warehouses, the storage costs shall be no less than 0.5 per cent of the net value of the Order per each day of storage and running from the day on which the Goods were reported as ready to be delivered.
10. The Buyer shall inform the Seller on any special details concerning the road leading to the Buyer's warehouses, especially on the width of the road, the surface, sharp turns, rises, etc. Should the Buyer fail to pass such information to the Seller, the Buyer shall hold strict liability for damages.
11. The vehicle shall be unloaded immediately upon its arrival at the agreed location and in a manner not causing any risk of damage to the vehicle.

§ 4. Risk transfer

If the Goods are collected with the Buyer's vehicle, the Buyer shall be responsible for any damage made to the Goods on the way to the unloading location.

§ 5. Liability and complaint procedure

1. The Buyer shall report in writing, via e-mail or fax, each and every qualitative defect impossible to be discovered during the inspection upon unloading or the collection of the Goods, as well as any concealed defects to the Seller within 2 working days from the discovery of such. Should the Buyer fail to fulfil this obligation, the Seller shall not be held liable or receive claims for damage resulting from the exploitation of the faulty Goods.
2. The Buyer or the carrier shall be obliged to inspect the Goods upon its release in terms of evident and concealed defects, as well as quantitative deficiencies. The Goods collected by the Buyer or the carrier without any reservations shall be deemed free from defects. Samples of the Goods collected by the Buyer shall be considered proof of quality only provided that the Seller's representative is present at the collection and that the samples were stored in line with all applicable standards.
3. A complaint shall be handled within 21 days from the date of the receipt of a written complaint provided that the Buyer fulfilled the obligations stipulated above. The deadline for handling the complaint shall be suspended for the time needed for the laboratory's opinion on the case.
4. If the level of complexity of the reported defect shall not let the Seller resolve the complaint within the deadline stipulated above, the Seller shall inform the Buyer on such a situation and simultaneously communicate the expected date of resolving the case in line with the ISO standards followed by the Seller.
5. Under the pain of refusal to handle the complaint, the Buyer placing the complaint shall allow the Seller to inspect the faulty Goods and collect at least two samples of the faulty batch of the Goods on the day and place mutually agreed by the Parties: one to be examined at the Seller's laboratory and one in case of an out-of-court examination carried out by an independent, accredited laboratory chosen jointly by the Parties.
6. The Seller shall not be responsible for the exploitation or damage made to the Goods by the Buyer, should it take place after the defect is discovered and prior to the complaint being handled.
7. Should there be any discrepancies in the evaluation of the Goods' quality, the examination carried out by the independent, accredited laboratory mentioned in point 5 of this paragraph shall prevail.
8. The Party for which the result is unfavourable shall bear the costs of examination specified in point 5 of this paragraph.
9. The Seller shall not handle any complaints regarding goods not ordered from its company.
10. The Parties mutually agree that the Seller shall not provide warranty for the sold Goods under the provisions of the Polish Civil Code.
11. The filed complaint shall not free the Buyer from the payment of the agreed price.

12. The Seller shall not be responsible for any defects caused by the improper unloading, storage, transport or usage of the Goods by the Buyer.
13. The Seller shall have the right not to proceed with handling the Buyer's claims concerning the complaint until the Buyer settles all overdue payments towards the Seller.

§ 6. Price-related terms and conditions, payments, trade credit

1. The binding prices shall be established separately for every order on the day of placing the order and, if necessary, reduced by a discount.
2. Should the prices for which the Seller purchases goods ordered by the Buyer change within the time between placing the Order and the execution of the order, the Seller shall reserve the right to change the prices. In such a case, the price of the Goods shall be proportionally increased upon the mutual agreement of the Parties.
3. The Goods shall remain the property of the Seller until the Buyer pays the entire price.
4. Invoices issued by the Seller shall become payable and due within the deadline stipulated therein. The day of payment in cash or the day on which the money transfer is credited to the Seller's bank account shall be deemed the date of payment; whereas the payment is considered valid only if it is settled in whole.
5. The invoice shall be considered the first payment request.
6. If the Buyer is in delay with the payment of one or several liabilities, the execution of further deliveries shall depend upon the settlement of the due VAT invoices. Should there be any overdue payments, the Buyer shall not be entitled to any claims concerning the release of the Goods until the payments payable to the Seller are settled.
7. The delay in payment shall result in statutory interests for late payments in commercial transactions.
8. A filed complaint shall not affect the payment date and value.
9. The Seller may grant the Buyer the right to settle payments for deliveries with deferred payment date, i.e. so-called trade credit, and establish its amount. All details for terms and conditions of granting, payment and withdrawal of the trade credit shall be regulated by a separate agreement.
10. Any and all advance payments or caution money paid by the Buyer for the future deliveries shall not be treated as a deposit under the Polish Civil Code, unless the Seller shall confirm the payment of a specific amount as a deposit in writing.

§ 7. Final provisions

1. If any provisions of these General Terms of Sale shall be recognised as invalid or ineffective by any competent court or upon any future legislative or administrative actions, such a recognition or actions shall not affect the remaining provisions hereof. Should the provisions of these General Terms of Sale be deemed in breach with the law or ineffective, such provisions shall be considered excluded herefrom, however, all the remaining provisions shall be binding and effective; the unlawful or ineffective provisions hereof shall be replaced with

provisions of a similar content reflecting the original intention behind the provision and remaining in line with the applicable law.

2. All changes and amendments of the GTS shall be made in writing, otherwise shall be null and void.
3. In matters not regulated by the GTS, the provisions of the Polish law, especially the Polish Civil Code shall apply.
4. Should any provisions of the GTS be deemed invalid due to the introduction of a modified statutory regulations, the remaining provisions hereof shall remain valid.
5. All disputes resulting from the cooperation of the Parties shall be resolved by the Polish court having jurisdiction over the Seller's registered office.
6. The provisions stipulated herein shall be applicable only in relation to entrepreneurs. They shall not be binding in the case of retail (consumer) sale. Terms and conditions for the retail sale shall be governed by the terms and conditions of sale available at www.chem-sklep.pl