

## GENERAL TERMS AND CONDITIONS OF SALE

### Chemnovatic sp. z o.o. with its registered office in Lublin

#### § 1 DEFINITIONS

- **GTC** – General Terms and Conditions of Sale for Goods applied by Chemnovatic sp. z o.o. with its registered office in Lublin, excluding sales conducted through the online store.
- **Seller** – Chemnovatic Limited Liability Company with its registered office in Lublin at 9 Spiessa Street, 20-270 Lublin, entered into the entrepreneurs' register of the District Court Lublin – East in Lublin with its seat in Świdnik, VI Economic Department under the KRS number: 0001118957, NIP: 9462645931, REGON: 061616498.
- **Buyer** – a domestic or foreign entity (especially a legal person, and organizational unit without legal personality, granted legal personality by law) placing an Order for the purchase of Goods.
- **Delivery of GTC** – occurs upon sending the Sales Offer to the Buyer electronically or upon sending the Buyer a pro forma invoice confirming the Offer.
- **Acceptance of GTC** – occurs when the Buyer places an order.
- **Availability of GTC** – GTC are constantly available at the electronic address: <https://chemnovatic.com/general-terms-and-conditions/>
- **Parties** – Seller and Buyer.
- **Offer** – an offer within the meaning of Article 66 of the Civil Code.
- **Written form** – as an equivalent form to the written form referred to in Article 78 of the Civil Code, a message sent via email is accepted, provided it contains information properly identifying the sender (name and surname, phone number).
- **Agreement** – a transaction for the sale of Goods, concluded by placing an order by the Buyer in accordance with these GTC, or in special cases, by signing a separate written agreement.
- **Delivery** – the delivery of Goods to the specified address from the order.
- **Order** – acceptance of the Seller's offer or actions aimed at ordering Goods, undertaking obligations arising from the Agreement, especially payment for the delivered Goods.
- **Order Confirmation** – a statement from the Seller sent electronically to the Buyer in response to their Order, confirming the acceptance of the Order without changes or subject to reservations. In the case

of issuing a pro forma invoice by the Seller, Order Confirmation occurs upon payment by the Buyer in accordance with the pro forma invoice.

## § 2 GENERAL PROVISIONS - ORDER PLACEMENT

1. These General Terms and Conditions of Sale for Goods and Services (hereinafter referred to as GTC) define the rights and obligations of the parties to sales and delivery agreements of Goods.
2. The GTC constitute an integral part of the Agreement concluded between the Seller and the Buyer.
3. The Buyer consents to the primacy of the GTC over the buyer's general terms of purchase, regulations, or other contractual templates applied by the Buyer.
4. The provisions of the Agreement take precedence over the provisions of the GTC. The Parties to the Agreement may expressly exclude the application of all or specific provisions of the GTC. Such a reservation requires written form under the penalty of nullity. The exclusion of the GTC applies exclusively to the Agreement in which it has been reserved and cannot be considered binding for subsequent agreements.
5. The conclusion of the Agreement, framework agreement, order placement, or acceptance of Order Confirmation constitutes the Buyer's acceptance of the GTC.
6. If the Parties are bound by a framework agreement in which the GTC are not explicitly excluded, they apply to each Agreement concluded based on the framework agreement without the need for explicit reference or delivery to the Buyer.
7. The Agreement is concluded by the acceptance of the Seller's offer by the Buyer or the placement of an order by the Buyer. The Buyer confirms that before placing an order, they have analyzed its content and, by placing the order electronically, signing the order, signing the sales agreement, or making an advance payment, confirms its correctness, especially regarding the goods, their quantity, price, and specifications.
8. The offer cannot be modified by the Buyer.
9. The placement of an order by the Buyer constitutes acceptance of the GTC.
10. The placement of an order by the Buyer (in written form or electronically to the email address agreed upon by the Parties) and the confirmation of the order by the Seller (in written form or electronically) are conditions for the conclusion of a sales agreement between the Buyer and the Seller. In the case of issuing a pro forma invoice by the Seller, the agreement is concluded

upon payment by the Buyer. The placement of an order by the Buyer is not binding for the Seller, and the lack of a response from the Seller does not imply silent acceptance of the order.

11. The order should include at least the Buyer's data, a description of the ordered Goods, the quantity of the ordered Goods, payment terms, and the delivery date and location. The submitted Order should contain information enabling its association with the Seller's Offer, particularly by providing the Offer number and date or the quantitative and qualitative specification of the Order. The Order content should also include contact details allowing the identification of the Buyer. In case of incomplete data or doubts regarding the information provided in the Order, the Seller reserves the right to conduct additional verification of the Buyer's identity or details of the placed Order. The Seller is not responsible for delays in commencing the Order fulfillment due to the necessity of additional verification of the information contained in the Order.
12. In the case of urgent orders, it is necessary to contact the Seller's sales department to jointly establish the fastest possible delivery or service fulfillment date.
13. The Buyer declares that orders will be placed by individuals authorized by the Buyer for its representation. The Buyer declares that payments related to the Order will be made from the official bank account of the Buyer or entities associated with the Buyer by entities authorized by the Buyer to perform accounting and settlement activities on its behalf. For Buyers subject to taxation in Poland, the Buyer declares that all payments will be made from the bank account listed in the register referred to in Article 96b(1) of the Act of March 11, 2004, on goods and services tax (the "White List of VAT Taxpayers"). In case of doubts by the Seller regarding the correctness of the bank account provided by the Buyer, the Seller reserves the right to conduct additional verification, particularly by requesting the Buyer to provide appropriate authentication documentation.
14. The sales agreement is concluded upon the confirmation of the order or delivery date by the Seller and under the conditions specified in the GTC.
15. The Buyer cannot change or cancel the Order unless the Seller agrees. In case of Order cancellation by the Buyer after placing the Order, the Seller has the right to charge the Buyer with a contractual penalty of up to 30% of the Order value. The Seller reserves the right to pursue compensation exceeding the amount of the specified contractual penalty or to pursue compensation on general principles.
16. For Buyers with registered offices outside the Republic of Poland, the language of communication between the Parties in executing the Agreement will be English. In particular,

communication between the Parties and documents related to the Agreement will be conducted in this language.

17. Technical designations or the name of the Goods are applied consistently, but this information does not constitute the basis for claims regarding the fulfillment of expected characteristics or quality of the Goods. In case of doubts regarding the characteristics of the Goods, the Buyer should contact the Seller to clarify any uncertainties before placing the Order.

### § 3 PRICE

1. The prices of Goods are determined each time by the Sales Offer presented by the Seller.
2. The prices provided by the Seller are net prices, to which value-added tax (VAT) will be added according to the applicable rates. The gross price for the Goods (i.e., the net price plus the applicable VAT) is payable in accordance with the invoice issued by the Seller.
3. In the case of the sale of products subject to excise tax under Polish law, the amount of the applicable excise tax will be added to the price of the Goods in accordance with the prevailing regulations. The Seller will inform the Buyer about the need to add the excise tax amount to the Goods' price in the Offer or upon Order Confirmation.
4. The buyer is obligated to make payment solely in the currency agreed upon in the transaction, via a transfer or through available and accepted forms of payment to the account specified on the invoice. Payment in a currency other than the agreed one is not permissible. The seller does not bear any costs associated with currency exchange incurred by the buyer.
5. The payment terms and method are individually agreed upon for each Buyer. The Buyer is obligated to make the payment for the sale of the Goods within the period indicated on the invoice.
6. The Buyer is not entitled to suspend or defer payment for the Goods citing complaints, warranties, or other conditions that have not been previously and expressly accepted by the Seller in writing or electronically.
7. If the due payment from the invoice is not settled within the specified period, the Seller is entitled to:
  - a. Cancellation of granted payment terms, making corrections to issued invoices with deferred payment terms, and requesting settlement of all outstanding dues;

- b. Demand prepayment from the Buyer for the delivery of Goods resulting from other orders already accepted for execution.
- c. Charge statutory interest on overdue payments.
8. In the case of setting payment terms for the Goods in installments by the Parties, the delayed payment of any installment automatically triggers the immediate execution of the remaining part of the payment.
9. In the event that the Seller has doubts about the financial status of the Buyer or the Buyer delays payment for previously delivered Goods, the Seller has the right to refrain from further delivery of Goods, demanding appropriate payment security within 3 days, and after the expiration of this period, to withdraw from the agreement. The Seller has the right to terminate the agreement within 6 months from the moment of finding out the basis for termination.
10. At its discretion, the Seller may grant the Buyer a credit limit, up to which the Buyer can purchase Goods on a deferred payment basis. Upon the Buyer's request, the Seller will inform them of the current level of the credit limit. The Seller may grant the Buyer a credit limit, change it, or cancel it, solely at the discretion of the Seller. The granting, modification, or cancellation of the credit limit is the sole prerogative of the Seller.
11. In justified cases, especially in the event of concerns about the Buyer's financial situation (e.g., insolvency of the Buyer, filing for bankruptcy, initiation of any restructuring proceedings against the Buyer, commencement of liquidation proceedings, delayed payment by the Buyer for more than 30 days, downgrade of the Buyer's creditworthiness, loss of receivables insurance from the Buyer), the Seller may reduce or cancel the credit limit. The reduction or cancellation of the limit may occur at any stage of the Agreement's execution.
12. In case of the reduction or cancellation of the credit limit specified in item 7, the Seller is entitled to:
- a. Suspend or refuse to fulfill subsequent deliveries of Goods,
  - b. Make a partial delivery of Goods if the full execution exceeds the credit limit,
  - c. Terminate the Agreement, and if the Agreement has been partially executed, terminate its unfulfilled part,
  - d. Demand immediate payment of the entire utilized credit limit regardless of the maturity date.
13. In the case of the Buyer personally collecting the Order, carried out under EXW/FCA conditions, the Buyer will be entitled to a 0% VAT rate only after fulfilling the conditions specified by the

Seller in the Offer or Order Confirmation, especially after providing the Seller with documents such as the CMR document, the Buyer's statement, and confirmation of payment for the transportation service or confirmation of carrier insurance with deferred payment for the service. The mentioned documents should be provided to the Seller by the end of the calendar month in which the sale of Goods or service fulfillment occurred. In the absence of submission of the required documentation by the Buyer, the Seller will issue a corrective invoice for the amount of the applicable VAT, and the Buyer will settle it without raising objections. In the case of the Buyer organizing transportation, the transport service must be carried out by a transportation company. The Seller does not accept personal pickup by a private entity.

14. In the case of the possibility of benefiting from excise tax exemption in a given situation, conducting transactions within the framework of transferring goods between excise warehouses, the Buyer will be obliged to submit the documentation specified in the Offer or Order Confirmation by the end of the month in which the sale or service fulfillment occurred. In the absence of the required documentation, the Seller is authorized to charge the Buyer the amount of the applicable excise tax and any justified costs incurred by the Seller due to the Buyer's failure to submit the necessary documentation.
15. In case of the Buyer's failure to fulfill the obligation to submit documents mentioned in item 13 and item 14, the Seller reserves the right to refuse the fulfillment of subsequent orders by the Buyer.

#### **§ 4 TERMS AND CONDITIONS OF GOODS DELIVERY**

1. The delivery of Goods will be executed within the timeframe specified in the Sales Offer or Order Confirmation.
2. The person receiving the Goods on behalf of the Buyer must possess an authorization issued by an individual authorized to represent the Buyer, unless the authorization to receive the Goods is evident from the order or another document. It is acknowledged that individuals collecting the Goods at the Seller's premises are authorized by the Buyer to receive the Goods.
3. The person receiving the Goods on behalf of the Buyer is obligated to verify the correctness of the delivery and confirm, by their signature on the delivery document, the conformity of the Goods with the order in terms of quantity and quality at the time of receipt. The Buyer declares that the acceptance will be carried out each time by an individual duly authorized by the Buyer.
4. In the event that the Buyer, upon receiving the Goods from the carrier, observes a discrepancy between the actual state of the delivered Goods and the Goods specified in the shipping



documents, or notices damage to the Goods or its packaging, the Buyer must draw up a protocol of receipt of the shipment in the presence of the carrier, including a detailed description and photographs of the damage. Subsequently, the Buyer must notify the Seller of this no later than the next business day. Fulfillment of these obligations aims to determine the extent of any carrier liability. Failure to fulfill the described actions by the Buyer implies a waiver of their rights and acceptance of the received delivery.

5. In the case of both quantitative and qualitative complaints regarding defects arising during transportation, the Buyer is obligated to provide the Seller with a Goods receipt protocol and a non-conformity protocol signed by the carrier. The non-conformity entry should be placed in the shipping documentation, under the penalty of losing claims for this reason.
6. A difference in weight or volume of the Goods not exceeding 0.5% of the weight or volume of the ordered Goods cannot be the basis for the Buyer's quantitative complaint and constitutes a natural difference that may result from differences in measurement between the Buyer and the Seller, minor losses during transport, or physicochemical properties of the Goods.
7. The Seller is not liable when the delivery of Goods is impossible or delayed due to reasons beyond its control, especially in the case of force majeure events, including but not limited to natural disasters, war, strikes, an epidemic state, orders of authorities (including trade embargoes), even if these reasons occurred on the Seller's supplier side. The Seller will inform the Buyer about the reason for the delay or the impossibility of delivery.
8. The Seller reserves the right to refuse to accept the return of Goods from the Buyer if the Goods are damaged, destroyed, modified, or deficient.
9. In the case of dedicated delivery, understood as a priority delivery service with increased delivery costs, previously agreed between the Seller and the Buyer, the Seller, upon performing such delivery, does not refund the costs of dedicated delivery. The cost of dedicated delivery is always the exclusive cost of the Buyer, and the Buyer has no right, under any circumstances, to demand a refund of the cost of the dedicated delivery performed by the Seller.
10. In the event of non-collection of the Goods, the Buyer will pay the Seller a contractual penalty of 1% of the value of the uncollected Goods for each day of delay. The Seller reserves the right to seek compensation exceeding the amount of the agreed contractual penalty or to seek compensation under general principles. The Seller also reserves the right to claim a refund of the transport costs for the uncollected Goods

## § 5 COMPLAINTS

1. The Seller undertakes that the Goods will meet the quality parameters provided in the quality documentation.
2. The Buyer commits to verifying the quality of the Goods immediately upon receipt, before using or reselling the Goods, but no later than within 30 days from the date of the Goods' receipt by the Buyer.
3. Immediately upon detecting a defect, the Buyer will notify the Seller of the defect (complaint). The defect of the Goods means non-compliance with the quality parameters specified in the Agreement. The complaint must include at least: a. the name of the Goods, quantity, and quality of the claimed Goods, b. batch number, Order number, c. the reason for the complaint, and a description of the defect.

The complaint must be accompanied by photographic documentation, and laboratory analysis results – if available to the Buyer. The complaint must be submitted in writing or via email.

4. The Buyer loses warranty rights if they have not verified the Goods or submitted a complaint in accordance with paragraphs 2 and 3.
5. The Seller will confirm the receipt of the complaint within 2 business days from the notification. The Seller will process the complaint within 30 days from its receipt, subject to paragraph 6 and the deadlines set by law and the deadlines for handling complaints by the Seller's subcontractors. The Seller may request the Buyer to provide samples of the claimed Goods. The complaint procedure is suspended while waiting for the delivery of samples. The Buyer is obliged to provide samples within 7 business days of receiving the Seller's request. Failure to provide samples within this period is treated as withdrawing the complaint. The Buyer bears the cost of collecting and delivering the samples. If the complaint is justified, the Seller will reimburse the Buyer for the costs incurred.
6. If the Seller does not recognize a qualitative complaint, the dispute will be resolved by an independent verification unit jointly selected by the Parties, and in the absence of an agreement — by the Seller. Its decision will be final and binding on both Parties. The cost of the verification unit's work is borne by the Seller only if the Seller's claims prove to be unfounded. In other cases, the Buyer bears the costs.
7. Filing a complaint does not exempt the Buyer from the obligation to pay for the Goods. In the event of a complaint being accepted and a reduction in the price of the Goods due to a defect,



the corresponding part of the amount paid by the Buyer will be refunded based on a corrective invoice promptly after the Buyer confirms its receipt.

## **§ 6 LIABILITY**

1. The Seller is not liable for any losses, damages, or costs (indirect or direct) resulting from the Buyer's claims due to errors in delivery or delays caused by the shipping company's actions.
2. In no circumstances does the Seller assume liability for lost profits by the Buyer.
3. The Seller is not liable for any damages caused to third parties as a result of the Buyer's use of the Goods contrary to legal regulations or the intended use of the Goods, or the Buyer's failure to comply with the General Terms and Conditions.

## **§ 7 INTELLECTUAL PROPERTY PROTECTION**

1. The sale of Goods does not transfer intellectual property rights related to the Goods or Goods documentation to the Buyer. If the Goods are delivered in the Seller's packaging containing proprietary names of the Goods, especially a trademark, the Buyer has no right to repackage and resell the Goods under different designations, remove, modify, or duplicate markings on the packaging, or use these designations in its own activities without the Seller's written or documentary consent under the penalty of invalidity.
2. The Buyer is obliged to immediately inform the Seller of any claims or demands addressed to the Buyer by third parties in connection with an alleged infringement of intellectual property rights of third parties through the acquisition, use, processing, sale, or other forms of commercial use of the Goods. The Buyer will enable the Seller to take appropriate legal actions under the penalty of losing any claims, including recourse, against the Seller on this account.

## **§ 8 PERSONAL DATA PROTECTION**

1. The data controller of personal information is Chemnovatic Sp. z o.o. headquartered in Lublin at ul. Ludwika Spiessa 9, 20-270 Lublin (hereinafter: the Administrator).
2. The Administrator processes the Buyer's personal data necessary for the establishment, shaping, content, modification, execution, or termination of the agreement. Data for settlement purposes will be processed for a period of 5 years from the end of the financial year in which the last accounting document was issued for the performance of the agreement.
3. Providing personal data is voluntary but necessary to conclude the agreement.

## § 9 CONFIDENTIALITY

1. The Buyer is obliged to keep Confidential Information strictly confidential. In particular, the Buyer is obliged not to disclose, copy, disseminate, transfer, or otherwise make Confidential Information available to third parties without the prior written consent of the Seller, under the penalty of invalidity.
2. The Buyer may use Confidential Information solely for the purpose of concluding and performing the Agreement.
3. The Buyer is obliged to protect Confidential Information from unauthorized access by third parties in a manner that protects its own confidential information, but to a no lesser extent than required by due diligence.
4. The Buyer may disclose Confidential Information to its employees, collaborators, or advisers only to the extent necessary to conclude and perform the Agreement, provided that these persons are obliged to maintain confidentiality to the extent no less than required by the General Terms and Conditions. The Buyer is responsible for the actions or omissions of these persons regarding Confidential Information as if they were its own.
5. The obligation of confidentiality applies for a period of 5 years from the date the Buyer obtains Confidential Information, and then until Confidential Information loses its confidential nature.

## § 10 AMENDMENTS TO GTC

1. The Seller reserves the right to make changes to the GTC without stating a reason and without prior notice to the Buyer about planned changes.
2. The Buyer will be informed about changes in the current GTC by publishing them on the website at: <https://chemnovatic.com/general-terms-and-conditions/>
3. The Buyer's continued use of deliveries after receiving information about changes in the GTC will be considered as acceptance of the new wording of the GTC.

## § 11 REPORTING VIOLATIONS

1. At Chemnovatic, in order to efficiently process all types of violations and/or complaints, and to ensure a clear and understandable process for all stakeholders, a universal procedure for handling violations has been established. This allows anyone who identifies the need to report a violation or complaint to do so in a straightforward manner, as clearly outlined in the Chemnovatic Compliance Policy. The methodology and scope for handling reported violations are detailed in the procedure for reporting complaints and irregularities.

All violation reports are made in accordance with the provisions of the Violation Reporting Procedure (PO 12), which is available on our website and intranet.

If you have encountered illegal trade at Chemnovatic or in our environment, or if you suspect that such an issue exists or has occurred, please report it immediately via:

1. Email: [ethics@chemnovatic.com](mailto:ethics@chemnovatic.com)
2. Anonymous reporting boxes,
3. Any other method ensuring your anonymity and safety.

We will make every effort to investigate the report and, if it is found to be valid, take appropriate actions, including collaborating with relevant external authorities if necessary.

## § 12 FINAL PROVISIONS

1. Any disputes concerning the parties' performance of the agreement will be resolved primarily through amicable settlement. If the parties do not reach an agreement amicably, the disputed matters will be considered by the court having jurisdiction over the Seller's registered office.
2. Any references in this Terms of Service to legal acts concern legal acts of Polish law, unless stated otherwise in the provision.
3. The Buyer consents to the assignment of receivables owed to the Seller by the Buyer to third parties. The Buyer may not transfer rights or obligations arising from the Agreement to a third party without the prior written consent of the Seller, under the penalty of invalidity.
4. Matters not regulated by these provisions are governed by the provisions of the Civil Code and the Act of June 12, 2003, on the terms of payment in commercial transactions (Journal of Laws of 2003 No. 139, item 1323).
5. The GTC come into effect on the day of their publication on the website <https://chemnovatic.com/general-terms-and-conditions/>, i.e., on March 1, 2024.