



GENERAL TERMS OF SALE

CHEM-PRO POLAND SP. Z O.O.

These General Terms of Sale (GTS) define the rules for concluding and implementing contracts for the sale of products and services by Chem-Pro Poland Sp. z o.o. and form an integral part of these contracts. These GTSs are provided to the Buyer along with the offer to sell products and /or services in paper or electronic form (via e-mail). The GTS are also available on the website of Chem-Pro Poland Sp. z o.o. (www.chempropoland.com) where you can download their current content in PDF format.

I. DEFINITIONS

1. **Seller** – Chem-Pro Poland Sp. z o.o. with headquarters in Katowice at Ludwika 17 (postal code 40-146 Katowice), VAT no.: 9542844236, REGON no.: 522868734, entered into the register of entrepreneurs of the Krajowy Rejestr Sądowy, led by Sąd Rejonowy Katowice – Wschód in Katowice, VIII Wydział Gospodarczy KRS, under KRS no.: 0000987492, with the share capital of PLN 10,000, fully paid up.
2. **Buyer** - a domestic or foreign entity that purchases Products and/or Services from the Seller.
3. **Terms or GTS** - these General Terms of Sale.
4. **Product/Service** - all products and services that are traded by the Seller.
5. **Part** - the Seller or the Buyer, while the term "Parties" means the Seller and the Buyer jointly.
6. **Offer** - is a proposal of the Seller (concluding a contract, making a transaction) and presents the terms of sale of Products and/or Services: price, quantity, packaging, terms of delivery and payment and any other additional terms.
7. **Specification** - a document containing the range of quality parameters guaranteed by the Seller for a given Product.

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8. **Order** - the Buyer's declaration of will to purchase Products and/or Services from the Seller, delivered in an unambiguous and legible form to the Seller's representatives directly or in writing or by fax or by e-mail or by phone.
9. **Confirmation of Sale** - the Seller's declaration of will to sell Products and/or Services, delivered in an unambiguous and legible form to the hands of the Buyer's representatives directly or in writing or via fax or electronic means (e-mail).
10. **Agreement** - a written or oral agreement with attachments constituting its integral part, including the General Terms of Sale, concluded between the Seller and the Buyer, in connection with the sale of Products and/or Services, as well as for confirmation of the conclusion. The contracts shall be treated as the issuing of an invoice by the Seller based on the Sales Confirmation.
11. **Invoice** - an accounting document and a sales document issued by the Seller confirming the transaction between the Parties. The invoice may be issued in electronic form (e-invoice or in PDF format) and in paper form, to which the Buyer agrees. By issuing and forwarding an invoice to the Buyer, a tax obligation arises.
12. **Proforma** - an accounting document issued by the Seller specifying the amount to be paid for the future Service and / or delivery of the Product. Proforma may be issued in electronic and paper form, to which the Buyer agrees.

II. APPLICATION RANGE

1. These General Terms of Sale shall apply to the Parties for all transactions, irrespective of their subject matter, unless otherwise stated in the consensus statements of the Parties submitted in documentary form. For the avoidance of doubt, the Seller does not consent to the inclusion in the content of the Agreement of provisions contrary to the GTS, unless the content of the declaration made by Chem-Pro Poland Sp. z o.o. it is not expressly stated otherwise, subject to the next sentence. The Seller's declaration referred to in the preceding sentence must be submitted by the person / persons authorized to represent Chem-Pro Poland Sp. z o.o.
2. These General Terms of Sale constitute an appendix to each Agreement and Sale Confirmation. If any of the provisions of these GTS is inconsistent with the Buyer's documents (e.g. with the Buyer's General Terms and Conditions of Purchase), these General Terms of Sale shall prevail.
3. The terms or provisions of the Agreements that are inconsistent with these GTS shall not be binding on the Seller also if the Seller did not expressly oppose them. Such conditions are binding for the Seller if he agrees in writing to settle mutual rights and obligations different from these Conditions.

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The Buyer's General Purchase Conditions not confirmed by the Seller in accordance with the rules of representation of the Company shall not be binding on the Seller.

III. OFFER | CONCLUSION OF THE CONTRACT

1. The Seller's offers are not binding and until the Agreement is signed or the Parties accept the terms of the transaction by direct, telephone, e-mail, post or fax, they constitute only commercial information.
2. Catalogs, price lists, website and other information also do not constitute an offer within the meaning of the Civil Code.
3. The conditions contained in the Offer shall come into force after the Seller receives the Order, provided that the content of the Order is consistent with the offer sent by the Seller.
4. The Seller and the Buyer may conclude the Agreement in any manner, including by placing an Order by the Buyer directly or in writing or by fax or electronic means (e-mail) or by the Seller making a Sales Confirmation. The Seller makes a Sales Confirmation directly or in writing or via fax or electronic means (e-mail). The conclusion of the Agreement in oral form is also possible, but it requires confirmation by mutual submission of statements of the Parties via e-mail.
5. The Seller may update or withdraw from sale individual Products and / or Services at any time. The changes do not apply to accepted and confirmed Orders.
6. The names, trademarks of the Products and related rights are not transferable to the Buyer along with the purchased Product.
7. In the absence of a clear Sales Confirmation within 3 business days from the date of delivery of the Order to the Seller, it is assumed that the Seller has rejected the Buyer's offer specified in this Order.
8. Placing an Order is tantamount to a declaration that the Buyer is aware and knows the content of the GTS and the documents indicated therein. The Buyer agrees to conclude an Agreement that takes into account the terms and conditions set out in these GTS.
9. The Seller's sales representatives act only within the limits of the granted power of attorney, which at the same time excludes liability for the actions of sales representatives who exceed the scope of their authorization.

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IV. PRICE & PAYMENTS

1. The gross sales price for Products and/or Services is payable without deductions, within the required period, to the Seller's bank account number indicated on the VAT invoice. A VAT invoice will be issued by the Seller at the time of performance of the Service and/or delivery of the Product in accordance with the confirmed terms of sale.
2. In the event of delayed payment, the Seller reserves the right to charge interest from the due date of the claim until full payment is made in the amount of statutory interest.
3. Regardless of the place of delivery of the Products and / or performance of the Services, the place of business by the Seller shall be considered the place of payment / payment.
4. Unless the Parties expressly agree otherwise, the prices provided in the price lists, catalogs, offers, information materials, website and Agreements are net prices, to which VAT should be added in accordance with applicable law.
5. The invoices issued by the Seller to the Buyer are due and payable on the date specified in the invoice. The date of payment shall be the date of payment made to the Seller's account (the date on which the funds are credited).
6. If the payment deadline falls on a non-working day, the payment should be made on the previous business day.
7. An advance payment for the performance of the Order shall not constitute an advance payment within the meaning of the Civil Code.
8. If the Buyer is late with the payment of any due invoice, the Seller may withhold contractual obligations or make further orders conditional upon the payment of these payments.

V. RECEIPT | DELIVERY

1. The Seller sends the Products to the recipient indicated in the Order and to the delivery address indicated in the Order, via selected forwarders or carriers. The Buyer should indicate any non-standard features in the Order to facilitate the delivery process.
2. The products are delivered to the recipient at the expense and risk of the Buyer, therefore the Seller shall not be liable for any, not attributable to his sole fault, effects of delay in delivery or loss or damage to the shipment during its release to the carrier from the Seller's warehouse.

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3. Quantitative and qualitative complaints resulting from damage to the shipment in transit will be directed by the Buyer directly to the carrier and the Seller.
4. The Seller shall make every effort to ensure that the term of the Agreement execution does not exceed the number of days indicated in the Sale Confirmation, starting from the date of delivering the Sale Confirmation to the Buyer.
5. The Seller may change the date of the Order in the event of a temporary unavailability of the ordered Products for reasons beyond the Seller's control or for reasons related to international transport or other reasons beyond the Seller's control.
6. At each stage of the Order, the Seller has the right to withdraw from the concluded Agreement, also without giving any reason. The declaration of withdrawal should be submitted no later than 180 days from the date of placing the Order by the Buyer. In the event of the Seller's withdrawal from the Agreement, the Buyer shall not be entitled to any claims against the Seller, except for a claim for reimbursement of the amount paid from Proforma.
7. The Buyer is obliged to collect the ordered shipment at the place and time notified by the carrier by persons who have the Buyer's authorization to collect it. In the event of failure to collect the shipment, the costs of its return to the Seller, re-shipment or additional costs related to the carrier's waiting for unloading shall be borne entirely by the Buyer.
8. The Buyer or the recipient indicated by him are obliged to familiarize himself with the condition of the shipment upon its receipt from the carrier and report any comments to the Seller upon its receipt.
9. In the event of discovering damage to its packaging, visible quantitative shortages or other defects upon receipt of the shipment, the recipient is obliged to confirm the existence of these defects or shortages by an appropriate entry in the acceptance report or in another complaint document (e.g. a note), drawn up with and with the carrier's signature. This information, together with attachments, should be provided to the Seller within 3 calendar days of the situation.
10. Defects of the shipment or its quantitative deficiencies visible upon receipt, and not confirmed by the carrier, may not be taken into account by the Seller.
11. The delivery will be carried out in accordance with the Agreement or with the Sales Confirmation, including the GTS, and in accordance with the regulations in force on the date of the Agreement or the Sales Confirmation.

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12. The Seller is not responsible for the delay in the delivery of Products if the cause of failure to meet the deadline was force majeure understood as the occurrence of atmospheric phenomena, natural disasters in the form of flood, fire, hurricane, state of war or war, epidemic, pandemic, strikes, restrictions, which to export or import certain products, exclude them from trading, blockages in trade with individual countries, delays in transport due to communication disruptions that the Seller could not have foreseen or prevented, shortages of raw materials and products arising from the sole fault of suppliers of these raw materials or other circumstances beyond the control of the Seller. Until the obstacle ceases, the Seller may withhold or limit the delivery, and may withdraw from the Agreement / Order.

13. The Seller may change previously agreed delivery times for reasons other than force majeure, in particular logistical difficulties or reduced transport capacity of the carriers. In this case, the Seller shall immediately agree with the Buyer on a new delivery date for the Products.

14. The Seller shall also not be liable for the untimely delivery of the Product in the event of the Buyer introducing changes to the subject of the Agreement, the Order, affecting the production or completion of the Product or as a result of other circumstances caused by the Buyer.

15. In any of the above-mentioned situations, the Seller shall not be deemed to have failed to perform or improperly performed the obligation and shall not grant the Buyer the right to claim damages or contractual penalties.

16. Deliveries may be made partially

17. If the delays in delivery result from the sole fault of the Buyer, in particular if the Buyer has not provided or changed the place of delivery or is not ready to collect the Product or if the Product is not collected by the Buyer on time or if the Seller's account has not been received prepayment for the Product, the Seller, at its sole discretion and without any liability, is entitled to store the Product at the Buyer's expense and risk, which does not exclude the obligation to pay for the Product ordered by the Buyer and incur logistic costs.

18. The right to dispose of the Product and all risks related to the Product shall be transferred to the Buyer in accordance with the INCOTERMS 2020 delivery terms, which constitute an integral part of the Agreement.

19. If the Product is delivered by the Seller, the Buyer is obliged to:

a) to ensure the physical presence of the person authorized to unload

b) check the quantity of the delivered Product immediately after unloading and, if possible, also check the quality of the delivered Product (subject to point d)

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- c) immediately notify the Seller of any non-compliance of the Product in terms of quality and quantity
- d) the Buyer is obliged to report any quality non-compliance of the Product delivered in bulk before the commencement of unloading
- e) check the weight of the Product, and in the case of deliveries of full truck loads, the permissible tolerance is +/- 0.5% subject to weighing on a scale with a valid weight calibration and verification certificate
- f) written and legible confirmation of the receipt of the Product on the transport document.

VI. COMPLAINTS | WARRANTY

1. The Seller grants the Buyer a warranty for the Products for the useful life specified in the description of the Product. If the description of the Product does not indicate the warranty period, the Product is not covered by the warranty.
2. The warranty period runs from the date of delivery of the Product to the recipient indicated in the Order and ends after the time specified individually for a given type of Product, indicated next to its description.
3. The warranty excludes Product defects resulting from its improper storage or use
4. The condition for exercising the rights under the warranty is the submission by the Buyer, within 14 calendar days of the detection of the defect, a written complaint indicating the defective Product, date and number of the Order and describing the revealed defect (including photo documentation), as well as delivering the defective product to the Seller., at the expense of the Buyer.
5. The Seller, recognizing the complaint as justified, may - at its discretion - repair the defective Product or replace it with a new one. In the event that the replacement of the Product with a new one or its repair is impossible, the Seller has the right to withdraw from the contract in the scope of this Product (s), with the Buyer reimbursed for the price paid and all transport costs incurred. In this situation, the Seller will issue a correcting invoice.
6. Complaints about reagents purchased in factory-sealed, intact packaging will be accepted only if the complaint is accepted by the manufacturer.
7. The Seller's liability under the warranty is excluded.

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8. In no event shall the Seller be liable for any damage, lost profits or loss of profits. The financial, legal and tax liability of persons representing the Seller is also excluded.
9. Information on Products contained in their descriptions is for reference only and does not constitute a binding specification. The buyer should familiarize himself with the features and parameters of the Product before placing an order. The Buyer is responsible for the suitability of the Product for the intended use.
10. The Seller is not liable for losses resulting from improper unloading, storing, storage, moving, preservation and using the Product by the Buyer or third parties.
11. The Seller has the right to withhold from the Buyer the realization of its claims arising from the complaint until the Buyer settles all overdue payments against the Seller. The submission of a complaint by the Buyer does not suspend the obligation to pay for the Product.
12. The properties of the Products and their samples are binding only to the extent that they were expressly agreed and recorded in the content of the Agreement or the Sales Confirmation.

VII. FINAL PROVISIONS

1. In the case of drawing up contracts also in languages other than Polish, the Polish version of the contract shall be decisive.
2. Any changes to the Agreements and the GTS must be made in writing, otherwise being null and void.
3. If the provisions of the GTS or concluded Agreements prove to be invalid in part, other provisions of the above-mentioned documents shall remain in force.
4. The applicable law is Polish law. In the event of a dispute, the Parties will strive for an amicable solution, and in the event of disagreement, the competent court for resolving any disputes is the court competent for the Seller.
5. If the Buyer purchases Products for resale, the Buyer should independently determine the possibility of placing the Product on the market in the territory of the country of receipt and perform the related activities or obligations. If these obligations require the Seller to prepare or provide additional information or documents, the Buyer undertakes to immediately inform the recipient about this fact. In the event that the Buyer places the Product on the market, contrary to the applicable law in the country of receipt, with a purpose inconsistent with that declared by the Seller - the Seller shall not be liable for any legal and tax liability and has the right to withdraw from the Sales Agreement in whole or in part

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within the time limit up to 60 calendar days from the moment of becoming aware of this fact.

6. The Buyer declares that he is not in arrears with taxes (he is an active VAT payer). In addition, the Buyer declares that the purchased Product will not be subject to money laundering, financing of terrorism and traded in the framework of tax carousels. The Buyer also declares that he is subject to any economic and political sanctions that could adversely affect the Seller.

7. The GTS may be changed by announcing their updated version on the Seller's website www.chempropoland.com. In the case of an Agreement concluded before the announcement of the updated version of the GTS the use of this version requires the consent of the Buyer. Consent may be expressed in any form. The Seller may also send the Buyer an updated version of the GTS. No response within 14 calendar days from the delivery of the updated version of the GTS in writing or in electronic form (e-mail address provided in the Order), will be deemed the Buyer's consent to amend the Agreement and apply the updated version of the GTS to it.

The Management Board of Chem-Pro Poland Sp. z o.o.

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