

## GENERAL TERMS OF SALE

implemented by Konimpex Chemicals Sp. z o.o. for the benefit of the client

### § 1 Introductory Provisions

1. These General Terms of Sale (hereinafter referred to as GTS), apply to all commercial transactions concluded between Konimpex Chemicals Sp. z o.o. (hereinafter referred to as KCH), and the Client (hereinafter referred to as Purchaser or Recipient), and related to the sale of goods offered by Konimpex Chemicals Sp. z o.o. (hereinafter referred to as sales).
2. In case of doubts, delivery of the good is understood as transport, displacement/ delivery of cargo to the Client under conditions described in GTS.
3. Placing the order by the Client means acceptance of the conditions defined below.
4. Exclusion of application or any changes of GTS can be stated only by mutual agreement of all parties to the commercial transactions, confirmed in writing.

### § 2 Realization of sales

1. The basis to accept the order of the client to realize is sending the order of the client via mail to the employee of KCH or submission of such order to the employee of KCH by telephone.
2. The employee of KCH immediately and not later than within 48 hours from receipt of the client's, confirms the acceptance for realization, in writing, indicating at the same time the planned delivery date.
3. The delivery date indicated on the order confirmation is the planned date approximate, and may differ, but not more than 24 hours, from the date indicated therein.
4. The client's order should contain at least:
  - a. Type of the product, grade, quality and quantity provided in tones/kilograms,
  - b. Delivery terms,
  - c. Accurate delivery address (name of the street, square Or avenue, the house number, postcode, town and country)
  - d. Date or delivery time interval with the hours of warehouse operations,
  - e. Net price,
  - f. Other customer specific requirements, ie in particular: information concerning quality of goods, packing way, the method of unloading, required information contained on the shopping documents and the sale invoices and other that may affect the realization of sales.
5. If the delivery date, due to the reasons beyond the control of KCH, might change, the employee of KCH is obliged to inform the client, at least 24 hours before the planned delivery date, indicated previously on the confirmation of the client's Order.
6. Any possible notification of changes by the client, in terms of realization of the customer's order, after its confirmation by the employee of KCH, can be taken into account only by mutual agreement, made in writing. If the aforementioned affects the change in delivery date or causes other change in the order realization of the customer, the employee of KCH is obliged to immediate inform the client about the fact along with indication of the impact of the effects and presentation of possible alternative solution. No immediate objections to the changes by the customer shall be considered as their acceptance.
7. Cancellation of the customer's order or making any changes in the order, after loading of the goods on the transport means, makes KCH entitled, without a detailed indication of the damage, to demand a compensation for the costs incurred, in the amount of 10% of the cancelled or changed order value. If the costs incurred by KCH exceed the value indicated above, may demand the additional complementary compensation to the amount of actual costs incurred.
8. KCH implementing the customer's order, takes into account all the customer's requirements , reported according to the records of GTS. The sale consists of the goods' delivery and the transport, unless the delivery terms indicated on the customer's order and confirmed by KCH indicate that the customer will receive the goods at his own cost and responsibility. The receipt by the customer, at his own cost and responsibility, requires prior agreement of the date of receipt with the employee of KCH and is possible after the driver registration, containing at least the name and surname of the driver and the vehicle registration numbers .
9. Goods delivered by KCH meet the requirements concerning the packaging, labeling and protection of the foods In transport, specified In national and international law, according to the law status on the delivery date of the goods.
10. Quality Certificate is sent to the Client to every delivery of the cargo by mail. In case of contradictions between Quality Certificate and Technical Specification, Quality Certificate is binding.

11. Compliance of requirements, concerning the packaging compliance and labeling specified in the national and international law, applied also in case of the receipt of the goods by the customer at his own cost and responsibility.

### § 3 Shipment of goods

1. Transport of goods means a displacement/ delivery of cargo to the place indicated by the Purchaser in the order. The activities connected with a displacement of goods do not include the unloading of goods. The costs of unloading are covered by the Purchaser. The Purchaser is obliged to unload the goods without undue delay. Purchaser confirms the date of receipt of goods in a written form immediately after the unloading and checking the goods.

In case of receipt of the goods by the Purchaser at his own cost and responsibility, the product is available for collection in appropriate packaging, on the day and place designated by KCH in the order. The costs of loading shall be borne by KCH.

2. If the destiny place of goods is a place other than the Purchaser's address, the Purchaser is obliged to indicate the person authorized to receive the goods, indicating the name, surname, and the document number on the order stating its identity.
3. Receipt of the ordered goods is authorized by confirmation of the Purchaser or the persons, signing the relevant document i.e. WZ or CMR document.
4. The Purchaser may not refuse to discharge the ordered goods and to sign confirming its receipt, even when reported a reservation, as to the ordered goods or the way of its transportation.
5. The Purchaser is obliged to check the goods at its receipt and at the presence of the driver transporting the goods.
6. In case of any objections, concerning in particular any damage stated, incomplete cargo or exceeding the order, the Purchaser is obliged to immediately inform the employee of KCH, along with delivering the copy of the bill of lading, a complaint report or other documents, on which any stated irregularities are noted and Report on the delivery status/notification of other irregularities in delivery, according to the form in the Attachment no 1 to GTS.
7. Receipt of goods by the Purchaser without reservations, results in recognition that the recipient obtained the goods in condition indicated in CMR or on WZ document in the amount provided therein and the packaging quality. Any subsequent claims, for their effectiveness, the Purchaser is obliged to report within 7 days from the date of unloading (not counting Sundays and public holidays). The claims reported after this date will not be considered.
8. In case of receipt of goods by the Purchaser at his own cost and responsibility from the warehouse of KCH, the Purchaser loses his entitlements under shortages of goods, as long as he made their acceptance without reservations.
9. From the moment of issuing the goods to the Purchaser, all benefits and responsibilities associated with the goods pass over to him and the risk of accidental loss or damage to the goods.
10. In case of changing the place of unloading by the Purchaser after loading, as long as it is possible, the Purchaser is obliged to cover all costs resulting from the change of the unloading place, in particular also the financial liabilities under the extended reservation of the means of transport.
11. The goods returned by the customer must maintain at least the standard of packaging and labeling appropriate to the standard on the Day of unloading, if the transport was organized by KCH or on the day of loading, if the Purchaser received the goods at his own cost and responsibility from the warehouse of KCH. Besides, the Purchaser by returning the goods, is obliged to its appropriate protection.

KCH has the right to a written refusal of goods acceptance from the Purchaser, if the return was not agreed earlier and confirmed by the employee of KCH. Arrangements as to returning of the goods shall accurately specify the type, quantity and number of the returned goods' batch.

### § 4 Complaints

1. The deadline to report the claims amounts to 6 months (subject to point 2 of this section) from the date of the goods acceptance by the Purchaser. After expiry of the period, the reported claims, will not be considered. In case when the shelf life of goods expires earlier than 6 months from the date of the acceptance by the Purchaser, the responsibility of KCH ends with the date of expiry.
2. The Purchaser is obliged to inform the employee of KCH on the recognized defect immediately, it is maximally within 7 days from its detection. After expiry of the date the reported claims will not be considered.
- 2a. Reporting a claim does not release the Purchaser from the obligation of payment within agreed term, according to sales invoice.
3. KCH shall not retry the responsibility for damage of goods and its packaging from the moment of unloading.
4. Complaints are considered within 30 days from the date of reporting them.

5. KCH is liable for failure to complete or improper performance of the obligation arising from the confirmed order of the customer, resulting from own and wrongful act or omission. The responsibility is limited only to the actual damage of the Purchaser, but not higher than the value of the non-performed or inadequately performed contract.  
Improper performance of the obligation means the delivery of goods, which was not the subject of the customer order and significant delay in delivery of goods, even if the goods were compliant.
6. The method of complaint resolution depends on the individual agreements between the parties. After the complaints' acceptance, KCH in particular may:
  - a. Replace the goods for the free of defects,
  - b. Reduce the sale price,
  - c. Grant a discount for the next deliveries.
7. The Purchaser, by submitting a complaint, under the pain of its rejection, shall be obliged to present:
  - a. The photographic record of the defective goods, which could be used to unequivocally determine the nature, type and extend of the damage,
  - b. The quality certificate provided with the delivery, tests results, analyses or other evidences confirming the incompliance with previously delivered specification,
  - c. A copy of the bill of lading/WZ/CMR or the protocol referred to in § 3 p. 6.
8. KCH shall not be responsible in particular for the defects:
  - a. In case of the goods packaging: occurred as a result of mechanical damages during the transport,
  - b. As a result of force majeure, in particular the extraordinary weather conditions.

## § 5 Additional provisions for deliveries to Germany

1. For any order to be in force, pursuant to § 15.1. Sentence 4 of VerpackG, the Purchaser and KCH agree that the Purchaser will keep the packagings and fulfill all of the obligations described in § 15.1, § 15.2, § 15.3, § 15.4 and § 15.5 of VerpackG in place of KCH.
2. The Purchaser declares that this provision also meets the information requirements described in § 15.1. Sentence 5 and § 15.2. Sentence 2 of VerpackG.
3. The Purchaser does not want to return the packagings to KCH.

## § 6 Final provisions

1. Force majeure, as well as other unforeseeable events such as disruption to traffic, power outages, strikes, closure of the business, other disruptions of the plant and any kinds of obstacles not caused by KCH preventing or hindering the implementation of a dispatch, **and beyond KCH influence**, cause an extension of the delivery date by the time of the obstacle on duration, for which KCH is not liable. **To prevent any delays, KCH has implemented Contingency plan, according to which there will be actions introduce to reduce any difficulties caused by unforeseen events.**
2. In case of doubt, the dates indicated In GTS, are counted from the time of informing the other party or from the time when the other party could Get familiar with the content of the transfer red information.
3. The prices indicated in the order of the customer are the gross prices to which the tax on goods and services will be added , according to the applicable law.
4. In case of the first customer order, the customer is obliged to send with the order, the registration documents relevant to the legal form of the business, including the document containing Tax Identification Number of the customer.
5. It is alleged that the person acting under the name of the customer company is the person authorized to submit the orders, without limitation as to their quantity. KCH shall not bear any responsibility for the actions of the customer employees.
6. In case of invalidity, unenforceability or irrelevance of certain provisions of GTS, the remaining provisions shall remain in force . R=The ineffective provisions shall be replaced by the appropriate effective provision.
7. The parties mutually agree that in any matters, including also litigations regarding sale realization, the l=Polish law shall be applicable. If however, the provisions of relevant international agreements or conventions provide for the mandatory rules, then In the place of such provision, the appropriate regulations shall be used, without the affect on the validity of the remaining provisions of GTS.
8. For the matters not covered, the provisions of the Civil Code are applicable or other relevant regulations of special acts.
9. Any disputes arising from these Terms and Conditions of Sales or remaining in connection with them, shall be resolved amicably by the parties. In case of failure to reach the agreement within 30 days from the date of the dispute occurrence ie reporting any objections as to the realization of sale, in case of the customers, whose the

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seat is on the territory of Poland, the matter will be referred to the decision of Common Courts, competent locally and of proper venue for KCH headquarters.

If the customer is established abroad, then Any disputes arising from GTS and agreements with the customer Or remaining with them In a relationship, shall be settled down finally under the Rules of Arbitration Court at the Polish Chamber of Commerce in Warsaw (<https://www.sakig.pl/>) being in force on the date of the proceeding, by the arbitrator or the arbiters appointed in compliance with the said Rules using the substantive Polish law .

Attachments:

1. Report on the delivery status/notification of other irregularities in delivery

Annex No. 1 to **GENERAL TERMS AND CONDITIONS OF DELIVERIES** carried out by Konimpex Chemicals Sp. z o.o. to the customer

## **Report on the delivery status/notification of other irregularities in delivery**

### **Information about the carrier:**

Name: .....  
Address (consistent with corporate documents): .....

### **Delivery to:**

Company name: .....  
Delivery address: .....

### **Information about the goods – original delivery status:**

Name of goods: .....  
Quantity of goods (t): ..... Number of bags: ..... Number of pallets: .....  
Securities (stretch/straps/boxes/other): .....  
Value of the goods according to the waybill: .....

### **Type of damages/irregularities (tick as appropriate):**

Damage to the goods

Name of the goods damaged: .....  
Quantity of goods (t): ..... Number of bags: ..... Number of pallets: .....  
Securities (stretch/straps/boxes/other): .....  
Value of the damage: .....

Other damage (to the means of transport/transport container)/irregularities (delays in delivery) *Please indicate the type and extent (value) of damage as well as other relevant information*

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### **Alleged time and place of the damage/irregularity:**

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### **Alleged causes of the damage/irregularity:**

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**Circumstances in which the damages/irregularities were found:**

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**Other:**

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Signature of the customer receiving the goods

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Signature of the driver delivering the goods