

## MULTICHEM SP. Z O.O. – GENERAL TERMS AND CONDITIONS OF SALE

### § 1. GENERAL PROVISIONS

**1.1** These General Terms and Conditions of Sale (hereinafter referred to as "GTCS") define the rules of concluding contracts of sale of goods manufactured, distributed and sold by Multichem sp. z o.o. with its registered office in Luboń, ul. Przemysłowa 2, postcode: 62-030 Luboń, entered into the Register of Entrepreneurs of the National Court Register ("KRS") kept by the District Court Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Department, under the number: KRS 0000104551, NIP (VAT No.): 7791548062, REGON (Business Statistical Number): 320018140 (hereinafter referred to as the "Seller").

**1.2** These GTCS constitute an integral part of all sales contracts concluded by the Seller, including contracts signed on the basis of an order or an offer for the entity that purchases goods or services.

**1.3** GTCS are available to the Buyer before the conclusion of a contract at the place of Seller's registered office and, in addition, they can be made available in the content of an offer/order confirmation or on the Seller's website.

**1.4** GTCS are contractual regulations binding on the parties with respect to the sale of goods and services of the Seller. The Parties exclude the use of other contractual templates (general terms and conditions of contract, sales conditions, draft contracts, rules of sale, etc.) applied or agreed by the Buyer.

**1.5** The provisions contained in the GTCS may be amended only in writing under pain of nullity. Conclusion of a separate sales agreement in writing excludes the application of these GTCS only to the extent regulated in such an agreement in a different manner.

**1.6** Arrangements between the parties differing from the GTCS, if agreed and confirmed in writing by both parties, shall take precedence over the provisions of these GTCS.

**1.7** The provisions contained in the GTCS apply when the Buyer is an entrepreneur within the meaning of the regulations of Polish Civil Code.

### § 2. TERMS AND DEFINITIONS

The terms used in these General Terms and Conditions of Sale have the following meaning

**2.1 GTCS** - these General Terms and Conditions of Sale;

**2.2 Seller** – Multichem sp. z o.o. with its registered office in Luboń, ul. Przemysłowa 2, postcode: 62-030 Luboń, entered into the Register of Entrepreneurs of the National Court Register ("KRS") kept by the District Court Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Department, under the number: KRS 0000104551, NIP (VAT No.): 7791548062, REGON (Business Statistical Number): 320018140;

**2.3 Buyer** - a natural person conducting business activity, a legal person or an organizational unit without legal personality, which is a party to a contract of sale of goods or services offered by the Seller;

**2.4 Payment term** - a day after which the amount payable for the goods or services becomes due for payment;

**2.5 Goods** - movable goods to be sold under a contract of sale between the Seller and the Buyer, which are offered by the Seller;

**2.6 Services** - services of sorting, portioning, packaging, maintenance and other services to be provided by the Seller to the Buyer;

**2.7 Purchase Order** - a declaration of intent to purchase Goods submitted by the Buyer in writing, in documentary form (by e-mail), by telephone or in the presence of an authorized employee of the Seller, containing at least the elements referred to in §3.2 of the GTCS;

**2.8 Order confirmation** - Seller's written statement (or a document sent by e-mail), on acceptance of a Purchase Order for execution, submitted to the Buyer after receipt of the Purchase Order, specifying the unit price of the Goods, the total value of the Purchase Order, the due date for execution of the Purchase Order, the place and conditions of delivery/receipt of the Goods, payment terms and other additional arrangements, e.g.: delivery time;

**2.9 GDPR** – the General Data Protection Regulation No. 2016/679 of 27 April 2016.

### § 3. SALE PROCESS

Information published on the Seller's website, in catalogues, leaflets, advertisements and other publications does not constitute an offer within the meaning of the Civil Code, even if such information includes the price. Publications concerning products offered by the Seller are of informational nature only, while specimens and models issued by the Seller are for visual and exhibition purposes. Detailed technical specifications provided in publications are subject to changes without notice as a result of continuous development and changes in the technical industry.

**3.2** In its Purchase Order, the Buyer shall indicate the following details:

- 1) Buyer's details, including the name and exact address of the registered office of its company,
- 2) NIP number or an equivalent tax identification number,
- 3) Seller's offer number, if applicable,
- 4) identification of the Goods or services together with their trade name or symbol (number or information allowing to define a specific offer) contained in the Seller's offer,
- 5) the quantity of the Goods ordered,
- 6) anticipated date of Purchase Order completion,
- 7) place and conditions of delivery/receipt of the Goods in compliance with the arrangements,
- 8) contact details.

**3.3** The prerequisite for effective conclusion of a sales agreement is placing a Purchase Order by the Buyer and obtaining an Order Confirmation from the Seller. The Order Confirmation means that the Seller has received the Purchase Order and accepted it for processing. A Purchase Order itself made by the Buyer is not binding on the Seller, and the lack of response from the latter does not mean acceptance of the Purchase Order.

**3.4** The Seller may withhold the sale in case of doubts as to the veracity of data contained in the documents referred to in §3.2 of the GTCS or violation of the agreed terms of payment, such as payment for goods, services or advance payment for a Purchase Order.

**3.5** Cancellation of a Purchase Order by the Buyer is permitted only in exceptional situations after prior determination of the conditions for cancellation with the Seller (in writing or in a documentary form). The Seller reserves the right to charge the Buyer with the actual costs incurred by the Seller up to the time of cancellation, not exceeding 100% of the Purchase Order value.

**3.6** The Seller shall not be liable for non-performance of its obligation as a result of circumstances remaining beyond its control (Force Majeure). This refers, in particular, to the following cases: strikes, acts of terrorism, war, problems with the delivery/transport/production for reasons not attributable to the Seller, actions of legislative or executive authorities or natural disasters.

**3.7** The Seller shall not be liable for indirect or consequential damage to the Buyer's property, such as loss of profits or remuneration, loss of data or anticipated savings, as well as for any damage that the Buyer could have avoided by following the information contained in the operating instructions or provided during training.

#### **§ 4. OTHER PROVISIONS**

**4.1** If the parties will not agree otherwise, the price of the goods or services shall be the price as stated in the VAT invoice.

**4.2** Prices indicated by the Seller are net prices, to which VAT shall be added according to the rates applicable on the day of issue of an invoice.

**4.3** Unless otherwise agreed, EXW shipping rules are applicable (INCOTERMS 2010), based on CPT (Carriage Paid To) plus Seller's standard packaging.

#### **§ 5. PAYMENTS**

**5.1** The Buyer shall be obliged to pay the amount due for the sale of goods within the time limit specified by the Seller in its VAT invoice.

**5.2** The day of crediting the Seller's bank account indicated on the invoice, or the day of payment in cash, shall be deemed the date of effecting payment.

**5.3** If the Buyer fails to make payment by the set due date, the Seller shall be entitled to charge statutory interest for delay in commercial transactions for each day of the delay, as well as to demand prepayment for the Goods covered by the Purchase Orders already accepted for execution.

**5.4** Buyer's failure to pay within the time limit specified on the invoice entitles the Seller to stop the delivery of goods and suspend the performance of already accepted Purchase Orders.

The Seller may make the execution of a new Purchase Order placed by the Buyer who is in arrears with payments or pays invoices late, dependent on the payment of an advance on account of a new Purchase Order placed by the Buyer.

**5.5** Unless the parties agree otherwise in writing, payment for the ordered Goods shall be made without set-offs and compensation of counterclaims.

**5.6** Lodging of a complaint does not release the Buyer from the obligation to pay for the Goods by the agreed due date.

#### **§ 6. DELIVERIES**

**6.1** The Seller shall not be liable for any loss, damage or expense (direct or indirect) arising from Buyer's claims regarding errors in the delivery or its delay caused by the operation of a logistics operator (freight forwarder).

**6.2** Delivery dates resulting from any arrangements between the parties may be changed in case of events for which the Seller is not responsible (Force Majeure).

**6.3** If the Buyer extends the agreed delivery date or acceptance date of the Goods, the Seller shall have the right to charge the Buyer with the cost of transport and storage of the Goods.

**6.4** In the case when the delay in acceptance of the Goods exceeds 14 days or if the Buyer refuses to accept the Goods, the rules specified in § 3.5 shall apply.

**6.5** The Buyer shall be obliged to check the conformity of the delivered Goods against the Purchase Order immediately after receiving the Goods. The Buyer is obliged to check, in particular: the condition of the consignment and the quality, quantity and assortment of the delivered Goods, and draw up a protocol of product damage upon receipt of the Goods from the carrier. In addition, the Buyer shall immediately (i.e. not later than within 7 business days) report any objections in this respect to the Seller by drawing up a non-compliance report, in accordance with the complaint procedure specified in § 10 of the GTCS. The Seller reserves the right to inspect the reported damage at the place of delivery.

### **§ 7. TITLE IN THE GOODS**

**7.1** The Seller reserves the title in the Goods sold, with an effect that the Seller shall remain the owner of the Goods until the payment of full amount due for the received Goods and other receivables resulting from the sales contract, regardless of the place of storage, installation or incorporation in other objects.

**7.2** Upon initiation of bankruptcy or composition proceedings in relation to the Buyer, the latter shall be obliged to mark the Goods in a manner indicating the reservation of title in favour of the Seller.

**7.3** In the event of seizure of Goods being the property of the Seller in the course of enforcement proceedings in respect of the Buyer's assets, the Buyer shall be obliged to immediately notify the Seller thereof and cooperate in the exercise of Seller's rights against the entity seizing the Goods by any means available.

At Seller's request, the Buyer is obliged to immediately provide all information on where the Goods subject to the reservation of title are stored.

### **§ 8. BEST-BEFORE DATE**

The expiry date (best-before date) of the Goods is the date provided on the packaging together with the production batch number.

### **§ 9. PERSONAL DATA – INFORMATION CLAUSE**

**9.1** The controller of personal data of the Buyer and contact persons acting on behalf of the Buyer, received under the sales contract, is the Seller: MULTICHEM sp. z o.o. with its registered office in Luboń, address: ul. Przemysłowa 2, 62-030 Luboń, entered into the Register of Entrepreneurs of the National Court Register ("KRS") kept by the District Court Poznań – Nowe Miasto i Wilda in Poznań, VIII Commercial Department, under the number: KRS 0000104551, NIP (VAT No.): 7791548062, REGON (Business Statistical Number): 320018140, phone no. +48 893373, E-mail: [cs@multichem.com.pl](mailto:cs@multichem.com.pl)

**9.2** In connection with the performance of a Purchase Order, the Seller shall process:

a) Data of the Buyer, i.e. natural person conducting business activity or contact persons acting on behalf of the Buyer, such as: first name, surname, company name, registered office address, NIP (VAT number), e-mail address, telephone number

- on the basis of Article 6 (1) letter (b) of the General Data Protection Regulation of 27 April 2016 (hereinafter: "GDPR"), for the purpose of performing contractual obligations and pursuant to Article 6(1) letter (c) of the GDPR for the purpose of documenting the concluded sales contract and its settlement, based on the provisions of tax and accounting law,

b) Data of the Buyer, i.e. a natural person or contact persons acting on behalf of the Buyer, such as: e-mail address, phone number, fax number,

on the basis of Article 6 (1) letter (f) of the GDPR for the purpose of ensuring constant contact during the execution of a Purchase Order, to maintain business relations,

c) Data of the Buyer, i.e. a natural person conducting business activity or contact persons acting on behalf of the Buyer, such as: the address of business activity, e-mail address, phone number, fax number,

- on the basis of Article 6 (1) letter (f) of the GDPR for purposes resulting from legally justified interests of the Seller, including, but not limited to, the collection of receivables, direct marketing of the Seller's products and services, to ensure accountability (including proving that the Seller meets the obligations arising from the provisions of law),

d) Data of the Buyer, i.e. a natural person conducting business activity,

on the basis of Article 6 (1) letter (f) of the GDPR for archival (evidentiary) purposes being the realization of legally justified interest of the Seller,

e) Data of the Buyer, i.e. a physical person conducting business activity,

on the basis of Article 6 (1) letter (f) of the GDPR for the purpose of possible determination, investigation or defence against claims being the realization of legally justified interest of the Seller;

hereinafter: "**Personal Data**".

**9.3** The Seller entrusts Personal Data for processing to third parties participating in the process of contract performance, i.e. to companies operating IT systems, companies providing consulting services, as well as other recipients of data, i.e. state authorities, including the Social Insurance Institution (ZUS), the Tax Office (US), the Central Statistical Office (GUS) and banks.

**9.4** Personal Data processed on the basis of a legally justified interest of the Seller (Article 6 (1) letter (f) of the GDPR) may be processed by the Seller until such time as the legally justified interests of the Seller which constitute the basis for such processing are fulfilled or until the Buyer raises a justified objection to such processing.

Data processed in the remaining scope may be processed by the Seller until the statute of limitations for claims arising from the contractual relations between the Seller and the Buyer, in particular until the expiry of the obligation to keep accounting documents concerning the sales contracts between the Parties.

**9.5** In connection with the processing of Personal Data by the Seller, the Buyer, i.e. a natural person running a business activity and a person whose data was provided in the Purchase Order for contact, shall have the following rights, if applicable:

- a) To access the content of their data and request the rectification, erasure or restriction of its processing,
- b) To request erasure of Personal Data, except when its processing is necessary to comply with a legal obligation incumbent on the controller of the data and to establish, enforce or defend claims by the Client,
- c) To object to the processing of Personal Data for purposes resulting from legally justified interests of the Client,
- d) To lodge a complaint with the President of the Office for the Protection of Personal Data, where the processing of personal data violates the provisions of GDPR.

**9.6** Providing Personal Data is voluntary, however necessary for executing the Purchase Order.

**9.7** Personal data shall not be transferred to a third country.

**9.8** Alterations to this clause do not require a change of the GTCS.

## **§ 10. COMPLAINTS**

**10.1** Any complaints shall be reported to the Seller immediately by e-mail to: [cs@multichem.com.pl](mailto:cs@multichem.com.pl) or to the e-mail address of an employee responsible on the part of the Seller for direct contacts with the Buyer or in writing to the address of the Seller's registered office.

**10.2** In the complaint report, the Buyer shall indicate:

- 1) the name of the product subject to the complaint and, if applicable, its catalogue number and batch number,
- 2) number of pieces subject to the complaint,
- 3) a photocopy/scan or number of invoices constituting the basis for the purchase of the goods subject to the complaint,
- 4) the contact person for the complaint and the preferred form of reply to the complaint, including the language of communication,
- 5) data of the person submitting the complaint and a detailed description of the circumstances,
- 6) if possible, photographic documentation (if applicable),
- 7) the Buyer's specific request.

The Buyer may be asked to fulfil additional complaint obligations necessary to investigate the complaint (e.g. delivery of samples of the defective Goods).

**10.3** The Buyer shall check the Goods immediately during delivery and shall be entitled to complain about quantitative shortage of Goods or mechanical damage to the consignment provided that:

- a. The buyer has marked the defect discovered in carrier's documents, or
- b. The Buyer notifies the Seller thereof by email or in writing (letter, fax) not later than within seven working days from the date of delivery.

**10.4** The Buyer has the right to complain about quality defects of the Goods received within two working days of their discovery, however, not later than on the last day of the warranty period for the goods subject to the complaint.

**10.5** If the Buyer complains about shortages or defects of the Goods, the Buyer must discontinue using them. In particularly justified cases, the Seller may inspect the Goods subject to the complaint at the place of the Buyer's registered office. The Buyer is not entitled to return the goods subject to the complaint at the Seller's registered office without the Seller's consent made in writing or sent by email.

**10.6** Any complaints of the Buyer shall be rejected if:

1. The delivered goods were stored or used improperly (not in accordance with the technical data sheets or the description on the packaging),
2. The Buyer has not notified the Seller of the damage (alleged defect) in the manner provided for in §10.1 and §10.2 above and within the time limits specified in §10.3 and §10.4 above, or has not allowed the Goods to be inspected,
3. The Buyer does not follow or performs improperly or with a delay its obligations towards specified in the GTCS or other agreements binding the Buyer with the Seller;

the burden of proving that the prerequisites stipulated in items 1-3 did not occur lies with the Buyer.

**10.7** Any recommendations and advice provided to the Buyer by the Seller are made in good faith, and do not involve a commitment to perform any obligations by the Seller.

**10.8** In each case, a complaint report filled in as described in § 10.2 of GTCS is the basis for the consideration of a complaint by the Seller.

**10.9** The Seller shall investigate a complaint and notify the Buyer about the manner of its handling within 14 days from the date of receipt of the complaint. If the Buyer fails to meet all the obligations related to the complaint, the indicated deadline for investigating the complaint shall be extended to the day on which the Buyer fully meets them (e.g.: will deliver a sample of the goods subject to the complaint). Samples of the goods subject to the complaint and a refund after the complaint is found justified will be sent at the expense of the Seller. The Buyer must each time obtain the Seller's consent to send samples and return the goods at the expense of the latter.

**10.10** In the case when a complaint is considered justified, the Seller may at its discretion:

1. replace the goods with goods free of defects,
2. reduce the price of the goods subject to the complaint, or
3. return the equivalent of the price that the Buyer has previously paid for the goods subject to the complaint.

The handling of the complaint in the manner described above excludes the possibility for the Buyer to claim further compensation.

**10.11** The Seller has the right to withhold the execution of Buyer's claims resulting from a complaint until the Buyer pays all outstanding amounts due to the Seller.

**10.12** Pursuant to Article 558 § 1 of the Civil Code, to the extent exceeding the provisions contained in these GTCS, the Seller's liability under the warranty is excluded.

## **§ 11. CONCLUSION**

**11.1** The applicable law for these GTCS is the Polish law.

**11.2** The GTCS in the Polish language are the original version.

**11.3** Any matters not provided for in these GTCS shall be governed by the provisions of the Polish Civil Code.

**11.4** Any invalidation of individual provisions of the GTCS shall not affect the validity of their remaining provisions.

**11.5** The Parties shall aim at amicable settlement of any disputes arising in connection with the performance of contracts covered by these GTCS. If it is not possible to resolve a dispute in an amicable manner, the court competent to settle the dispute shall be the court competent for the place of the registered office of the Seller.

**11.6** Application of the United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on 11 April 1980, is excluded for the relations between the Seller and the Buyer.

**11.7** The Seller reserves the right to change these GTCS or to issue new general terms and conditions of sale contracts during the performance of a sale contract. The current version of these GTCS shall apply to Purchase Orders which, as at the date of entry into force of the changes to the GTCS, are in progress.

**11.8** These GTCS come into force as of 21.02.2021 and shall apply to sales contracts concluded at and after that date, unless the Parties decide otherwise in writing.