

1. GENERAL PROVISIONS

- 1.1 General Terms of Sale (hereinafter referred to as "**GTS**") define the basic rules of sales of the Goods offered by SAWEX SPÓŁKA AKCYJNA with its registered seat in Warsaw, ul. Wiertnicza 70., 02-952 Warsaw, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw, XIII Division of the National Court Register under the number KRS 0000697570, NIP 5220003517, REGON 006210490.
- 1.2 GTS constitute an integral part of each Seller's offer addressed to the Buyer and jointly constitute the entire contract concluded between the Customer and SAWEX.
- 1.3 Entering by the Buyer into cooperation with the Seller, including placing an order with the Seller, means acceptance of GTS by the Buyer.
- 1.4 Any deviations from the application of GTS require a prior agreement of the Parties before submitting the order and require written confirmations by both Parties - under pain of nullity. In case of discrepancies between the order conditions agreed by the Parties and GTS, the sales conditions agreed by the Parties shall apply.
- 1.5 GTS are made available to the Buyers in an electronic version on the website www.sawexchemicals.com.

2. DEFINITIONS

For the GTS, unless agreed otherwise in writing, terms and expressions used have the following meaning:

- 2.1 **Seller, SAWEX** - SAWEX S. A. with registered office in Warsaw, 70 Wiertnicza St.; 02-952 Warsaw;
- 2.2 **Buyer, Customer** - the party or parties with whom the Seller has entered into a contract of sale of Goods;
- 2.3 **Parties** - Buyer and Seller;
- 2.4 **Third Party** - a person other than the Buyer and Seller (e.g. the manufacturer of the Goods);
- 2.5 **Goods** - movable thing constituting the subject of the sales contract concluded by SAWEX on behalf of the Customer;
- 2.6 **Agreement** - agreement for sale (delivery) of Goods, order based on which the Buyer purchases Goods from SAWEX, including arrangements contained in email correspondence;
- 2.7 **Delivery** - making the ordered Goods available/delivered by the Seller to the Buyer under previously agreed conditions;
- 2.8 **Force Majeure** - any external event, independent of any of the Parties, which did not occur (or occurred to a lesser extent) at the time of agreeing, and which affected the performance of the agreement;
- 2.9 **Incoterms** - a set of International Trade Rules (version 2020) developed by the International Chamber of Commerce defining the terms of delivery and establishing the manner of allocating costs, risks and responsibilities between the Buyer and the Seller, reflecting the delivery terms agreed by the Parties.

3. PLACEMENT AND ACCEPTANCE OF THE EXECUTION ORDER

- 3.1 A contract of sale (delivery) of Goods is concluded when the Customer, through an authorised person, places an order based on the Seller's offer.
- 3.2 Unless the Parties have agreed otherwise - the order is placed in writing and sent to the e-mail address indicated in the SAWEX offer.
- 3.3 Before completing the first order, the Buyer is obliged to provide the necessary documents, among others: an up-to-date copy of the National Court Register (KRS), Central Register and Information on Business Activity (CEIDG) or equivalent and a certificate of NIP number/registration for VAT purposes (in the case of intra-Community transactions - confirmation of VAT-EU registration). SAWEX may request the Buyer to provide also other documents, if it is necessary for the Seller to fulfil obligations arising from generally applicable law.
- 3.4 Unless otherwise specified, the order should contain, at a minimum, the following information:
 - a) name and address of the Buyer;
 - b) Tax Identification Number (NIP) / identification number for VAT purposes of the Customer;
 - c) order number;
 - d) kind of Goods;
 - e) quantity of Goods;
 - f) the unit price of the Goods;
 - g) total value of Goods;
 - h) date and place of delivery;
 - i) Incoterms delivery terms;
 - j) due date;
 The elements of the order referred to in points f) - j) above shall be indicated by the Buyer after prior arrangements with the Seller.
- 3.5 After placing an order, the Seller verifies the order and confirms the acceptance of the order for execution in whole or in part. The Seller sends confirmation of acceptance of the order for execution in the electronic form to the e-mail address provided by the Customer.
- 3.6 In case of finding any missing required data/irregularities in the order, the Seller electronically requests a correction of the order. After sending the order correction and repeated verification, the Seller confirms the acceptance of the order for processing.
- 3.7 Confirmation of the execution of an order by SAWEX includes, among other things, the estimated date of execution of the order.
- 3.8 To carry out an order by the Seller, it is assumed that each order number is the order number indicated by the Customer, unless the Parties have agreed otherwise.

4. CANCELLATION / CHANGES TO THE ORDER

- 4.1 The Buyer is entitled to withdraw from the execution of the order / change the order without incurring costs on this account unless the order has been executed by the Seller.
- 4.2 Cancellation or modification of the order may be made only after agreeing with the Seller.
- 4.3 All agreements of the Parties shall be made in writing or in electronic form (e-mail) under pain of nullity.

- 4.4 Unless the Parties have agreed otherwise - in the case when an order has been partially / fully realised by the Seller and the Buyer resigns from the order - the Seller shall have the right to charge the Buyer with costs related to the cancellation of that order. In the case of partial execution of an order, costs shall be charged proportionally to the degree of the order's completion for the Buyer.

5. ORDER FULFILMENT

- 5.1 Unless otherwise agreed by the Parties, it is assumed that the Seller's execution of an order shall commence at the moment of the Seller's confirmation of acceptance of the Buyer's order for execution.
- 5.2 The order is completed (delivery takes place) and the risk is transferred from the Seller to the Buyer under the Incoterms agreed by the Parties unless the Parties have agreed otherwise.
- 5.3 The Seller shall be entitled to postpone the execution date of an order for the Buyer in case of circumstances beyond the Seller's control. The Seller shall immediately inform the Buyer about the change of the order lead time in electronic form (e-mail).

6. COLLECTION, TRANSPORT

- 6.1 The Seller shall deliver Goods to the Buyer following the Incoterms agreed by the Parties.
- 6.2 The Seller, after receiving information from the carrier, shall each time inform the Buyer in an electronic form (e-mail) about the date of delivery of Goods and terms of delivery in accordance with the Incoterms rule adopted by the Parties.
- 6.3 The Buyer shall be obliged to collect the Goods at the time and place agreed upon with the Seller.
- 6.4 If the Buyer indicates a place of delivery other than the Buyer's registered office, the Buyer shall be obliged to indicate, in the order or e-mail correspondence with the Seller - the data of a person authorised to accept the Goods on behalf of the Buyer. In such a situation the Buyer shall be responsible for the fulfilment of any requirements towards the Seller, including those resulting from applicable laws - unless, as agreed by the Parties or other conditions (including legal regulations), such obligations are transferred to another person.
- 6.5 Refusal to accept the Goods on the date agreed by the Parties or delay in the acceptance of the Goods by the Buyer, entitles the Seller to charge the Customer with the costs of transport, storage, unloading, loading the Goods and other costs, including (in the case of sea or rail transport) the costs associated with stopping or storing the Goods in the port - and shall be liable to the Seller for damages resulting from the lack of acceptance of the Goods or delay in the acceptance of the Goods by the Customer. The related costs will be determined based on the costs incurred by SAWEX.
- 6.6 Any change in the delivery date of the Goods by the Buyer may only be made with the prior consent of the Seller. If the Buyer requests a change of the Goods delivery date in advance, the Seller may agree that the Buyer shall not bear the costs referred to in section 6.5 above.
- 6.7 Return of Goods by the Buyer may take place only after prior written arrangements with the Seller.
- 6.8 Upon receipt of Goods, the Buyer or a person authorized by him shall confirm their conformity to the order by signing the shipping document or the document confirming the release of Goods from the Seller's warehouse. Any reservations, including those concerning the condition of the Goods or their packaging, must be reported by the Buyer in writing on the above documents upon receipt of the Goods. The receipt of Goods must be confirmed by a legible signature on the shipping document.
- 6.9 In the scope not regulated by the Parties or by GTS - in matters concerning the transport of Goods the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) and provisions of commonly binding laws in Poland, including the Act on Transport Law shall apply.

7. INVOICING AND PAYMENT

- 7.1 The price for the Goods shall be the amount agreed by the Parties and indicated in the Customer's order. If the Parties have not agreed otherwise, the amount determined by the Parties shall constitute the net price and shall be increased by VAT at the appropriate rate.
- 7.2 Unless otherwise agreed by the Parties and subject to Sections. 4.4 and item 6.5 of GTS, the price for the Goods includes all costs related to the delivery of Goods in accordance with the Incoterms agreed by the Parties.
- 7.3 The Buyer shall be obliged to make the payment of the amount indicated in the invoice issued by the Seller in the indicated currency and within the prescribed time limit. Lodging a complaint by the Buyer shall not suspend the obligation to pay for the Goods unless the Parties have agreed otherwise.
- 7.4 The Parties shall each time determine the deadline for payment for the completed order, considering generally applicable laws.
- 7.5 The date of payment by the Buyer shall be the date of crediting the Seller's bank account.
- 7.6 In case of delays in payment or lack of payment by the Buyer, the Seller may postpone, suspend, or discontinue the execution of the order until the payment is settled by the Customer.
- 7.7 Seller may require Buyer to pay interest for late payment to SAWEX in accordance with Polish regulations.
- 7.8 The invoice is sent in electronic form ("pdf" format) to the address specified by the Buyer.
- 7.9 Unless otherwise agreed by the Parties - the Buyer submits a statement to the Seller on acceptance of invoices sent in electronic form. The statement must include, at least, the Customer's data, e-mail address to which SAWEX invoices will be sent and signature of a person authorized to represent the Customer.
- 7.10 The Seller shall deliver to the Buyer, in electronic form (e-mail), an invoice for the Goods, shipping documents and a quality certificate for each consignment - unless the Parties have agreed otherwise or the necessity to deliver additional documents results directly from generally applicable regulations.
- 7.11 The Buyer is not entitled to set-off mutual receivables against SAWEX, unless the receivables have been legally adjudicated.
- 7.12 In the event of returning the Goods or accepting a complaint reported by the Buyer, the Seller shall immediately issue a correction of the invoice and send it to the Buyer at the e-mail address provided by the Buyer. The Buyer shall be obliged to confirm receipt of the corrective invoice

each time and confirm the terms of execution of the transaction following arrangements made by the Parties.

8. RESPONSIBILITY

- 8.1 The time of passing the liability and the risk of damage, destruction, or loss of Goods from the Seller to the Buyer shall be determined by the Incoterms rule adopted by the Parties.
- 8.2 Seller is not liable for delays in delivery resulting from causes beyond the control of SAWEX or a carrier acting for/on behalf of SAWEX (e.g., force majeure).
- 8.3 SAWEX is liable to the Buyer only for actual damages (excluding lost profits and damages).
- 8.4 The Seller shall not be liable for any defects of Goods that occurred during transport (when the Buyer collected the Goods in person or through a carrier acting on his behalf) and as a result of improper storage or use of the Goods by the Buyer.

9. CROSS-BORDER TRANSACTIONS CARRIED OUT FROM POLAND

- 9.1 In situation when the Goods are moved from the territory of Poland to the territory of:
 - a) another Member State of the European Union, or
 - b) countries outside the European Union
 - as a result of delivery, the Parties generally acknowledge that they are involved in the Seller's Intra-Community supply of Goods or export of Goods, respectively, and are aware of the obligations arising from such transactions.
- 9.2 Details concerning the Parties' obligations arising from the EU and Polish laws in connection with the performance of the transactions referred to in clause 9.1 above shall be the subject of separate arrangements between the Parties.

10. COMPLAINTS

- 10.1 If the Buyer finds any irregularities in the Goods, the Buyer has the right to complain the principles specified in these GTS.
- 10.2 The Buyer shall be obliged to verify the quantity of Goods and any possible quality defects of the Goods at the time of unloading.
- 10.3 If any discrepancy in the quality or quantity of the Goods is found during unloading, the Buyer is obliged to immediately inform the Seller about it. Information about a noticed lack of Goods or their damage should be recorded on the transport document pursuant to section 6.8 GTS.
- 10.4 Unless otherwise agreed by the Parties:
 - a) in case of any irregularities other than those specified in point 10.3 of GTS or after the receipt of Goods - complaints should be reported within 7 calendar days from the date of delivery of Goods;
 - b) The Buyer shall report complaints regarding the quality of Goods to the Seller immediately, however no later than within 7 calendar days from the date of delivery of Goods;
 - c) in case of latent defects in the Goods - a claim must be filed immediately after discovery of the defect, but not later than within 1 year from the date of manufacture of the Goods.
 Failure by the Buyer to meet any of the above deadlines results in expiry of the Buyer's rights to make a complaint.
- 10.5 The Buyer reports a complaint to the Seller in an electronic form (e-mail), subject to the provisions of sections 6.8 and 10.3 of GTS - unless otherwise agreed by the Parties.
- 10.6 A complaint should include at least: information about the reasons for the complaint (description of the defect of the Goods), quantity of the advertised Goods and number of the invoice or other document, based on which the delivery of the Goods took place. The Buyer should attach to the complaint documents confirming the condition of the advertised Goods (photographs).
- 10.7 The Seller shall consider a complaint within 14 calendar days from the date of submission of complaint and necessary documentation by the Buyer unless the Parties have agreed otherwise. In complicated cases the Seller may extend the time limit for complaint handling and request from the Buyer to provide additional information and documents relating to the Goods claimed.
- 10.8 Until the complaint is considered by the Seller, the Buyer is obliged to ensure proper conditions for the storage of Goods subject to a complaint, preventing its possible damage or shortages.
- 10.9 Unless otherwise agreed by the Parties - in the case of acknowledging a complaint, the Seller shall inform the Buyer thereof in electronic form (e-mail). The method of settling the complaint shall be determined by the Parties each time.
- 10.10 The Buyer shall be obliged to return defective Goods to the Seller at a time and place agreed upon by the Parties, however not later than within 7 calendar days from the date of informing him about accepting the complaint by the Seller, unless the Parties have agreed otherwise.

11. PROTECTION OF PERSONAL DATA

- 11.1 Acceptance of the GTS by the Buyer (authorized persons involved in the execution of orders, including but not limited to: persons authorized to contact SAWEX, placing orders or receiving deliveries) is tantamount to consent to the processing of personal data by the administrator for the purpose of order execution.
- 11.2 The administrator and recipient of the Customer's data (authorized persons) is SAWEX S.A. with its registered office in Warsaw, ul. Wiertnicza 70, 02-952 Warsaw.
- 11.3 The data obtained will be processed for the purpose of order processing, order control, monitoring and reporting, as well as for the purpose of the Administrator's legitimate interests, including tax settlements, bookkeeping and debt enforcement.
- 11.4 Provision of data is voluntary, and their absence or incompleteness will result in the impossibility of carrying out the order.
- 11.5 Personal data will be stored for the period necessary for data processing, i.e., the period of order execution, the legally required period for storing tax and accounting documentation, and after that time for the period required by law or for securing possible claims.
- 11.6 The person who provided the data has the right to access its content and receive a copy of it, correct (amend) its data, demand its deletion, limitation or objection to its processing, data portability, lodge a complaint to the supervisory authority: President of the Office for Personal Data Protection.
- 11.7 The data provided will not be subject to profiling.

- 11.8 The Administrator shall make every effort to ensure all physical, technical, and organizational measures to protect personal data against destruction, loss, alteration, unauthorized disclosure, use or access, in accordance with all applicable regulations.

12. SUPERIOR FORCE

- 12.1 Neither Party shall be liable to the other Party for any delay in performance or failure to perform any obligation under the order (except failure to make payment) resulting from fire, flood, war, riot, terrorism, civil commotion, lockouts, strikes, labour disputes, failure of Third Party suppliers to perform services, equipment failure or similar events - to the extent that such event is caused in whole or in part, directly or indirectly, by circumstances beyond the Party's reasonable control.
- 12.2 The Party claiming force majeure shall immediately notify the other Party of the occurrence of the force majeure event.

13. CONFIDENTIALITY CLAUSE FOR DATA AND INFORMATION

- 13.1 Unless agreed otherwise, the Parties undertake to keep secret the material economic conditions of the performance of the order and other confidential information, unless the disclosure of such information is required by law or at the request of competent authorities. Each Party shall have the right to make information available to its subcontractors, representatives or other persons and entities for the purpose of the performance of the order, with the prior consent of the other Party.
- 13.2 Confidential information means any information concerning the other Party, in particular:
 - a) all information covered by business secrecy within the meaning of the law.
 - b) technical or commercially sensitive information and documents of the Parties relating to, inter alia, products and their prices, financial position, or operations of a Party.
 - c) information concerning the course of contract negotiations, provisions of other agreements concluded between the Parties and information obtained therefrom - communicated in connection with the execution of the order in written or electronic form.
- 13.3 Confidential information referred to in point 13.2 above, with the exceptions specified in point 13.1 of the GTS - may not be transferred to Third Parties, published, or disclosed in any other way during the term of the order and for 3 years after its expiration or termination, unless the Parties decided otherwise.
- 13.4 Confidential information shall not include any data, information, materials, or documents which:
 - a) were, on (or after) the date of the order, generally known or have been publicly disclosed;
 - b) were obtained by the Party from independent sources;
 - c) may be lawfully obtained by a Party from a Third Party.

14. FINAL PROVISIONS

- 14.1 The General Conditions of Sale shall be governed by and construed and enforced for the performance of orders in accordance with the laws of Poland. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.
- 14.2 The Parties shall strive to amicably resolve any disputes or claims arising between the Parties in connection with the content or performance of the order covered by GTS. If no amicable settlement is reached, the dispute shall be settled by a common court having material competence for the registered office of the Seller.
- 14.3 In case of introduction of separate arrangements by the Parties or as a result of legal changes introduced or stating by a competent court or authority that any of the provisions of GTS are invalid in part or in whole - the remaining provisions of GTS do not lose their validity.
- 14.4 The Seller shall be entitled to unilaterally repeal or amend the GTS if it is justified by changes in applicable laws or official guidelines or instructions. In the event of such changes, SAWEX shall immediately inform the Buyer thereof in writing or electronically (by e-mail) - with the option "*Request confirmation of delivery*" - to the e-mail address indicated by the Buyer. GTS in the new wording shall be binding for both Parties for orders concluded after informing the Buyer about the change of GTS content unless the Buyer within 10 working days expresses its objection to changes.