

GTC

General Terms and Conditions

1. Mandatory conditions

These conditions of sale and delivery (hereinafter: GTC) remain exclusively applicable to all sales or delivery contracts concluded by EURO CERAS Sp. z o. o. based in Kędzierzyn Koźle (hereinafter: EURO CERAS or the Company). Different conditions, including those proposed by the buyer, become legally binding only if EURO CERAS has given its written consent to accept these conditions. It is assumed that at the latest at the time of receipt of the goods, the Buyer accepts these GTC as part of the concluded contract - this rule also applies when the Buyer has placed or confirmed the order in accordance with the General Terms and Conditions of Sale and Delivery he has developed, to which EURO CERAS has not objected. Silent acceptance by EURO CERAS of different trading conditions is excluded.

2. Offer

EURO CERAS offers are not binding - this means that the Buyer's acceptance of the EURO CERAS offer does not automatically result in the conclusion of the contract. The purchase and sale contract are only concluded as a result of a written order confirmation by EURO CERAS. All additional arrangements as well as changes or additions to the contract shall apply only if confirmed in writing by EURO CERAS.

3. Payment and price

Unless otherwise stated, the payment deadline is 30 days from the date of invoice. Detailed payment terms, including the form of payment, always result from the invoice. EURO CERAS allows the possibility of accepting a promissory note to cover amounts due under a contract, but only after prior determination of such form and may make the acceptance of the promissory note subject to additional requirements (including content and promissory note clauses).

Unless otherwise agreed in writing, the price valid on the day of delivery is considered agreed. EURO CERAS retains the right to charge the Buyer additional transport costs, shipping costs, insurance premiums, etc., which will arise after the date of conclusion of the contract, as well as all new duties, fees, taxes whose existence or amount were not known at the date of conclusion of the contract, and necessity payment of which affects the cost of the contract by EURO CERAS. In this case, EURO CERAS is entitled to add these costs to the costs of the contract. The parties limit the possibility of offsetting counterclaims only to claims credited or

resulting from a final court decision. In all other cases, the deduction option is disabled.

4. Delivery

All delivery dates quoted should be understood as approximate and require confirmation. Delivery takes place within the time range agreed by the Parties, at EURO CERAS's discretion. EURO CERAS reserves the right to make partial deliveries. In the case of deliveries carried out "on call", the parties agree that if the Buyer cancels the delivery of the goods later than the 8th day before the planned delivery date, EURO CERAS may, at its discretion, either invoice the goods and send it to the Buyer without a call or withdraw from the contract.

For contracts that cover a longer period, each delivery is considered a separate transaction that does not affect the unrealized part of the contract. If the Customer fails to make the payment on time, EURO CERAS is entitled to refrain from carrying out subsequent deliveries to that Customer. In this case, as well as in the event that the Customer has refused to collect the delivery or has not actually received the ordered goods, EURO CERAS is entitled to charge the Customer the equivalent of the costs incurred for the storage and transport of the undelivered goods.

5. Shipping:

Unless expressly agreed otherwise, the goods will be sent at the buyer's expense and risk. The risk passes to the Buyer as soon as the goods are handed over to the transporter or buyers, or as soon as we start the transport ourselves. If the carriers (forwarders, railways or other transport companies) or persons on behalf of the Buyer have received the goods without reservation, any subsequent complaints caused by external conditions (packaging, leakage, etc.) are excluded.

6. Warranty and other liability

a) Quality

The Buyer - before making a purchase - is obliged to check whether the ordered goods are suitable for the purpose in which they are intended. Non-compliance of the goods with the customer's expectations is not a defect in terms of its quality.

b) Shortcomings

Any defects in the goods, especially in the field of quantity shortages, should be reported immediately, but not later than on the 5th business day after receipt of the goods. Failure to report the defects by the deadline indicated above is tantamount to confirmation of the completeness, quality and compliance of the order.

In order to report a defect, the Buyer sends an e-mail to EURO CERAS with information about the disclosure of the defect or shortage. For the purpose of making a complaint, EURO CERAS provides the Customer with a complaint form, which the Buyer is obliged to complete and send to EURO CERAS by e-mail. Sending a completed complaint form to EURO CERAS is considered to be the moment of submitting the complaint. When considering a complaint, EURO CERAS - if the complaint is recognized as legitimate - may, at its sole discretion, collect the goods and return the purchase price paid to the Buyer or provide the Buyer, in place of the defective goods, with non-defective replacement goods. The warranty on substitute goods is granted only to the extent that it applies to the originally delivered goods. Due to characteristics of the products, which are subject of the sales transaction, the parties agree as follows: If the Buyer processes or resells the goods ordered from EURO CERAS to a third party, it will be considered under all circumstances, as unconditional acceptance of receipt of the goods.

c) Delays in delivery

All contracts are subject to correct and timely implementation. Any liability from EURO CERAS for damages caused by delay, regardless of its type, is excluded.

d) Technical consultancy

Our oral and written advice is non-binding - also with respect to any third-party industrial property rights - and does not release the Buyer from the obligation to carry out its own testing of products for their suitability for intended processes and purposes. Any liability on the part of EURO CERAS for consultations given is excluded - regardless of their nature.

e) Other commitments

Any further warranty or liability of EURO CERAS other than those provided for in these GTC, regardless of its type and legal status, including those related to conducting other people's affairs without an order (in the case of performance of the contract beyond the agreed scope), and for tort, is excluded.

Within the limits of applicable law, the Buyer, in the event of breach of contractual obligations by EURO CERAS, retains the right to withdraw from the contract.

7. Retention of title to ownership

- a) By entering into any sales contract pursuant to these GTC, EURO CERAS (the seller) reserves the right to own the goods sold until the full payment price has been paid by the Buyer together with the delivery costs of the goods being the subject of the concluded contract.

Buyer should reckon with the fact that in the event of a delay in payment of the price or additional costs related to the sale of the goods, EURO CERAS as the owner is entitled to demand the release of the goods.

- b) In the event that the Buyer releases the goods subject to retention of title to another entity, including acting as part of normal commercial relations, he is obliged to inform the contractor that he issues the goods subject to the retention of title to EURO CERAS. In addition, the Buyer is obliged, at the request of EURO CERAS, to provide detailed information: to whom, when and under what circumstances the goods sold by EURO CERAS subject to the retention of ownership title were released. Refusal to provide information in the case described above constitutes improper performance of the contract and entitles EURO CERAS to seek compensation on general principles.
- c) To secure EURO CERAS claims for the sale price in the event that the Buyer merges or mixes the goods supplied from EURO CERAS, the Parties agree that by concluding the contract, the Buyer assigns to EURO CERAS assignment of receivables that will be used by the Buyer from third parties for remuneration. The assignment includes the Buyer's claims for remuneration up to the value of the goods delivered, resulting from the invoice documenting the sale of the goods that have been combined or mixed. By concluding a sales contract pursuant to these GTC, EURO CERAS declares that it is taking over the assignment under the conditions described above. The above does not exclude EURO CERAS' right to claim compensation under generally applicable provisions, or to require the Buyer to issue the amount that the Buyer has obtained in connection with the mixing or combination of goods supplied by EURO CERAS.
- d) At the request of EURO CERAS, the Buyer is required to provide all necessary information on the condition of the goods subject to the reservation of ownership and on claims assigned to EURO CERAS, as well as to notify the assignment of its recipients or contractors.
- e) The Buyer is obliged to carefully store the goods covered by the reservation of ownership and to protect it against loss and damage at its own expense.

8. Packaging obligations

The parties agree that the Buyer - as the importer of goods - is the entity placing products on the market. This means that the Buyer becomes the entity solely responsible for the implementation of the obligations related to packaging and is obliged in particular to make settlements required by law for packaging (including transport packaging) and to pay fees required by law in the field of packaging management accordingly. The Buyer, in the implementation of contracts concluded on the basis of these GTC, by adopting the status of an entity placing products on the market, releases EURO CERAS from commitments regarding billing of packaging and payment of the required fees,

which according to the law in force in the Buyer's State, the entity placing the products on the market is burdened.

9. Personal data protection - data flow outside the European Union

The parties agree that in the event of the conclusion of an agreement under these GTC, which results in the transfer of personal data whose administrator is EUROCERAS outside the European Union, the following rules apply:

9.1 By concluding an agreement pursuant to these GTC, EUROCERAS, acting as a personal data administrator, entrusts the Buyer pursuant to art. 28 of the General Regulation of the European Parliament EU 2016/679 of 27 April 2016 *on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC* (hereinafter referred to as the 'Regulation') data personal data contained in the documents and all correspondence conducted for the purpose of concluding the contract, its implementation and complete settlement of the order (hereinafter - personal data) for processing in order to implement the concluded contract, and the Buyer accepts this data.

9.2 The Buyer, as an entity processing personal data, undertakes to:

- a) process the personal data entrusted to him in accordance with the Regulation and other provisions of generally applicable law that protect the rights of data subjects.
- b) use security measures that meet the requirements of the Regulation, in particular: with due diligence secure the processed personal data by using appropriate technical and organizational measures ensuring an adequate level of security corresponding to the risk related to the processing of personal data referred to in art. 32 of the Regulation,
- c) ensure confidentiality referred to in art. 28 paragraph 3 point b of the Regulation, data processed by its employees and associates, who are authorized to process personal data for the purpose of implementing this Agreement - both during the period of their employment in the Processing entity or during the duration of the cooperation agreement, and after the expiry of the agreements connecting these employees and collaborators with the Processor;
- d) delete - after completion of the contract - all personal data and any existing copies thereof, unless the law of the European Union or the law of the Member State to which the Buyer is subject will require at that time the storage of such personal data;

9.3 The Buyer is responsible for providing or using personal data contrary to the content of these GTC, and in particular for providing personal data entrusted for processing to unauthorized persons.

9.4 The Buyer undertakes to immediately inform EURO CERAS of any proceedings, in particular administrative or court proceedings, regarding the processing of personal data by the Buyer identified in this document, about any administrative decision or ruling regarding the processing of this data, addressed to the Buyer, as well as about any planned, if it is known to it, or implemented controls and inspections regarding the processing of this personal data in the Processing entity, in particular conducted by inspectors authorized by the competent supervisory authority for Poland.

10. Place of performance and jurisdiction

The place of delivery is the appropriate distribution warehouse. The place of performance is Kędzierzyn-Koźle, Poland. Kędzierzyn-Koźle is the sole place of jurisdiction for all mutual claims - including bills of exchange and checks. If the Buyer is based abroad, we also have the right, at our discretion, to sue the Buyer at his place of business abroad. The contract is subject to Polish law and all provisions of these GTC must be interpreted in accordance with Polish law. The contract is also subject to the provisions of Polish law in the field of commercial transactions concluded with entities from outside Poland.