

## **General Terms and Conditions of Sale**

### **I. General Provisions**

- The Buyer shall mean the entity placing an order for the products and goods offered by the Seller.
- By placing an order, the Buyer shall accept the provisions of the General Terms and Conditions of Sale in their entirety.
- The Seller is Silekol Sp. z o.o. with its registered office in Kędzierzyn-Koźle at ul. Mostowa 30 K, 47-220 Kędzierzyn-Koźle, entered in the Register of Entrepreneurs kept by the District Court in Opole, 8th Commercial Department of the National Court Register under KRS number 0000225788, NIP number 749-19-69-061
- The General Terms and Conditions of Sale shall apply to the sale of products and goods offered by Silekol Sp. z o.o., which are the subject of the sales contract between Silekol Sp. z o.o. and the Buyer. Whenever an order is placed for products and goods offered by Silekol Sp. z o.o. it is assumed that the Buyer has become familiar with all provisions of the General Terms and Conditions of Sale.

### **II. Sales contract and ordering. Form of order placement. Obligation to confirm by the Seller.**

- The sales agreement is concluded when Silekol Sp. z o.o. confirms the order placed by the Buyer. The order must be placed and confirmed in writing. The order may also be placed by e-mail. However, in each case it is necessary to confirm the received order.
- the terms and conditions of sale specified in the offer submitted to the Buyer in writing by Silekol Sp. z o.o. shall be deemed to be binding in a given period.
- the terms and conditions of sale during the period of the offer may be amended. An amendment to the terms and conditions of the offer before its expiry must be made in writing and may be made no later than 7 days before the new or amended offer becomes effective. In the case of an amendment to the terms and conditions of the offer, a new order must be submitted by the Buyer and confirmed by Silekol Sp. z o.o.
- in the case of orders consisting of several separate deliveries, successive calls for individual deliveries may be made under one order. For all deliveries called for under one order, the terms and conditions of sale as per the order confirmation shall apply.
- a call for delivery with a delivery date in a given week should be submitted to Silekol Sp. z o.o. not later than two business days before the end of the week preceding the expected delivery date. Submitting a call for delivery at a later date may result in Silekol Sp. z o.o. refusing to deliver or having to set a different delivery date.

### **III. Fulfilment of orders (an order)**

- deliveries shall be carried out by Silekol Sp. z o.o. according to the terms and conditions consistent with a valid commercial offer which specifies important elements, such as, terms of delivery, place of delivery or receipt of goods, type of transport, type and size of packaging, other delivery parameters.
- the product being delivered shall be in accordance with the order and the Product Data Sheet of the given product made available by Silekol Sp. z o.o.
- the actual quantity to be delivered, which is also the basis for the settlement of sales, shall be determined by Silekol on the basis of measurement of the weight of goods on the industrial scale of Silekol Sp. z o.o. The confirmation of the measured weight of goods shall be a weighing certificate issued by Silekol Sp. z o.o. and handed over to the buyer of goods with delivery.
- the date or receipt of goods shall be consistent with the order confirmed by Silekol Sp. z o.o. or the call submitted by the Buyer. In exceptional cases, it is possible to request a postponement of delivery or receipt of goods for reasons unknown at the time of placing an order by the Buyer or confirmation of an order by Silekol Sp. z o.o. or calling for delivery, e.g. temporary unavailability of the product, communication difficulties during transport, other important reasons.

- together with the goods the Buyer shall receive from Silekol Sp. z o.o. or a carrier carrying out delivery on behalf of Silekol Sp. z o.o. (in the case of franco deliveries) the required delivery documentation. For deliveries made in Poland it is a WW (internal release) document, weighing certificate, quality certificate. For deliveries made outside Poland it is a CMR, weighing certificate, quality certificate. The Buyer shall confirm the receipt of goods by signing the appropriate document received from Silekol Sp. z o.o. together with the delivery, for deliveries in Poland - on a WW (internal release) document and a weighing certificate, for deliveries outside Poland - on a CMR and a weighing certificate.

#### **IV. Warranty and liability**

- the warranty period and conditions for products sold by Silekol Sp. z o.o. shall be specified in the Product Data Sheet for the product.

- if the parameters or properties of the delivered product are found to be inconsistent with the Product Data Sheet for this product, the Buyer shall be obliged to immediately report this fact to Silekol Sp. z o.o., at the latest on the day following the day on which the finding was made. After finding the product to be inconsistent with the Product Data Sheet, processing the inconsistent product without the written consent of Silekol Sp. z o.o. shall release Silekol Sp. z o.o. from liability for damages caused by the use of the product that was found to be inconsistent.

- all complaints submitted to Silekol Sp. z o.o. shall be considered within 14 days from the date of their receipt by Silekol Sp. z o.o. The Seller reserves the right to extend the time for considering complaints in justified cases.

- Silekol Sp. z o.o. reserves the right to refuse a confirmed order without giving any reason if the refusal occurs no later than 14 days before the confirmed delivery date. The right to refuse a confirmed order may also occur in the case of force majeure referred to below.

- The Parties shall not be liable for non-performance or improper performance of the sales contract caused by force majeure. External events which cannot be predicted and prevented, and which are beyond the control of the Party, preventing the proper performance of the sales contract shall be considered as force majeure by the Parties. Force majeure shall be martial law, state of emergency, state of national calamity, natural disasters and catastrophes, fires, explosions, floods, failures not resulting from negligence of the Party, riots, war, general strike, nationalisation or communalisation of company assets.

#### **V. Payment terms**

- in the case of a deferred payment period for the goods sold granted by Silekol Sp. z o.o., in accordance with the offer submitted to the Buyer, the payment period shall commence on the date of sale of the goods.

- the payment for the goods sold shall be made at the moment of crediting the bank account of Silekol Sp. z o.o. The details of the bank account relevant to the payment of the invoice shall be included on the invoice.

- in the case of sale with prepayment, the goods may be delivered to the Buyer or collected by the Buyer only after the bank account of Silekol Sp. z o.o. has been credited with the entire amount indicated in the pro-forma invoice.

- if payment for the goods purchased is made later than specified in the applicable payment terms, Silekol Sp. z o.o. shall have the right to charge penal interest in accordance with the law.

- in the case of any delays in payment for the goods purchased, Silekol Sp. z o.o. reserves the right to withhold delivery of goods.

#### **VI. Governing Law**

- any sale shall be governed by Polish law, i.e. the law of the Seller's registered office.

**VII. Jurisdiction**

- any disputes arising out of this Agreement shall be settled amicably. This shall not imply, however, that the Parties sign a written arbitration agreement.
- in the event of any cases arising under the sales contract, the court competent to examine the cases shall be the court having jurisdiction over the Seller's registered office.