

**General Terms and Conditions of Sale of  
CORTEX CHEMICALS Spółka z ograniczoną odpowiedzialnością  
(limited liability company) with its registered office in Tarnów**

**Article 1**

**General provisions**

1. These general terms and conditions of sale (hereinafter: “**General Terms and Conditions of Sale**” or “**GTCS**”) of CORTEX CHEMICALS Spółka z ograniczoną odpowiedzialnością (limited liability company) with its registered office in Tarnów, hereinafter referred to as the “**Seller**”, apply to agreements for the sale of goods concluded by the Seller, including agreements concluded in the manner described in Article 2.2) hereof (the “**Agreement**”) with any natural or legal person, domestic or foreign, or with organisational unit, hereinafter referred to as the “**Buyer**”. Any references made hereinafter to sale shall also apply to delivery. “**Goods**” shall mean the object of sale or goods listed in the current offer of the Seller, irrespective of the fact whether the Seller is the manufacturer, reseller or agent, as well as services connected with the implementation of the Agreement (e.g. transportation, assembly, etc.).
2. These General Terms and Conditions of Sale shall apply unless the Parties to the Agreement expressly exclude such applicability of all or individual provisions hereof. Such exclusion shall require written form otherwise being null and void.
3. Any printing errors, errors of transcription or calculation, or other obvious errors that may appear in the Agreement, shall not result in any negative legal effects for the Seller.
4. In the event of collision between these GTCS and the Buyer’s standard agreements, the provisions of colliding standard agreements that collide with each other shall not be binding, however, otherwise, these GTCS shall apply with the exclusion of the Buyer’s standard agreements. In the event of contradiction between individual provisions hereof and the provisions of the Agreement, the provisions of the Agreement shall prevail.
5. Current price lists and information about the Goods are published on the Seller’s website [www.cortexchemicals.com](http://www.cortexchemicals.com) or sent to the Buyer, at its request, by email, fax or post.

**Article 2**

**Conditions for the conclusion of the Agreement**

1. The Seller and the Buyer may conclude the Agreement in any manner, including by means of placing an order by the Buyer, directly in writing or by fax, email or phone, and confirming the order by the Seller.

The Seller shall confirm the order directly in writing, by fax or email. The Seller's beginning of order fulfilment shall be also considered as order confirmation.

2. In the event of placing the order by the Buyer by phone or if the order lacks crucial elements (especially such as: full name of the goods, price, quantity, date of delivery, place of delivery, name of the Buyer or other elements that render the order imprecise), the Seller, subject to Article 3. 6, shall send order confirmation, directly in writing, by fax or email, containing all crucial elements of the Agreement ("Order Confirmation") and the Buyer shall accept it till the end of the next business day as of the receipt thereof. Lack of response shall mean that the conditions included in the Order Confirmation are binding.
3. Within the scope hereof, the provisions of Article 68<sup>1</sup> and 68<sup>2</sup> of the Polish Civil Code shall not apply.
4. The Buyer warrants and represents that the person placing the order or accepting Order Confirmation shall have the right to represent the Buyer. Otherwise, only the Buyer shall incur negative consequences resulting therefrom.
5. The Seller warrants and represents that the person sending Order Confirmation shall be authorised to act on behalf of the Seller, otherwise, the Seller shall incur negative consequences resulting therefrom.
6. The sale of Goods shall be effected at prices agreed in the Agreement. In the event of failure to provide the price of the Goods, the sale shall be effected at current prices included in the Seller's price list. The Seller shall not be obliged to indicate the price in the Order Confirmation if the current price list of Goods is available to the Buyer (e.g. it has been previously submitted in written form, by email or is published on the Seller's website).
7. The Buyer shall be obliged to provide the Seller, directly in writing, by fax or email, with all required instructions concerning delivery (e.g. place of delivery, person authorised to receive, etc.) at least 2 business days before the date of sale. The instructions provided by the Buyer shall be binding for the Seller if the Seller confirms them, otherwise, the Seller shall have the right to suspend order fulfilment. All additional costs or expenses incurred by the Seller as a result of failure to provide or improper provision or modification of instructions previously provided by the Buyer, shall be borne by the Buyer.
8. In general, technical description or the name of Goods are used consistently, however, this information cannot constitute the grounds for claims within the scope of conformity of given Goods with expected properties or quality. In the event of doubts with reference to the aforementioned properties of Goods, the Buyer should, prior to placing the order, request the Seller to explain those doubts.

### **Article 3**

#### **Sale**

1. Unless the Parties expressly or impliedly agree otherwise, the date stated in the Seller's shipment documents shall be considered to be the date of sale.
2. If the Seller specifies in the Agreement the country of destination of the Goods, it should be understood that the Buyer shall not have the right to resell the Goods to another country.

3. In the event of the Buyer's failure to comply with the foregoing, the Buyer shall be obliged to pay the Seller a contractual penalty amounting to 20% of the gross value of the Goods sold per every event of non-compliance. The Seller reserves the right to seek additional compensation exceeding the amount of contractual penalty, however, such compensation should cover both real losses incurred by the Seller and profits expected but lost by the Seller.
4. Should the content of the Agreement indicate the application of INCOTERMS, then INCOTERMS 2010 shall specify all obligations and rights of the Parties resulting from the delivery basis agreed in the Agreement, unless the Parties expressly or impliedly exclude the application of all or some of the provisions of INCOTERMS 2010.
5. The Seller shall fulfil the order after receiving full payment for the Goods, unless the Agreement or the Order Confirmation state otherwise. The Buyer shall be obliged to bear all additional costs incurred by the Seller in connection with the Buyer's failure to perform or improper performance of obligations resulting from the Agreement.
6. In working communication between the Parties referring to order fulfilment, terms and conditions of sale and delivery (including modification thereof), statements sent by fax or email shall be considered as equivalent to written form, unless agreed otherwise. However, with reference to statements concerning the validity of the Agreement (withdrawal, termination, etc.), claims or demands regarding contractual penalties, written form and delivery by registered letter shall be required, otherwise being null and void.
7. If the release date is specified in the Agreement or in the order, referred to in Article 2.1, and the Seller is not able to deliver the Goods for reasons it could not foresee or prevent at the time of concluding the Agreement, especially for reasons of force majeure nature, then the Seller shall not be liable for improper performance of the Agreement.
8. Each event that does not depend upon the Parties and remains beyond their control and influence shall be considered as force majeure. For the avoidance of doubts, such events include in particular: (i) military operations, war, civil war, riots, revolutions, acts of piracy or armed robbery or sabotage; (ii) acts of God such as especially severe storms, hurricanes, cyclones, earthquakes, atmospheric discharges, floods; (iii) explosions, fires, building catastrophes caused by failures of machinery, plants or manufacturing installations of the Seller's suppliers as well as other accidents or events concerning those installations or installations within the premises of the plant or manufacturing plant of the Seller's suppliers or their infrastructure, not excluding transmission devices, warehousing or reloading devices; (iv) boycotts, strikes, lockouts, occupation of buildings or installations; (v) authorities' actions (or omissions to act) regardless of the fact whether undertaken in compliance with or contrary to the provisions of law; (vi) any amendments to the existing provisions of domestic as well as international law which may affect order fulfilment.
9. If the Buyer fails to collect the Goods within the time limit specified in the Agreement or in the order referred to in Article 2.1, the Seller shall be entitled to charge the Buyer with contractual penalty amounting to 1% of the value of non-collected Goods, resulting from the VAT invoice and issued by the Seller, for every day of delay in collecting the Goods, beginning from the 5<sup>th</sup> day after the lapse of the agreed day of collection. The Seller shall not be entitled to any payment from the Buyer for the first four days of delay provided that the Buyer notifies the Seller of the occurrence and the reason for the delay

not later than on the day of scheduled collection of the Goods. Otherwise, the Buyer shall be charged with actually incurred costs of Goods storage after the scheduled day of Goods collection, regardless of the obligation to pay the contractual penalty referred to in the first sentence of this Article.

10. The Seller may annul the order or withdraw from the Agreement even during the performance thereof if, as a result of extraordinary change of relations, the performance of sale would expose the Seller to significant financial loss.

## **Article 4**

### **Packaging**

1. The Goods are supplied in bulk, in non-returnable or returnable packaging (e.g. Euro-pallets, pallet containers). Returnable packaging shall constitute the property of the Seller, unless expressly agreed otherwise.
2. The Buyer, who received the Goods in returnable packaging constituting the property of the Seller, shall be obliged to return them at its own cost or (if agreed otherwise) put empty returnable packaging in non-deteriorated condition, apart from normal wear and tear, at the Seller's disposal, at a time and place indicated on the invoice or VAT invoice referring to the sale of Goods in returnable packaging.
3. In the event of failure to return the returnable packaging within the agreed time limits or in the event of return of damaged or chemically contaminated packaging, the Seller shall be entitled to issue invoice or VAT invoice to the Buyer documenting the sale of packaging, according to the value of packaging indicated on the invoice or VAT invoice corresponding to the market price of the packaging. The Buyer shall be obliged to pay for such packaging and, as a result, shall become the owner thereof.

## **Article 5**

### **Settlement of amounts due**

1. Invoice or VAT invoice shall be the document evidencing the settlement of amounts due between the Parties.
2. Unless the Agreement states otherwise, all invoices or VAT invoices of the Seller should be paid in full by the Buyer by wire transfer to the bank account indicated on the invoice or VAT invoice.
3. All claims (amounts due) of the Buyer against the Seller, resulting from any reason, especially claims resulting from the Agreement, shall not be deducted from the amounts due to the Seller as payment of price for the Goods and shall not entitle to delay or refusal to pay for the Goods.
4. In the event of settlements of amounts due with foreign entities, the Seller shall cover only the banking costs that arose within the territory of its own country.
5. The payment date specified in the Agreement shall be reserved for the benefit of the Seller, meaning, that it shall be met if, prior to the lapse thereof, the amount due to the Seller as payment of price for the Goods is credited to the Seller's account.

6. Untimely payment, regardless of the right to charge interest, may constitute grounds for the Seller to withhold further deliveries for so long as the Buyer is in arrears. In the event of delay in payment, the Seller may additionally demand compensation for the loss suffered as a result thereof.
7. The Seller may, at its own discretion, grant the Buyer a credit limit, up to which, the Buyer may purchase Goods with deferred payment date. At the Buyer's request, the Seller shall inform the Buyer of the current balance of its credit limit. The Seller may condition granting the aforementioned limit to the Buyer upon the fulfilment of specified requirements, especially upon the establishment of specified collateral.
8. In the event of exceeding or annulment of the credit limit referred to in Article 5.7, the Seller shall have the right to: i) withhold further deliveries, ii) refuse to deliver the Goods, iii) fulfil the order only in part if the fulfilment of the order in full would result in exceeding the agreed credit limit, iv) terminate the Agreement with the effect as of the day of submitting a written notice to the Buyer. The Seller shall be entitled to exercise the aforementioned rights also when the Buyer is in arrears with the payment for the Goods for more than 7 days. The Seller may exercise the aforementioned rights and additionally request immediate repayment of the limit already used, regardless of its due date, when there are justified concerns with reference to the Buyer's financial standing (e.g. a petition for the Buyer's bankruptcy was filed, liquidation proceedings were instituted, the Buyer is listed in the register of unreliable debtors, the Buyer is in arrears for more than 30 days towards the Seller).
9. The average exchange rate of the transaction currency published by the National Bank of Poland on the day preceding the invoice date or the VAT invoice date shall apply to settlements of accounts due in foreign currencies and effected effectively in PLN.
10. The Buyer hereby agrees to the transfer of all amounts due to the Seller and owed by the Buyer.

## Article 6

### Warranty for defects, complaints

1. The Seller undertakes that the quality of the Goods shall be compliant with the quality parameters specified in the specification indicated in the Agreement and applicable to given Goods. The Seller shall submit certificates of analysis for each lot of the Goods. Each sale/delivery shall be accompanied by a quality certificate specifying the quality parameters of the given lot of the Goods.
2. The Buyer undertakes to test the Goods in a manner accepted for the given assortment, immediately after the sale of the Goods, prior to the use or resale of the Goods, however, not later than within 10 days following the Goods release date. In the event of finding quality or quantity defects, the Buyer undertakes, immediately after finding them, however, not later than within 14 days following the Goods release date, to file a written complaint to the Seller. The Buyer's loss of rights resulting from warranty for defects shall occur if the Buyer fails to test the Goods and to file a complaint within dates and according to the provisions stated hereinabove. The complaint should be accompanied by documents confirming the legitimacy thereof, including inter alia the original invoice/VAT invoice. Apart from the invoice or VAT invoice, the Seller shall not issue a separate document allowing for the exercise of the warranty for defects. In the event of quantity complaint, the Buyer shall be obliged to provide the Seller with delivery receipt report signed by the carrier.

3. Subject to Article 6.5 hereinbelow, in the event of complaint filed by the Buyer, the Seller shall be obliged to consider the complaint within 14 business days.
4. The Goods subject to complaint should be properly secured and left, if possible, in the packaging they were transported in. The above shall constitute the condition for accepting the complaint.
5. The Seller reserves the right to test, within the Buyer's premises, the lot of Goods subject to complaint before unloading (the shipment remains intact). The condition for considering the complaint in the event of delegating the Seller's employees shall be ensuring the necessary conditions by the Buyer for the inspection of the lot of Goods subject to complaint including inter alia: full access to the lot of Goods subject to complaint, full access to documents and information necessary concerning this matter, possibility of taking samples, etc.
6. The complaint procedure shall be suspended if the complaint documentation is incomplete. The Seller shall immediately inform the Buyer about the fact of suspending the complaint procedure and the reasons for such suspension. The Buyer shall be obliged to complete the complaint documentation not later than within 5 business days as of the day of receiving a relevant notification.
7. Should the Buyer fail to complete the complaint documentation within the time limit referred to in Article 6.5 above, the complaint shall not be accepted.
8. Filing a complaint shall not release the Buyer from the obligation to pay for the Goods in full. In the event of accepting the complaint and decreasing the price of Goods as a result of the defect, the relevant part of the price paid by the Buyer shall be reimbursed to the Buyer on the basis of applicable adjustment invoice, immediately after sending back the signed adjustment invoice to the Seller.
9. If a quality complaint filed by the Buyer is not accepted by the Seller, the results of the Goods analysis conducted by a neutral and independent laboratory (selected with the approval of both Parties) shall be binding and final for the Parties. In the event of accepting the complaint, the Seller may be obliged to: (i) instead of the defective Goods, deliver the same quantity of Goods free of defects; or (ii) decrease the price of Goods as a result of the defect, however, the decrease of price should occur in the same proportion as the value of Goods free of defects remains to their value calculated while taking into account the existing defects.
10. Claims and procedures described hereinabove shall exhaust the full liability of the Seller for the sale/delivery of Goods and especially they exclude application of the provisions of the Polish Civil Code within the scope of warranty for defects as well as provisions on contractual liability for actions or omissions to act without intentional fault.

## **Article 7**

### **Rights to intangible property**

1. The sale of Goods shall not result, to any extent, in the transfer of exclusive rights connected with the Goods or the Goods documentation. To the extent within which, for a given item of Goods, the right is

not exhausted and the exercise of exclusive rights is necessary for the use of Goods purchased by the Buyer, it shall be deemed that the Seller granted the Buyer an implied licence without the sublicense right, covering the exercise of rights to intangible property to the smallest possible extent that allows for the normal use of Goods according to their social and economic application.

2. If Goods are delivered in the Seller's packaging with the Goods proper name, in particular with reserved trade mark (trade marks) or trade mark (trade marks) applied for, the Buyer shall not have the right to repack and resell the Goods under any other marks, or remove, change or reproduce the marks placed on the packaging or use those marks for the purposes of its own business activity, unless the Agreement expressly states otherwise.
3. If the purchased Goods, the manner of manufacturing, processing, securing or any other use of the Goods constitute the Seller's business secret, the Seller shall notify the Buyer of this fact prior to the fulfilment of order. Such notification may be in writing, by fax or email. Other confidential information, especially technical, technological, commercial (including referring to the prices used, rebates and discounts) as well referring to the clientele and the Seller's sources of supply, which can be learned by the Buyer during the implementation of the Agreement, shall also constitute the Seller's business secrets. The Buyer shall be obliged to keep the aforementioned information secret. The Buyer shall not be authorised to give, disseminate or use the aforementioned confidential information for personal purposes. Otherwise, the Buyer shall be liable for all losses resulting therefrom.
4. If the manner of manufacturing the Goods, their composition or application, constitute the Seller's business secret (know-how) or the Seller's invention not patented yet but applied for, the Buyer shall have no right to perform decompilation, disassembly or any other retroactive analysis of the Goods in order to gain confidential information about the composition, application or the manner of manufacturing the Goods.
5. About any claims, demands or grievances submitted to the Buyer in any form by third parties in connection with the alleged infringement of rights to third parties' intangible property by means of purchase, use, processing, sale or other forms of commercial use of the Goods - the Buyer shall be obliged to immediately inform the Seller and enable the Seller to undertake appropriate legal actions on the pain of losing all claims, including recourse claims, against the Seller resulting therefrom.

## **Article 8**

### **Applicable law and solution of disputes**

All matters not regulated in the Sale Agreement and these General Terms and Conditions of Sale shall be governed by the laws of Poland, especially by the provisions of the Polish Civil Code. All eventual disputes that may arise in connection with the performance of the Agreements shall be subject to the jurisdiction of Polish courts and shall be solved by a common court of law having jurisdiction over the Seller's registered office.

## Article 9

### Final provisions

1. Unless the Sale Agreement states otherwise, each of the Parties may terminate the Agreement with one month prior notice effective at the end of a calendar month.
2. Buyer shall not have the right to transfer its rights or contractual obligations to third parties without written approval of the Seller.
3. The provisions of the Agreement shall become automatically binding for legal successors of the Parties.
4. After the conclusion of the Agreement under conditions stipulated in Article 2, all previous negotiations and correspondence between the parties shall become null and void.
5. If one or more provisions of the Agreement or the General Conditions of Sale become invalid, ineffective or unenforceable to any extent and for any reason, the remaining provisions of the GTCS or the Agreement shall remain unaffected.
6. In the event of any doubts with regard to the content, meaning or legal effects of the GTCS, the Buyer may request the Seller by telefax, email or post for explanation and the Seller shall be obliged to provide such explanation.
7. These GTCS are submitted directly while concluding the Agreement in the form of a file or internet address where the GTCS are available for reading and downloading in .PDF format.
8. Amendments to the GTCS are effected by means of promulgation of the new wording of the GTCS on the Seller's website. With regard to Buyers remaining in permanent relationship with the Seller, the Seller shall inform the Buyer about the new content of the GTCS directly in writing, by means of fax or email.
9. Unless the Parties agree otherwise in the Agreement, the Agreement shall be drawn up in Polish and only Polish language shall apply to its interpretation and the copies of the sale agreement drawn up in foreign languages serve only as translation. The legal relationship resulting from the Agreement is subject to the jurisdiction of Polish courts.
10. These GTCS enter into force on 27 March 2013.