

## GENERAL TERMS AND CONDITIONS OF SALE

### PCC Group companies

01/11/2024

#### I. GENERAL PROVISIONS

- 1.1 The General Terms and Conditions of Sale, apply to the sale and supply of goods by each of the companies of the PCC Group (each hereinafter referred to as the "Seller") on behalf of the customer (hereinafter referred to as "**Purchaser**") and the provision of related services. Whenever these General Terms and Conditions of Sale, hereinafter referred to as the GTCS, refer to a contract, sale, contract of sale, it is to be construed as a delivery, contract of delivery, and whenever the Seller and the Buyer are referred to, it is also to be construed as the Supplier and the Recipient.
- 1.2 The GTCS are available on the PCC Group Product Website at: [https://www.products.pcc.eu/en\\_ows.pdf](https://www.products.pcc.eu/en_ows.pdf)
- 1.3 The GTCS exclude the application of any general terms and conditions of purchase or other contractual templates used by the Purchaser to contracts executed by and between the Seller and the Purchaser. The unreserved delivery, provision of services or sale of goods does not imply any acknowledgement on the part of the Seller to the contrary, in particular if, having entered into the contract, the Buyer uses its own order forms referring to its own general terms and conditions of purchase or other contractual templates. The placing of an order by the Buyer is equivalent to the acceptance of the provisions contained in the GTCS and exclusion of other contractual templates, to which the Buyer consents.
- 1.4 Any offers from the Seller constitute a non-binding invitation to the Buyer to make an offer. Any offers (Orders) from the Buyer are not binding on the Seller until they have been expressly confirmed by the Seller, in writing or in document form (e-mail sent from the Seller's server or postal domain).
- 1.5 The Seller represents that it has the status of a large entrepreneur within the meaning of the Polish Act of 8 March 2013 on the prevention of excessive delays in commercial transactions.
- 1.6 The Seller's offer may only be accepted without any reservations. If the Buyer, in reply to the Seller's offer, presents its objections to the offer, this is to be deemed and considered to be an order that requires acceptance pursuant to Clause 1.4. Paragraph 1.3. apply accordingly.

#### II. DELIVERY/DISPATCH

- 2.1 The INCOTERMS rules established herein always refer to the latest version of the INCOTERMS, unless otherwise stated in the order confirmation.
- 2.2 Irrespective of the INCOTERMS rule adopted, the ownership of the goods always passes to the Buyer when the goods are handed over to the Buyer or the carrier.
- 2.3 Upon receiving the goods, the Buyer is obliged to check the conformity of the delivery with the documentation received, inspect the goods and accept them by signing, stamping and writing the date of receipt on the relevant waybill, whose copy the Buyer returns to the Seller having received the goods.
- 2.4 The Seller is entitled to deliver the goods in parts and to invoice them individually. A delay in the delivery of the goods does not release the Buyer of its obligation to accept the delivery and pay for it. The delivery of a smaller quantity of goods than that agreed by and between the Parties does not

entitle the Buyer to refuse to accept the goods; in that case, the Buyer is obliged to pay a sufficient part of the remuneration for the quantity delivered. The delivery of a defective lot of goods does not entitle the Buyer to withdraw from the contract as regards future deliveries.

- 2.5 The Seller is not obliged to insure the deliveries or the proper performance of its obligations hereunder. The Seller will not be obliged to bear or compensate for any insurance costs sustained by the Buyer.

### **III. SETTLEMENTS**

- 3.1. Unless otherwise stated herein, all the Seller's invoices are to be paid by the Buyer by bank transfer to the Seller's account, in their full amount and without deduction of costs related to effecting the bank transfer. The payment deadline is deemed to have been met if the Seller's bank account is credited with the amount due before the deadline expires.
- 3.2. Failure to pay the amount on time will result in statutory interest for delay in commercial transactions being accrued for each day of delay. In the event of a delay in payment, the Seller may furthermore demand compensation for the damage suffered and immediate retention of delivery of the goods.
- 3.3. The Buyer's claims may not constitute grounds for the Buyer to withhold the payment on behalf of the Seller. The deduction by the Buyer of its receivables from the Seller's receivables is excluded.
- 3.4. Whenever the Seller's offer includes the option to pay for the goods with a deferred payment date, such a deferred payment date is only to be granted within the framework of a trade credit expressly and previously granted by the Seller (a limit up to the exhaustion of which no prepayment is required for subsequent deliveries, the "Credit Limit"). The Credit Limit is a revolving line up to which the Buyer is entitled to deferred payment for the delivered goods. The Credit Limit will be granted in an amount to be determined by a third-party provider of commercial transaction insurance for the Seller (the "Insurer"). The Insurer's details are subject to change. The sale of goods up to the amount of the Credit Limit granted by the Insurer is subject to an agreed deferred payment date. In the event that the sum of due but unmatured liabilities is equal to or greater than the Credit Limit, any sale in excess of the Credit Limit is only possible against prepayment – unless the Seller makes a decision to the contrary at its discretion. Each time the Buyer makes the payment for the goods, the corresponding value of the Credit Limit is released. In case the Credit Limit is lost or reduced, the Buyer's right to benefit from deferred payment is subject to loss or reduction, respectively.
- 3.5. All prices are net prices and must be increased by applicable tax (including VAT), customs duties, etc. If this is not explicitly stated in the offer, the price is ExW and does not include the cost of transport. If not otherwise stipulated herein, the gross amount due to the Seller (including any value added tax) should be paid in full by the Buyer, without deduction (withholding) of any taxes (e.g. withholding tax) or other public charges of a similar nature. Insofar as generally applicable law obliges the Buyer, as the payer, to pay such taxes or charges, the Buyer should bear them at its own expense (*gross-up clause*).
- 3.6. Without the prior consent of the Seller, access to the Seller's premises or facilities is excluded, including for audit or inspection purposes. The Seller is not obliged to grant access to the Buyer or its representatives if the date and scope of the audit have not been agreed in advance.

### **IV. COMPLAINTS, LIABILITY FOR THE NON-PERFORMANCE OR IMPROPER PERFORMANCE OF THE CONTRACT**

- 4.1. The Seller's liability for warranty under the Polish Civil Code is excluded. The Seller is to only ensure that the goods comply with the Seller's quality specifications.
- 4.2. The Seller's liability for the quality of the goods is excluded if the Buyer was aware of the defect in the goods at the time of delivery. The Seller's liability for such damage as may be caused by the goods is excluded in its entirety if the goods have been mixed with another product, used in the production of another product or stored in a manner affecting the properties of the goods. In particular, the Seller is not liable for such damage or costs as may be related to the disposal or removal of the Buyer's products from the relevant market, including claims of third parties against the Buyer's products.
- 4.3. The Seller is liable for the quality of the delivered goods assessed at the time of loading at the Seller's

premises, only as regards compliance with the technical specifications of the product. The goods or samples supplied do not give rise to any express or implied liability on the part of the Seller for their applicability under certain conditions or for a particular purpose.

- 4.4. While receiving the goods, the Buyer is obliged to measure the weight of the goods in the original packaging on a scale with a valid certificate of legalisation, or a quantity complaint will not be recognised otherwise. A quantity difference not exceeding 1% of the weight of the delivered goods does not constitute grounds for claims by the Buyer.
- 4.5. The Buyer is obliged to report any quantity or logistics complaints to the Seller in writing or by e-mail immediately, but no later than within (seven) 7 days of receipt of the goods, or the complaint will remain unprocessed otherwise and the Buyer will lose any claims on this account. The Buyer is obliged to examine the goods for compliance with the technical specifications of the goods, especially as regards the composition and properties. Complaints related to quality defects in the goods are possible within ninety (90) days of delivery, otherwise the complaint will not be accepted. In any event, the Buyer may not raise a claim under a quantity complaint if the goods sold by the Seller have been used as an ingredient in the production of another good or product.
- 4.6. In order to initiate the complaint procedure, it is requisite that the Buyer describe the complaint in detail and provide the Seller with:
  - a) in the case of a quality complaint, the reliable test results of the quality of the goods at the time of delivery to the Buyer;
  - b) in the case of quantitative and logistical complaints: written information including: a description of the issue at hand, the condition of the seals/packaging, the signature of the purchaser, the signature of the vehicle driver or a statement by the purchaser that the driver has refused to sign. A sample template of such information – the damage report – is available at: <https://files.pcc.pl/ShippingDamageReport>.
- 4.7. The Seller will consider the complaint within thirty (30) days after having received the complete documents. The above does not apply if, in order for the Seller to take a position on a complaint, it is necessary to obtain additional information and/or an opinion from the Buyer and/or an opinion/expert's opinion from entities independent of the Parties. In this case, the Seller will notify the Buyer. Failure to deal with a complaint within the time limit does not constitute recognition of the complaint.
- 4.8. If a complaint is accepted, it is up to the Seller to choose how to handle it. The acceptance of the complaint can only result in a price reduction or a supplementary delivery or the replacement of the goods with defect-free goods. In particular, the Buyer may not make further claims on this account, that is to say demand compensation for the damage it has sustained due to the lack of those properties in the goods which the Seller assured the goods would have.
- 4.9. In the event of additional costs related to the performance hereof, transport, arising for reasons attributable to the Buyer, the Seller will be entitled to claim these costs from the Buyer.
- 4.10. The Seller is not liable for the non-performance or undue performance hereof in the event of any circumstances or events beyond the Seller's control, including but not limited to failures, war (whether or not officially declared), revolution, riots, public disorder, act of terrorism, sabotage, storms or any other event. war (whether or not officially declared), revolution, riot, public disorder, act of terrorism, sabotage, earthquake, natural disasters, hurricane, storms or other adverse weather conditions, pandemics, epidemics and related restrictions, acts of state or international authority, disruptions in the supply of the Seller's raw materials or the sale of the Seller's related products. If the duration of these circumstances exceeds two (2) months, the Seller has the right to withdraw from the contract.
- 4.11. The Seller's total liability on behalf the Buyer on any account is limited solely to the value of the lot to which the claim relates. The Seller is not liable for any lost profits, indirect damage, loss of profits of the Buyer or losses incurred by third parties. Under no circumstances will the Seller be responsible for incurring court, administrative or legal costs. In the event that the exclusion of the Seller's liability under warranty or the limitation of the scope of its liability for damages proves ineffective or is extended in any respect whatsoever in relation to those agreed here, the maximum value of the

Buyer's claims for damages, irrespective of the source, may not exceed the value of the goods delivered within the six (6) months preceding the claim becoming due. Any additional information/instructions on the use of the goods are for information purposes only and do not form part hereof, neither may the Buyer rely on them. The Buyer should conduct its own assessment of the quality and suitability of the goods.

## V. APPLICABLE LAW AND RESOLUTION OF DISPUTES

As regards matters not regulated herein and GTCS, Polish law applies accordingly, with the exclusion of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) and the Convention of 14 June 1974 on the Limitation Period in the International Sale of Goods, irrespective of whether the Buyer has its registered office in a CISG contract partner country. 7.3. Any disputes related to or arising from the contract are to be finally settled on the basis of the Rules of Arbitration of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, in force on the date the proceedings are instigated, by an arbitrator or arbitrators designated pursuant to these Rules and Regulations.

## VI. COMPLIANCE

- 6.1. The Seller or its parent company has information obligations related to the capital market, which obligations are regulated in the Regulation (EU) No. 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (Market Abuse Regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC, as amended. (the "**MAR Regulation**"). If the Buyer has information obligations under the MAR Regulation, the aforementioned provisions are to be construed as bilateral and mutually applicable to both Parties.
- 6.2. Therefore, in applying the provisions of the aforementioned MAR Regulation:
  - 6.2.1. Where possible and reasonable in its opinion and in accordance with generally applicable legal provisions, the Seller will inform the other Party of its intention to make public information relating hereto, if the Seller considers such information to be confidential within the meaning of the MAR Regulation,
  - 6.2.2. Confidential information within the meaning of the MAR Regulation may not be used or unlawfully disclosed by the other contracting Party and persons working on its behalf. In the event of insider dealing or unlawful disclosure, the sanctions provided for in the MAR Regulation apply accordingly.
- 6.3. By receiving the order confirmation or otherwise entering into the contract, the Buyer confirms that it has read the PCC Group Sustainability Principles available at: <https://en.pcc.rokita.pl/csr/csr-documents-to-download/policies-and-certificates/> or <https://pcc-exol.eu/en/sustainable-development-2/business-ethics/>
- 6.4. By receiving the order confirmation or entering into the contract in any other form, the Buyer confirms that it has read the GDPR information clause and the Seller's personal data processing rules available at: <https://files.pcc.pl/en/information-on-the-processing-of-personal-data>.
- 6.5. By receiving the order confirmation or otherwise entering into the contract, the Buyer represents and warrants compliance with the sanction provisions available at: <https://files.pcc.pl/en/sanction-provisions>.
- 6.6. For the purposes of the Seller complying with its obligations in relation to the sale (e.g. in the area of value added tax, excise duty, income tax and other taxes as well as customs law or energy law), the Purchaser undertakes to submit, at the Seller's request, any representations, documents or information that may be requisite for the fulfilment of the aforementioned obligations. The Seller is entitled to withhold performance until the relevant statement, document or information has been obtained from the Buyer. In the event that any statements, documents or information are submitted late or are found to be incorrect, inaccurate or unreliable or are challenged by the competent authorities, which will bring the Seller at risk of incorrectly fulfilling its obligations in relation to the sale, the cost of any tax or other arrears, as well as any penalties, sanction fees or interest on arrears are to be borne by the Buyer.

## **VII. FINAL PROVISIONS:**

- 7.1. The Purchaser is not be entitled to assign its rights and obligations hereunder to third parties without the prior written consent of the Seller under pain of nullity.
- 7.2. Once the contract is entered into, all previous negotiations and correspondence by and between the Parties cease to be valid.
- 7.3. In the event of any discrepancy between the substance of the contract and the substance of the GTCS, the provisions hereof prevail.
- 7.4. All annexes hereto form an integral part hereof. In the event of contradictions between the annexes and the contract, the provisions hereof prevail.
- 7.5. All changes and additions hereto must be made in writing in the form of a bilaterally agreed addendum in order to be valid, unless another form results from the substance of the contract or the GTCS.
- 7.6. Unless otherwise agreed by the Parties herein, the contract is drawn up in Polish or English (depending on the language in which the Seller has issued an invitation to tender by the Buyer), and only this language is binding for its interpretation, and copies hereof drawn up in another language only serve as its translation. In the event of the application of non-Polish law for the assessment of the contractual provisions, the contractual provisions are to be interpreted in the manner most similar to the provisions of the GTCS and Polish law, in particular as regards the liability and the effects of declarations of intent.