

General Terms and Conditions for Supply Contracts between the Supplier of Goods and Services and OQEMA Sp. z o.o. hereinafter referred to as the „GTCSC“

§ 1. General provisions

1. For the purposes of the GTCSC the following definitions shall be set out:

1) **OQEMA Sp. z o.o.** – the Buyer;

2) a party accepting an order – the Supplier;

2. The basis for all supplies shall only be orders drawn up following tenders of Suppliers, whose integral part in each case shall be the GTCSC.

§ 2. Orders

1. Supplies are performed by the Supplier on the basis of an order of the Buyer drawn up in writing, and sent to the Supplier by electronic means.

2. An order shall specify, *inter alia*, the type of goods or services, quantity, unit price, total net value, index, name of the product, payment maturity date as well as time limit for, and place of, order completion, and also the method and type of packaging, if it applies considering the type of the goods ordered.

3. Each order placed by the Buyer has a number to which the Supplier must refer in its delivery notes and invoice.

4. The Supplier shall accept an order for completion together with the GTCSC by sending an official confirmation via electronic means within 2 working days of the date of receiving the order.

5. If the Supplier accepts an order, it means that the terms and conditions specified in the order and the GTCSC are acknowledged.

§ 3. Supplies

1. Supplies are performed pursuant to the terms given in an order placed.

2. The Supplier is obliged to unconditionally observe the time limits for supplies. If the Supplier reckons that it will not be able to comply with the time limits for supplies as specified in an order, it must notify the Buyer immediately, giving the reasons for the delay and the expected time of it. In such a case the Buyer reserves the right, and the Supplier accepts the right of the Buyer, to cancel the order without the Buyer having to incur any costs.

3. The Supplier shall always be liable for a loss due to failure to perform, failure to perform in time, improper performance of, an order accepted.

4. A supply shall be made to the place specified by the Buyer in an order, unless the Buyer decides otherwise.

5. The shelf-life of raw materials delivered to the Buyer must be at least 90% of its total. In the case of shorter shelf-lives, it is necessary to contact the Buyer so that the expiration date can be accepted. If the Buyer does not accept a life that is shorter than 90% of the total shelf-life, then the Buyer does not accept the supply.

6. Raw materials on pallets cannot go beyond their outline and must be secured in such a way as not to be destroyed while transported.

7. Products on pallets should be marked with two bulk labels on two contiguous vertical sides which shall include: the name of the product, quantity, batch number, gross/net weight as well as the date of manufacture and expiry date. If there is more than one product on the pallet, the bulk label must have clear information.

8. Packaging must be clean, tight, sealed and should have all plugs and valves. Furthermore, a label with the name of the product, batch number and all markings required by law, is mandatory.

9. In the case of dirty, destroyed outer packaging, goods will not be accepted.

10. Supplies on pallets are accepted from Monday to Friday between 8.00 am to 5.00 pm

§ 3.a. Shipping notification

1. Notification must be each time sent in writing not later than by 3.00 pm on the day preceding a supply to justyna.derlecka@oqema.com.pl or natalia.reliszko@oqema.com.pl.

§ 3.b. Tank supply conditions:

1. Tank supplies are accepted from Monday to Friday between 7.30 am and 1.30 pm (after prior notification).

2. Buyer reserves of about 4 hours to unload the tank, depending on the amount and type of delivered products.

3. The Supplier/Carrier is obliged to provide a clean, fully operational tank without any leaks, equipped with unloading hoses as well as a compressor/pump for the products which equipment is required for the same to be unloaded.

4. Unloading hoses must be clean, dry and protected from contamination.

5. In the case of a supply of a few products in one tank, the following requirements must be met:

a) Each chamber must be marked with the name of the product (at the valves)

b) Separate inlets/outlets are necessary

c) A separate unloading hose is necessary for each product supplied (does not apply to solvents)

d) Access to the product is necessary that allows to take a sample from the top and the bottom.

6. Tanks transporting products other than flammable ADR 3 must have the option of being connected to a compressed air supply (so must be designed for an under-pressure unloading procedure) or must be equipped with a pump with output regulation.

7. If tanks are equipped with pumps, then the driver must be able to operate them, they must be operational and of proper output in order not to slow down the unloading speed.

8. In the case of each supply, there must be a mandatory tank and hoses washing certificate submitted, not older than 2 working days prior to loading date.

9. Upon delivery, the Driver is obliged to present a minimum of 2 sets of documents, of which 1 set must be left to the disposal of the Buyer. The company OQEMA will not issue any copies of documents if the Driver will present 1 set only.

10. At the request of the Buyer, the Carrier must present to the Buyer a list of the last 3 prior loadings into the tank providing supplies.

11. The buyer reserves the right to reject a supply if the above conditions are not complied with.

12. If a tank supply has not been notified, or came outside of the notification hours, the Buyer does not assume any responsibility for the costs arising from the vehicle idleness and will not accept any related claims from the Supplier/Carrier.

13. In the case of improper execution of services by the Supplier / Carrier, resulting in delay of planned unloading the Supplier / Carrier shall be charged € 300 for each day of delay.

§ 3.c. The Buyer's own collection of the goods purchased

1. The Supplier is obliged to submit to the Buyer complete acceptance instructions not later than within 2 days of the date of the Buyer's placement of an order.

2. The instructions provided by the Supplier must include the following details:

- a) The exact pickup address;
- b) Date of collection;
- c) Working hours of the warehouse issuing goods;
- d) Name and contact details of the person responsible for issuing goods;
- e) Loading number (if required);
- f) Special requirements in relation to the vehicle/driver;
- g) Notification details;
- h) Quantity and type of packaging which will be issued to the Buyer/Carrier specified by the Buyer
- i) Quantity and type of dangerous goods (if applicable);

3. If the instructions given to the Buyer by the Supplier are incorrect, which makes the collection impossible, the Supplier shall bear the costs of non-performed transport and be obliged to deliver the ordered goods on its own and at its own cost.

4. If the Supplier fails to notify the Buyer about the existing special requirements concerning the own collection of the goods purchased, the Supplier shall bear the costs of non-performed transport and be obliged to deliver the ordered goods on its own and at its own cost.

5. The Supplier shall issue goods to the Carrier which is specified by the Buyer.

6. In the case of refusal to issue goods to the Carrier specified by the Buyer, the Supplier is obliged to immediately notify the Buyer of the reason, otherwise it shall bear the costs incurred as a consequence of not meeting the GTCSC.

§ 4. Document covering the supply of goods

1. The document covering the supply of goods shall be a stock issue confirmation (WZ in Polish) (in the case of international supplies, the document shall be a Packing List) to be drawn up in triplicate.

2. A Stock Issue Confirmation (WZ) or Packing List should have, in particular:

- a) date of issuance from the warehouse of the Supplier,
- b) ref. number of the Buyer's order,
- c) specification of the line of the delivered goods in the arrangement as specified in the order of the Buyer,
- d) quantity of the delivered goods,
- e) quantity of returnable packaging,
- f) quantity of master packaging.

The document covering the supply must not show any price.

3. Such a document should also include the confirmation of acceptance of the supply with a legible signature and stamp of an authorized employee of the Buyer accepting the goods delivered, providing the date of acceptance, number of goods received and the quantity of returnable packaging received. The Supplier must receive the confirmation of acceptance of the supply in the aforementioned form and in the case of complaint, it shall be liable for the consequences of not having received such confirmation.

§ 5 Quality/complaints/guarantee

1. The Supplier guarantees that the supplied goods, service, work shall meet the requirements specified in an order. The quality of goods should be as specified in an order, and a service or work should be performed with all due care and according to the current state of the art. By accepting an order, the Supplier confirms it has all the proper licences and experience sufficient to efficiently and professionally complete the order.

2. The quality of, and markings on, the delivered products shall be compliant with the currently applicable standards and generally applicable law, as well as requirements specified in the order and the GTCSC.

3. The Supplier is required to obtain any permits, certificates and other documents required by law to release goods and services for free circulation. Copies of the aforementioned documents shall be provided by the Supplier to the Buyer at the latter's request.

4. The acceptance of goods and services rendered shall be subject to the right of subsequent inspection. During the acceptance stage, the supplies shall be checked for quantity and apparent defects. This does not exclude the right to a later inspection of supplies for physical defects not visible during acceptance or legal defects. Goods which are not compliant with regulations or which are defective may be placed at the disposal of the Supplier.

5. The Supplier shall be liable under a warranty for physical and legal defects of goods, services and works.

6. In the case of goods, services, works under a guarantee, the Supplier shall provide, along with the same, the relevant guarantee documents.

7. The Supplier shall bear the costs of repair works carried out under a warranty granted for defects.

8. The Buyer reserves the right to return goods, or reject services or bad quality/defective works, namely:

- a) packed not in compliance with the terms and conditions of an order or in violation of law,
- b) violating the provisions of subsections 1, 2 and 3,
- c) supplied outside the time slot,
- d) supplied in quantities other than specified in an order,
- e) not ordered.

9. The Buyer shall notify the Supplier of the time limit within which it must collect the defective goods or goods not as specified in an order, or shall deliver it to the Supplier. Both the Supplier's collection and the returning delivery shall be at the cost and risk of the Supplier.

10. The Buyer shall lodge complaints within 30 days of appearance of defects of the supplied goods, services or works. The Supplier shall handle the Buyer's complaint within 7 days of receipt and respond to the e-mail address of the person who lodged the complaint. If the Supplier fails to take any stand in the aforementioned period as to the complaint lodged, the complaint shall be deemed accepted.

§ 6 Documents

1. An analysis certificate must be sent as a soft copy to the address specified in an order, not later than on the day of loading.

2. One invoice should refer to one order of the Buyer, except for orders the completion of which shall cover more than one supply in the case of goods, or more than one stage in the case of works and services; in such a case, unless specified in an order otherwise, each supply or stage of services or work requires a separate invoice.

3. An invoice must include the following details:

- a) names of the Buyer and the Supplier
- b) address of the registered office of the Buyer and the Supplier,
- c) VAT Nos. of the Buyer and Supplier,
- d) the Buyer's order ref. number,
- e) index and name of the product or services supplied,
- f) customs tariff code
- g) quantity,
- h) net and gross unit price and value of the invoice,
- i) payment terms as per the order placed,
- j) other details required by the provisions of the VAT Act,

4. If an invoice fails to comply with the requirements specified in subsections 1 and 2, the payment of the entire amount of the invoice shall be refused, and the Buyer shall return the invoice and notify the Supplier in writing of a discrepancy between the contents of the invoice and the order or supply.

5. A copy of an invoice must be sent to the address specified in an order, not later than on the date of supply.

6. The original hard copy of an invoice must be delivered to the registered office of the company OQEMA Sp z o.o. within up to 7 days of the date of issuance, unless a written agreement has been signed by and between the Supplier and OQEMA Sp. z o.o. concerning the acceptance of e-invoices.

§ 7 Payment terms

1. Payments shall be made within a time limit as specified in an order.

2. The timely payment of an invoice shall be subject to the provision to the Buyer of a properly issued original invoice compliant with the requirements specified in § 6. The Buyer shall not pay any invoice which is issued improperly.

3. The date of payment of an invoice shall be deemed the date of debiting the Buyer's bank account.

§ 8 Subcontractors

The Supplier shall be responsible for the activities or omissions of subcontractors as for its own activities or omissions.

§ 9 Confidentiality

1. The parties agree not to release any confidential information which they will learn during their co-operation.

2. The said requirement shall be applicable during the term of the co-operation relative to an order, and after its completion.

3. Confidential information shall be understood as any information of such nature (or deemed to be so) the release of which to a third party may cause damage to a party to the agreement, regardless of the professional, commercial or other nature of such information. Confidential information shall be especially information regarding the prices of goods and the volume of the turnover between the parties.

Confidential information may be released, if this is required by law, according to the procedure and to such an extent as specified in such law.

§10 Final provisions

1. While completing an order, the Supplier must not violate third parties' rights, particularly the right to a trademark, registered utility model, tradename, copyright or patent. The Supplier shall be solely and entirely responsible for violating such rights.

2. The parties agree that any claims of the Supplier against the Buyer for completing an order may be transferred by the Supplier upon a third party only if the Buyer consents to that in writing.

3. Any disputes arising from the completion of an order shall be settled by a common court with jurisdiction over the registered office of the Buyer.

4. If the provisions of an order are different from, or they cannot be reconciled with, the provisions of the GT CSC, the provisions of the order shall apply.

5. If an order is placed under a master agreement binding upon the Supplier and the Buyer, any provisions of the GT CSC contrary to, or which cannot be reconciled with, the agreement shall not apply.