

# EKOCEM PROJECT

## General Terms and Conditions of Sale

### I. Application

1. These General Terms and Conditions of Sale, hereinafter referred to as 'GTCS', regulate the rules of concluding and performing contracts of sale for the goods of EKOCEM PROJECT Sp. z o.o. Sp. K., Głogowo, ul. Akacjowa 1, 87-123 Dobrzejewice, hereinafter referred to as Ekochem, for the benefit of other entities that make purchases for the purposes related to their business operations (i.e. not as a consumer within the meaning of Article 384 § 3 of the Civil Code), hereinafter referred to as 'Purchasers' or 'Purchaser'.

2. The GTCS constitute an integral part of contracts of sale for the goods and the provision of services concluded between Ekochem and Purchasers.

3. An amendment to or exclusion of individual provisions of the GTCS may be made only with prior written consent of Ekochem under pain of nullity.

4. Should any discrepancies occur between the content of these GTCS and the content of the contract that binds the parties, the provisions of the contract shall apply.

5. If the Purchaser is in the possession of a standard agreement, the provisions contained therein apply only if they are not contrary to these GTCS.

6. If any provision of these GTCS infringes a provision of generally applicable law, it does not exclude the application of the remaining, but lawful, provisions of the GTCS.

7. The GTCS are available to the Purchaser on the website: [www.ekochemproject.com](http://www.ekochemproject.com)

8. If the Purchaser remains in regular business relations with Ekochem, the

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acceptance of the GTCS for one order shall be considered as their acceptance for all other orders and sales contracts, unless the content of the GTCS is changed, in which case Ekochem shall inform the Purchaser about it and deliver the changed version of the GTCS.

### II. Subject of the contract

1. The subject of the contract shall be each individual product specified in the order or sales contract which the Purchaser has undertaken to purchase or will purchase.

2. The necessary documentation shall be integral part of the product (including the instruction manual if required and other permits, certificates and approvals required by the regulations).

3. The tolerance in terms of dimensions, weight and other parameters is accepted according to generally applicable standards for particular types of products in this industry.

4. Ekochem reserves the right to change the specification of products indicated in the order or sales contract in order to improve the products it offers. In the event of making changes, Ekochem declares that the products changed by it or its counterparties shall have at least the same usability, functionality and application as the products described in the order or sales contract.

### III. Orders

1. Unless Ekochem has made a reservation to the contrary, the sales

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proposal submitted by Ekochem to the Purchaser shall be valid for 14 days from the date it is sent by Ekochem.

2. No proposal, prospectus or offer constitutes a sale offer that is binding for Ekochem within the meaning of the Civil Code.

3. The order sent to Ekochem by the Purchaser must contain detailed information about the ordered product within the scope necessary for its identification, as well as the data related to the conditions of order execution desired by the Purchaser.

4. The contract shall be concluded by placing a written order by the Purchaser and its acceptance by Ekochem. The order shall be deemed accepted at the moment Ekochem sends the Purchaser a written confirmation of order acceptance by means of:

- a. registered mail
- a. telefax
- b. electronic correspondence, additionally confirmed by phone by Ekochem.

5. The mere placing of an order shall not bind Ekochem, and the lack of response on its part shall not mean tacit acceptance to the order.

6. When placing an order, the Purchaser shall present Ekochem with its detailed data, and upon Ekochem's request, copies of the following documents:

- a. a current excerpt from the Register of Entrepreneurs of the National Court Register or from the register of economic activity or an equivalent document appropriate for the country in which the Purchaser is registered,

- b. the decision to assign a REGON number (National Business Registry),
- c. the decision to assign a NIP number (Tax Identification Number),
- d. F/01 forms and CIT-2 for the last accounting period.

7. The obligation to present the documents listed in paragraph 4 shall not apply to orders placed by the Purchasers who have permanent business relations with Ekochem.

8. Ekochem reserves the right to demand from the Purchaser - before the order is processed - the establishment of an irrevocable payment security in the form of:

- a. bank guarantee,
- b. documentary letter of credit,
- c. insurance policy,
- d. assignment of receivables,
- e. a promissory note without protest,
- f. guarantee by the third party within the meaning of the Civil Code.

9. If Ekochem accepts an order with reservations, the Purchaser shall be bound by the content of these reservations, unless it immediately submits its own comments. An immediate submission of comments shall be deemed as placing a new order.

10. The fact of accepting the order is not binding for Ekochem in a situation when, for reasons beyond its control, in particular due to force majeure or behavior of the Purchaser or third parties (including Ekochem's suppliers), the delivery and sale of goods is impossible or excessively difficult. Ekochem shall notify the Purchaser about the occurrence of such a fact.

11. If the Purchaser orders nonstandard goods (i.e. produced or ordered at the

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Purchaser's special request), the Purchaser shall be required to pay the price of the ordered goods in advance, unless the Parties agree otherwise.

### **IV. Price and Payment Terms**

1. The price that the Purchaser will pay for the good shall be specified by Ekochem in the order confirmation or indicated in the contract. Unless agreed otherwise, the basis for determining the price shall be the prices of Ekochem's goods and services valid on the day of accepting the order or signing the sales contract.

2. Unless agreed otherwise by the parties, all prices quoted by Ekochem are net prices, which means a value without the tax on goods and services, or other public law charges, if they are due.

3. If the prices are expressed in a currency other than the Polish zloty (PLN), the price on the invoice will be the equivalent of a given currency in the Polish zloty according to the sales rate announced by the National Bank of Poland on the day of issuing the invoice.

4. The payment will be made within the deadline indicated in the invoice to Ekochem's bank account, with the day of payment being the day on which the funds are credited to Ekochem's account.

5. On the date of delivery of the Machine, the Seller will issue a final VAT invoice to the Ordering Party.

6. In case the payment is delayed, Ekochem is entitled to charge interest for the delay in a statutory amount.

7. The parties exclude the possibility of mutual offsetting of any claims, in relation to claims resulting from legal relations, to which these GTCS apply.

8. In case the Purchaser remains in default of the payment of the price or any

part thereof, Ekochem is entitled to withhold delivery until the Purchaser pays the price or any part thereof. If other contracts of sale or delivery of the Products are concluded between Ekochem and the Purchaser, Ekochem shall be entitled to suspend any deliveries to the Purchaser. The deliveries will only be resumed once the Purchaser has paid all the obligations to Ekochem. In such a case Ekochem shall not be liable for any damage (loss) incurred by the Purchaser or its contractors as a result of suspending the delivery of the Product, in particular for any indirect losses, lost profits or any other financial losses. Suspension of delivery for the reasons indicated above does not constitute a change in the delivery date and cannot be the basis for the Purchaser's rescission of the contract.

9. If the Purchaser is in default of payment of the price or part of the price for more than 30 days, Ekochem has the right to submit a declaration of rescission of the contract. In such a case, Ekochem retains the advance payment and the Purchaser agrees to it.

10. Until the whole price is paid, Ekochem retains the proprietary rights to the ordered products.

11. In the event that the Product was released before the payment of the entire price, until the payment of the entire remuneration for the Product, the Buyer has no right to use the subject of sale in any scope (including trial runs) without the participation or consent of Ekochem.

12. If the Purchaser fails to collect the goods within the agreed time limit for reasons not attributable to Ekochem, the price and other services must nevertheless be paid as if the goods had been handed over in accordance with the order.

13. The Purchaser's possible reservations, remarks or complaints and their

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processing shall not stop the payment period.

### **V. Terms of delivery, performance of the contract**

1. Ekochem is obliged to hand over to the Purchaser the goods being the subject of the contract between the parties and to transfer to the Purchaser the proprietary rights to the goods, only after receiving the sale price from the Purchaser (in particular, Ekochem's obligation shall not include the technical service regarding the use of the goods). Different arrangements may only be accepted by the parties by written agreement.

2. The goods are handed over on the premises of Ekochem at the moment of personal collection, or to a haulier. The parties may establish a different place and time of handing over the product by applying INCOTERMS 2010 rules or in any other way accepted by the parties in writing.

3. The risk of loss of or damage to the goods passes from Ekochem to the Purchaser at the moment of handing over the goods to the Purchaser, and in the case of entrusting the goods to a haulier at the moment of handing over the goods to a haulier, regardless of who bears the transport costs.

4. The Purchaser shall bear the costs of collecting and transporting the goods from Ekochem's warehouse, unless the parties agreed otherwise in the contract or the order.

5. In the case the parties have not agreed on the quality of the goods in detail, it shall be presumed that the delivered goods shall have a quality that corresponds to the average requirements for a given grade and type of goods.

6. In case the parties have not agreed on the packaging of the goods in detail, it shall be presumed that the delivered goods shall be packed or devoid of packaging - according to the applicable regulations and standards applicable in Ekochem or its suppliers.

7. The cost of packaging other than the packaging specified above in Section V.6 shall be charged to the Purchaser at cost price.

8. The cost of the security or insurance of the goods for the time of transport requested by the Purchaser shall be borne by the Purchaser.

9. The Purchaser is obliged to examine the received product, in particular with regard to the quality, quantity and assortment of the delivered goods immediately after their delivery (release) and make an appropriate annotation on the bill of landing or other proof of handing over the goods, as well as immediately report to the haulier (in accordance with the relevant transport regulations) and Ekochem, in writing, possible objections in this respect, and allow Ekochem's representative to examine, without delay, the intact goods. The Purchaser's acceptance of the goods without examination or failure to report objections immediately after the examination of the goods shall be considered as a confirmation that the goods have been delivered correctly, in the correct quantity and have the correct characteristics and properties.

10. If, due to the type of packaging or for any other reason, it is objectively impossible to carry out an immediate inspection of the delivered goods, the inspection on receipt should include at least the bill of landing, the quantity and condition of the packaging, data concerning the marking of the goods on the packaging and damage visible from outside. As soon as this becomes objectively possible, but not later than the goods are unpacked and before they are used, a detailed, complete inspection of the goods shall be carried out.

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should be carried out, not later than 2 days after handing over.

11. Under pain of losing the right to pursue any claims from Ekochem with regard to insufficient quantities or inconsistency of the delivery with the order or its confirmation - the Purchaser is obliged to complete all the formalities provided for in the preceding rules, in particular to report to Ekochem the inconsistencies immediately after they have been discovered, not later than within 2 days from the date of handing over the goods.

### **VI. Delays in handing over the goods**

1. Ekochem shall not be liable for any delay in the execution of this agreement, if such delay is not the sole fault of Ekochem.

2. In particular, Ekochem shall not be liable for any delay if it is the result of circumstances beyond its control (force majeure). This particularly applies to such incidents as: war, the risk of outbreak of a war or riots, acts of the authorities at home and abroad that hamper the activities of entities, fire, strike, explosions, lack of manpower, labour disputes, traffic blockage, lack of means of transport, floods, occupational strikes, earthquakes, epidemics, breach of contracts by suppliers, impossibility of delivering due to bad weather conditions, sabotage and any general unforeseen circumstances both at home and abroad, as a result of which Ekochem cannot be objectively required to fulfil the order of the Purchaser.

3. In the case of an event caused by force majeure, Ekochem shall be exempted from the responsibility to deliver the goods ordered by the Purchaser until the cause of force majeure ceases. In such a case, each party is entitled to perform its obligation under the contract within a longer, reasonable period of time. However, if the

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acts of force majeure last for a period exceeding 60 days, each party will be entitled to rescind the contract without any right to compensation, with written notification of the other party.

4. If a party becomes aware that it will not be able to meet the contractual deadline, it should immediately inform the other party, at the same time stating the expected date of fulfilling the obligations, which are subject to the delay.

5. If the delivery date is postponed due to circumstances for which Ekochem is not responsible, in particular the circumstances provided for in these General Terms and Conditions of Sale, Ekochem may postpone further deliveries in a proportionate manner and is not responsible for the effects of such postponement.

6. In case of Ekochem's delay in executing the subject of the contract lasting more than 60 days, the Purchaser may rescind the contract having first set an additional deadline for execution, not shorter than 30 days, with a risk that in case of an ineffective expiry of the set deadline, the Purchaser will be entitled to rescind the contract within 3 months of the period indicated in the call.

### **VII. Scope of responsibility**

1. Ekochem provides the Purchaser with a Guarantee for the period, in the scope and according to the rules indicated in a separate guarantee document, if such a document has been handed over to the Purchaser.

2. In the case when the manufacturer of the product provides a guarantee for its product, Ekochem will provide the Purchaser with the manufacturer's guarantee document.

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3. On the basis of Article 558 § 1 of the Civil Code, the Parties exclude liability under warranty, unless the Parties have agreed otherwise in individual arrangements.

4. Any possible liability of Ekochem related to concluding a contract or selling the goods, regardless of the title of this liability, does not include the repair of damages related to expected benefits, lost profit, production losses, loss of market reputation, etc.

5. Ekochem bears the liability for the fact that the goods possess certain characteristics or are suitable for the purposes desired by the Purchaser only under the condition that it has given the Purchaser a written assurance that the goods have certain characteristics or that they are suitable for these purposes.

6. Ekochem shall not be liable for any damage caused by the goods (including dangerous products) or in connection with their possession or use - with the exception of the liability that results directly from mandatory legal regulations.

7. Ekochem shall not be liable for damages resulting from nonperformance or improper performance of the obligation, unless the damage was caused by

8. Ekochem's intentional fault (Article 473 § 2 of the Civil Code). In particular, Ekochem shall not be liable for losses that the Purchaser has suffered and benefits that could have been achieved if the damage had not been done to it.

9. Ekochem shall not be liable towards third parties that pursue any claims against the Purchaser which may be related to products sold to the Purchaser by Ekochem, the production of which had been effected with the use of goods sold to the Purchaser by Ekochem.

10. In particular, Ekochem shall not be liable for the actions of third parties, improper

handling or use contrary to the intended purpose of the goods sold.

### **VIII. Confidentiality of information**

1. The Parties undertake to maintain secrecy and not to disclose to third parties any information about the terms and conditions of concluded agreements and any data about the company obtained during negotiations, conclusion and performance of the agreement to which the GTCS apply, on the principles set out in the Act on Combating Unfair Competition, without prior written consent of the other Party.

2. The use of the data and information referred to in section VIII paragraph 1 for purposes other than the performance of the contract, or their publication, shall not be permitted without the prior written consent of the other party.

3. The obligation referred to above shall not apply to information which is commonly known, or to making the information available at the request of the court, public prosecutor's office, tax authorities or inspection authorities, or resulting from information obligations to the extent provided for in the Law on Public Trading in Securities.

4. Both parties reserve the right to inform about the conclusion of the Contract and the Subject of the Contract.

### **IX. Copyright**

Ekochem reserves the right of ownership, copyright protection and patent and utility model rights to prints, drawings, calculations, illustrations, technical calculations, opinion making coverage, diagrams and other documents provided or made available to the Purchaser at the conclusion of the contract covered by these GTCS. They are intended

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only for contractual purposes and must not, either in whole or in part, be reproduced or made available to third parties without the prior express written consent by Ekochem.

### **X. Jurisdiction, law, interpretation of the GTCS**

1. In the event of a dispute arising from a contractual relationship to which these GTCS apply, the parties will first attempt to resolve the dispute amicably.
2. Any disputes arising from contracts, to which these GCS [General Conditions of

Sale] apply, shall be subject to jurisdiction of Polish courts and resolved by a common court competent for the city of Toruń.

3. If Ekochem has provided the GTCS in a language version other than Polish, the binding language version of these GTCS shall be the version drawn up in Polish.

4. For matters not regulated herein, the provisions of Polish law apply exclusively.

5. The titles of individual sections of these General Terms and Conditions have been introduced only to facilitate the use of the text and have no legal significance, and therefore the text of the General Terms and Conditions cannot be interpreted on their basis.