

GENERAL TERMS AND CONDITIONS OF SALE

THESE GENERAL TERMS AND CONDITIONS OF SALE CONSTITUTE AN INTEGRAL PART OF ANY AGREEMENT IN WHICH CORNELIUS POLSKA SP. Z O.O. WITH REGISTERED OFFICE IN WARSAW IS THE SELLER OR SERVICE PROVIDER.

I. General provisions

1. All transactions with Cornelius Polska Sp. z o.o., also referred to in these Terms and Conditions as the "Company" or "Seller" related to the purchase of goods or services will be subject to these General Terms and Conditions of Sale.
2. The general terms and conditions of the Buyer or the Recipient, also referred to in these General Terms and Conditions of Sale as the "Customer", are not binding the Company, unless the Company expressly agrees to be bound by them in writing. In any case, the Customer agrees that in the event of a discrepancy or contradiction between the Buyer's General Terms and Conditions of Sale Conditions and the Seller's General Terms and Conditions of Sale, only the latter shall apply.
3. The provisions of these General Terms and Conditions of Sale shall apply to deliveries made by the Seller to third parties indicated by the Buyer as the recipient.

II. Conclusion of a contract

1. Any declarations of will, including placing an order, its acceptance, as well as changing or supplementing the contract, should be made in the form of an e-mail or in writing, otherwise null and void. The same applies to an agreement to waive the e-mail or written form requirement.
2. Information presented in catalogs, prospectuses, price lists, announcements and other advertising materials of the Company and sent to the Customer (including price lists) are only commercial information indicating indicative selling prices and do not constitute an offer within the meaning of Art. 66 § 1 of the Civil Code, unless explicitly stated otherwise.
3. All documentation, including commercial information, cost estimates, offers, may not be made available to third parties and is intended only for the information of the Customer in order to conclude a contract and possibly for its implementation.
4. Commercial information sent by the Company to the Customer is valid for 2 weeks from the date of posting unless the information indicates a different date.
5. The contract comes into effect by placing an order by the Customer and acceptance of the order by the Seller.

6. The order should specify the Customer's exact name, address and tax identification number, quantity of the ordered goods, package size, delivery date and detailed delivery data (name of the destination point; street, city and number or town along with the number; ZIP code; contact person details along with their telephone number; opening hours of the destination).
7. The amendment or addition to the contract should clearly define the changes and their impact on the price and delivery date. Each amendment or addition to the contract must be confirmed by the Seller.
8. Specific requirements regarding the outer packaging or method of shipment should be included in the order.
9. In case of exhaustion or temporary lack of packaging of the size or type specified in the catalog, the Company reserves the right to select a different size or type of packaging and to change the price accordingly.

III. The price

1. The price indicated in the commercial information is net price and does not include the tax on goods and services (VAT).
2. The price indicated in the commercial information is subject to Incoterms 2010 DDP, unless expressly stated otherwise.
3. The price given in the commercial information includes insurance of the goods.
4. The price given in the commercial information does not include the costs of:
 - 1) packaging of the goods in a non-standard manner;
 - 2) additional services performed on the goods, in particular labeling the goods with non-standard labels;
 - 3) expedited shipping;
 - 4) preparation of non-standard or additional documentation of the goods, such as certificates, descriptions or protocols, providing of which is not necessary for the effective delivery of the goods;
 - 5) other additional services performed upon Customer's request.
5. The transaction currency specified in the invoice is determined by the commercial information sent to the Customer.
6. Application of a preferential VAT rate - 0% in the transaction depends on the fulfillment by the Customer of the conditions specified by law. At the time of entry into force of these General Terms and Conditions of Sale, these conditions are that the Customer responsible for the export of goods outside the territory of Poland provides relevant documents confirming such export. These documents are:

- in case of export of goods outside the EU territory: documents specified in art. 41 sec. 6a of the Act of March 11, 2004 on Tax on Goods and Services,
 - in case of export of goods to another EU Member State: the documents specified in art. 45a of the Council (EU) Regulation No 282/2011.
- Documents confirming the exportation should be delivered to the Company within the term stipulated by law.

7. Rebates and discounts are granted only on the basis of an agreement between the Company and the Customer concluded in e-mail or in writing under pain of nullity, and their granting depends on the timely payment.

8. The Customer is charged with additional costs, unforeseen at the moment of acceptance of the order, if they are to be incurred in connection with the delivery or service. These costs may be related in particular to:

- 1) fee for entering the premises of the Customer's warehouse;
- 2) parking fee in case the Customer is delayed with unloading of the goods;
- 3) a change of the law, especially the provisions relating to import of goods;
- 4) an increase in fuel and energy prices,
- 5) change of the place of delivery;
- 6) downtime in the transport of goods, if it is caused by the Customer;
- 7) additional registration or administrative activities;
- 8) an increase in customs duties.

IV. Terms of payment

1. The due price should be paid to the Seller's bank account indicated in the invoice. The due price should be paid by the date indicated on the invoice, unless the parties have agreed otherwise in writing or in e-mail

2. The date of payment is the date of crediting the (Seller's) bank account with the amount due.

3. If the goods are delivered in parts, the obligation to pay the due price arises successively upon delivery of each subsequent batch of goods, unless the parties have agreed otherwise in writing or in e-mail under pain of nullity.

4. In the event of a delay in payment, the Company has the right to suspend the delivery of goods or services until the arrears are settled and/or to charge statutory interest for delay in commercial transactions as well as to charge fees provided for by law.

5. In the event of delay in payment exceeding 3 calendar days or when the information obtained by the Company shows that it is likely that the Customer would not pay the due price within the applicable deadline, the Company is entitled to withdraw in whole or in part from the not yet performed or partially

unperformed contracts. The right to withdraw may be exercised within 10 days from the emergence of circumstances justifying the withdrawal.

6. The Company reserves the right to request payment in advance while accepting the order. The Company has the right to withdraw previously granted consent to defer payment.

7. The Customer is not allowed to pay the price by setting off a counterclaim unless the Customer's claim has been expressly recognized by the Company in writing or has been confirmed by a final judgment.

V. Delivery

1. The Company delivers goods using the services of external forwarders and carriers.

2. The type of packaging and the method of shipment are selected in accordance with the nature of the goods and applicable regulations.

3. The Customer is not entitled to compensation for delay in delivery of the goods for reasons beyond the control of the Company.

4. In case of collecting goods directly from the Company's warehouse, the Customer is obliged to comply with the fixed deadlines. If the Customer does not collect the goods within the previously fixed time limit, the goods will be stored in the Seller's warehouse at the Customer's expense and risk. If the Customer missed the fixed date of collection of the goods, the next date of collection should be agreed individually with the Company. It does not affect the time of collecting of subsequent batches of goods.

5. In the event of the Customer's resignation from the receipt of the ordered goods, the Customer is obliged to cover all costs related to the failure to comply with the contract, including, but not limited to the cost of production, the cost of purchasing non-returnable materials, the costs of cancelling the order imposed on the Seller by its suppliers, costs related to storage, shipping and transaction processing.

6. The Company reserves the right to make partial deliveries, which will be invoiced separately. The Customer shall pay the due price upon receipt of the invoice.

7. The company provides insurance for the transported goods.

VI. Notification of complaints regarding the goods.

1. The Customer is obliged to check the type, quality, and quantity of the goods in terms of compliance with the contract and to report any unconformity, defects or faults to the Seller immediately after delivery, subject to the provisions below.

2. Quantitative faults or defects caused by improper transport, which can be detected on delivery, should be reported by making an appropriate note on the shipping documents. Quantitative faults or defects caused by improper transport, which, despite due diligence, could not be detected at the time of delivery, should be reported immediately after their detection, but no later than within 7 days after delivery day.

3. Notification of any other defects of the goods, which cannot be detected upon delivery, should be provided immediately after their detection, but no later than within 3 months from the date of the goods handover, and in the case of goods with a natural shelf-life of less than 3 months - no later than within 2 weeks from the date of the goods handover.

4. Failure on the part of the Customer to give notice within the periods stipulated in sub-paragraphs 1, 2 and 3 respectively shall be deemed acceptance of the goods as being in conformity with the contract (order) in respect of type, quantity and quality.

5. Notification of the defect should be made by e-mail or in writing, providing its exact description, the invoice number for the defective goods and, depending on the situation, along with other documents needed to determine the cause of the defect, such as shipping documents or a protocol drawn up by the recipients of the goods, the serial number of the goods, if the goods are marked with it. In justified cases, the Customer should immediately provide a sample of the complained goods.

6. The Customer is obliged to enable the Seller to examine the reported defects.

7. If the complaint is justified, the Customer may request for:

- 1) replacement of the defective goods with goods free from defects, or
- 2) reduction of the price in proportion between the value of the defective goods and the value of the goods of a given type, free from defects.

The Customer may not claim monetary compensation for damage resulting from destruction of or damage to the goods during transport. The liability of the Company for this damage consists in the obligation to deliver an adequate quantity of defect-free goods.

8. The Seller's express consent in writing must be obtained for the return of the complained goods. The lack of such consent entitles the Company to refuse to accept the complained goods.

9. Notification of defects may not result in non-payment.

VII. Reservation of Ownership

1. The Company reserves the right of ownership of the sold goods until all obligations of the Customer resulting from the business relationship with the

Company are settled. If this retention of title is ineffective under the law in force in the Customer's place of business, the Customer is obliged to inform the Company of this fact when placing the order and to offer the Company adequate security. Instead, the Company may also request a prepayment.

2. In the event of processing or permanent mixing of the goods sold with reservation of ownership, the parties hereby agree as follows: The Company will be co-owner of the new item. The size of the Company's share in the ownership of the new item corresponds to the ratio between the price of the processed item and the market value of the new item.

3. The Customer will be obliged to secure and store the goods newly manufactured in the process of processing or mixing free of charge.

4. The Customer is entitled to resell the goods delivered by the Company or a new item, provided that the Company has not cancelled such authorization. The Customer is obliged to assign to the Seller an appropriate part of the receivables due to him from a third party by virtue of the sale of the goods created using the goods to which the Seller is entitled as security for the Company's receivables from the Customer.

5. The Customer is obliged to immediately inform the Company of any circumstances that could affect its ownership of the goods, in particular of any seizure or confiscation (loss, destruction, damage).

6. The Customer is obliged to cooperate in all necessary and legally permissible activities aimed at securing the payment, and inform the Company immediately, if third party raise claims that could threaten the security established for the benefit of the Seller.

7. The reservation of the ownership does not affect the provisions governing the moment of transmission of the risk related to the takeover of the goods.

VIII. Non-performance or inadequate performance of the Contract

1. If the Customer does not receive the goods on time due to circumstances for which the Company is responsible, the Customer may withdraw from the contract after prior appointment of another appropriate date to complete the order.

2. Subject to the provision in the following section, The Customer has the right to demand compensation for the damage caused by the delay in delivery. In this case, the compensation cannot be higher than the price for the delayed goods.

3. If the delivery service is provided by the Company contractors like forwarders, carriers, courier companies, etc, and the delay in delivery results from their services, the Company is responsible for the delay in delivery to the extent that

these entities accept responsibility for the timely performance of the service for the Company.

4. The Company is not responsible for non-performance or undue performance of the contract resulting from circumstances beyond the Company's control, in particular caused by:

- 1) changes of legal regulations or acts of state authority,
- 2) disruptions in the Seller's operations caused by a strike, shortage of energy supply,
- 3) actions and omissions on the part of public administration bodies related to the control carried out by border offices or customs offices during the customs clearance of goods;
- 4) a joint failure within the meaning of the maritime law in force at the place of its occurrence.

5. The Company is liable for damage caused by its intentional act or negligence, which could have foreseen as a consequence of such action or negligence.

6. The liability of the Company for violations not specified in these General Terms and Conditions of Sale is excluded.

IX. Force majeure

Neither party is liable for non-performance or undue performance of contractual obligations, if it is caused by force majeure. Force majeure is considered to be any circumstances or phenomena which, reasonably judging, could not be foreseen or prevented, external to the parties to the contract and not caused by any of them or by any person for whom they are responsible. Cases of force majeure include, in particular, strike actions and lockouts, import and export difficulties, regardless of whether they occur on the part of the Company or the Buyer. In such case, the Buyer may request the Company to submit a declaration whether it withdraws from the contract or whether it will perform the service in a timely manner after the obstacles have ceased to exist. In the absence of such statement, the Buyer may withdraw from the contract.

X. Industrial property rights

1. The sale of goods by the Company is no authorization to use the industrial property rights of the Company.
2. The Company does not accept liability for the export of goods supplied by the Company in case such export infringes the property rights of third parties.
3. In case of using the delivered goods to manufacture new items, as well as in the case of making any changes to the goods, including mixing with other substances, transferring or pouring into other packaging, processing and similar activities, the trademark placed on the goods or packaging, as well as other

manufacturer's identification markings may not be used without the express consent of the Company.

XI. Miscellaneous

1. The indication of the weight of one liter of liquid (resultant weight) is intended to be used as a guide for conversion to kilograms.
2. The Company advises customers in the field of technical applications within its the possibilities and knowledge, but without any obligations or liability on the part of the Company.

XIII. Confidentiality

1. The Company and the Customer undertake to maintain confidentiality of the terms of the contract, as well as any financial and commercial information obtained during its conclusion and performance, which may constitute a business secret within the meaning of art. 11 sec. 24 of the Act of April 16, 1993 on Combating Unfair Competition.
2. The disclosure by the Company of the knowledge covered by confidentiality clause to its subsidiaries or parent entities does not constitute a breach of this obligation.
3. Disclosure of information covered by the confidentiality clause to legal consultants or auditors that are obliged to maintain professional secrecy as well as to statutory bodies authorized to obtain confidential information on the ground of law, shall not be deemed to be a breach of the confidentiality clause.

XV. Final provisions

1. The contract between the Company and the Customer is governed by the law of the Republic of Poland. The Polish texts of the contract and the General Terms and Conditions of Sale are the original version.
2. In matters not covered by these provisions, the provisions of the Polish Civil Code shall apply. If any contract provisions are ineffective or is found invalid, illegal or unenforceable for any reason, it shall not affect the effectiveness of the remaining provisions. In such case, the parties undertake to replace the ineffective provisions with an acceptable regulation.
3. Any disputes related to the contract will be settled amicably. If there is no such possibility, the court competent to settle the dispute shall be the court having jurisdiction over the place where the Company has its registered office.
4. Within business contacts with the Buyer, the Company shall collect and process data. The Buyer agrees to the processing of his /her personal data by the Company.
5. These General Terms and conditions of Sale are valid from November 1, 2022.