

Warsaw, August 2020

## **GENERAL TERMS AND CONDITIONS OF SALE OF HELM POLSKA SP. Z O.O.**

These General Terms and Conditions of Sale define the principles of conclusion and performance of contracts for sale of goods by Helm Polska Sp. z o.o. and form an integral part of these contracts. These GTC are provided to the Buyer together with an offer to sell goods in paper or electronic form (via email), or the Buyer may familiarize itself with the GTC published on the website of Helm Polska Sp. z o.o. - [www.helmpolska.com](http://www.helmpolska.com) and download their contents in PDF format.

### **I. DEFINITIONS**

1. **Seller** - Helm Polska sp. z o.o. with its registered office in Warsaw at Domaniewska 42, NIP 5251820909, REGON 012698801, KRS 0000023594, BDO 000019972.
2. **Buyer** - a domestic or foreign entity (whether legal or natural person or person without legal personality) that purchases Goods from the Seller.
3. **Terms and Conditions or GTC** - these General Terms and Conditions of Sale.
4. **Goods** - any and all the chemical products traded by the Seller.
5. **Party** - the Seller or the Purchaser, and the term "Parties" means the Seller and the Purchaser jointly.
6. **Offer** - a proposal of the Seller (for concluding a contract, making a transaction) that presents the terms and conditions of sale of the Goods: price, quantity, packaging, delivery and payment conditions, quality specification of the Goods.
7. **Specification** - a document containing the range of quality parameters guaranteed by the Seller for a given Good or a marketing authorization for the goods subject to mandatory registration in the territory of the Republic of Poland.
8. **Order** - a declaration of intent of the Buyer to purchase the Goods from the Seller, transmitted in an unambiguous and legible form to the hands of representatives of the Seller directly or in writing or by fax or by email or by phone.

9. **Sale Confirmation** - declaration of intent of the Seller to sell the Goods, provided in an unambiguous and legible form to the hands of representatives of the Buyer directly or in writing or by fax or by email or by phone.

10. **Contract** - a contract in written or verbal form together with appendices being its integral part, including the General Terms and Conditions of Sale, concluded between the Seller and the Buyer, in connection with sale of the Goods; what is more, an invoice issued by the Seller on the basis of a Sale Confirmation will be treated as confirmation of conclusion of a Contract.

11. **Invoice** - an accounting and sales document issued by the Seller confirming the transaction between the Parties. **The invoice** can be issued in electronic form (**e-invoice** or in PDF format) or in paper form. The issue and handover of **an invoice** will result in a tax obligation.

## **II. SCOPE OF APPLICATION**

1. These Terms and Conditions apply to all the transactions, regardless of their subject matter thereof.

2. These General Terms and Conditions of Sale will be attached to each Contract and Sale Confirmation. If any of the provisions of these GTC proves to be inconsistent with the Buyer's documents (e.g. the General Terms and Conditions of Purchase of the Buyer), these General Terms and Conditions of Sale will prevail.

3. The terms and conditions or provisions of the Contracts that are inconsistent with these GTC will not bind the Seller also when the Seller has not explicitly objected to them. Such terms and conditions will be binding on the Seller if it agrees in writing to regulate mutual rights and obligations differently from these Terms and Conditions. The General Terms and Conditions of Purchase of the Buyer that are not confirmed by the Seller in accordance with the Company's representation rules will not be binding on the Seller.

## **III. OFFER AND CONCLUSION OF A CONTRACT**

1. Seller's Offers will not be binding and, until the Contract is signed or the terms and conditions of the transaction are accepted by the Parties directly, by phone, e-mail, mail or fax, they will constitute commercial information only.

2. The catalogue, price list and other information do not constitute a commercial offer within the meaning of the Civil Code.
3. The terms and conditions included in the Offer will become effective upon receipt of the Order by the Seller.
4. The Seller and the Buyer may conclude a Contract in accordance with any procedure, including if by the Buyer placing an Order directly or in writing or by fax or by email or by phone or by the Seller's Sale Confirmation. The Seller will make the Sale Confirmation directly or in writing or by fax or by e-mail or phone.
5. The Seller's sales representatives will act only within the limits of the power of attorney granted to them which, at the same time, excludes liability for the activities of the sales representatives who exceed the scope of their power of attorney.

#### **IV. PRICE AND PAYMENTS.**

1. The gross sale price for the Goods will be paid without deductions, within the required time limit, to the bank account number of the Seller indicated in the VAT invoice.
2. In the event of late payment, the Seller reserves the right to charge interest from the claim due date until final receipt of payment, at the statutory interest rate.
3. Regardless of the place of delivery of the goods or documents, the place of payment/place of making the payment will be deemed to be the Seller's place of business.
4. Unless otherwise expressly agreed upon by the Parties, the prices in the price lists, offers, information materials and Contracts will be net prices to which VAT must be added in accordance with applicable laws.
5. The invoices issued by the Seller to the Buyer will be due and payable within the time limit stated on the invoice. The date of payment will be deemed to be the date of payment made to the Seller's account (date of crediting the funds).
6. If the due date falls on a public holiday, the payment should be made on the previous working day.
7. An advance payment for execution of an Order does not constitute an advance payment within the meaning of the Civil Code.

8. If the Buyer delays in the payment of any invoice due, the Seller may withhold the performance of its contractual obligations or make the performance of further orders contingent on whether such payments are made.

## **V. COLLECTION AND DELIVERY.**

1. Delivery will be made in accordance with the Contract or the Order or the Sale Confirmation and the GTC and in accordance with the regulations in effect on the date of conclusion of the Contract, Order or Sale Confirmation.

2. Sale of the Goods may be made on the basis of an Order placed by the Buyer directly or by phone or in writing (by which the Parties also mean fax or email) or sale of the Goods may be made on the basis of provisions of a Contract concluded between the Parties in writing or orally, and the condition for effective placement of an Order by the Buyer will be Sale Confirmation by the Seller. Confirmation of the Sale will be made orally or in writing in accordance with the template document used by the Seller.

3. In the Order, the Buyer should indicate any non-standard features concerning the Goods, method of delivery, unloading or delivery date.

4. The Goods will be deemed to have been delivered on time also if they are handed over to the carrier designated by the Buyer

5. The delivery period will not start until any and all the advance payments, specified in the Contract or in the Purchase Order, have been made.

6. The Seller will not be liable for delay in delivery of the Goods if the reason for failure to meet the time limit has been an event of force majeure, understood as the occurrence of atmospheric phenomena, natural disasters in the form of flood, fire, hurricane, European windstorm, state of war or war activities, epidemic, pandemic, strike, restrictions on the export or import of certain goods, exclusions from trading, blockades in trade with the respective countries, transport delays due to transportation disruptions that the Seller could not have foreseen or prevented, shortages of raw materials or goods resulting from the exclusive fault of the suppliers of those materials or other circumstances that have been independent of the Seller. Until the obstacle ceases to exist, the Seller may withhold or limit deliveries, as well as withdraw from the Contract/Order.

7. The Seller may change the previously agreed delivery dates for reasons other than force majeure, in particular in the case of logistical difficulties or reduction in transportation capacity

of carriers. In such a case, the Seller will immediately agree with the Buyer on a new date of delivery of the Goods.

8. The Seller will also not be liable for untimely delivery of the Goods in the event of introduction by the Buyer of changes in the subject matter of the Contract, Order, affecting the process of production or picking of the Goods or due to other circumstances caused by the Buyer.

9. The Seller reserves the right to reinvoice the costs of untimely unloading and keeping of the means of transport for the purposes of unloading the Goods at the Buyer's after the agreed time limit.

10. In the case of delayed delivery due to the Seller's fault, the Parties will set a new delivery date.

11. In none of the situations mentioned above is it considered that the Seller has not performed or has improperly performed an obligation and the Buyer is not granted the right to claim damages or contractual penalties.

12. Deliveries can be performed partially.

13. Where there is a framework contract for regular deliveries between the Parties, in the case of placement of the respective orders, they will be treated as separate sales contracts and the provisions of the GTC will apply to each contract individually.

14. If delays in delivery result only from the fault of the Buyer including, in particular, if the Buyer has not stated or has changed the place of delivery or is not ready to collect the Goods, or if the Goods are not collected by the Buyer on time or if the advance for the Goods is not transferred to the account of the Seller, the Seller, at its own discretion and without any liability, will be entitled to store the Goods at the cost and risk of the Buyer, which does not exclude the obligation to pay for the Goods ordered by the Buyer and to incur logistics costs.

15. The right to dispose of the Goods and all the risks associated with the Goods will pass to the Buyer in accordance with the terms and conditions of delivery consistent with INCOTERMS 2020.

16. In the case of delivery of the Goods by the Seller, the Buyer is obliged to:

a) Ensure the physical presence of the person authorized to unload,

- b) Check the quantity of the Goods delivered immediately after unloading and, if possible, also check the quality of the Goods delivered (subject to point d),
- c) Immediately report any and all the discrepancies between the Goods and the Order in terms of quality and quantity,
- d) The Buyer will be obliged to report quality discrepancies in the Goods delivered in bulk before unloading begins,
- e) Check the weight of the Goods, but in the case of deliveries of full truckloads, the permissible tolerance is 0.5 % subject to weighing on a scale with a valid scale calibration certificate,
- f) Confirm collection of the Goods on the transportation document, in writing and in a legible manner.

## **VI. PRODUCT QUALITY AND WARRANTY**

1. The Seller declares that the Goods meet the quality standards in accordance with the Specification of the given Goods provided to the Buyer together with the Offer, and the standards specified by law.
2. If the Goods have been delivered/released in collective packaging, defects in the Goods (qualitative and quantitative) must be reported at the receipt of the Goods unless it is impossible for obvious reasons, and then such information must be provided to the Seller immediately, i.e. as soon as possible.
3. The information on the defect in the Goods should be immediately provided by the Buyer to the Seller to the email address of the Sales Representative with whom the terms and conditions of execution of the Order have been agreed. The Buyer will be obliged to provide a detailed description of the defect(s) (including batch number, quantity, type of packaging) together with photographic documentation.
4. In the case of the accepted quality complaint, the parties will agree on a method of rectifying the damage that minimizes the costs, e.g. reprocessing or repacking the goods or granting a discount to the Buyer. If it is not possible to solve the problem otherwise, the Seller undertakes to immediately deliver the goods free from any defects or issue a correcting invoice. In the case of the accepted quantitative complaint, the Seller undertakes to deliver the missing quantity of the Goods or issue a correcting invoice.

5. By virtue of these General Terms and Conditions of Sale, the parties exclude any warranty.
6. Unless otherwise agreed upon in writing, the quality of the Goods will be determined exclusively based on the Specification of the Goods drawn up by the Seller or Manufacturer of the given Goods or based on the relevant legal regulations or by the Entity marketing the Goods.
7. The properties of the Goods and their samples are binding only to the extent that they have been expressly agreed upon and recorded in the Contract or the Sale Confirmation.
8. The Seller will not be liable to the Buyer for any damage or lost profits.
9. The Seller will not be liable for losses incurred by the Buyer as a result of inappropriate unloading, storage, handling, transportation, storage or use of the Goods.
10. The Seller will have the right to suspend the Buyer's complaint claims until the Buyer has settled all the outstanding payments to the Seller. The lodging of a complaint by the Buyer will not suspend the obligation to pay for the Goods.

## **VII. FINAL PROVISIONS**

1. If contracts are also drawn up in the languages other than Polish, the Polish version of the contract will prevail.
2. Any and all the amendments to the Contracts and GTC must be made in writing to be valid.
3. If the provisions of GTC or of the concluded Contracts prove to be partially invalid, the remaining provisions of the aforementioned documents will remain in force.
4. These Terms and Conditions are subject to Polish law. In the case of a dispute, the Parties will strive for an amicable solution, and in case of absence of an agreement, the Court having jurisdiction over all the disputes will be the Court having jurisdiction over the Seller.

Helm Polska Sp. z o.o.

Warsaw, 6 August 2020