

# GENERAL TERMS AND CONDITIONS OF SALE - GRUPA AZOTY ZAKŁADY CHEMICZNE „POLICE” S.A.

## Article 1 GENERAL PROVISIONS

### 1.1. Definitions:

<b>Contract:</b>	any contract between Grupa Azoty Zakłady Chemiczne "Police" S.A. and the Buyer related to the purchase of products.
<b>Seller:</b>	<b>Grupa Azoty Zakłady Chemiczne "Police" S.A.</b> with its registered office in Police (72-010), ul. Kuźnicka 1, entered in the Business Register of National Court Register under the number 000015501 at the District Court for Szczecin-Centrum with its seat in Szczecin, Thirteenth Commercial Division of the National Court Register, Taxpayer ID (NIP): 851-02-05-573, Business ID (REGON): 810822270, BDO: 000016847 authorised share capital and paid-up capital of PLN 1,241,757,680.
<b>Buyer:</b>	a natural person, corporate entity or unincorporated organization, who has entered into or intends to enter into a contract.
<b>General Terms and Conditions of Sale:</b>	these general terms and conditions of sale.

- 1.2. In the absence of any other provision to the contrary, expressly set out in writing, the General Terms and Conditions of Sale shall form an integral part of any Contract and shall apply to any other transactions between the Parties.
- 1.3. Any contractual provisions contrary to the General Terms and Conditions of Sale shall be expressed in writing, or otherwise, shall be void.
- 1.4. The application of any general terms and conditions other than the General Terms and Conditions of Sale, and in particular the application of the Buyer's general terms and conditions shall be excluded.
- 1.5. Where language versions of the General Terms and Conditions of Sale other than the Polish version are used and there are possible discrepancies between these versions, the Polish version shall always prevail.
- 1.6. In the event of discrepancies between the provisions of the Contract and the provisions of the General Terms and Conditions of Sale, the provisions of the Contract shall apply.

## Article 2 OFFERS

- 2.1. Notwithstanding the terms used, the information provided by the Seller regarding the possibility and terms of entering into a Contract shall not constitute an offer, but shall be regarded merely as an invitation to negotiate, and therefore, it shall not give rise to the Seller's obligations, and may be changed at any time.
- 2.2. The terms and conditions set out in an offer shall come into force upon written or electronic confirmation of the order placed by the Seller's authorized representatives.
- 2.3. An order submitted to the Seller is an offer within the meaning of the Civil Code.

## Article 3 PRODUCT

- 3.1. The Seller sells and the Buyer buys titanium dioxide marketed as TYTANPOL® solely for its own production purposes. If the product received from the Seller is used for other purposes than its own production, the Seller shall be released from liability under the warranty and/or guarantee and from liability for the negative consequences of using the product.

- 3.2. The Seller guarantees to the Buyer that the quality of titanium dioxide is in accordance with the factory standard of Z.Ch. "POLICE" SA marked with the symbol: ZN-ZChP-435:2016 "Inorganic pigments. TYTANPOL®. Titanium dioxide" and the detailed grade requirements set out in the Technical Specification and in the Material Safety Data Sheet available on the Seller's website (www.tytanpol.com).
- 3.3. For each purchased batch of titanium dioxide, the Seller shall issue and send to the Buyer a Quality Control Certificate following the assessment of compliance of the parameters guaranteed for the respective titanium dioxide batch with the requirements set out in the Technical Specification.

## Article 4 PRE-SALE ARRANGEMENTS

- 4.1. The terms of sale (i.e. product, packaging, net price, quantity, payment terms, discounts) shall be agreed and confirmed in writing by both Parties.
- 4.2. The terms of sale shall be confirmed by email in the form of acceptance by both Parties.
- 4.3. The confirmed terms of sale are fixed and shall apply invariably throughout the quarter, unless the Parties agree otherwise.

## Article 5 ORDER

- 5.1. TYTANPOL® titanium dioxide shall be sold on the basis of individual orders placed with the Seller by the Buyer in writing (fax, e-mail, e-commerce).
- 5.2. An individual order may be placed only by the Buyer's authorized representatives. An individual order shall contain the following information:
  - a) address of the Buyer
  - b) Tax Identification Number of the Buyer:
  - c) titanium dioxide grade
  - d) titanium dioxide quantity
  - e) terms of delivery in accordance with Incoterms 2010
  - f) type of packaging
  - g) shipping address
  - h) terms of payment.
- 5.3. An individual order shall be confirmed in writing (fax, e-mail, e-commerce) usually within 24 hours of receiving the order and shall be tantamount to entering into the Contract for sale of titanium dioxide, as specified in the order.
- 5.4. The date of performance of the Contract is deemed to be the date of release of each subsequent batch of titanium dioxide from the Seller's warehouse to the Buyer or to the Carrier.
- 5.5. The Seller authorizes the sales office employees to confirm individual orders.

## Article 6 PAYMENTS

- 6.1. Based on the assessment of the Buyer's financial standing, the Seller shall unilaterally determine the trade credit limit, which will be communicated to the Buyer electronically.
- 6.2. The Buyer undertakes to pay the amount due for the titanium dioxide by a bank transfer to the Seller's bank account indicated on the invoice within the time limit prescribed on the invoice.
- 6.3. The payment date shall be the date on which the amount due is credited to the Seller's bank account.
- 6.4. In the event of a delay in payment, the Seller shall charge the Buyer with late payment interest at the statutory rates applicable to trade transactions.

- 6.5 A Party shall immediately notify the other Party of any significant changes in the form of their business and provide, at the request of the other Party, documents indicating its current financial standing. In particular, either Party shall immediately notify the other Party about filing for bankruptcy or arrears to the Social Insurance Institution or tax authorities.
- 6.6 In the absence of payment for the goods delivered, subsequent deliveries of titanium dioxide shall be suspended until the arrears are settled.

## Article 7 COMPLAINTS

- 7.1 The guarantee and the warranty shall cover a period of one calendar year from the Product sale date.
- 7.2 Any complaints or claims originating from or arising in connection with the performance of these General Terms and Conditions of Sale shall be submitted to the Seller by the Buyer in writing:
- no later than two weeks from the date of detecting a quality defect in the Product.
  - within 2 business days in the event of a quantity complaint or damage in transit. The report on non-compliance / differences should be certified by the Carrier.
- 7.3 The Product shall be stored in accordance with the Factory Standard ZN-ZChP 435:2016, available on the Seller's website ([www.tytanpol.com](http://www.tytanpol.com)).
- 7.4 By becoming familiar with these General Terms and Conditions of Sale, the Parties at the same time declare that they are familiar with the provisions of the Factory Standard ZN-ZChP 435:2016.
- 7.5 Storage of the Product in accordance with the Factory Standard ZN-ZChP 435:2016 is a prerequisite for maintaining the warranty and/or guarantee and considering a complaint, if any. The burden of proof of compliance with the requirements of the Factory Standard relating to storage conditions shall lie with the Buyer.
- 7.6 The Seller shall not be responsible for the consequences of using the Product contrary to its intended use.

## Article 8 MISCELLANEOUS

- 8.1 The Parties shall not be financially liable towards each other if, for reasons beyond their control, such as: natural disasters, fires, floods, wars, sabotage, accidents, labour disputes (strikes), production plant failures, etc., the performance of this Agreement is partially or fully suspended or delayed. Either Party shall notify the other Party of the occurrence of the above-mentioned events in writing or electronically immediately, however not later than within 14 days from the day of any such event. Failure to provide the notification shall result in the Party not being able to waive its obligations under the Contract.
- 8.2 The trade terms agreed between the Parties shall constitute a trade secret of the Seller and the Buyer.
- 8.3 The Seller informs that it is a public company and that the information regarding it, which has not been disclosed to the public, may constitute confidential information within the meaning of the law i.e. the Act of 29 July 2005 on trading in financial instruments. Unlawful disclosure or use of such information by making it public as well as recommending or soliciting the purchase or sale of financial instruments to which such information pertains may result in criminal liability as provided for in the Act of 29 July 2005 on trading in financial instruments.
- 8.4 The Buyer undertakes to inform all the persons having access to confidential information arising from the trade terms agreed between the Parties about the obligation to keep it secret and about the legal consequences of disclosing confidential information i.e. civil and criminal liability.
- 8.5 While performing its obligations under the Contract, the Buyer undertakes to comply with all the principles set out in the Code of Conduct for Business Partners. The Code is available at:

<https://zchpolice.grupaazoty.com/spolka/zarzadzanie-zgodnoscia-compliance/kodeks-postepowania-dla-partnerow-biznesowych>

- 8.6 Either Party agrees that the remuneration paid (in whole or in part) by the other Party in connection with the performance of the Contract shall not be used to finance any monetary or non-monetary benefits of a corrupt nature.
- 8.7 Either Party undertakes to support each other in the process of detecting and combating corruption and shall immediately inform the other Party as soon as it becomes aware or reasonably suspects that there has been a case of corruption in connection with the performance of the Contract.
- 8.9 The Seller may terminate the Contract with immediate effect when they become aware that the Buyer is in breach of any of the obligations set out in Clauses 8.5. - 8.7. above.
- 8.10 The Buyer undertakes to become familiar with the information required under the law on protection of personal data, available at <http://zchpolice.grupaazoty.com/ochrona-danych.html>

## Article 9 FINAL PROVISIONS

- 9.1 With regard to the matters not provided for in the Contract or in the General Terms and Conditions of Sale, the respective provisions of the Civil Code shall apply.
- 9.2 Any disputes between the Parties not settled by way of amicable negotiations or mutual arrangements shall be resolved by the court competent for the Seller. The Seller declares that they have the status of a large enterprise within the meaning of the Act of 08/03/2013 on preventing excessive delays in commercial transactions.