

General Terms and Conditions of Sale of Unicell International Sp. z o.o. with its registered office in Wasilków effective from 02.11.2022

§ 1. General Provisions

1. The General Terms and Conditions of Sale (hereinafter referred to as GTCs) define the rights and obligations of the parties to contracts for the sale of Goods in which Unicell International Spółka z o.o. is a selling party.
2. GTCs constitute an integral part of all sales contracts concluded with Unicell International Sp. z o.o., however, in a situation where the parties have agreed on their rights and obligations in the form of a separate, written agreement, the provisions of such a written agreement shall apply in the first place, and the provisions of these GTCs shall apply only to the extent not regulated therein.
3. The Buyer shall read the provisions of these GTCs before the final agreement of all essential elements of the contract, and at the latest, at the time of signing the contract (if it was made in writing) or at the latest at the time of signing the invoice or proof of delivery of the Goods. The GTCs are generally available at [www.unicell.pl](http://www.unicell.pl) and at the registered office of Unicell International Sp. z o.o.
4. In the event that the Buyer is in permanent trade relations with Unicell International Sp. z o.o., then the Buyer's acceptance of the GTCs in one transaction, provided that the Buyer does not express any reservations, shall mean an acceptance of the application of these GTCs in all the other sales contracts made between the Parties.

§ 2. Prices

1. Offers, publicity and other advertisements regarding the goods from the commercial offer of Unicell International Sp. z o.o. shall be for information purposes only.
2. The prices specified in the price lists sent to or otherwise received by the counterparty shall be binding until a new price list is issued. VAT shall be added to the prices given in the price lists.
3. In addition, the Seller states that the prices specified in the price lists are the prices adopted for the sale to large recipients, in wholesale packaging. In the case of sale in non-wholesale quantities, causing, among others, the need to unpack collective packaging, the prices specified in the price lists may be increased by handling costs.

§ 3 Orders

1. The condition for the conclusion of the contract is the submission of a written order by the Buyer. A written acknowledgement of order by Unicell International Sp. z o.o. shall each time be issued at the customer's request.
2. An order submitted by e-mail and signed by a person(s) authorised to represent the Buyer together with the Buyer's data for the purpose of identifying the entity shall be considered a properly placed order.
3. Before fulfilling the first order, the Seller shall verify the Buyer's data in the Central Register and Information on Economic Activity (<https://prod.ceidg.gov.pl/ceidg.cms.engine/>) or on the website of the Ministry of Justice (<https://ekrs.ms.gov.pl/web/wyszukiwarka-krs/strona-glowna/>).
4. Unicell International Sp. z o.o. shall accept orders 5 days a week, provided that orders placed after 12:00 p.m. are considered placed on the next business day.
5. Cancellation or changes to the order may be made only on the day of its submission until 12:00 p.m. and in the case of orders placed after 12:00 p.m., until 8:00 a.m. the next day.

§ 4 Delivery of Goods

1. The Goods being the subject of the contract may only be released to the Buyer's representative holding a written authorisation to collect the Goods, issued by a person authorised to represent the Buyer, bearing the company stamp. In a situation where the aforementioned representative has already collected the Goods on behalf of the Buyer, it is assumed that he/she is also authorised to collect each subsequent batch of Goods, also from another transaction, unless the Seller is notified in writing about the authorisation having been revoked.
2. Upon receipt of the Goods, the risk of accidental loss of or damage to the Goods shall pass to the Buyer.
3. In the event that Unicell International Sp. z o.o. provides transport of the Goods ordered, the Goods shall be handed over at the place indicated by the Buyer and the unloading shall be handled by the Buyer. The Buyer shall be responsible for and bear the costs of the unloading. Upon commencement of unloading, the risk of accidental loss of or damage to the Goods shall pass to the Buyer. Before the commencement of unloading, the Buyer should sign appropriate acceptance documents, which is a condition for the release of the subject of the contract.
4. The person collecting the Goods on behalf of the Buyer shall check whether the Goods have been loaded correctly and completely, collect a set of documents related to the transport and be familiar with the provisions governing

the conditions of carriage of dangerous goods by road (ADR).

5. In the event of a discrepancy in the delivery or damage to the Goods, the Buyer shall immediately notify the transport company that delivered the Goods and the Seller. As a confirmation of non-compliance, a non-compliance report should be drawn up and signed by a representative of the Buyer and the transport company.

#### § 5 Transport, Delivery Dates

1. Unicell International Sp. z o.o. provides free delivery (without unloading) to one unloading place specified by the Buyer on the territory of Poland only in the case of orders with a minimum value provided for in the contract or offer submitted to the Buyer.
2. The Buyer providing the vehicle on the day (date, time) that is inconsistent with the acknowledgement of order may result in downtime. The cost of downtime shall be covered by the Buyer.
3. In the event that Unicell International Sp. z o.o. provides transport, the carrier shall have the right to refuse to arrive to the place of unloading when there is a risk of damage to the Goods or the means of transport. In such a situation, the carrier may require the Buyer to provide a written statement on assuming full legal and material liability for any damage to the carrier or for damage to the Goods transported. In the event of the Buyer's refusal to issue the aforementioned statement, the Goods shall be considered to have reached the place specified, in time.
4. If Unicell International Sp. z o.o. is unable to perform as a result of force majeure, the Buyer shall not be entitled to any claims for compensation for damage resulting from non-performance or untimely performance of the contract. Unicell International Sp. z o.o. shall immediately notify the Buyer about the events that caused its inability to perform the delivery. Events referred to as force majeure shall include but not be limited to disruptions in the functioning of the production plant, restrictions caused by the order of the authorities, natural disaster, strikes, roadblocks, etc., not caused by Unicell International Sp. z o.o.

#### § 6. Terms of Payment

1. The Buyer shall pay the price within the time limit specified in the contract or on the invoice.
2. The Seller shall issue a VAT invoice with respect to the transaction.
3. In the event that the Goods are delivered in returnable packaging, the Buyer shall be charged with the costs of returnable packaging.
4. The date of payment shall be the date when an appropriate amount is credited to the bank account of Unicell International Sp. z o.o..
5. Submitting a complaint as to the quantity or quality of the Goods shall not give the Buyer the right to refrain from payment for the Goods that have not been delivered or whose quality is questioned.

#### § 7. Performance Bond

1. On the basis of the application for a trade credit, Unicell International Sp. z o.o. shall determine the amount of the trade credit and the form of credit collateral. The type of collateral affects the amount of the trade credit limit granted. When considering an application for a trade credit, Unicell International Sp. z o.o. shall have the right to require the Buyer to provide documents confirming its current financial situation. The procedure for granting a trade credit shall apply accordingly in the event of the Buyer's application for an increase in the trade credit limit. Unicell International Sp. z o.o. shall treat all information as confidential.
2. In the event of material circumstances, such as delays in payments, the risk of bankruptcy of the counterparty, or a discovery by Unicell International Sp. z o.o. of any acts to its detriment, the Seller shall have the right to change the amount (also, to a full withdrawal) of the trade credit granted to the Buyer and the date for payment specified on the invoices.
3. In the event that the Buyer exceeds the trade credit limit (if a trade credit is not granted or if the delay in payment of any of the VAT invoices exceeds 5 days), any claims of Unicell International Sp. z o.o. for payment of the price for the Goods sold and ordered shall immediately become due and payable, if the Buyer fails to pay the amount appropriate to maintain the trade credit limit or to pay all amounts arising from the due VAT invoices upon the expiry of the additional period granted in the request.
4. In the case referred to in paragraph 3, Unicell International Sp. z o.o. shall have the right to suspend the fulfillment of any subsequent orders without being held liable for improper performance of the contract.
5. Unicell International Sp. z o.o. shall have the right to make the sale conditional on the Buyer paying a certain amount as an advance towards the Goods purchased.
6. In particularly justified cases, when between the conclusion of the contract and the release of the Goods, Unicell International Sp. z o.o. has a reasonable doubt as to the Buyer's ability to pay the full price for the Goods within

the deadline, Unicell International Sp. z o.o. shall have the right to make the release of the Goods conditional on the payment of a certain part of the amount due before the payment date set on the invoice, and even before the release of the Goods.

#### § 8. Warranty and Guarantee

1. Unicell International Sp. z o.o. shall be liable under the warranty only on the terms set out in these GTCs. Any further liability under the warranty shall be excluded.
2. In order to maintain the rights under the warranty, the Buyer shall, immediately after receipt of the Goods being the subject of the contract (but not later than within 2 days from the date of receipt of the Goods), examine them for compliance with the quantity and type specified in the contract or on the invoice as well as their quality.
3. To the extent technically feasible and at all times in the event of apparent non-compliances (e.g. visible damage to the Goods), the inspection of the quantity of the Goods should take place in the presence of a representative of the transport company and a non-compliance report signed by the Buyer and the representative of the transport company should be drawn up.
4. The Buyer shall exercise the utmost care during the receipt of the Goods and the utmost care during the quality control thereof. If it has the technical capabilities to check the quality of the Goods, it should take steps to verify the quality. This applies in particular to chemical raw materials, semi-finished products and other goods not intended for direct retail sale.
5. In the event of detecting any defects in the Goods being the subject of the contract, the Buyer shall notify Unicell International Sp. z o.o. thereof immediately in writing, but not later than within 5 days from the date of their detection. Any late complaints shall not be considered. In order to meet the complaint deadline, it is necessary to send a notification to Unicell International Sp. z o.o. by fax and at the same time by registered mail before the expiry of this deadline.
6. Any hidden defects that may appear only during the performance of work using the Goods being the subject of this transaction should be reported to Unicell International Sp. z o.o. within 7 days from the date of their detection.
7. In the event of reporting any defects in the Goods being the subject of the contract, the Buyer shall make the contested Goods available for examination by a representative of Unicell International Sp. z o.o. (also in a situation where they have already been partially used to perform specific work) in order to determine the legitimacy of the complaint as well as to determine whether the contested Goods were used in accordance with their intended purpose, in particular in accordance with the information contained in the technical data sheets of the products.
8. After the representative of Unicell International Sp. z o.o. has examined the contested Goods, an appropriate report shall be drawn up in which the representative of Unicell International Sp. z o.o. provides his/her comments, in particular whether he/she accepts the complaint, and if so, to what extent. The Buyer's representative should also sign the report, providing his/her comments, if any, on the legitimacy of the result of the inspection conducted by the representative of Unicell International Sp. z o.o.
9. In the event that the complaint has been found justified, Unicell International Sp. z o.o. may, at its discretion:
  - reduce the price in proportion to the value of the defect found, if, despite the defect, the Goods are fit for use;
  - replace the defective Goods with Goods free from defects, at the expense and risk of Unicell International Sp. z o.o.
10. The Buyer shall take all possible actions to minimise damage, if any, related to the use of defective Goods. This shall apply to the suspension of the sale or use of the Goods until the issue of the complaint is clarified by the Seller. In the event of failure to take such actions, with respect to the damage that could have been reduced if the Buyer had taken certain actions, Unicell International Sp. z o.o. shall not bear any liability.
11. Unicell International Sp. z o.o. shall deliver to the Buyer the Goods free from defects in reasonable time, depending on the capabilities of Unicell International Sp. z o.o. and the needs of the Buyer.
12. Unicell International Sp. z o.o., regardless of the warranty rights, may provide the Buyer with a guarantee for the Goods sold. The guarantee period shall be counted from the date of sale. The terms of the guarantee, if any, shall arise from the content of a separate statement submitted by Unicell International Sp. z o.o. only in writing.

#### § 9. Liability and Withdrawal from the Fulfilment of Order

1. If the Goods being the subject of the contract are not collected for reasons attributable to the Buyer, Unicell International Sp. z o.o., after providing the Buyer with an additional period of at least 7 days to collect the Goods, may withdraw from the contract in the part concerning the sale of the Goods that have not been collected.
2. In the event of a delay in the receipt of the Goods by the Buyer, Unicell International Sp. z o.o. shall have the right to demand the Buyer to pay a contractual penalty in the amount of 0.4% of the net value of the Goods that have

not been collected, for each day exceeding the 7th day of delay. In addition, Unicell International Sp. z o.o. shall have the right to claim compensation in excess the amount of the contractual penalty.

3. In the event of withdrawal from the contract by Unicell International Sp. z o.o. for the reasons described in paragraph 1, Unicell International Sp. z o.o. shall have the right to demand payment of a contractual penalty from the Buyer in the amount of 15% of the value of the Goods for which Unicell International Sp. z o.o. withdrew from the contract. In addition, Unicell International Sp. z o.o. shall have the right to claim compensation in excess of the amount of the contractual penalty.

#### §10. Final Provisions

1. The provisions of these general terms and conditions shall apply to all sales and delivery contracts concluded by Unicell International Sp. z o.o. It is unacceptable for the Buyer to invoke ignorance of these terms and conditions after signing the contract, order or agreement on the terms of delivery.
2. The Buyer shall immediately notify Unicell International Sp. z o.o. in writing of any change of the registered office or place of residence and address for the service of correspondence. Lack of notification means that service made to the address previously provided shall be considered effective.
3. In matters not covered by the contract and these terms and conditions, the applicable provisions of the Civil Code shall apply. Any disputes arising in the implementation of this Agreement shall be settled by a common court having jurisdiction over the registered office of Unicell International Sp. z o.o. Any changes contrary to the provisions of these general terms and conditions should be confirmed with a signature in order to be valid.