

## Certified Technical Distributor

### Dow Quality Bond™

#### GENERAL TERMS OF SALES AND DELIVERY

by Proventuss Polska Sp. z o.o.

##### 1. General Provisions

**1.1.** These "General Sales Conditions" (hereinafter the "General Conditions") shall apply to all offers and/or agreements executed by and between Proventuss Polska Sp. z o.o. (hereinafter the "Seller") and its clients who are not consumers within the meaning of Article 22<sup>1</sup> of the Polish Civil Code (hereinafter the "Buyer", collectively the "Parties").

**1.2.** The Buyer's acceptance of these General Conditions when placing one (1) order shall mean, in absence of any reservations to the contrary, acceptance of their application to all other orders and agreements concerning the Goods made between the Parties.

##### 2. Orders

**2.1.** Catalogues, price lists and other advertising materials are for information purposes only and shall not be regarded as an offer within the meaning of the Polish Civil Code.

**2.2.** The Seller agrees to deliver the Goods on a basis of an offer made to the Buyer and as specified in the received order. Should order processing conditions change, the Seller agrees to immediately notify the Buyer accordingly.

**2.3.** The Seller confirms the acceptance of the order for execution by sending an order confirmation to the Buyer.

**2.4.** The Seller agrees to deliver to the Buyer all necessary documents, including without limitation certificates, datasheets and any other documents required for the Goods concerned.

**2.5.** The Seller agrees to deliver good quality Goods free from defects, also legal defects.

##### 3. Buyer's specific obligations

**3.1.** The Buyer shall be obliged to read all information materials supplied by the Seller, in particular datasheets, safety data sheets (MSDS), user manuals, storage, transport and utilisation instructions. In addition, the Buyer shall communicate the aforementioned information to its employees, suppliers and clients and take measures to ensure safety of health and life, property and the environment.

**3.2.** Buyer's failure to meet the requirements referred to in 3.1 may give rise to the Seller's withdrawal from the order.

**3.3.** In the event of any damage caused by the Buyer's failure to meet the requirements referred to in 3.1, the Buyer shall bear the financial liability for the loss caused.

##### 4. Liability for defective deliveries

**4.1.** The Buyer shall check the received Goods immediately after delivery in the presence of the carrier's representative. Any reservations as to the delivered Goods shall be substantiated in transport documents and communicated in writing to the Seller immediately after the receipt of Goods.

**4.2.** Each acceptance of Goods confirmed with the signature of the Buyer's representative without reservations relating to order processing, and

the use of the delivered Goods, shall result in their unconditional acceptance and the Buyer's waiver of any claims related to the delivered Goods.

##### 5. The passing of risk

**5.1.** Upon delivery of Goods, the risk of accidental loss of or damage to the Goods shall pass onto the Buyer.

**5.2.** In the event of personal collection, the above risk passes upon the Buyer upon taking delivery of the Goods from the Seller's warehouse, also by a forwarder or a carrier.

**5.3.** If the collection of Goods is late for reasons attributable to the Buyer, the above risk passes onto the Buyer at the date when the Goods are ready for shipment.

##### 6. Reservation of title

**6.1.** The Seller reserves the title to the Goods sold until the Buyer has paid the full price. The Buyer shall bear the risk of loss of or damage to Goods since their acceptance.

**6.2.** If the Buyer is in arrears with payment for the Goods, the Buyer shall be obliged, at the Seller's demand, to immediately and unconditionally return the Goods. The Buyer shall bear the cost of return of the Goods to the Seller.

**6.3.** In the event of transfer of a title to the Goods to a third party before the payment of total price for the Goods to the Seller, the Seller shall have priority to satisfy its claims from such sum. The above shall not affect the Buyer's personal liability toward the Seller for the payment of total price.

##### 7. Prices and conditions of delivery

**7.1.** Unless the Parties have agreed otherwise, all deliveries are made from the Seller's warehouse. The Buyer may collect goods personally from the Seller's warehouse. Lack of information in the content of the order that the Buyer will be responsible for picking up the Goods, authorizes the Seller to deliver via the forwarding company cooperating with the Seller.

**7.2.** If the Buyer chooses a delivery option via a forwarding company cooperating with the Seller, the Seller is not liable in the event of any delays in delivery caused by the forwarding company.

**7.3.** In the case indicated in point 7.2. the delivery of the goods is carried out at the expense of the Seller in the event that the value of the order is not less than PLN 1,000.00 (net). If the value of such order is less than PLN 1,000.00 (net), the Goods are delivered at the Buyer's cost.

**7.4.** The cost of transport for orders below PLN 1,000.00 (net) shall be:

- a) transport of Goods on a palette – PLN 100.00/palette
- b) transport of Goods in a carton – PLN 18.00 (net)/ carton.
- c) Transport of goods classified as ADR and gross weight up-to 40 kg – 40.00 PLN (net)

**7.5.** The minimum size of order shall be one (1) carton. Other orders must be the multiple of the minimum order. Goods could be dispatched in quantities smaller than minimum order size after applying an extra fee of 10,00 PLN (net).

**7.6.** Unless the Parties have agreed otherwise, the delivery time planned by forwarding company shall be 48 hours and shall begin at 4.00 p.m. on the day when the order is placed. Saturdays, Sundays and other statutory holidays shall be excluded from the delivery time. Orders must be placed on business days, Monday to Friday, by:

- 2:00 p.m. – for messenger service
- 3:30 p.m. – for palette shipments

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Orders received later than above shall result in extension of the delivery time by one (1) business day. In special cases, the delivery date may be extended, which the Buyer will be immediately informed.

**7.7.** Personal collection is possible on business days, Monday to Friday, 8:30 a.m. to 3:00 p.m., from the Seller's warehouse situated in: LOXX Sp. z o.o., ul. Staniewicka 5, 03-310 Warsaw.

**7.8.** The Seller reserves the right to suspend or delay order processing for reasons beyond the Seller's reasonable control, in particular due to delays in deliveries by the Seller's suppliers. In such circumstances, the Seller agrees to notify the Buyer of the situation immediately.

**7.9.** Force majeure events, strike, disruption in energy supply, serious failure or other circumstances beyond the Seller's reasonable control that cause a delay or suspension of Goods delivery shall not give rise to the Buyer's claims with respect to failure to perform or undue performance of the agreement.

**7.10.** The Seller reserves the right to notify the Buyer of price changes in writing at any time before Goods delivery to the Buyer if there is any increase in cost or price of the Goods caused in particular by the following: change in FX rates, customs and taxes, commodity prices as well as cost of labour or transport.

**7.11.** If the Buyer considers the increases as irrational, the Buyer shall be entitled to formally object in writing within 24 hours. In such event, the Seller may either process the Order on the previous conditions or cancel it, notifying the Buyer in writing accordingly.

**7.12.** The acceptance of Goods by the Buyer shall be tantamount to acceptance of new prices.

#### 8. Payments

**8.1.** The method, conditions and date of payment shall be agreed separately in agreements between the Seller and the Buyer.

**8.2.** The payment date shall be the date when the Seller's bank account has been credited.

**8.3.** Failure to pay the amounts due within the deadline provided in the invoice shall result in suspension of the processing of successive Buyer's orders. The Seller shall notify the Buyer of the suspended order immediately. The suspension of the order for failure to pay the amounts due shall release the Seller from any liability for untimely delivery of Goods or withdrawal from the order.

**8.4.** The Seller reserves the right to transfer, without further notification to the Buyer, all unpaid invoices to COFACE debt collector for collection of the amounts outstanding. The collection is conducted under an agreement made between COFACE and the Seller, in accordance with COFACE's internal procedures.

#### 9. Return of goods

**9.1** The Buyer shall be entitled to return goods subject to the following conditions:

**9.1.1** The return of the goods is possible only after the written consent of the Seller.

**9.1.2** The goods may be returned no later than within 30 days after purchase. However, the expiry date of the goods at return shall not be shorter than 60 days.

**9.1.3** The return procedure shall apply only to undamaged goods in original collective packaging.

**9.1.4** Before returning the goods the Buyer shall notify the Seller in writing about the intention to return the goods. The information about the return of goods should contain the following data: goods name, product colour, goods quantity, number of invoice documenting the purchase of

the goods by the Buyer, and product batch number.

**9.2** The return procedure shall not apply to single pieces of goods except goods sold in barrels.

**9.3** Goods are returned at the expense of the Buyer.

**9.4** Where the Buyer refuses to accept the ordered goods, the Seller shall be entitled to charge the Buyer with the cost of transport related to shipment and return of goods to the warehouse.

#### 10. Guarantee and warranty

**10.1** Goods to be sold are covered by guarantee on terms defined by the manufacturer.

**10.2** Liability for warranty for physical defects of the Goods is hereby excluded.

**10.3** In the event of Buyer's reservations as to: goods' quantity, quality and the processing of order, the Buyer may lodge a written complaint.

**10.4** Such complaint should include in particular:

**10.4.1** Name of goods being the subject matter of the complaint, type, colour and kind of packaging,

**10.4.2** Batch number and expiry date,

**10.4.3** Quantity (pcs) of the goods being the subject matter of the complaint,

**10.4.4** Date of purchase and invoice number,

**10.4.5** Description of the problem and description of application (temperature, humidity, conditions, etc.).

**10.4.6** Any additional information which the Buyer deems relevant for proper complaint processing.

**10.4.7** Moreover, the Buyer shall deliver to the Seller a sample of the goods being the subject matter of the complaint.

**10.5** All complaints about product (goods) quality are forwarded to the manufacturer.

**10.6** The Seller agrees, within 8 weeks of receipt of the complaint, to notify the Buyer how the complaint was processed.

#### 11. Final considerations

**11.1** The law governing the General Conditions as well as agreements between the Parties shall be the law of Poland. The Polish Civil Code shall apply to matters not governed herein.

**11.2** Any and all deviations from the General Conditions shall be made in writing, or else shall be null and void. In the case of discrepancies between these General Conditions and the conditions of an agreement between the Parties, the selling conditions agreed contractually by the Parties shall prevail.

**11.3** The Parties shall seek to resolve any disputes under the agreements covered by these General Conditions amicably. If no amicable resolution is reached, the court competent for the dispute shall be the court having jurisdiction over the Seller's registered office.

Warsaw 1<sup>st</sup> September 2018

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