

## **POLMIX GENERAL CONDITIONS OF SALE AND DELIVERY (V. 2024:1)**

### **1. GENERAL**

- 1.1 These General Terms and Conditions of Sale and Delivery (the “GTC”) exclusively apply to all supplies of goods or services provided by any company within POLMIX (“Seller”), unless expressly stated otherwise in writing by Seller in an offer, order confirmation, or other signed contract with its customers (“Buyer”). These GTC take precedence over and exclude the application of any conflicting or deviating terms or conditions of the Buyer.
- 1.2 The contracting party for Seller is the company within POLMIX that confirmed the Buyer’s order, entered into the agreement, or delivered the goods or services. If more than one POLMIX company is involved, the company delivering the goods or service is the contracting party.
- 1.3 No waiver or modification of any provision of these GTC is binding unless agreed in writing by an authorized Seller representative.
- 1.4 Seller reserves the right to update the GTC at any time. Buyer agrees that such revisions are binding 30 days after publication on Seller’s webpage for orders submitted after this period. Previous GTC versions apply to already delivered goods.

### **2. OFFER AND ACCEPTANCE**

- 2.1 An agreement is legally binding when Seller sends a written or electronic order confirmation. By submitting an order, Buyer agrees to these GTC unless otherwise explicitly agreed in writing. If an order is placed without prior reference to these GTC, Buyer is bound by these GTC upon receipt of Seller’s order confirmation unless objected to within five business days.
- 2.2 Conditions in any Buyer document that conflict with these GTC are not binding unless agreed in writing. Seller’s failure to object does not imply acceptance.

### **3. TECHNICAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS**

- 2.3 Specifications, measures, weights, prices, and other information in Seller’s catalogues or advertisements are invitations to treat and not offers.

2.4 If delivered goods infringe third-party rights, Seller will repossess the goods and refund the purchase price. Seller is not liable for damages unless the goods were sold for a particular purpose recommended by Seller.

2.5 If Seller is sued for infringement due to Buyer's specifications, Buyer will indemnify Seller against all damages and costs.

#### **4. DELIVERY**

4.1 Unless otherwise agreed, delivery is made FCA Seller's premises (INCOTERMS 2020). Seller may extend delivery times as needed and notify Buyer of the new delivery date.

4.2 If delivery is delayed beyond two weeks, Buyer may cancel the contract in writing within five days of notification, except in cases of force majeure or Buyer's actions.

4.3 In case of delays, Buyer's sole remedy is contract cancellation. Buyer is not entitled to damages for delivery delays.

4.4 If Buyer cannot take delivery on the agreed date, Buyer must notify Seller immediately. Seller will arrange storage at Buyer's risk and expense.

4.5 If Buyer fails to take delivery within a reasonable time, Seller may cancel the contract for undelivered goods and seek indemnity for losses.

4.6 Each delivery installment is considered an independent sale. Buyer cannot cancel other deliveries due to issues with a single installment.

#### **5. QUANTITY OF SHIPMENT**

5.1 Seller reserves the right to deliver quantities deviating from the agreed amount by up to 10% over 2,5 tons ordered, and 250 Kg below 2,5 tons ordered. Buyer pays for the actual quantity delivered.

#### **6. PAYMENT, RETENTION OF TITLE, ETC.**

6.1 Payment is due within 30 days of the invoice date, unless otherwise agreed in writing.

6.2 All prices exclude taxes, duties, and charges, which are payable by Buyer.

6.3 Seller may adjust prices due to changes in currency exchange rates, raw material prices, or taxes.

- 6.4 If Buyer fails to pay on time, Seller may suspend deliveries and require the return of unpaid goods. Penalty interest of 2% per month applies to overdue amounts.
- 6.5 If payment is overdue by 60 days, Seller may cancel the contract and seek indemnity for losses.
- 6.6 Seller may demand security or cancel the contract if Buyer's financial status is uncertain. Delivered goods remain Seller's property until fully paid, though Buyer assumes risk after delivery.

## **7. LIABILITY FOR DEFECTS IN THE GOODS**

- 7.1 Seller delivers goods conforming to the order specifications. Material deviations are considered defects.
- 7.2 Seller's liability for defects is limited to defects attributable to Seller's production. Liability does not cover defects due to Buyer's materials, misuse, failure to comply with regulations, transport damage, improper maintenance, or normal wear.
- 7.3 Buyer must inspect goods upon delivery and notify Seller of visible defects within seven days. Other defects must be reported within 3 days of discovery, and in any case within the expiration date of the product. Seller's liability is limited to three months from delivery.
- 7.4 If defects are reported on time, Seller may replace, repair, or refund the goods at Seller's discretion, following a check of the Seller quality department. Buyer may not claim anything else, waiving the right to terminate the contract and/or any compensation of indemnity
- 7.5 Transportation costs for replacement or repair are at Seller's expense.
- 7.6 Seller's liability for defects is limited to the remedies stated in this clause.

## **8. LIMITATION OF LIABILITY AND INDEMNITY**

- 8.1 Except as stated in Clause 7.1, Seller disclaims all warranties to the maximum extent permitted by law.
- 8.2 Seller is not liable for indirect, incidental, or consequential damages. Seller's total liability is limited to the purchase price of the goods.
- 8.3 Buyer indemnifies Seller against claims arising from the use or misuse of the goods.

## **9. FORCE MAJEURE**

9.1 Parties are relieved of liability for obligations prevented by force majeure until the obstacle is removed. If it persists for over three months, either party may terminate the contract.

9.2 Force majeure includes natural disasters, strikes, war, government actions, and other events beyond a party's control.

## **10. CONFIDENTIALITY**

10.1 Buyer must keep confidential any technical, commercial, or other information from Seller unless it is public knowledge.

## **11. MISCELLANEOUS**

11.1 Invalid provisions do not affect the validity of the remaining GTC.

11.2 Necessary modifications to make provisions legal will be applied.

11.3 Buyer cannot assign rights or obligations without Seller's consent. Seller may assign rights within the POLMIX Group.

## **12. GOVERNING LAW AND DISPUTES**

12.1 These GTC and related contracts are governed by the laws of Seller's principal place of business.

12.2 The UN Convention on International Sale of Goods applies.

12.3 Disputes are resolved exclusively in the courts where Seller's principal place of business is located.

12.4 The prevailing party in enforcement actions is entitled to legal costs and attorney fees.