

General Sales Terms and Conditions of Omya Sp. z o.o.

I. Definitions

The following terms used herein shall have the following meaning:

- a) **“Customer”**: a natural person, a legal person or an unincorporated business unit that orders the Seller to supply the Products.
- b) **“General Terms and Conditions”**: these “General Sales Terms and Conditions of Omya Sp. z o.o.”
- c) **“Seller”**: Omya Sp. z o.o., ul. Krucza 16/22, 00-526 Warsaw.
- d) **“Products”**: goods and products offered by the Seller.
- e) **“Parties”**: the Customer and Seller.
- f) **“Agreement”**: an agreement concerning the supply or sale of or another activity related to the Products to be entered into as a result of the acceptance of the Customer's order by the Seller.
- g) **“Offer”**: a statement made in writing to the Buyer where the Seller defines a Product, packaging, a quantity of single delivery, terms of delivery and payment, and a price.

II. General provisions

1. These General Terms and Conditions set forth standard terms and conditions based on which the Seller supplies the Products to the Customer and apply to all Agreements, as an integral part thereof, unless otherwise agreed in writing.
2. These General Terms and Conditions are communicated to the Customer as an attachment to trading agreements or when the Customer submits an order. They are also available on the website www.omya.pl.
3. If the Customer has a permanent commercial relationship with the Seller, the acceptance of these General Terms and Conditions by the Customer for the purpose of one Agreement is deemed to be an acceptance hereof for the purpose of all other Agreements.
4. Unless otherwise agreed in writing, the Seller shall not be bound by any other sales terms and conditions or the Customer's reservations if contrary to these General Terms and Conditions, even if the Seller has not explicitly objected thereto.
5. No illegality, invalidity or unenforceability of any of the provisions hereof has an impact on the legality, validity or enforceability of the remaining regulations hereof.

III. Prices

1. Prices applicable to the Customer's orders are prices specified in the Seller's valid Offer, unless otherwise agreed in writing.
2. Prices do not include taxes, charges and customs imposed on a given transaction/delivery of the Products and all costs of loading, unloading, transport, insurance, etc. shall be charged in accordance with Incoterms specified in the Offer, unless otherwise agreed in writing.
3. Prices of the Products are based on current costs of materials, warehousing, transport, foreign exchange rates, applicable customs, labour costs, costs of materials, and other production costs. If the above price factors increase by more than five percent (5%) in the period before the order confirmation by the Seller and the actual delivery, the Seller reserves the right to correct the prices in order to reflect the changes.
4. Offers, advertisements and other announcements on the Products offered by the Seller are purely indicative.

IV. Orders

1. The order should be given in writing and should specify:
 - a) an exact name, address and tax identification number of the Customer,
 - b) Products ordered, packaging and quantity,
 - c) a delivery due date,
 - d) an exact delivery address.
2. The order should be stamped with a company stamp and signed by a person authorised to submit orders on the Customer's behalf. Before accepting any order, the Seller has the right to verify the above authorisation.
3. The Seller may accept any order fully or partially.
4. The Seller shall send to the Customer an order confirmation, including the confirmation of a quantity, product, delivery due date,

General Sales Terms and Conditions of Omya Sp. z o.o.

terms of payment and delivery, as well as the customer's data and a delivery place.

If the Customer does not make any reservations within 24 hours, the order shall be completed in accordance with the Seller's order confirmation.

V. Deliveries

1. The Products are delivered under terms and conditions set out in the Offer in accordance with Incoterms, unless otherwise agreed in writing.
2. The Seller shall meet the delivery due date only if it confirms that date in writing.
3. The Customer shall collect the Products ordered within the agreed deadline.
4. The Seller has the right to suspend the delivery of the Products if the Customer is late with payments due to the Seller, provided that this is without prejudice to the Seller's other rights hereunder or under any other agreement with the Customer. The Seller shall not be obliged to resume deliveries until the Customer pays all outstanding amounts, including all costs and interests.
5. If, despite of the Seller's commitment, the Seller fails to deliver the Products on the defined date, the Customer has the right to waive the whole or part of the order that has not been completed. The Customer acknowledges that the right of waiver is its exclusive and sole remedy and waives any and all other rights thereunder.
6. Any risks connected with a damage, destruction or accidental loss of the Products, as well as all benefits and burdens connected with the Products pass to the Customer on the day the Products are delivered to the Buyer in accordance with Incoterms.
7. If the Parties agree that the Products are delivered at the Seller's risk, the Customer shall thoroughly check the Products when they arrive. The Customer shall notify the Seller of any defects or shortages of the Products within 48 hours of their delivery.
8. The Seller is not liable for shortages of or defects in the Products delivered to the Customer if the Customer fails to collect the Products with due diligence as a result of which the Seller is not able to make a reasonable claim against the carrier of the Products due to their loss, damage or shortage.
9. The Seller is exempted from its obligation to deliver the Products on the originally agreed delivery due date and may postpone that date if there occur any circumstances which are beyond the Seller's control (Force Majeure) and prevent the Seller from the performance of the Agreement. The Seller may withdraw from the Agreement if those events make the performance of the Agreement impossible.
10. The Seller may refuse, decrease or suspend the delivery of the Products in order to rationally divide its inventories among the Customer and other customers if the Force Majeure events prevent the Seller from delivering all Products and completing all orders made by other customers. In that case, the Customer has the right to waive orders that have not been completed yet.
11. If the Seller is not able to fulfil its obligations, fully or partially, as a result of Force Majeure, the Customer shall not have the right to make any claims for repair of a damage arising from non-performance or untimely performance of the Agreement. The Seller shall immediately notify the Customer of all events that prevent the Seller from the performance of the Agreement.

VI. Complaints

1. All complaints related to the Products shall be made in writing.
2. Complaints should be sent to the offices of OMYA Sp. z o.o., ul. Krucza 16/22, 00-526 Warsaw.
3. If the Customer does not receive the Products within the agreed delivery deadline, they shall notify the Seller immediately, however not later than within 24 hours of the agreed delivery due date. Any complaints concerning the quantity of the Products shall be submitted within 48 hours of the receipt of the Products by the Customer.
4. Any complaints concerning the quality of the Products shall be submitted, together with a sample of the Products subject to the complaint, within 14 days of the receipt of the Products by the Customer.
5. To make an effective complaint concerning the quantity or damage of Products, the Customer shall make a relevant annotation on the damage on the bill of lading (the confirmation that the Products are missing or are damaged). The annotation on the bill of lading shall be signed by a driver that delivered the Products.
6. If the Seller accepts the quality complaint, it may replace the Products with new non-defective ones or accept the Products subject to the complaint back and refund the price thereof.
7. If the quantity complaint is found reasonable, the Seller may deliver the missing Products at its own expense or refund the price

General Sales Terms and Conditions of Omya Sp. z o.o.

paid by the Customer.

8. Until the complaint is finally resolved, the Customer shall store the Products subject to the complaint in the appropriate conditions preventing against Product damage or loss.
9. If the complaint is not submitted within the above time limits, the Customer shall not have the right to make any claims thereunder.
10. The Seller has the right not to satisfy the Customer's claims under the complaint until the Customer pays all amounts due to the Seller.

VII. Payments

1. The Customer shall pay the whole gross amount specified in the invoice within 1 day of the receipt of the invoice into the Seller's bank account specified in the invoice. If the invoice does not specify the account, the payment shall be transferred into an account kept with mBank S.A., account number:

PLN: 32 1140 2062 0000 5311 9200 1001

EUR: 05 1140 2062 0000 5311 9200 1002

USD: 75 1140 2062 0000 5311 9200 1003,

unless otherwise agreed in writing or the invoice specifies other terms of payment.

The payment due date specified in the invoice is counted as of the sales date specified in the invoice.

2. The Seller has the right to charge statutory interest for late payment.
3. The Customer shall not have the right to reduce, set-off or deduct any amounts they claim or may claim from the Seller from the Customer's receivables, unless otherwise agreed in writing.
4. The payment date is deemed to be the date on which amounts due are credited to the Seller's bank account.
5. If the complaint is made, the Customer shall not have the right to suspend payments for the Products, fully or partially.
6. If the Customer is late with payments, apart from the default interest, the Seller shall have the right to suspend the Products to be delivered on the basis of the Customer's orders that have not been completed yet.

VIII. Trademarks

As the Products delivered to the Customer by the Seller are subject to further processing (moved to another container, mixed, etc.), the Customer shall remove the Seller's trademarks (including in particular a brand, logo, etc.) from the Products. Any further use of those marks of the Seller is subject to the Seller's prior written consent.

IX. Confidentiality

For five years of the Agreement date, either Party shall keep confidential any and all information disclosed to them by the other Party in connection with the Agreement (including in particular information concerning prices, financial, market information, information about customers, data of employees, production and technical information, know-how), except for the information that:

- a) is a part of public domain and generally available, otherwise than as a result of non-performance or inadequate performance of the obligation hereunder;
- b) is received from a third party that is not subject to the confidentiality obligation towards the Contracting Party with regard to that information;
- c) must be disclosed by the receiving Party by law.

X. Notices

The Customer shall immediately notify the Seller in writing of any change of the Customer's registered office or place of residence and correspondence address. Otherwise, all notices delivered to addresses specified in the order or Agreements or other commercial arrangements are deemed to be effective.

XI. Liability

1. The Seller's liability under the Agreement may not exceed an invoiced price of the Products.
2. The Seller is not liable for loss of profit or income by the Customer.

General Sales Terms and Conditions of Omya Sp. z o.o.

3. The Seller is not liable for damages arising from inadequate use or storage of the Products by the Customer.

XII. Non-assignment

Without the other Party's prior written consent, neither Party has the right to assign, transfer or dispose of all or part of its rights, claims or obligations under the Agreement.

XIII. Withdrawal from the Agreement

The Seller has the right to terminate the Agreement with immediate effect subject to a written notice to the Customer if:

- a) the Customer does not fulfil its payment obligations on time;
- b) bankruptcy or restructuring proceedings have been initiated against the Customer;
- c) a liquidation petition has been filed against the Customer;
- d) a trustee has been appointed for the Customer;
- e) the Customer grossly violates its obligations under the Agreement or any other arrangement with the Seller.

XIV. Governing law. Jurisdiction

1. Agreements between the Seller and Customer are governed by Polish law.
2. The Parties shall aim at resolving all disputes arising from the performance of Agreements in an amicable way.
3. All disputes arising from the Agreement will be resolved by a common court having jurisdiction over the seat of the Seller.