

GENERAL PURCHASE TERMS CORTEX CHEMICALS LIMITED LIABILITY COMPANY

§ 1. Definitions

The terms used in these General Purchase Terms mean the following:

1. **Purchaser** – Cortex Chemicals limited liability company with its registered office in Tarnów at ul. Malczewskiego 8, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków – Śródmieście in Kraków, 12th Commercial Division under the number 0000203019, with the tax identification number NIP PL 9930245373 and the National Business Registry Number REGON 852479721;
2. **Seller** - any domestic or foreign entity (in particular a natural person, legal person or an organizational unit which is not a legal person whose any regulations grant legal capacity) that sells Goods to the Purchaser;
3. **Party** – Purchaser or Seller;
4. **GPT** – these General Purchase Terms of Cortex Chemicals limited liability company;
5. **Order** - a statement of the Purchaser addressed to the Seller, expressing the will to conclude a Contract and containing the essential provisions of the contract;
6. **Contract** - a contract for the sale of Goods concluded by the Parties in which Cortex Chemicals is the purchaser;
7. **Goods** - tangible goods being the subject of the Contract;
8. **Delivery** - delivery of Goods being the subject of the Contract to the Purchaser;
9. **Buyer's Customer** – a third party to whom the Customer divests the Good purchased under the Agreement;
10. **Document form** - a form of submitting a declaration of intent by e-mail or fax;
11. **Confidential Information** - all information about the Purchaser's company and business activity that the Seller may undertake in the course of negotiations, and in the case of the conclusion of the Contract - at or in connection with its implementation, regardless of the form in which it was provided and whether it was marked as „confidential” or not, in particular information on the principles and methods of conducting business operations by the Company (know-how), commercial information, information about clients and sources of supply of the Purchaser, the content of the Contract and other information being the secret of the Purchaser's company;
12. **Business days** – Monday to Friday, excluding public holidays.

§ 2. General Terms

1. GPT apply to all Contracts and constitute an integral part of each Order. The GPT delivered to the Seller apply to all subsequent Orders and Contracts concluded after their delivery without the need to refer to them and deliver them each time.
2. The parties may explicitly exclude in the Contract the application of all or particular provisions of the GPT. Such a reservation must be made in writing under pain of nullity. The exclusion of the GPT applies only to the Contract in which it was reserved and cannot be treated as binding for subsequent Contracts.

3. The Seller agrees to the priority use of the GPT over the general conditions of sale, regulations or other standard forms used by the Seller.
4. The provisions of the Contract shall take precedence over the provisions of the GPT.
5. Any printing, machine, calculation or other obvious errors that may appear in the Order or Contract do not cause any negative legal effects for the Purchaser.
6. If the Parties have a framework contract for the sale of Goods, which does not expressly exclude the GPT, it will apply to every Order placed by the Purchaser under a framework contract, without the need to always refer to them and deliver them to the Seller. The provisions of the previous sentence shall apply accordingly if the Parties are in stable economic relations.
7. Conclusion of the framework contract, confirmation of the Order acceptance or commencing its implementation constitutes the acceptance of the GPT.
8. GPT are in the form of a pdf file and are placed on the Purchaser's website <https://cortexch.com/en/our-offer/>, from where the Seller can download and print them. The GPT is provided by giving the website address of the GPT, or by sending the GPT in the form of a pdf file.

§ 3.

Order. Contract conclusion

1. The Purchaser places the Order in writing or in documentary form. The Purchaser ensures that the person placing the Order has the right to represent the Purchaser.
2. The order is valid for 3 Business days from its submission by the Purchaser, and after this time it expires, unless it was previously accepted by the Seller.
3. If the Goods are subject to additional fees or taxes resulting from legal provisions, the Seller is obliged to inform the Purchaser about this before accepting the Order, providing the expected value of the fee or tax, and in the case of Goods being excise goods - the CN code of the Goods. To the information referred to in the previous sentence, the provisions of point 6 shall apply accordingly.
4. The Seller confirms the acceptance of the Order for implementation in writing or in documentary form or by its implementation start. The Seller ensures that the person confirming the Order has the right to represent the Seller.
5. The contract is concluded as soon as the Purchaser receives the Seller's statement of acceptance of the order or, if there was no such statement, upon the Seller's start of the implementation of the Order.
6. Any change or addition to the Order constitutes a new offer. The Purchaser may accept the Seller's offer within 3 days of receiving it. No response within this period constitutes the rejection of the offer. In the scope of the GPT, the provisions of art. 681 and 682 of the Civil Code are not applicable.
7. The place of performance of the Agreement and fulfilment of all benefits resulting therefrom is determined by the Incoterms delivery base.
8. The Buyer acquires the Goods for further sale to the Buyer's Customer unless otherwise agreed in the Agreement.
9. In the case of Sellers who have their registered office outside the Republic of Poland, the language which the Parties will use in the performance of the Agreement shall be English. In particular, communication between the Parties will take place in this language and documents related to the Agreement will be prepared in this language.

§ 4.

Delivery Terms

1. Delivery of the Goods takes place under the conditions set out in the Contract, including the GPT.
2. The principles of incurring the costs of Delivery, insurance and packaging of the Goods are specified in the agreed Incoterms delivery base.

3. At the latest 7 days before the agreed date of Delivery, the Seller shall send the Purchaser a shipping advice containing the following information: Order number, method and expected date of Delivery, shipping specification along with the number, weight, size and contents of the packaging, together with all instructions necessary for a proper transport and unloading the Good as well as a Good analysis certificate.
4. Without prejudice to the provisions of point 3 in the case of own collection of the Goods by the Purchaser:
 - a) The Seller shall provide the Purchaser with information about the conditions to be met by the Purchaser or an entity acting on its behalf (including the carrier) to pick up the Goods, in particular vehicle characteristics, driver's rights, required documents, no later than 7 days before the planned date of delivery of the Goods.
 - b) The Purchaser sends the Seller at the least 1 day before the agreed date of Delivery, a shipping advice containing the following information: Order number, expected date of receipt of the Goods and vehicle data.
5. The Purchaser's employees responsible for organizing the own collections (logistics department) have the right to contact the Seller in order to determine the details of the collection.
6. The Seller is obliged to inform the Purchaser of any situation that may affect the punctual Delivery, which does not release the Seller from liability for the delay in Delivery.
7. Along with the Goods, the Seller shall provide the Purchaser with documents that enable the identification of the Delivery, the control of the quantity and quality of the Goods delivered and the correct collection, the storage and use of the Goods (hereinafter referred to as: **Delivery Documents**), in particular:
 - a. transport document,
 - b. delivery document containing the date and number of the Order, description of the type and quantity of the delivered Goods,
 - c. shipping specification along with the number, weight, size and contents of packaging,
 - d. written instructions for the driver in accordance with the requirements of ADR (if the Goods being the subject of the Delivery are subject to these provisions),
 - e. current quality specification and safety data sheet (SDS) in Polish of the Goods in the case of the first Delivery and each time if the Seller makes any changes to these documents (also, at the request of the Seller, the Buyer will provide him/her with information on the methods and standards one uses to determine the properties of the Goods),
 - f. material approvals, certificates of analysis, tests and approvals required by legal regulations in Poland and in the European Union, declarations of conformity and other documents confirming the quality of the Good,
 - g. instructions for the proper storage of the Goods, unless they are included in other Delivery Documents,
 - h. in the case of import - documents necessary for the application of preferential/reduced customs duties and other documents required in connection with import,
 - i. other documents agreed by the Parties or required by law.
8. If the Delivery Documents were not delivered, the Purchaser shall be entitled to refuse to collect the Goods and the Delivery shall be accepted as not performed due to reasons attributable to the Seller.
9. If no Delivery date has been set in the Agreement, the Delivery should be completed in full within three days of the conclusion of the Agreement.
10. Delivery before the agreed date can happen only with the prior consent of the Purchaser, provided that the payment date will be calculated from the delivery date specified in the Contract.
11. Delivery Date means the day on which the Goods are deemed to be delivered in accordance with the agreed Incoterms delivery base, provided they have been delivered in accordance with the Contract. For partly deliveries, the previous sentence shall apply accordingly.
12. The Purchaser's warehouse is open in Business days from 7:00 a.m. to 3:00 p.m., for Goods not requiring customs clearance, with subject to point 3. Goods that are subject to customs clearance should be delivered up to 10:00 a.m. to agreed customs agency.
13. The Seller is obliged to inform the persons he uses in the performance of the Contract about the obligation to comply with EHS regulations in force in the place of delivery. In the event of a failure to comply with these

- provisions, the Purchaser has the right to refuse the collection of the Goods. In this case, the Purchaser shall have the same rights like from a delay in the Delivery of the Goods for reasons attributable to the Seller
14. Delivery takes place on the basis of Incoterms rules in the latest version in force at the time of placing the Order, and if there was no Order - at the time of conclusion of the Contract. If the delivery base was not specified in the Contract, the DDP base applies.
 15. The goods should be delivered in customary packaging, protecting it during transport, and following any instructions of the Buyer or the carrier.
 16. Return of packaging requires a separate contract.
 17. In the case of Goods imported by the Buyer, the Seller is responsible for the proper preparation of documents necessary to carry out the procedure for admitting the Goods to trading in the customs territory of the European Union.
 18. If the Delivery is from the European Union, the Seller is obliged to fulfil all the requirements arising from the provisions of the European Union law, in particular in the field of INTRASTAT, value added tax and excise duty.
 19. The risk of loss of or damage to the Goods as well as the burdens and benefits associated with the Goods shall pass to the Purchaser at the moment when the Goods are deemed to be delivered in accordance with the agreed Incoterms delivery base, and when the Seller provides the Delivery Documents and other documents specified in the Contract. At the same time, the ownership of the Goods takes place.
 20. Changes to the Contract terms or consent referred to in this paragraph should be expressed in writing or in a documentary form under pain of nullity.

§ 5.

Price. Payment Terms

1. The price set in the Contract is unchangeable. The price also includes the costs incurred by the Seller in connection with the conclusion and performance of the Contract, which are not regulated in accordance with the agreed Incoterms delivery base.
2. The basis for payment for the delivered Goods is a VAT invoice or other accounting document acceptable for the regulations of the Republic of Poland (e.g. invoice or accounting note).
3. A VAT invoice or other accounting document, which is referred to in point 2, should be issued in accordance with the law, and in addition it must contain the Order number and date and the number of the letter of credit, if any exists, the date of sending the Goods to the Purchaser, the quantity of the Goods and unit prices, terms and payment terms in accordance with the Contract. In addition, in the case of Deliveries from the European Union (excluding from Poland) - the CN code of the goods, the weight of the Goods, the country of dispatch and the country of origin of the Goods. The Seller is obliged to provide detailed invoice information for the advance payments made by the Purchaser. The lack of the required data may be the basis for sending the invoice back by the Purchaser.
4. The payment deadline is 60 days and runs from the date of delivery to the Purchaser of an invoice issued in accordance with the Contract. If the invoice was sent before the Delivery, the payment deadline runs from the date of Delivery.
5. The price will be paid via bank transfer. The Buyer covers the transfer costs charged by the Buyer's bank. The remaining costs of the transfer, in particular, the costs of intermediary banks and the costs of the beneficiary's bank shall be borne by the Seller.

§ 6.

Responsibility

1. The Seller guarantees that the Goods comply with the conditions set out in the Contract, can be used for the purpose for which they were intended or as foreseen for in the Contract, comply with the sample accepted by the Purchaser and free from any defects.

2. Without prejudice to the agreed delivery base, the Seller shall be liable for damages caused during the transport of the Good, causing in particular vehicle pollution, improper preparation of the vehicle, and inadequate preparation of the Good for transport.
3. The Seller is responsible that the Delivery Documents are according to the Goods that are actually delivered. At the request of the Purchaser, the Seller is obliged to send the Purchaser Delivery Documents confirming the quality of the Goods before the Delivery.
4. The Seller declares that one is aware and accepts that the Buyer is not an end-user of the Goods; therefore, one does not examine the Goods on Delivery, which does not affect the rights arising from the warranty for defects in the Goods. The receipt of the Goods by the Purchaser does not release the Seller from any responsibility, in particular for defects of the Goods or for improper performance of the Contract. The Purchaser may make on her/his own a quality analysis of the goods received, in terms of its compliance with the Contract, in particular with the agreed quality specification.
5. The Buyer shall notify the Seller about the defect of the Good (complaint) within 14 days of becoming aware of it. The Buyer finding out about a defect occurs in particular when the Buyer's Customer notifies one of the defects.
6. The Seller is obliged to keep a sample of each series of Goods purchased by the Buyer for the period previously agreed with the Buyer. If the Parties have not agreed on a period, the Seller will keep the sample for a year from the date of delivery. Samples will be stored in conditions that prevent a negative impact on the quality of the Goods. The Seller will provide the Buyer with a sample at each, on the request, to conduct tests in the event of the Buyer receiving a complaint or other notification related to the quality of the Goods, which will require the inspection and comparison of the condition of the Goods.
7. If a given Delivery contains a greater amount of Goods than was specified in the Contract and the separation of the surplus does not cause excessive costs or difficulties, the Purchaser has the right to collect the Goods in the amount provided for in the Contract, and send the excess to the Seller at his expense and risk. If the separation of the surplus is not possible or would cause excessive costs or difficulties or the Delivery contains a smaller amount of Goods than specified in the Contract, the Purchaser may collect the Goods and in these cases the payment should be made for the quantity of the Goods that were actually received. In any case provided for in this point, the Buyer has the right to refuse to collect the Goods and return it to the Seller at his expense and risk. The provisions of this point shall apply without prejudice to the agreed Incoterms delivery base and the applicable standards for acceptable losses.
8. The Purchaser may refuse to collect the Goods if the Delivery Documents are not complete, if the Good does not meet the specification indicated in the Contract, if the Goods or their packaging are otherwise defective or damaged, and if other conditions arising from the Contract are not met, in this GPT.
9. Activities and statements referred to in point 7 and 8 may be made by persons acting on behalf of the Buyer, present at the place of delivery of the Goods.
10. In the case of quality defects of the Goods, the Purchaser should be entitled at his choice: to demand an immediate removal of the defects, exchange the Goods for free from defects, reduce the price of the Good or withdraw from the Contract. The Purchaser may also withdraw from the Contract if the defect is insignificant.
11. The Purchaser may withdraw from the Contract in full also if only a part of the Goods is defective and can be separated from the Good free from defects.
12. The Seller is obliged to respond to the Purchaser's complaint within 7 days of its receipt. No response within this period will be deemed to be justified. The submission of a complaint by the Purchaser suspends the payment deadline until the complaint is settled.
13. The Seller is obliged to remove the defect or replace the Goods with products free from defects, as requested by the Purchaser, within 14 days of receiving the complaint.
14. In the absence of agreement between the parties as to the legitimacy of a qualitative complaint, the dispute will be resolved by an independent verification unit jointly selected by the Parties, and in the case of disagreement - by the Purchaser. Its opinion will be final and binding on both Parties. The costs of the opinion of the verification unit shall be borne by the Purchaser only if the complaint turned out to be groundless.
15. The costs of transport of the returned goods as well as the costs of re-delivery of goods for replacement are borne by the Seller.

16. The Purchaser has the right to remove defects on his own at the expense and risk of the Seller after prior notification to the Seller, if they are minor, necessary to avoid or prevent the increase of damage, must be done immediately or if the delay of the Seller in removing the defect exceeds 7 days.
17. The Seller declares that he/she accepts, to the full extent permitted by law, the responsibility for any damage to persons, property or the natural environment caused by or using the Goods by the Purchaser or third parties who have purchased from the Purchaser Goods or products for the production of which the Goods were used. In the case of claims against the Purchaser in this respect, the Seller undertakes the appropriate legal actions to ensure adequate protection for the Purchaser, aiming to release the Purchaser from the obligation of all responsibilities in this respect. In the case of any claims by the third party against the Purchaser, the Seller is obliged to join the Purchaser in the process and take all steps to release him/her from participation in the case. In addition, the Seller is obliged to repair the damage suffered by the Purchaser in connection with claims of third parties, including the payment of damages, incurred court costs and legal representation.
18. In the case of a delay in Delivery, the Seller shall pay the Purchaser a contractual penalty of 0.5% of the gross value of the Goods for each full day of delay. In other cases of non-performance or improper performance of the Contract, the Seller shall pay the Purchaser a contractual penalty of 20% of the gross value of the Goods. The contractual penalty will be payable at the Purchaser's first written request. It is allowed to seek compensation exceeding the amount of reserved contractual penalties or only on general principles.
19. In the event of a delay in the Supply of Goods exceeding two weeks, the Buyer has the right to withdraw from the Agreement or purchase replacement Goods from another supplier at the expense and risk of the Seller.
20. In the event of a breach of the Agreement, including the provisions of the GTC, the Seller has the right to withdraw from the Agreement within 30 days of becoming aware of the breach.

§ 7.

Third Party Rights

1. The Seller guarantees that the Purchaser's acquisition, storage, use, offering for sale or sale of the Goods does not constitute a threat or infringement of a patent, trademark, registered utility or industrial design, copyright, know-how or any other rights of third parties.
2. The Seller guarantees that the Goods are his property and are not the subject of enforcement proceedings, liens or are not encumbered in any other way, and their sale is not limited in any way and that the sale of the Goods to the Buyer does not make entirely or partially impossible redress claim of a third party, nor does it harm the creditors of the Seller.
3. The Seller declares that he/she accepts the responsibility for violation of the rights of third parties, to the full extent permitted by law, referred to in point 1 and releases the Purchaser from this responsibility. In the case of any claims against the Purchaser in this respect, the Seller undertakes the appropriate legal actions to ensure the adequate protection for the Purchaser, aiming to release the Purchaser from any obligation of all responsibility in this respect. In the case of any claims by the third party against the Purchaser, the Seller is obliged to join the Purchaser in the process and take all steps to release him from participation in the case. What is more, the Seller is obliged to repair the damage suffered by the Purchaser in connection with third party claims, including the payment of compensations, court costs incurred and legal representation, as long as this damage is caused by a defect in the Goods or non-performance or improper performance of the Contract by the Seller.
4. If the Goods are the subject of any claims for violation of any rights of third parties, the Seller must obtain, at the Purchaser's choice, in the shortest possible time for the Purchaser's the right to store, use, offer to sell or dispose of the Goods or modify or replace the Goods so that the state of danger breach or breach ceases. Any modification or replacement of the Goods may not result in a decrease in the functionality or usefulness of the Goods.
5. All technical, construction, technological data, plans, designs and other documents or information provided to the Seller by the Purchaser in order to perform the Contract, the Seller may use only for this purpose and has no right to make them available, publish or transfer without the consent of the Purchaser to any other entity.

§ 8. Force majeure

1. Force majeure in the meaning of these GPT is any event that does not depend on the Parties, remains beyond their control and possibilities of impact. To avoid any doubts, Force Majeure includes in particular: (I) warfare, war, civil war, riots, revolutions, acts of piracy, robbery or sabotage; (II) natural disasters such as particularly severe storms, hurricanes, cyclones, earthquakes, lightning, floods; (III) explosions, fires, construction disasters of the Parties' machinery, plants or production facilities, as well as other accidents or events regarding these installations, installations on the Parties' area or plant or their infrastructure, not excluding transmission, storage and transshipment facilities; (IV) boycotts, strikes, lockouts, occupation of buildings or installations; (V) actions (or omissions) of the authorities, contrary to the provisions of law (VI) any changes in applicable provisions of domestic and international law that may affect the implementation of the Contract, (VII) epidemics.
2. The parties are not be responsible for non-performance or improper performance of the Contract if it is caused by Force Majeure.
3. A Party that is unable to fulfil its obligation due to Force Majeure must immediately inform the other Party of this fact, no later than within 3 days from the time the information became possible and provide reliable evidence for it. When the Force Majeure ceases, the other Party must be notified about it immediately. Failure to comply with the above requirements results in the loss of the right to use force majeure as explanation.
4. The Buyer may withdraw from the Agreement if the duration of the force majeure circumstances exceeds one month.

§ 9. Confidentiality

1. The Seller is obliged to keep all Confidential Information strictly secret. In particular, the Seller is obliged not to disclose, copy, disseminate, transfer or otherwise disclose Confidential Information to third parties without the prior consent of the Purchaser expressed in writing under pain of nullity.
2. The Seller can use Confidential Information only for the purpose of concluding and performing the Contract.
3. The Seller is obliged to protect the Confidential Information against unauthorized access by third parties in a way that protects his/her own confidential information, however, in terms of not less than arising from the due diligence.
4. The Seller can disclose Confidential Information to its employees, associates or advisers only to the extent necessary to conclude and perform the Contract, provided that these persons are obliged to maintain confidentiality to an extent not less than resulting from these GPT. The Seller is responsible for the acts or omissions of these persons with respect to Confidential Information as for its own Information.
5. The Seller can disclose Confidential Information if such an obligation results from the applicable law. The Seller is obliged to immediately inform the Purchaser of any case of requesting the disclosure of Confidential Information in the manner indicated in the previous sentence.
6. Confidential Information does not include:
 - a) information obtained by the Seller from third parties, which had the right to possess and disclose it,
 - b) information that is or becomes publicly available in any way without violating the obligation of confidentiality
7. At each request of the Purchaser, the Seller will return to the Purchaser the media containing Confidential Information and will destroy the copies made. The destruction of electronic copies should be permanent, i.e. it should be impossible to recover it.
8. The obligation of confidentiality applies for a period of 3 years from the receipt of Confidential Information by the Seller, and then until the Confidential Information loses its confidential nature.

9. The provisions of the GPT do not exclude the application of further obligations in the area of Confidential Information protection and business secrets, provided for in the applicable law, in particular in the Act on combating unfair competition and in the Penal Code.

§ 10.

Good practices

1. The Seller undertakes and ensures that:
 - a) its activities respect the human rights of its employees and respect their employees' rights, in particular, provide them with safe and hygienic working conditions,
 - b) one does not use child labor in its activities,
 - c) it conducts its business ethically and fairly, in particular as regards fair competition and anti-corruption measures,
 - d) it conducts its operations with respect for the natural environment, in particular, rationally uses natural resources and ensures safe handling of waste, emissions, and sewage,
 - e) it does not use metals derived from minerals or their derivatives derived from conflict regions that directly or indirectly finance or benefit armed groups
2. The Seller is obliged to enable the Buyer or third parties indicated by him to carry out the audit, the scope, and criteria of which will be given no later than two weeks before the planned date of the audit. As part of the audit, the Seller will provide the auditor with access to plants where the production process takes place, procedures used, employees.

§ 11

Applicable Law. Dispute settlement

1. GPT, Orders and Contracts are subject to the Polish law and should be interpreted in accordance with it. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
2. All disputes arising from the Order or Contract, in particular related to its conclusion, non-performance, improper performance, expiry or annulment, should be settled by a court having jurisdiction in the area of the headquarter of the Purchaser. Without prejudice to the provisions of the previous sentence, the Buyer has the right to refer the dispute to a court having jurisdiction over the Seller's registered office.

§ 12.

Final Provisions

1. The Seller may not transfer the rights or obligations under the Contract to a third party without the prior consent of the Purchaser expressed in writing under pain of nullity.
2. After conclusion of the Contract under the conditions set out in § 2, all previous negotiations and correspondence between the Parties shall cease to be valid.
3. The Purchaser's failure to comply with the provisions of the Contract shall not constitute a waiver of such conditions and shall not affect the right to implement them subsequently.
4. If one or more provisions of the Contract or GPT will be invalid, ineffective or unenforceable in any scope and for any reason, this shall not affect the other provisions of the Contract or GPT and the Parties shall replace this provision with another valid, effective and enforceable one that will best suit the purpose of the original provision.
5. Information on the processing of personal data in connection with the conclusion and performance of the Contract is at <https://cortexch.com/en/privacy-policy/>.
6. In matters not covered by the GPT, the Civil Code should be applied.
7. The GPT will enter into force on 06.05.2020.