

GENERAL TERMS AND CONDITIONS OF SALE OF CORTEX CHEMICALS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (limited liability company)

§ 1. Definitions

The terms used in these General Terms and Conditions of Sale shall have the following meanings:

1. **Working Days** – Monday through Friday, excluding national holidays;
2. **Invoice** – invoice issued by the Seller, documenting the sale of the Goods;
3. **Documented Form** – a manner of making a declaration of will through digital mail (e-mail) or fax; making a declaration of will through other data carrier (e.g. Skype, WhatsApp) shall not be considered as Documented Form within the meaning of GTCS;
4. **Written Form** – a manner of making a declaration of will as defined in Article 78 of the Civil Code, i.e., consisting in a hand-written signature on a document containing the contents of the declaration of will;
5. **Confidential Information** – all information regarding the Seller's company and the business activity he or she carries out, which may be obtained by the Buyer during negotiations, and while concluding the Agreement – during or in connection with the implementation thereof, regardless of the form in which they were transferred, and if they were labelled as "confidential," in particular information on the principles and the methods of running business activity by the Seller (know-how), commercial information (including regarding the applied prices, rebates and discounts), information on the clients and the sources of the Seller's supply, the contents of the Agreement, and all information constituting the Seller's trade secret;
6. **Buyer** – national or international entity (in particular a natural or a legal person, an organisational not constituting a legal person, granted legal capacity through the legislation), conducting business or professional activity in its own name or on its own behalf, who purchases the Goods from the Seller under the conducted business activity;
7. **GTCS** – these General Terms and Conditions of Sale Cortex Chemicals Spółka z ograniczoną odpowiedzialnością (limited liability company);
8. **Order Confirmation** – Seller's declaration submitted to the Buyer in response to its Order, confirming the acceptance of thereof without reservations or with reservations;
9. **Individual Sole Trade** – Buyer, being a natural person, concluding an Agreement directly related to the performed activity, if the provisions included in the Agreement show that the activity is not business in nature, related in particular to the object of the performed business activity, provided based on the regulations on Central Registration and Information on Business of the Republic of Poland;

10. **Force Majeure** – each event which does not depend on the Parties, remains beyond their control and influence. For the avoidance of doubt, force majeure shall include in particular: (i) acts of war, war, civil war, riot, revolution, 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' or Seller's suppliers' machinery, plant or manufacturing facilities, as well as other accidents or incidents involving such facilities, plant or manufacturing facilities of the Parties or Seller's suppliers or their infrastructure, not excluding transmission, storage and handling facilities (iv) boycotts, strikes, lock-outs, occupations of buildings or installations; (v) acts (or omissions) of authorities, whether or not in accordance with law (vi) any changes in applicable laws, both national and international, which may affect the performance of the Agreements; (vii) epidemics;
11. **Seller** – Cortex Chemicals Spółka z ograniczoną odpowiedzialnością with its registered office in Tarnów, at 8 Malczewskiego St, 33-100 Tarnów, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Kraków – Śródmieście in Kraków XII Commercial Division under the KRS [*National Court Register*] no. 0000203019, holding NIP [*Tax Register Number*] PL 9930245373, REGON [*National Official Business Register*] 852479721 and BDO [*Waste Database*] 000026010. The Seller is a large enterprise within a meaning of Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty;
12. **Party** – Buyer or Seller;
13. **Goods** – material possession constituting the object of the Agreement;
14. **Agreement** – sales Agreement concerning the Goods concluded between the Parties where Cortex Chemicals Sp. z o. o. is a Seller;
15. **Order** – Buyer's declaration submitted to the Seller, expressing its will to conclude the Agreement and containing the significant provisions thereof.

§ 2. General Provisions

1. The GTCS apply to all Agreements and constitute an integral part of each of the Seller's offer and Order Confirmation. The GTCS provided to the Buyer apply to all subsequent offers, Order Confirmation and Agreements concluded after they are submitted to the Buyer and do not require a separate reference and submission each time.
2. The Buyer expresses the consent to apply the GTCS with precedence to the general terms of purchase, regulations or other contractual templates applied by the Buyer.
3. The provisions of this Agreement shall apply with precedence to the GTCS.
4. The Parties to this Agreement shall have the right to expressly exclude the full application of the GTCS or their separate provisions. Such exclusion must be made in Written Form under pain of nullity. Excluding

the application of the GTCS shall apply only with respect to the Agreement which expressly excluded such application; such exclusion shall not apply to subsequent Agreements.

5. Conclusion of the Agreement, a framework Agreement, placing an Order or acceptance of the Order Confirmation shall be deemed acceptance of the GTCS by the Buyer.
6. If the Parties have concluded a framework Agreement which did not expressly include the GTCS, they shall apply to each Agreement concluded based on the framework agreement, without requiring express reference and submitting a copy to the Buyer.
7. The GTCS are provided as pdf file and are placed on the Seller's website at <https://cortexch.com/en/download/>, where the Buyer may download them from and print. The GTCS are provided by sending the GTCS in the form of a pdf file or by providing an address of a website where the GTCS are located.
8. Information about Goods are published on the Seller's website www.cortexch.com or are submitted to the Buyer in Written or Documented Form. The Buyer shall be obliged to become acquainted with the information on the Goods, including the documentation obtained from the Seller before use.
9. Any print, machine, calculation or other obvious error which may appear in the offer, Order Confirmation or Agreement shall not bring negative legal consequences to the Seller.
10. Without prejudice to the applicable laws, the safety data sheet (for the Goods for which it was drawn up) is provided to the Buyer upon request.

§ 3. Order. Conclusion of the Agreement

1. The Buyer submits the Order in Written or Documented Form. The Buyer shall not have the right to alter or cancel the Order without the Seller's consent.
2. The Seller shall confirm the receipt the Order within 3 Working Days, by submitting the Order Confirmation in Written or in Documented Form, or shall reject the Order. The lack of a response shall mean the acceptance of the Order. The Seller's commencement of the execution of the Order shall be also deemed as an acceptance thereof.
3. In the event that the Seller has made changes or updates to the Order Confirmation, the Buyer shall accept the Order Confirmation or refuse to accept it within 1 working day. Lack of response within the time limit shall be construed acceptance of the Order Confirmation.
4. The Agreement shall be concluded:
 - a) in the case outlined in Item 2 – on the moment the Buyer receives the Order Confirmation, or in the case of a lack of an Order Confirmation, at the expiry of the time limit indicated in Item 2, or upon the Seller's commencement of the order execution – whichever is the earliest;
 - b) in the case indicated in Item 3 – the moment the Buyer receives the Buyer's Order Confirmation, or in the event of a lack of such acceptance, on the lapse of the time limit indicated in Item 3.

Until the conclusion of the Agreement, the Seller has the right to change or to cancel the Order Confirmation.

5. The provisions of Articles 66² § 1, 68¹ and 68² of the Civil Code shall not apply within the scope covered by the GTCS.
6. The change or cancellation of the Order, and the Seller's approval for them (pursuant to Item 1), refusal to accept the Order (pursuant to Item 2), refusal of the acceptance of the Order Confirmation (in accordance with Item 3), and the alteration of the terms of the Agreement shall be made in Written or Documented Form under pain of nullity.
7. The Buyer ensures that the person placing the Order or accepting the Order Confirmation is duly authorised to represent the Buyer, otherwise the Buyer shall accept all the negative consequences.
8. The Seller ensures that the person issuing the Order Confirmation or is duly authorised to represent the Seller, otherwise the Seller shall incur all the negative consequences.
9. In the case of Buyers whose registered offices are situated outside of the Republic of Poland, the Parties to the Agreement shall use English during the performance of the Agreement. In particular, the communication between the Parties, as well as documents related to the Agreement shall be made in English.
10. The Agreement concluded in manners indicated in Items 2-3 shall constitute the entirety of the agreement between the Parties concerning the object of the Agreement, and shall replace all the possible earlier agreements made verbally or in writing in respect to the object of the Agreement.
11. Technical labels or the name of the Goods shall be used consistently, however such information shall not give rise to claims with respect to meeting certain features or qualities by the Goods. In the event of doubts regarding the features of the Goods, prior to making the Order, the Buyer shall contact the Seller for clarification.

§ 4. Sales

1. Sale is made on the moment the Goods is provided, determined in accordance with § 5 item 2.
2. If the Agreement determines the country of destination of the Good, it shall mean that the Seller must not resell the Goods to another country.
3. In the event that the Buyer violates the prohibition indicated in Item 2, the Buyer shall pay the Seller a contractual penalty in the amount of 20% of the value of the Goods per each violation. The Seller reserves the right to claim compensation in excess of the reserved contractual penalty or to claim compensation on general principles.
4. The Seller has the right to withdraw from the Agreement until the time of its performance, in particular in the event that the execution of the Agreement would put the Seller at risk of a significant material loss in the event of an extraordinary change of relations.

§ 5. Delivery Terms. Packing

1. The Goods must be delivered on the conditions defined in the Agreement, including in the GTCS.
2. The Goods are delivered on the moment it is deemed delivered pursuant to the defined Incoterms delivery base. The preceding sentence shall apply accordingly in the case of partial deliveries.
3. The risk of loss or damage to the Goods as well as the encumbrances and the benefits related to the Goods shall pass on to the Buyer upon delivery.
4. In the case the Agreement, including the GTCS indicated Incoterms delivery base, the valid Incoterms in the current version applicable as at the date of entering the Agreement shall apply.
5. The principles of incurring the costs of delivery, insurance and packaging the Goods are defined in the agreed Incoterms delivery base.
6. The Buyer shall provide the Seller with detailed instructions related to the delivery (i.e., detailed place of delivery, person authorised for collection), at the latest on the following dates prior to the planned shipping date of the Good:
 - for sea shipments – 14 days at the latest,
 - for tanker shipments – 7 days at the latest,
 - for full truck loads in the territory of Poland – 3 days at the latest,
 - for full truck loads outside of the territory of Poland – 7 days at the latest,
 - for small part loads in the territory of Poland – 1 day at the latest,
 - for small part loads outside of the territory of Poland – 4 days at the latest.

If the shipping is planned prior to the time limits indicated in sentence 1, the Buyer shall forward detailed instructions regarding the delivery, immediately after the Seller confirms the planned shipping date. The Instructions shall not alter the Agreement, in particular impose obligations on the Seller. Instructions provided after the expiry of the time limit indicated in sentence 1 or constituting the amendment of the Agreement shall remain binding for the Seller, if they are confirmed by the Seller. Additional costs or expenditures incurred by the Seller due to the performance of the instructions received from the Buyer shall be charged against the Buyer.

7. The time limit for delivery defined in the Agreement is indicative. In particular, the Seller shall not be responsible for delays in delivery caused by act or omissions of the carriers.
8. The Buyer shall inform the persons whose services it uses during the performance of the Agreement about the need to observe the OHS regulations applicable at the location where the Goods are collected. In the event of a failure to observe the regulations, the Seller shall have the right to refuse to issue the Good. In such case, the Seller shall have the rights due for the Buyer's late collection of the Good.
9. Partial deliveries are permitted.
10. The Buyer ensures that the person collecting the Goods on the place of delivery makes the collection on the name and on behalf of the Buyer. Otherwise, the Buyer shall bear the resulting negative consequences.

11. In the event of a late collection of the Goods by the Buyer, the Buyer shall pay contractual penalty to the Seller in the amount of 1% of the uncollected Goods for each day of delay. If the Buyer informs the Seller on the existence and the reasons for the delay at the latest on the agreed issue date, the contractual penalty defined in sentence 1 shall accrue beginning on the fifth day after the laps of the defined issue date. The Seller reserves the right to claim compensation in excess of the reserved contractual penalty or to claim compensation on general principles.
12. In the event of a delay in the collection of the Goods exceeding 2 weeks, the Seller shall have the right to withdraw from the Agreement.
13. If the delivery is made within the area of the European Union, the Buyer shall fulfil the obligations outlined in the regulations of the European Union law, in particular in relation to INTRASTAT, the tax on goods and services and excise duty.
14. The Goods are delivered in bulk, in non-returnable or returnable packaging.
15. In the case of Goods delivered in bulk, the actual quantity of Goods may differ by +/-1% from the quantity specified in the Agreement.
16. Returnable packaging shall constitute the property of the Seller. The provisions made in the GTCS with respect to the transfer of the risk of loss or damage to the Good, the related obligations and benefits and ownership shall apply accordingly to non-returnable packaging materials. The Buyer shall process the generated waste in accordance with the applicable laws.
17. The Buyer who received the Goods in returnable packaging is obliged to return them to the Seller at his own expense and risk in non-deteriorated condition, apart from normal wear and tear. The return of the packaging will take place within 14 days from the receipt of the Goods, unless a different date is set in the Agreement. The parties may agree that the Buyer will leave empty returnable packaging at the disposal of the Seller within the time and place specified in the Agreement.
18. In the event of failure to return the returnable packaging within the agreed time limits or in the event of return of damaged or contaminated packaging, the Seller shall be entitled to issue an invoice to the Buyer documenting the sale of packaging and the Buyer is obliged to pay for such packaging. The selling price corresponds to the market value of the undamaged packaging.
19. Additional provisions for bulk (road tanker)/ISO Tank deliveries:
 - 1) The time for unloading a bulk (road tanker)/ISO Tank is up to 3 hours.
 - 2) The Buyer shall pay the Seller the following contractual penalties:
 - a) If unloading takes longer than 3 hours – a contractual penalty in the amount of EUR 60.00 for each commenced hour.
 - b) In the event of a postponement of the collection of the Goods delivered in a bulk (road tanker) due to reasons attributable to the Buyer – a contractual penalty in the amount of EUR 500.00 for each commenced day of delay.

- c) In the event of a postponement of the collection of the Goods delivered in an ISO Tank due to reasons attributable to the Buyer – a contractual penalty in the amount of EUR 60.00 for each commenced day of delay.

The Seller reserves the right to claim compensation in excess of the reserved contractual penalty or to claim compensation on general principles.

20. Additional provisions for FCL deliveries of the following types: ISO Tank, flexitank, dry container:

- 1) In the case of self-collection (according to Incoterms), the Buyer is obliged to collect the Goods from the container terminal on the date indicated by the Seller.
- 2) The Buyer is obliged to return the ISO Tank, flexitank, container to the place and within the time specified by the Seller.
- 3) The Buyer shall pay the Seller the following contractual penalties:
 - a) In the event of a delay in collection of the Goods in relation to the deadline specified in accordance with point 1), a contractual penalty in the amount of EUR 60.00 for each commenced day of delay.
 - b) In the event of a delay in returning the ISO Tank, flexitank, container in relation to the deadline specified in accordance with point 2), a contractual penalty in the amount of EUR 60.00 for each commenced day of delay.

The Seller reserves the right to claim compensation in excess of the reserved contractual penalty or to claim compensation on general principles.

§ 6. Price. Payment Terms

1. The Invoice constitutes the basis for the payment for the Goods.
2. The payment of the price shall be made in the manner defined in the Agreement. The Seller shall cover the costs of transfer applicable by the Seller's bank. The remaining costs of the bank transfer, in particular the costs of correspondent account and the Buyer's bank shall be incurred by the Buyer.
3. The Buyer's claims (debts) against the Seller due for any title, in particular the claims resulting from the Agreement shall not be deducted from the debt due to the Seller for the payment for the Good, and do not grant the right to delay or refuse the payment for the Good.
4. The payment shall be deemed to be made on the moment of crediting the bank account indicated in the Invoice.
5. Regardless how Buyer indicates, Seller reserves the right to apply the payment towards the longest outstanding debt plus related interest and costs in the following sequence: costs, interest, principal claim.
6. In the event of the Buyer's late payment, the Seller shall have the right to:
 - a) claim interest in the amount defined in the legal regulations applicable to the Agreement,
 - b) claim to satisfy the damage resulted from the delay,
 - c) to withhold further Deliveries of the Goods until the payment is made.

In the event that the delay exceeds 14 days, the Seller has the right to withdraw from the Agreement.

7. Acting at its sole discretion, the Seller has the right to grant the Buyer with a borrowing limit, up to which the Buyer may purchase the Goods based on deferred payment principle. The Seller shall provide information on the current level of the borrowing limit per the Buyer's request. The Seller has the right to grant the limit to the Buyer, based on meeting specific conditions, in particular with respect to setting specific guarantees. The limit shall be granted, amended or cancelled solely at the Seller's discretion.
8. In justified cases, in particular in the event of doubts with respect to the Buyer's financial standing (i.e., Buyer's insolvency, filing for bankruptcy or initiating any restructuring proceedings against the Buyer, initiating liquidation proceeding, the Buyer is late with payment for a period exceeding 30 days, reducing the Buyer's financial credibility, loss of payment security from the Buyer), the Seller has the right to reduce or to cancel the credit limit. Reduction or cancellation of the limit may be made on each stage of the performance of the Agreement.
9. In the event of a reduction or cancelling the credit limit defined in Item 7, the Seller shall have the right to:
 - a) limit or refuse to carry out further Deliveries of the Goods,
 - b) carry out a partial Delivery of the Goods, in the event of a potential excess of the limit of debt,
 - c) withdraw from the Agreement, and in the Agreement was partially performed – from its unperformed part,
 - d) request immediate repayment of the total part of the used debt, regardless of the maturity date.
10. In the event of settlements in foreign currencies effectively carried out in Polish zloty, the average exchange rate of the transaction currency published by NBP [*National Bank of Poland*] on the day preceding the day of issuing the Invoice.
11. The Buyer shall make the payment from its own bank account. In the event that the Seller receives the payment from a third party, the Seller has the right to reject the payment or request:
 - a) the Seller to confirm if the payment was made on its behalf,
 - b) the third party to file a declaration that it was aware that it was not obliged to make the make payment, that the payment was not made with return obligation, or in order to avoid coercion, nor to perform an invalid legal activity, and that it shall not request the Seller to refund the amount paid in.

The Seller shall have the right to cease any further actions (in particular the delivery of the Goods) until it has received appropriate statements from the Buyer or a third party.

In addition, if a third party demands the return of the amount paid from the Seller in contrary to the submitted declaration, the Buyer shall be obliged to pay the equivalent of this amount to the Seller or the third party as requested by the Seller. The Seller shall refund the amount received to the third party upon receipt of the equivalent amount from the Buyer.

§ 7. Complaints. Responsibility

1. The Seller undertakes that the Goods shall meet the quality parameters defined in the Agreement. For each batch of Goods a certificate of analysis shall be issued.
2. The Buyer undertakes to examine the Goods in the manner typically applied to the Goods of that type immediately upon accepting the delivery of the Goods prior to starting the use or resale of the Goods, however not later than within 10 days after the Buyer receives the Goods.
3. Immediately upon discovering the defect, however not later than within 14 days after the date of receipt of the Goods, the Buyer shall notify the Seller of the defect (complaint). The term "defect" is defined as a non-compliance with quality parameters defined in the Agreement. The complaint shall include at least: the name of the Goods, quantity and quality of the Goods covered by the complaint, batch number, Order number, reason for the complaint, description of the defect. The complaint should be accompanied by: photographic documentation, laboratory analysis results – if in possession of the Buyer. In the case of quantitative and qualitative complaints concerning a defect that occurred during transport (e.g., damage, freezing), the Buyer shall provide the Seller with a protocol of receipt of Goods and the protocol of discrepancies, signed by the carrier. In the case of full truck loads, the entry about the discrepancy shall be made in the CMR document, under pain of losing the complaint rights under that title. The complaint must be submitted in Written Form or by e-mail.
4. The Buyer shall lose his/her rights under the warranty if he/she has not examined the Goods, or has not made a complaint pursuant to the provisions made in Items 2 and 3.
5. The complaint shall be accepted solely if the Goods in question are properly secured and if they remain, if possible, in the packaging in which they were transported. If the Buyer notices a defect while using the Goods, it shall be obliged to immediately stop the works.
6. The Seller shall consider the complaint within 14 Working Days upon receipt, subject to Items 7 and 8, and the time limits resulting from the law, and the time limits for handling complaints by the Seller's subcontractors.
7. The complaint procedure shall be suspended if the complaint is incomplete. The Seller shall immediately notify the Buyer about the complaint procedure and provide the underlying reasons. The Buyer is obliged to complete the complaint within 5 working days upon receipt of such notice. Failure to complete the complaint within this period shall be treated as withdrawal thereof.
8. The Seller has the right to request the Buyer to provide samples of the Goods under complaint. The complaint procedure shall be suspended while awaiting the delivery of the samples. The Buyer shall be obliged to provide samples within 7 working days upon receiving a request from the Seller. Failure to deliver samples within the specified time limit shall be treated as a withdrawal of the complaint. The costs of taking and delivering the samples shall be borne by the Buyer. In the event that the complaint proves to be justified, the Seller shall reimburse the Buyer for the costs incurred.

9. In the event that the Seller does not accept the quality complaint, the dispute shall be settled by an independent verification unit selected jointly by the Parties, and in case of disagreement – by the Seller. Its decision shall be final and binding on both Parties. The costs of the verification body's ruling shall only be borne by the Seller only in the case if the Seller's claims are unjustified. The Buyer shall bear all the costs in the remaining cases.
10. If the complaint is accepted, the Seller shall, at its own discretion:
 - a) replace the Goods with goods free from defects; or
 - b) reduce the price of the Goods due to the defect, proportionally to the value of the defective Goods with respect to the value of the Goods without the defect.
11. Lodging a complaint shall not release the Buyer from its obligation to pay for the Goods. In the event that the complaint is accepted, and the price of the Goods is reduced due to a defect, an appropriate part of the price already paid by the Buyer shall be refunded to the Buyer on the basis of a corrective invoice immediately upon the confirmation of its receipt by the Buyer.
12. To the extent permitted by law, the Seller's liability for damage to persons, property or the environment caused by or through the use of the Goods and products manufactured using the Goods shall be excluded.
13. The Seller shall not be liable for the use of the Goods and its consequences by the Buyer or third parties, in particular for the legality of the manufacture and marketing of products made with the Goods, as well as the damage caused by them. The use of the Goods shall be at the risk of the Buyer.
14. At the Seller's request, the Buyer shall transfer the claim for damages against the carrier to the Seller or the entity designated by the Seller.
15. In the event of a breach of the Agreement, including the provisions of GTCS, the Seller shall have the right to withdraw from the Agreement within 30 days upon learning about the breach.
16. Claims and procedures described in this paragraph shall exhaust all liability of the Seller due for the sale of the Goods; in particular, Seller's liability with respect to the warranty for defects of the Goods and under non-performance or undue performance of the obligation shall be excluded to the extent permitted by law.

§ 8. Retention of title to the Goods.

1. The Seller reserves the ownership of the delivered Goods until the price has been covered
2. In the event that the Buyer processes the Goods constituting the property of the Seller, the reservation of the Seller's property right shall be transferred to the processed product. In the event of processing, combining or mixing the Goods with another item, the Seller shall acquire the right of co-ownership in the newly created product in a proportion relative to the ratio of the value of the new item to the value of the Goods.
3. The Buyer shall store the property or joint property of the Seller at its own cost and risk.

4. The Seller authorises the Buyer to use the Goods which constitute the property of the Seller in the ordinary course of business. The Seller shall have the right to revoke this authorization at any time, in particular in the event of circumstances deemed by the Seller as a threat to its interests, e.g., when the Buyer is in delay with payment for the Goods, in the event of filing a petition for bankruptcy or commencement of restructuring proceedings against the Buyer or in the event of initiating liquidation procedure.
5. The Buyer shall not have the right to establish any pledge, transfer of ownership by way of security or establishing any other security or encumbrance on the Goods constituting the Seller's property.
6. At the moment of concluding the Agreement, the Buyer transfers the liabilities related to further sale by the Buyer of the Goods or a product manufactured with the use of the Goods constituting the property of the Seller to the Buyer. The Seller authorises the Buyer to collect the transferred receivables from its customer. This authorisation may be revoked at any time. Upon request by the Seller, the Buyer shall notify its customer of the transfer.
7. The Buyer shall be obliged to insure the Goods subject to retention of title. In the event of damage, the Buyer shall assign the receivables to which it is entitled from the insurer to the Seller.

§ 9. Excise Duty

1. The Goods are not intended to be used for heating or propulsion purposes, nor to be used in the production of engine or heating fuel or as an additive/additive to engine or heating fuels.
2. If the Buyer intends to use the Goods for propulsion or heating purposes or for production of engine fuels or as an additive/admixture to engine or heating fuels, the Buyer shall inform the Seller thereof prior to the conclusion of the Agreement. The information should be provided in Written or Documented Form.
3. In the event of a change of the intended use indicated in Item 1 or a violation of the obligation indicated in Item 2, the Buyer agrees to increase the selling price of the Goods by the value of the excise tax due and all applicable fuel charges. In addition, the Buyer undertakes to immediately reimburse the Seller for all costs incurred due to the change of the intended use of the Goods, including the costs of any interest paid on tax arrears.

§ 10. Force Majeure

1. The Parties shall not be liable for non-performance or improper performance of the Agreement due to Force Majeure.
2. The Party which is unable to perform an obligation due to Force Majeure shall immediately notify the other Party, however not later than within 3 days after the notification became possible and provide reliable evidence thereof. When the Force Majeure ceases, the other Party should be immediately notified. Failure to issue such notification shall null the right to claim Force Majeure.
3. The Seller may withdraw from the Agreement if the duration of Force Majeure exceeds one month. The withdrawal may be executed until the cessation of Force Majeure.

4. Force Majeure acting on the Seller's supplier shall be considered as Force Majeure acting on the Seller. If Seller's supply sources are stopped either for a given period of time or for good, the Seller shall not be obligated to cover requirements by alternative external sourcing.

§ 11. Intellectual Property Rights. Third party rights

1. The sale of Goods shall not transfer any intellectual property rights related to the Goods or documentation of the Goods to the Buyer. To the extent to which the right is not exhausted for a specific Good, and the use of the right is necessary for the Buyer's further use of the Good, the Seller shall be deemed to have granted the Buyer an implied license without the right of sub-license, covering the use of intellectual property to the narrowest extent permitting normal use of the Goods in accordance with their social and economic purpose.
2. In the event that the Goods are delivered in the Seller's packaging containing proprietary names of the Goods, in particular the reserved or applied for trademark, the Buyer shall not have the right to repack and resell the Goods under other labels; nor to remove, change or duplicate labels contained on the packaging, or to use such labels in its own activity without the Seller's consent expressed in Written or Documented Form under pain of nullity.
3. The Buyer shall be obliged to promptly notify the Seller of any claims or demands made to the Buyer by third parties in connection with the alleged infringement of intellectual property rights of third parties through the purchase, use, processing, sale or other forms of commercial use of the Goods and enable it to take appropriate legal action under pain of losing any claims, including recourse claims against the Seller for that reason.

§ 12. Confidentiality

1. The Buyer must maintain strict confidentiality of the Confidential Information. In particular, the Buyer must not disclose, copy, distribute, transfer or in any other provide the Confidential Information to third parties without the prior consent of the Seller expressed in Written Form under pain of nullity.
2. The Buyer may only use the Confidential Information for the conclusion and performance of the Agreement.
3. The Buyer is obliged to protect the Confidential Information from unauthorised access by third parties in the same manner in which it protects its own confidential information, but to an extent no less than that resulting from the exercise of due diligence.
4. The Buyer shall have the right to disclose Confidential Information to its employees, associates or advisors only to the extent necessary for the conclusion and performance of the Agreement, provided that such persons are obliged to maintain confidentiality in the scope no less than that resulting from the GTCS. The Buyer shall be liable for the acts or omissions of such persons in relation to the Confidential Information as for its own.

5. The Buyer shall have the right to disclose Confidential Information if required to do so by applicable laws. The Buyer shall immediately notify the Seller of any request to disclose Confidential Information under the procedure indicated in the preceding sentence.
6. Confidential Information shall not include:
 - a) information obtained by the Buyer from third parties who had the right to possess and disclose such information,
 - b) information which is or becomes publicly available by any means without breaching an obligation of confidentiality.
7. At the Seller's request, the Buyer shall return the media containing the disclosed Confidential Information to the Seller and shall destroy the copies made. The electronic copies shall be destroyed permanently, i.e., in a manner not allowing for the recovery of the data.
8. In the event that the manner of producing the Goods, their composition or application constitutes a trade secret (*know-how*) or contains an unpatented invention submitted for patenting, the Buyer shall not decompile, disassemble or otherwise reverse engineer the Goods in order to obtain confidential information on the composition, application or manner of producing the Goods.
9. The obligation of confidentiality shall apply for a period of 3 years after the Buyer acquires the Confidential Information and thereafter until the Confidential Information ceases to remain confidential.
10. The provisions made in the GTCS shall not exclude the application of further reaching obligations with respect to the protection of confidential information and trade secrets provided for in the applicable legal regulations, in particular in the Act on counteracting unfair competition and in the Criminal Code Act.

§ 13. Sustainability and audits.

1. The Buyer undertakes and declares what follows:
 - a) it conducts its business activity with respect to its employees' human rights and with respect to their labour rights, in particular it provides them with safe and hygienic work conditions,
 - b) it does not use child labour in its activity,
 - c) it does not use forced labour in its activity,
 - d) it carries out its activity in an ethical and honest manner, in particular with respect to fair competition and anti-corruption measures,
 - e) it carries out its activity with respect to the natural environment, in particular it uses the natural resources in a rational manner and ensures the safe handling of waste, emissions and sewage,
 - f) it does not use metals made from minerals or its derivatives sourced from conflict regions, which indirectly or directly finance or bring benefits to armed groups.
 - g) conducts its activities with respect for the life and health of members of local communities.
2. As part of its obligations specified in paragraph 1, the Buyer is obliged to comply with at least the following:

- a) UN Guiding Principles on Business and Human Rights,
 - b) ILO Declaration on Fundamental Principles and Rights at Work,
 - c) OECD Guidelines for Multinational Enterprises on Responsible Business Conduct (this obligation applies to Buyers who are multinational enterprises within the meaning of these Guidelines), unless they are contrary to local law.
3. The Buyer shall enable the Seller or persons indicated by it to carry out audits, the scope and criteria of which shall be provided at the latest 2 weeks prior to the planned date of the audit. Within the audit, the Buyer shall provide the auditor with access to production facilities, the used procedures and employees.
 4. The Seller informs that its sustainable development strategy is specified in particular in the following documents: Code of Ethics, Sustainable Development Policy, Equal Opportunities Policy, Anti-Corruption Policy, Anti-Discrimination, Mobbing and Harassment Prevention Policy, Environmental Policy – these documents are available on the website at <https://cortexch.com/csr/>.

§ 14. Individual Sole Traders.

1. The provisions of § 7 item 4-10, 12-14 and 16 and the provisions which may be deemed unlawful within the meaning of Article 385¹ § 1 of the Civil Code, shall not apply to Individual Sole Traders under Agreements concluded after 1 January 2021.
2. Individual Sole Traders which have concluded a remote Agreement or an Agreement outside of the Seller's facility, has the right to withdraw from it within 14 days without stating any reason. The time limit for the withdrawal from the Agreement shall run after the Goods are accepted by the Individual Sole Traders or an appointed third person other than the carrier.
3. Individual Sole Trader shall have the right to withdraw from the Agreement by providing the Seller with a declaration of withdrawal. The declaration may be submitted on a form constituting Appendix no. 2 to the Act of 30 May 2014 on Consumer Rights. In order to meet the deadline, it is sufficient to submit a declaration prior expiry, e.g., to the following address: cservice@cortexchemicals.com.
4. The Seller shall immediately, however not later than within 14 days after receiving the Individual Sole Trader's declaration on the withdrawal from the Agreement, return all the payments made, including the costs of delivering the Goods. The Seller shall have the right to withhold the payment until the Goods have been returned or until proof of return has been provided to the Seller, whichever occurs first.
5. In the event that the Sole Proprietor using the right to withdrawal, has selected a method of delivering the Goods other than the cheapest method of delivery offered by the Seller, the Seller shall not be obliged to refund the incurred additional costs to the Sole Proprietor.
6. The Sole Proprietor shall return the Goods to the Seller immediately, however not later than within 14 days after it withdrew from the Agreement. Sending the Goods back to the Seller's address shall be sufficient to keep the time limit.

7. Individual Sole Trader shall be responsible for the reduction of the value of the Goods resulting from using them in a manner beyond necessary to determine the nature, features and functioning of the Goods.
8. The right to withdraw from the Agreement shall not be granted to a Buyer being a Sole Proprietor with respect to the Agreements:
 - a) in which the object of the service involves an unprocessed item, manufactured in accordance with the Individual Sole Trader's specifications or to satisfy his/her individual needs
 - b) in which the Goods is an item supplied in sealed packaging which, cannot be returned for health or hygienic reasons if opened after delivery,
 - c) in other cases, indicated in Article 38 of the Act of 30 May 2014 on Consumer Rights.

§ 15. Applicable Law. Settlement of Disputes.

1. GTCS, offers, Orders and Agreements are subject to Polish law and shall be interpreted in accordance therewith. United Nations Convention on Contracts for the International Sale of Goods shall not apply.
2. All disputes arising in connection with the offer, Order or Agreement, related in particular to the conclusion thereof, failure to perform, improper performance, expiry or termination shall be settled by a court having jurisdiction over the Seller's registered office. Without prejudice to the provisions of the preceding sentence, the Seller has the right to refer the dispute to court having jurisdiction over the Buyer's registered office.

§ 16. Final provisions.

1. The Buyer hereby consents to transfer the debts due to the Seller against the Buyer to third parties.
2. The Buyer shall not have the right to transfer the rights or obligations related to the Agreement to a third party prior to the Seller's consent expressed in Written form under pain of nullity.
3. The provisions in the Agreement shall become automatically binding to the legal successors of the Parties.
4. The earlier negotiations and correspondence between the Parties on the conditions defined in § 3 shall become void after the conclusion of the Agreement.
5. The Seller's failure to perform the provisions of the Agreement shall not be construed waiver of the application of such conditions, and shall not impact the right for their further execution.
6. In the event of doubts with respect to the contents, meaning or the legal consequences of the GTCS, the Buyer shall have the right to request clarification from the Seller, and the Seller shall provide such clarification.
7. In the event that one or more provisions included in the Agreement or the GTCS prove void, ineffective or unfeasible in any scope and for any reason, it shall not affect the remaining provisions of the Agreement and the GTCS, and the Parties shall replace such provision with another valid, effective and feasible, most suitable to the aim of the initial provision.

8. The Seller reserves the right to amend the GTCS at any time. Amendments to the GTCS are effected by means of promulgation of the new wording of the GTCS on the Seller's website. With regard to Buyers remaining in permanent relationship with the Seller, the Seller shall inform the Buyer about the new content of the GTCS directly in Written or Documented Form.
9. The information related to personal data processing with respect to the conclusion and the performance of the Agreement are provided at <https://cortexch.com/en/privacy-policy/>.
10. These GTCS enter into force on 5th of February, 2025.