

1.

Binding effect of the GT&C upon the placement of orders

These General Terms and Conditions of Sales, Delivery and Payment (hereinafter referred to as the "GT&C") of the Polish company MC Bauchemie sp. z o.o. ul. Prądyńskiego 20, 63-000 Środa Wielkopolska (hereinafter referred to as "MC Bauchemie") shall apply to all orders placed by customers (hereinafter, the "Customer"), save for explicit arrangements between the parties stipulating otherwise which shall not be valid unless made in writing.

The delivery date specified in the order indicates the estimated time of delivery. The Customer who wants to terminate the agreement may do so only after ineffective expiry of an additional period of time allowed by the Customer to MC Bauchemie in writing. The notice of the agreement termination must be made in writing.

2.

Prices

The Value Added Tax is not included in the prices specified in our offers or in the price list and is charged on top of them.

We reserve the right to change our prices. When a new price list is published all the prices or price lists in force to date shall cease to be valid.

3.

Payment terms

Invoices with a 10-day payment term may be eligible for a 2% discount. The discount will not be offered in the case of invoices with a 30-day payment term.

Invoices and/or deliveries to non-EU countries will be executed only after the submission of an irrevocable, confirmed letter of credit in EUR issued to the benefit of Bank Zachodni WBK S.A., with a registered office in Poznań, Poland. Deliveries can also be executed against prepayment, provided that the amount due under the invoice is credited to the bank account of MC Bauchemie Poland maintained by Bank Zachodni WBK S.A, account number PL97 1090 1737 0000 0001 0036 4851, SWIFT: WBKPLPPP, prior to the goods dispatch. MC Bauchemie reserves the right to demand payment in cash.

In the event of a delay in the payment of the amount due under any one invoice, all amounts due become immediately payable, also for the invoices which have not matured yet. In consideration of the time of delay, interest will be charged at the maximum rate of interest due for late payment (the annual rate of interest may not exceed the double amount of the statutory interest for late payment - maximum late payment interest). The aforesaid provisions shall apply without prejudice to the possibility of claiming the statutory interest for late payment applicable to commercial transactions within the meaning of the Act of 8 March 2013 on payment terms in commercial transactions.

4.

Delivery

Goods are generally delivered ex works MC Bauchemie in Środa Wielkopolska (according to Incoterms® in force on the day of signing the agreement). Other delivery terms can only be arranged in writing. In the event of a delay in the delivery execution, after ineffective expiry of the additional period of time allowed by the Customer, the Customer may file a written notice of the agreement termination. Other claims of the Customer are hereby expressly excluded.

5.

Complaints

The Customer is obliged to inspect and examine delivered goods at the time of their receipt. Complaints will be admitted by MC Bauchemie only when defects are reported immediately after the goods have been received and no later than within two (2) days. Complaints must be submitted to MC Bauchemie in writing. In the event of justified complaints, MC Bauchemie will replace the defective goods with goods free from any defects. Any other rights or claims of the buyer of any kind (e.g. right to claim damages) are hereby expressly excluded.

6.

Packaging

All containers and packaging materials are disposable. MC Bauchemie will not accept any returned packaging.

The transport pallets used to deliver goods are the property of MC Bauchemie and the ownership title to them is transferred to the Customer upon the goods issue.

7.

Reactive resins in unbundled packaging

Reactive resins in unbundled packaging are sold only to Customers whose employees have been duly trained. The predefined mixing proportions cannot be changed. The Customer purchases reactive resins in unbundled packaging at its own risk.

8.

Warranty and liability

The products must be used in accordance with their intended purpose and the user instruction provided by MC Bauchemie. The Customer should above all act in conformance with the commonly accepted technical knowledge and the applicable regulations. Adherence to the current state of the technical knowledge can be achieved by following the European standards in force and the commonly applied best practices. In non-EU countries, conformance with the current state of technical knowledge can be evidenced by way of reference to equivalent regulations in force in the respective country.

Prior to using the product, it should be applied on a test surface. Due to the fact that a variety of factor may influence the actual consumption of products, the demand data are not binding on MC Bauchemie. MC Bauchemie does not guarantee suitability of the product for the Customer's intended use, in particular when the product is to be used in mass-scale industrial processes. Other warranty terms shall apply only when other properties of the goods are additionally certified by MC Bauchemie in writing, in a legally binding way, or when the information of such guaranteed properties can be found in technical instructions issued by MC Bauchemie.

Furthermore, upon every instance of using the product, the general principles of the construction trade must be followed, in addition to the commonly adopted construction practices. It is the Customer's responsibility to ensure that the products will be applied only by suitably qualified personnel and in conformance with the current state of the technical knowledge.

Support and advisory services provided by the specialists from MC Bauchemie to the Customer or the presence of an employee, sales representative or an associate of MC Bauchemie on the construction site shall not serve as the basis for putting forward any claims. MC Bauchemie does not provide the service of construction site supervision or construction project management by its employees.

Any liability of MC Bauchemie under the GT&C and in connection with the delivery of products shall be expressly excluded unless it is explicitly stated in these GT&C or in the applicable technical instruction issued by MC Bauchemie. The maximum value of MC Bauchemie's liability under the applicable civil law shall in no event exceed the equivalent of the net price of the delivered goods.

MC Bauchemie's liability for losses or damages suffered directly or indirectly in relation to these GT&C shall be excluded unless it is permitted under the law in force, regardless of the legal basis for the pursued claims.

The Customer shall indemnify MC Bauchemie against material losses due to claims filed by third parties as a result of a breach of the provisions of these GT&C by the Customer.

9.

Raw materials availability

In the event of a rise in the price of one or more raw materials used in the manufacture of MC Bauchemie's products by more than 5% within thirty (30) days, MC Bauchemie reserves the following rights: All price offers made to date shall cease to be binding; all deliveries will be invoiced according to the prices in effect on the day of placing the orders; the applicable prices will be prices agreed individually for the accepted orders, including partial deliveries, based on the assumption that the raw materials will be procured at prices included in the price calculation at the time of the order acceptance; the obligation to deliver the goods ordered pursuant to the earlier accepted and new orders shall remain in force, as long as the company is capable of executing the deliveries.

10.

Preventive and protective measures

The Customer is obliged to adhere to all legal acts and regulations in force and the commonly adopted construction standards, the purpose of which is to prevent hazards and accidents. This provision shall in particular apply to reactive resins and products which contain solvents.

11.

Changes in the product range

MC Bauchemie reserves the right to make changes to the existing range of products at any time and without a prior notice. The Customer shall not be entitled to any claims for reasons that the previous product continues to be distributed by MC Bauchemie.

12.

Final provisions

The Customer's general procurement conditions and any other rules or regulations shall only apply if and when it has been explicitly agreed in writing between MC Bauchemie and the Customer.

The Customer has the right to withhold payment or make any deductions from the amounts payable to MC Bauchemie only when its claims towards MC Bauchemie are undisputable and have been lawfully asserted by the court.

If one or more of the provisions of these GT&C is, or will turn out, invalid or ineffective, the remaining provisions shall remain in force. In the event of invalidity or ineffectiveness of any of the provisions hereof, the provision found invalid or ineffective shall be replaced by another provision which will reflect the business intention of the original provision in the most accurate way.

No changes or additions hereto or the termination of the contractual relationships between MC Bauchemie and the Customer shall be valid unless documented in writing and signed by the parties hereto (in particular, in the case of the clause which stipulates the obligation to document such actions in writing).

All agreements concluded between MC Bauchemie and the Customer shall fall only under the applicable regulations of the Polish law, while the provisions of the United Nations Convention on the international sale of goods (the „Vienna Convention“) are hereby expressly excluded.

The sole place of jurisdiction for all legal disputes shall be common court with territorial competence over MC Bauchemie's registered seat. MC Bauchemie may file a suit against the Customer in the jurisdiction of the Customer's registered seat or place of residence.

Status as per March 2018

Management Board MC Bauchemie Sp. z o.o.