

## **General Terms of Cooperation with the Suppliers of Goods and Services of ICHEM Sp. z o.o (GTD)**

### **§1**

#### **Definitions**

- 1) For the purposes of these General Terms of Cooperation with the Suppliers of Goods and Services, the "Parties" means ICHEM Sp. z o.o. and the Supplier.
- 2) "Agreement" means a legal relation between ICHEM Sp. z o.o. and the Supplier, which covers an Order, these Terms, Specifications and all other documents (or the parts thereof), which are specified in the Order or which otherwise clearly include these GTD.
- 3) "Goods" mean all movables specified in the Order.
- 4) "Order" means an electronic file, which specify the order number and ICHEM Sp. z o.o. requirements in relation to the Goods and Services, being attached to an e-mail sent from @ichem.com.pl domain to the e-mail address designated by the Supplier.
- 5) "Services" mean any performance specified in the Order different from the sale or delivery of Goods.
- 6) "Specification" means written specification of the Goods and Services, which ICHEM Sp. z o.o. provides do the Supplier, or which the Supplier presents to ICHEM Sp. z o.o. and which is then approved in the written form by ICHEM Sp. z o.o.
- 7) "Supplier" means all entities, with which, for the purposes of these General Terms of Cooperation with the Suppliers of Goods and Services (hereinafter referred to as the "General Terms of Delivery" or "GTD"), ICHEM Sp. z o.o. place orders for the Goods and Services.
- 8) "General Terms of Delivery or GTD" mean terms specified herein.

### **§2**

#### ***General provisions***

- 1) These General Terms of Delivery (hereinafter referred to as: "GTD") shall provide general rules for the cooperation and entering into agreements with the contractors (hereinafter referred to as the: "Supplier"), which are concluded by Ośrodek Badawczo – Produkcyjny Politechniki Łódzkiej „ICHEM” Sp. z o.o. with its registered office in Łódź at ul. Dostawcza 12, 93-231 Łódź (hereinafter referred to as: ICHEM Sp. z o.o.) for the purpose of delivering the Goods and Services ordered by ICHEM Sp. z o.o., and shall constitute an integral part of the aforementioned agreements.
- 2) Under Article 341 clause 1 of the Polish Civil Code the Parties are bound by these GTD.
- 3) All general trading terms implemented usually by the Supplier shall not be applicable in this case and shall not constitute a part of agreements concluded by and between ICHEM Sp. z o.o. and the Supplier. The foregoing provision shall also apply, when despite being aware of the general trading terms used by the Supplier, ICHEM Sp. z o.o. places an order and does not explicitly reject the terms under consideration.

- 4) Agreements or Orders made accordingly to the Suppliers' offers, shall constitute the only basis for all deliveries of Goods and Services to ICHEM Sp. z o.o. These General Terms of Delivery shall constitute an integral part of the said Agreements and Orders.
- 5) Written offers specifying quantity, quality, net prices (unit and total prices), packings, etc. shall be presented by the Suppliers free of charge.
- 6) All samples of the goods shall be delivered by the Supplier free of charge and on his cost, and ICHEM Sp. z o.o. shall not be obliged to return them.
- 7) All oral orders, as well as all arrangements regarding changes and amendments to the written Orders placed by ICHEM Sp. z o.o. need to be confirmed in writing.
- 8) During performance of all actions aimed at the execution of Order, the Supplier shall be obliged to act with due diligence allowing for the Supplier's professionalism.
- 9) The Supplier undertakes to ensure continuity of deliveries.
- 10) All notices between ICHEM Sp. z o.o. and the Supplier (unless otherwise specified in the GTD) shall be sent by e-mail or registered mail.
- 11) Supplier's offer shall be valid for 3 calendar months, unless the enquiry specified different offer validity.
- 12) If during the offer validity the Supplier withdraws the offer or the conditions specified therein, ICHEM Sp. z o.o. shall be entitled to seek compensation for damages (including lost profits) suffered due to the Supplier's withdrawal. Moreover, withdrawal of offer shall affect Supplier's evaluation in the selection process determining a shortlist of suppliers qualified for expected future purchase contracts.
- 13) Approval of the "General Terms of Delivery in ICHEM Sp. z o.o." shall be tantamount to their approval in the agreement being concluded with the Supplier. Agreement entered into by and between the parties shall prevail over GTD.

### **§3**

#### **Orders**

- 1) Supplier's offer specifying list of the Goods or Services shall constitute a basis for orders placed by ICHEM Sp. z o.o.
- 2) Goods or Services shall be delivered by the Suppliers based on a written or electronic order placed by ICHEM Sp. z o.o. Said Order shall be sent to the Supplier's electronic address. Under Article 68<sup>1</sup> of the Polish Civil Code an order constitutes an answer to the Supplier's offer

submitted in response to ICHEM Sp. z o.o. enquiry. This means that the content of the enquiry, the Suppliers' offer and the order constitute the entire agreement between the Parties on the cooperation concerning the said order. Cooperation terms specified in the order, in particular the ones determining the scope and details on the Goods or Services, as well as the prices and terms of delivery, cannot be changed in any way. If a separate written agreement on the subject of a given order is concluded, this agreement shall constitute the entire understandings between the Parties with respect to the cooperation covered by the order, and in the event of any discrepancies, the provisions of this agreement shall be binding for the Parties.

- 3) Each order placed by ICHEM Sp. z o.o. shall bear a reference number to which the Supplier shall be obliged to refer in its delivery documents, and in particular in a relevant invoice and the delivery note.
- 4) The order sent to the e-mail address designated by the Supplier shall be considered as a binding statement received by the Supplier with all consequences resulting therefrom. If the Supplier intends to change electronic address, no later than 7 days prior to the intended change the Supplier shall be obliged to notify ICHEM Sp. z o.o. on this fact, or else the Order sent to the last designated e-mail address shall be deemed to be duly served.
- 5) Within two business days after receiving the Order, the Supplier shall be obliged to send order confirmation. Should the Supplier fail to send such confirmation within the above specified time limit, the order shall be considered as confirmed with the terms specified in the said order.
- 6) All declarations of intent made in the Order shall be binding for the Parties. The Parties hereby declare, that all individuals, who on their behalf make declarations of intent in the form of the Order, are duly authorised to make such declarations, unless it can be proved, that a declaration was made by an unauthorised individual with known particulars, who can be held liable for his acting as an alleged representative.
- 7) If ICHEM Sp. z o.o. fails to respond to a declaration sent by e-mail, this shall not in any way create, modify or terminate legal relations. Article 68<sup>2</sup> and Article 69 of the Polish Civil Code with respect to offers addressed to ICHEM Sp. z o.o. shall not be applicable.
- 8) Article 66<sup>1</sup>, Article 68 and Article 72 § 1 of the Polish Civil Code with respect to Agreements based on these GTD shall not be applicable.
- 9) Confirming the order acceptance by the Supplier shall mean the acceptance of these GTD and all possible additional arrangements.
- 10) Different terms of delivery shall be binding only when they are confirmed by ICHEM Sp. z o.o.

#### **§4**

#### ***Execution of the order***

- 1) The Supplier hereby declares and guarantees, that all actions taken in order to execute the Order shall be consistent with the applicable provisions of law and shall not infringe the third parties rights. If in order to execute

a contractual obligation a consent or permission of any third party or a competent body is required, the Supplier shall be obliged to obtain such consent or permission.

- 2) If the Supplier performs its contractual obligations with the help of subcontractors, the Supplier shall be held fully responsible for their actions and omissions, as for his own ones.
- 3) Within the time limit and in the form indicated by ICHEM Sp. z o.o., the Supplier shall be obliged to provide information on the current status of the Order, and in particular on any circumstances, which can affect the Supplier's ability to meet the Order deadline.
- 4) Terms of order can be modified by the Supplier only with the prior written consent of ICHEM Sp. z o.o. Modification introduced by the Supplier without the prior written consent of ICHEM Sp. z o.o. shall be considered as non-binding, and the delivered goods shall be settled by ICHEM Sp. z o.o. based on the terms specified in the order.

## **§5**

### ***Delivery of goods or services***

- 1) Goods and services should be delivered under the conditions specified in the order with respect to the subject of delivery, its quality and quantity, the price, and the date and terms of delivery.
- 2) The term of delivery shall run from the date of order placement.
- 3) Suppliers shall be obliged to strictly comply with the term of delivery. If the Supplier believes that it is not able to comply with the date of delivery specified in the order, it shall be obliged to immediately notify ICHEM Sp. z o.o. of this fact and give the reasons for delay along with its expected duration. In such case, ICHEM Sp. z o.o. shall reserve the right to waive a given order without any costs being incurred by them, and the Supplier shall accept this right of ICHEM Sp. z o.o.
- 4) In every case the Supplier shall be liable for all damages resulting from a failure to execute, delayed execution, or improper execution of a confirmed order.
- 5) Both Parties reserve the right to change an agreed date of delivery (once or with respect to all future deliveries), provided they first receive written consent of the other party.
- 6) Unless the order specifies otherwise, actual execution of the order cannot exceed the agreed term of delivery.
- 7) Goods and services should be delivered to the location specified in the order by ICHEM Sp. z o.o. on account and at risk of the Supplier, unless the order specifies otherwise.
- 8) Until ICHEM Sp. z o.o. receives the goods, the Supplier shall take the risk of loss, damage or destruction of the goods.

## **§6**

### ***Delivery document***

- 1) Delivery Note is the document proving delivery of goods specified in a given order. Delivery Note should in particular contain the following:
  - Date of releasing goods from the Supplier's warehouse ,
  - Date of delivering goods to ICHEM Sp. z o.o.,
  - Number of order placed by ICHEM Sp. z o.o.,
  - Specification of the delivered goods following arrangement in the order placed by ICHEM Sp. z o.o.,
  - Quantity of returnable packaging (if applicable).

Delivery Note cannot include the price.

- 2) Moreover, the Delivery Note should include a confirmation of delivery acceptance bearing a legible signature and a stamp of an authorised employee of ICHEM Sp. z o.o. who receives the delivered goods, along with the date of delivery acceptance, quantity of goods received and quantity of returnable packaging received. The Supplier shall be obliged to obtain the confirmation of delivery acceptance in the form specified above, and in the event of a complaint being lodged the Supplier shall bear the consequences of a failure to obtain such confirmation. If the goods are delivered to ICHEM Sp. z o.o. by a carrier, it is the carrier who shall be obliged to obtain such confirmation on the Supplier's behalf.

## **§7**

### ***Invoice for the supplied goods***

- 1) One invoice should be issued for one order placed by ICHEM Sp. z o.o.. This does not apply to orders, whose execution is divided into more than one delivery, which requires that a separate invoice shall be issued for each delivery.
- 2) Each invoice shall include:
  - Address of the registered office of ICHEM Sp. z o.o. ,
  - NIP (VAT identification number) and Regon (Business identification number)
  - Order number and reference numbers specified by ICHEM Sp. z o.o.,
  - Name of the delivered Goods or Services,
  - Quantity,
  - Price,
  - Data required under the Goods and Services Tax Act [*Ustawa o podatku od towarów i usług*].
- 3) If an invoice does not satisfy the requirements specified in items 1 and 2, and in particular if the price stated in the invoice is inconsistent with the price applicable on the date of placing the order, or if the quantity of goods specified in the invoice is inconsistent with the quantity actually delivered, the Buyer shall refuse to pay the whole invoice until such inconsistency is settled. ICHEM Sp. z o.o. shall notify the Supplier in writing on any inconsistency found in the invoice and shall request a correcting invoice.
- 4) Invoice shall be sent to the address specified in the order.

**§8**

***Due date***

- 1) Payment for the delivered Goods or Services shall be made within the deadlines agreed by the Parties against the invoice satisfying the requirements specified in § 5 of the GTD, unless ICHEM Sp. z o.o. and the Supplier agree otherwise.
- 2) At the written request of the Supplier, the due date can be shortened if the Supplier grants the Buyer an additional discount of 2%.
- 3) Unless the Parties agree otherwise, maturity shall run from the date when ICHEM Sp. z o.o. receives the invoice.
- 4) If the ordered Goods or Services are not delivered despite issuing the invoice, the Supplier shall be obliged to issue a correcting invoice.
- 5) If the ordered Goods or Services are delivered following the date of receiving the invoice, maturity shall run from the date of delivering the Goods or Services. The Supplier shall be obliged to issue a correcting invoice.
- 6) The payment date is the date when the amount due is debited from the bank account of ICHEM Sp. z o.o.
- 7) In the case specified in § 5 clause 4, maturity shall be automatically extended and shall run from the date when ICHEM Sp. z o.o. receives a correctly issued invoice or an adjustment note.

**§9**

***Price and payments***

- 1) The agreed prices constituting basis for orders are fixed, constant prices, which include the costs of transportation and packing, and unless the order specifies otherwise it is not permitted to increase the prices after their acceptance.
- 2) Prices agreed in the Order shall completely satisfy financial claims of the Supplier and its employees and subcontractors with respect to the Order execution.
- 3) If the order does not specify the price, the Supplier shall apply the price agreed on with ICHEM Sp. z o.o. ,

**§10**

***Quality/complaints/guarantees***

- 1) The Supplier guarantees, that the ordered Goods or Services shall have exact features of the models or specifications fully approved by ICHEM Sp. z o.o., designs delivered and approved by ICHEM Sp. z o.o., and in case of the Goods or Services ordered by ICHEM Sp. z o.o. from the Supplier's offer, the products need to comply with the features and description specified in the last Supplier's catalogue or offer approved by ICHEM Sp. z o.o. The Service shall be provided allowing for the current state of knowledge and techniques.

- 2) The Supplier shall be obliged to obtain all permissions, attestations and other documents specified by the applicable provisions of law, which are required for the goods marketing. Copies of the aforementioned documents shall be provided to ICHEM Sp. z o.o. on request.
- 3) The Supplier shall provide ICHEM Sp. z o.o. with all documents, such as instruction manuals necessary or required to utilize, maintain and store the goods in a manner compatible with their intended use.
- 4) In the case of goods covered by a guarantee, the delivered goods shall be accompanied by relevant guarantee documents.
- 5) During the shelf life of the Goods the Supplier shall be held responsible for the quality of the goods and their consistency with the quality specification.
- 6) The Goods need to be packed in packagings, which prevent their damage during their loading, unloading, transportation, storage and warehouse transfer.
- 7) Quality and markings on the delivered goods shall be consistent with the applicable standards, applicable provisions of law and requirements specified in the order. Information of the packagings must include:
  - a) name of the Goods and identification of the Supplier,
  - b) quantity and measurement unit,
  - c) name and index numbers of ICHEM Sp. z o.o.
  - d) order number against which the goods are delivered
  - e) other data required by the provisions of law.
- 8) Labels on the collective packages must bear information on their content and quantity. Label shall also include all other data required by the relevant provisions of law.
- 9) The goods shall be accepted with the simultaneous reservation of the right to inspect them at a later date. The confirmation of the goods acceptance does not mean the confirmation of the quality of the accepted goods and the compliance of the delivery with the order. ICHEM Sp. z o.o. shall have the right to inspect the supplied goods after their delivery. Goods that do not comply with the provisions of law, or defective goods, can be placed at the disposal of the Supplier even if the defects have not been revealed until they began to be used.
- 10) In case of modification in the labelling, names, or descriptions of the Goods, the Supplier shall be obliged to immediately notify ICHEM Sp. z o.o. on this fact, but no later than 7 days prior to the intended modification.
- 11) If the Supplier expects, that certain Goods or Services are likely to be withdrawn from his offer, the Supplier shall be obliged to notify ICHEM Sp. z o.o. on such plans at least 6 months prior to their withdrawal. Such notice need to be made in writing, or else shall be null and void.
- 12) ICHEM Sp. z o.o. shall file a complain immediately after discovering inconsistency of the delivered Goods or the accompanying documents.
- 13) Complains shall be filed in a manner accepted for the orders placement.

- 14) The Supplier shall be obliged to consider a claim filed by ICHEM Sp. z o.o. within 7 days from its reception and send the response to the registered office of ICHEM Sp. z o.o. If within the time limit specified above the Supplier fails to provide his response, the said complaint shall be considered as accepted.
- 15) All documents relating to the complaint must refer to the complaint number.
- 16) If the complaint is filed due to non-conforming quantity of delivery, the Supplier shall be obliged to sent the missing goods free of charge or to sent a correcting invoice, as requested by ICHEM Sp. z o.o. in the complaint.
- 17) Within 12 months after the date of Delivery ICHEM Sp. z o.o. shall reserve the right to complain about defects of the delivered goods, in particular non-conforming quantity in the collective packages, physical defect of the unit packages and physical defects of the unit packages content or individual products. This does not apply to latent defects, which can be reported at any time - also after the aforementioned time limit - within 30 days from their discovery.
- 18) ICHEM Sp. z o.o. shall reserve the right to return the goods or withdraw from the agreement on Services (relevant notice shall be submitted by ICHEM Sp. z o.o. no later than 14 days after the day, when the following circumstances occur), in case of:
  - poor quality of the goods or services, including non-conformance with the specification in the order/agreement,
  - goods packed in a manner non-conforming with the terms specified in order,
  - goods and services non-conforming with the terms specified in clauses 1 2, 3 and 4,
  - goods and services whose delivery was delayed,
  - goods and services, which were not ordered.
- 19) In the events specified in clause 9, ICHEM Sp. z o.o. shall notify the Supplier on the time limit, within which the Supplier shall be obliged to collect or deliver the goods. Reception or return delivery shall be arranged on the Supplier's costs.
- 20) During the complaint process ICHEM Sp. z o.o. shall reserve the right to suspend an invoice payment.

## **§11**

### ***Final provisions***

- 1) During execution of orders the Supplier cannot infringe any third party rights and, in particular, trademark rights, registered utility models, trade names, copyright and patents. Any liability for infringing the aforementioned rights shall be incurred solely by the Supplier.
- 2) The Parties agree that any rights and obligations resulting from the orders placed by ICHEM Sp. z o.o. can be transferred to the third parties only upon the written consent of ICHEM Sp. z o.o. If such consent is obtained, the Supplier shall be held responsible for the actions and omissions of such third parties, as for own ones.

- 3) The Supplier shall indemnify ICHEM Sp. z o.o. against any claims of the third parties, resulting from the execution, failure to execute or improper execution of the Supplier's duties stemming from the Order.
- 4) Events of force majeure, and more generally, all circumstances, which can adversely affect fulfilment of the Supplier's duties, entitle ICHEM Sp. z o.o. to immediately terminate, limit or suspend cooperation between the Parties. In such cases the Suppliers shall not be entitled to claim damages from ICHEM Sp. z o.o. However, the aforementioned provision shall not apply to already delivered Goods or Services.
- 5) The Supplier shall be obliged to keep secret all confidential information acquired in the course of cooperation. This obligation shall be in force both during the term of this agreement and for five years following the date of its expiration or termination. Confidential information shall be understood as any information of such nature (or reasonably considered to be of confidential nature) which, if disclosed to third parties, may cause damage to the Party to this agreement, irrespective of the professional, commercial or any other nature of such information. Confidential information shall be, in particular, any information regarding the prices of the Goods and the volume of trading between the Parties. Confidential information can be disclosed, if this is required by relevant provisions of law, and in such case it shall be disclosed pursuant to and within the scope specified by such provisions.
- 6) ICHEM Sp. z o.o. reserves the right to modify these General Terms of Delivery.
- 7) Any modifications to these General Terms of Delivery must be made in writing or else shall be null and void. In the event of any discrepancies between the agreements and these General Terms of Delivery, the agreement shall prevail.
- 8) Cooperation between the Supplier and ICHEM Sp. z o.o. shall be governed by Polish law.
- 9) To all issues not settled in the agreement, the order, or these General Terms of Delivery, relevant provisions of law shall apply.
- 10) If any provision of the Agreement or the Order is found to be inconsistent with the applicable provisions of law, such provision shall be removed from the Agreement or the Order. The remaining part of the Agreement or the Order shall continue to be fully binding for the Parties.  
If it proves to be necessary for consistency of the Agreement or the Order interpretation, the Parties undertake to negotiate in good faith, in order to replace the removed provision with another alternative provision that is consistent with the law and analogous to the removed provision.
- 11) Any disputes resulting from the agreement, the order, or the General Terms of Delivery shall be settled by the common court of law with its seat in Łódź.