

GENERAL TERMS AND CONDITIONS OF EXPORT SALE OF PRODUCTS BY CYNK-MAL S.A. WITH ITS REGISTERED OFFICE IN LEGNICA, VALID SINCE 1 JANUARY 2023

I. GENERAL PROVISIONS

1. These General Terms and Conditions of Export Sales (hereinafter referred to as the 'GTC') define the principles for the conclusion of agreements for the sale of goods offered by CYNK - MAL S.A. with its registered office in Legnica entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Wrocław-Fabryczna in Wrocław, IX Economic Division of the National Court Register under no. 284987 (hereinafter referred to as the 'Seller') with commercial law entities and natural persons conducting business activity, for whom these activities directly relate to their business activity and are of a professional nature ('Buyer').
2. GTC constitute an integral part of any sales agreement concluded by the Seller with Buyer, unless the parties shall in writing under pain of nullity exclude the application of the all or a specified part GTC to the contract.
3. GTC are available on the website of the Seller at www.cynkmal.pl.
4. Terms and conditions in force at the Buyer, on performance of contracts with content different than GTC are not accepted by the Seller.
5. The Seller reserves itself the right to amend GTC at any time. New provisions of GTC will apply in relations between the Seller and the Buyer since notification to the Buyer for their content.
6. Information on the principles of processing of personal data of Buyers and their relevant rights is available on the Seller's website at www.cynkmal.pl in the GDPR tab.

II. INFORMATION AND PRICE LISTS

1. Announcements and information on goods and the prices in the commercial offer of the Seller are only of informational character and do not constitute an offer within the meaning of the provisions of Civil Code.
2. The prices contained in notices and information of the Seller are given in Euro and are net prices.
3. The sale prices shall be augmented by tax on goods and services at the rate applicable at the time of issuing invoice.

III. PURCHASE ORDERS

1. The sale agreement shall be concluded when the Seller accepts to execution an order of the Buyer and shall confirm in writing acceptance of the Buyer's order. In confirmation of order acceptance the Seller shall identify the number and type of goods to be sold, its price and value, form and date of payment and shall confirm the date and terms of delivery. The Seller may accept an order for execution, in whole or in part.
2. Until a written confirmation of the order acceptance the order placed does not bind the Seller, and lack of response from the Seller does not constitute a tacit confirmation of the order.
3. Order from the Buyer must be submitted in writing and should specify at least:
 - a. exact name and address of the Buyer,
 - b. quantity and type of goods ordered,
 - c. date and place of delivery,
 - d. proposed method and date of payment.
4. The order must be signed by a person authorized to place orders on behalf of the Buyer and bear the company stamp.
5. Placing an order by the Buyer and confirmation of the order by the Seller may take place electronically (handlowy@cynkmal.pl) or by fax: +48 76 855 15 01.
6. Withdrawal of confirmed order in whole or in part by the Buyer may occur only with the written consent of the Seller.
7. Seller may suspend or withdraw from execution of the accepted Order in situations when:
 - a. as a result of force majeure impossibility of performance by the Seller occurred,
 - b. total liabilities of the Buyer to the Seller exceeded the amount of the debt limit specified by the parties in a separate document,
 - c. The Buyer delays the payment to the Seller of any amounts due, or despite the call of the Seller shall not perform acceptance of the goods ordered,
 - d. Buyer's financial situation will deteriorate to the extent negatively affecting the performance of the obligations towards the Seller.

IV. DELIVERY OF THE ORDERED GOODS

1. Delivery time specified in the order confirmation should be treated as agreed between the parties.
2. Failure to meet the deadline for delivery by the Seller shall entitle the Buyer to assert its rights only if the Seller, despite the newly agreed terms, in writing, still does not perform the delivery. In the absence of confirmation of the delivery date in writing, the Seller shall make every effort to prepare the goods for acceptance, taking into account interests of the Buyer.
3. The Buyer is obliged to collect the ordered goods or accept them within 7 days after notification of the readiness to hand the goods over to the Seller. Delivery shall take place by handing the goods over to the Buyer, or a person authorised by it (e.g., carrier, forwarder) in the premises of the Seller. If the Buyer does not appear at the place and time of delivery, the goods are considered to be released and stored at the expense and risk of the Buyer.
4. Delivery of goods ordered in accordance with INCOTERMS 2020, based on the FCA (Free Carrier) rule.
 - a. before collection of the goods, the Buyer is obliged to submit to the Seller documents containing at least:
 - details of person authorized to collect the goods,
 - type and registration number of the mean of transport by which the goods are taken,
 - address to which the goods are transported, in case it is different than the address of the registered office of the Buyer business.

- b. where carriage of goods is contracted to a carrier (forwarder), the Buyer is obliged to submit to the Seller transport documents (CMR, Waybill), received from the carrier (shipper) responsible for export of goods from the territory of the country, which clearly show that the goods were delivered to their destination.
5. Delivery of goods ordered in accordance with INCOTERMS 2020, based on the CPT (Carriage Paid To) rule.
The Buyer is obliged to confirm the shipping documents (CMR, Waybill) received from a carrier (shipping agent) responsible for exports of goods from the territory of the country, which expressly state that the goods have been delivered to the destination.

V. PAYMENT TERMS

1. Payment for the goods sold shall take place in EUR, at the place and date specified in the invoice, or if no time is specified, within 30 days from the date of issuing goods to the Buyer. The Seller may in the trade agreement with the Buyer agree on other terms of payment.
2. As the date of payment shall be considered the date of crediting the bank account of the Seller.
3. All bank charges related to the Buyer's bank transfer and Correspondent bank are borne by the Buyer.
4. In the event of delay in payment the Seller shall be entitled to charge statutory interest.
5. In case of non-payment within the time specified in the invoice the Seller shall be entitled to initiate vindication proceedings. In such case, the Seller shall be entitled to demand payment of costs which these proceedings required, including the costs incurred as a result of covering the unpaid receivables by the Buyer by the insurer.
6. The Seller has the right to credit payment made by the Buyer for any invoice firstly as payment of interest for delay, then the oldest receivables due.
7. The seller reserves the right to set-off its claims with the claims of the Buyer under the terms of the Civil Code.
8. Filing a complaint does not entitle the Buyer to withhold payment for delivered goods or part thereof.

VI. QUANTITY AND QUALITY OF GOODS

1. The sale of goods is carried out on the basis of the current Product Guide, which constitute an integral part of the GTC. Current Product Guides are available on the Seller's website at www.cynkmal.pl in the Offer tab.
2. Quantitative sale of goods is carried out according to entities referred to in the order (kilograms, pieces or other).
3. If the order does not specify conformity of the goods with standard or does not contain a description of the desired quality of the product, it will be delivered as ordinary commercial goods, without liability for special quality requirements.
4. The Seller does not provide for the return of the purchased goods in case it is consistent with the content of the Buyer's order but did not match its requirements.

VII. COMPLAINTS

1. The Buyer is obliged to check the delivered goods in terms of quantity and quality, immediately upon receipt.
2. If the Buyer after verification states that during transport the shortages or damage occurred, it is obliged to prepare a report in the presence of the carrier and send it to the Seller within 7 days from the date of delivery. In the report it is necessary to place information on type of damage to the purchased goods (shortages or damages found, and a clear signature of the driver who delivered the goods, along with other required documents).
3. Any complaints in relation to purchased goods must be reported to the Seller immediately and in writing.
4. The Seller shall have the right to inspect the goods complained. In such cases, the Buyer is obliged to make the goods available for inspection and provide all conditions necessary to perform inspection and determine the merits of the complaint. If the Buyer does not make available the goods complained to the Seller, the Seller finds the complaint as unfounded.
5. If the complaint is justified, the Seller may at its discretion supplement the delivery, repair or replace the goods complained with free of defects, or adequately reduce the price. Seller's liability in respect of the complaint shall in no case exceed the value of goods complained.

VIII. FORCE MAJEURE

The Parties shall not be liable for partial or total non-performance of the agreement caused by force majeure. "Force Majeure" means circumstances of an extraordinary nature, caused by fate or events such as strikes, riots, war, disaster, an embargo on exports or imports, etc., which occurred after signing of the agreement and remained completely outside the control of the parties. Circumstances of force majeure should be confirmed in writing by the competent Chamber of Commerce.

IX. SCOPE OF SELLER RESPONSIBILITY

1. The Seller is not responsible for indirect losses and lost economic benefits due to physical defects in the goods sold.
2. The Seller shall not be in any case liable for the lack of features expected or assumed by the buyer if the Seller did not assured in writing of the existence of specific characteristics and suitability for a particular purpose.
3. Besides liability for product defects regulated in GTC, the Seller shall not be liable for any loss of the Buyer caused by goods or resulting from the possession or use – with the exception of mandatory liability, arising directly from the mandatory provisions of the law.

X. FINAL PROVISIONS

1. GTC are based on Polish law and to the conclusion of the contract of sale Polish law applies exclusively.
2. All disputes between the Parties shall first be resolved through negotiations. In the event that the Parties fail to reach an agreement through negotiations, the dispute shall be settled by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw.