

ZD CHEMIPAN

Institute of Physical Chemistry Polish Academy of Sciences

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY in transactions by the INSTITUTE OF PHYSICAL CHEMISTRY OF THE POLISH ACADEMY OF SCIENCES ZD CHEMIPAN

§ 1 General provisions

These General Terms and Conditions of Sale and Delivery (hereinafter the GTC) lay down rules for the sale of goods by THE INSTITUTE OF PHYSICAL CHEMISTRY OF THE POLISH ACADEMY OF SCIENCES, ZD CHEMIPAN (IPC PAS, ZD CHEMIPAN) with its headquarters in Warsaw at ul. Kasprzaka 44/52, 01-224 Warsaw, tax identification number NIP 525-000-87-55

1. These GTC constitute an integral part of any contract of sale entered into by ZD CHEMIPAN, including contracts entered into in the form of a written order, offered to the entity that is purchasing.
2. The GTC are available to the Buyer before concluding the written contract at the headquarters of ZD CHEMIPAN or on the following website: <https://ichf.edu.pl/en/chemipanrd>
3. These GTC are contractually binding for the parties for the sale of goods. The parties exclude the use of any other standard contracts (terms and conditions of contract, terms of sale, patterns of agreements, regulations, etc.) used or agreed by the Buyer.
4. The provisions of these GTC may only be amended in writing in order to be valid. The conclusion of a separate contract of sale precludes the application of these GTC only to the extent regulated within it in a different manner.
5. Any different arrangements made between the parties agreed and confirmed in writing shall take precedence over the GTC.

§ 2 Definitions

The following terms used in these GTC shall have the following meanings:

1. **Seller** – THE INSTITUTE OF PHYSICAL CHEMISTRY OF THE POLISH ACADEMY OF SCIENCES, ZD CHEMIPAN, ul.Kasprzaka 44/52, tax identification number NIP: 525-000-87-55
2. **Buyer** - any legal person, organisational unit without legal personality or natural person running a business.
3. **Payment date** - the day when the payment for goods falls due.
4. **Goods** - movable items, services, goods to be sold under the sales contract between the Seller and the Buyer.
5. **Order** – an offer to purchase products submitted by the Buyer in writing and delivered in person, by mail, courier, fax or e - mail, containing at least: the name of the product ordered, the quantity, all the Buyer's data necessary to issue a VAT invoice and company data with the tax identification number NIP, contact details, the manner, time and place of receipt of the ordered products.
6. **Confirmation** - a written statement from the Seller confirming acceptance of the order, issued to the Buyer upon its receipt, together with an indication of at least the price of the goods, the total

value of goods ordered, completion date, place and conditions of delivery/receipt and payment conditions.

§ 3 Order

1. The information on the website of the Seller in any catalogues, brochures, leaflets, advertisements or other publications does not constitute an offer within the meaning of the Civil Code, even if a price is given. Publications relating to the products offered by the Seller are for informational purposes only, and the patterns and samples issued by the Seller are for illustrative and demonstrative purposes, providing only an invitation for Buyers to submit Orders, based on the description of Goods and the conditions of delivery, including price. The detailed technical data given in the publications may change at any time, this also being due to continuous changes in the technology sector.
2. All offer enquiries should be addressed to: THE INSTITUTE OF PHYSICAL CHEMISTRY OF THE POLISH ACADEMY OF SCIENCES, ZD CHEMIPAN, ul. Kasprzaka 44/52, 02-224 Warsaw, e-mail: zdchemipan@ichf.edu.pl or by fax at +48 22 3433385 or any other addresses/numbers previously agreed in writing with the Seller.
3. The placing of an Order by the Buyer is tantamount to confirmation that the Buyer has read and accepted the GTC. The Buyer's Order should contain the following information:
 - a. The Buyer's name – and details of the person authorized to place Orders on behalf of the Buyer, together with the exact invoicing and delivery address
 - b. Tax identification number NIP or equivalent,
 - c. Offer number, if applicable,
 - d. The trade name or offer's alphanumeric symbol of the goods.
 - e. The quantity of Goods ordered,
 - f. The date, place and terms of delivery/receipt of the Goods.
4. A condition of the effective conclusion of a sales contract is the placing of an Order by the Buyer and written confirmation of the Order by the Seller (in the form of e-mail, fax or letter). Written confirmation of the Order means that the Seller has received the Order and has accepted it for implementation. The placing of an Order by the Buyer does not bind the Seller and failure to respond does not indicate a silent acceptance of the Order.
5. The Seller may suspend the implementation of the sale in the event of doubt as to the veracity of the data contained in the documents referred to in § 3 clause 2 of the GTC.
6. Cancellation of an Order by the Buyer is permitted only in exceptional cases after a written determination of the conditions of cancellation of the Order with the Seller. The Seller reserves the right to charge the Buyer any actual costs that have arisen up to the time of cancellation - no greater than the value of order.
7. If the impossibility of provision of the service by the Seller occurs as a result of force majeure, the Buyer shall have no claim for damages for failure to implement or delay in implementation of the contract. Events known as force majeure include events beyond the Seller's influence or control or that cannot be predicted.

§ 4 Price

1. In any different arrangements between the parties the price of the Goods is the price on the Order confirmation.
2. Prices quoted by the Seller are always net prices to which value-added tax shall be added at the rate applicable on the date of the invoice.
3. The Buyer shall pay the amount due from the sale of Goods by the date indicated on the invoice.
4. The Payment Date shall be the date the payment transaction is registered in the Seller's bank account, as specified on the invoice or the date of payment in cash.
5. In the event of non-payment by the Buyer within the prescribed period, the Seller is entitled to charge statutory interest for each day of delay, as well as to demand prepayment for Goods from subsequent Orders already accepted for implementation.

6. Failure to pay the amount due within the period specified on the invoice entitles the Seller to withhold the delivery of Goods and suspend the implementation of already accepted Orders. The Seller may make the execution of a new Order placed by a Buyer who is in arrears with payments or pays invoices in an untimely manner dependent on the payment of an advance towards the Buyer's new Order.
7. Unless the parties agree otherwise, payment for ordered Goods is made without any deductions for set-off or counterclaims.
8. The lodging of a complaint does not relieve the Buyer from the obligation to make payment for the Goods within the set deadline.

§ 5 Delivery

1. The Seller is not responsible for any loss, damage or costs (direct or indirect) arising from claims of the Buyer for any errors in delivery or delay caused by the logistics operator.
2. Delivery times resulting from agreements between the parties may be subject to change in the case of events for which the Seller is not responsible.
3. If the Buyer extends the set time of delivery, or in the case of non- acceptance of the Goods, the Seller has the right to charge the Buyer transport and storage costs of 0.1% of the value of the sale for each day of storage.
4. If the delay in receipt of the Goods exceeds 2 weeks, or if the Buyer refuses to accept the Goods, the rules set out in Section 3, Clause 5 shall apply.
5. Unless otherwise agreed EXW (INCOTERMS 2010) transportation rules apply plus the Seller's standard packing.

§ 6 Complaints

1. The Buyer is obliged immediately after receiving the Goods to check the conformity of the delivered Goods with the Order. He is obliged to check, in particular: the condition of the delivery, and the quality, quantity and assortment of delivered Goods, and in the case of any discrepancies, immediately report his reservations in this regard to the carrier and the Seller by filling in a Discrepancy Report Form indicating the nature of defects and/or non-compliance. The Seller reserves the right to inspect the damage reported at the point of delivery. Defects which can be immediately confirmed must be reported before using the product. If the Buyer does not complain within seven days, the product is regarded as being compliant with the Order. If a defect is discovered during use, the complaint must be reported immediately after discovery, no later than within 3 days from the date of its discovery. Otherwise the claim will not be recognised, which means that the responsibility of the Seller for the Goods is limited to liability under the Guarantee referred to in Section 8 of these GTC.
2. Complaints should be submitted by the Buyer in writing on the form available on the website of the Seller.
3. Within 21 days from the date of notification by the Buyer in writing of a quality complaint, the Seller is obliged to present his preliminary position on how to settle the complaint - the deadline for completion of the complaint procedure depends on the complexity of the case, including the date of carrying out arbitration testing.

§ 7 Transfer of risk and ownership

1. The risk of loss or damage/deterioration of the Goods, as well as the risk of any damage resulting from their possession and use shall pass to the Buyer when they are loaded on any means of transport of the first carrier.
2. The Seller reserves the right to ownership of the Goods sold, which has the effect that the Seller is the owner of the Goods until full payment of the amount due for the goods has been made and any other amounts due under the sales contract regardless of the place of storage or installation in other objects.

3. Upon commencement of insolvency proceedings or composition arrangement proceedings in relation to the Buyer, he is obliged to mark the Goods in a manner indicating the existence of retention of title to the Seller. In the case of seizure of property belonging to the Seller in the course of enforcement proceedings addressed to the Buyer's property, he shall immediately notify the Seller of this fact and cooperate in the implementation of his rights with respect to the entity making the seizure with full use of all available resources. At the request of the Seller, the Buyer shall promptly provide any information about where the Goods under retention of title are stored.

§ 8 Warranty

1. The Seller grants a warranty on its products. The warranty period is 12 months from the date of sale.
2. The warranty covers defects due to faulty design or execution or material defects. The Seller shall not be liable under the warranty if the defect results from misuse or abuse of Goods, in particular, is related to the violation of the principles of their proper operation, maintenance, storage or handling, as well as installation or assembly - specified in the instruction manual, or other documentation supplied to the Buyer, or customary for the given type of Goods, including those resulting from generally accepted technical rules (according to the current state of knowledge).
3. The warranty does not cover evident defects that the Buyer could find – by exercising due care - at the time of issue of the Goods, including implementing the obligation to receive and examine, referred to in § 6 section 5 above.
4. Events and facts on which the Seller has no influence, control, and cannot be predicted, are classified as FORCE MAJEURE and release the Seller from any warranty liability and delivery obligations. In particular, but not exclusively, the following random events are regarded as force majeure: strikes, riots, war, acts of terrorism, fires, natural disasters, explosions, sabotage, failures or arising from the need to comply with the dictates of public authority, laws or other legislation or conflict with employees, lockouts or court orders.
5. Unauthorized performance of repairs or alterations by the Buyer or on his behalf is unacceptable and results in a loss of warranty.
6. The liability of the Seller for any damage caused by a defective product is limited by the decision of the Seller's insurer's as regards the recognition of damage.
7. The total liability of the Seller to the Buyer for any damages, claims or other demands relating to or arising from the concluded contract (including by way of recourse) may not exceed the amount of the agreed price. Notwithstanding the foregoing, the Seller's liability does not cover: loss of profits, loss of contracts, loss of use, loss of data or loss consequential, or indirect, or any loss or damage of any kind arising from any reason, except in the cases referred to in these GTC.

§ 9 Final provisions

1. By accepting these GTC the Buyer agrees to the processing of personal data by the Seller and those acting on his behalf at home and abroad, in connection with the implementation of sales agreements of the Goods offered by the Seller.
2. The Institute of Physical Chemistry of the Polish Academy of Sciences, ZD Chemipan informs that it fulfils the obligations arising from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the repealing of Directive 95 / 46 / EC (GDPR), the Act of May 10, 2018 and other laws in force in the Polish legal system including Company internal personal data protection policy. In matters related to the protection of personal data, one should contact the IPC PAS Data Protection Supervisor, at the email address: iod@ichf.edu.pl
3. The Buyer shall not, without the consent of the Seller, forward any knowledge or information derived from commercial contacts with the Seller to third parties on matters covered by trade secrets.

4. The Buyer is entitled to assignment of rights and transfer of obligations resulting from the contract concluded with the Seller, including those described in these GTC, only with the explicit consent of the Seller given in writing.
5. The headings of the sections, points and paragraphs of these GTC are for order purposes only and do not affect the interpretation of the agreements.
6. In matters not covered in this GTC the provisions of Polish law, in particular the provisions of the Civil Code shall apply.
7. The annulment of individual provisions shall not affect the validity of the remaining provisions and GTC as a whole.
8. The Parties shall endeavour to amicably settle disputes arising in connection with the execution of the contracts covered by the GTC. Any dispute, if an amicable solution is not possible, shall be submitted by the parties to the jurisdiction of Polish courts - the authority competent to settle the dispute shall be the court of law competent for the headquarters of the Seller.

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