

GENERAL TERMS OF SALE
APPLIED BY CHEMES SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
WITH ITS REGISTERED OFFICE IN SADY
IN PROFESSIONAL TRADING
APPLICABLE FROM 01.11.2024

§ 1. Glossary

The following terms and expressions used in these General Terms of Sale, applied by Chemes Spółka z ograniczoną odpowiedzialnością with its registered office in Sady, in professional trading, shall have the following meanings:

- **Price List:** a list of Products offered to the Buyer by Chemes, along with indices and net prices of these Products;
- **Buyer:** an entrepreneur who enters into an Agreement with Chemes in the course of the Buyer's professional or business activities;
- **GTS:** these General Terms of Sale;
- **Order Confirmation:** confirmation of Chemes accepting the Order for execution, provided to the Buyer by Chemes in written or documented form - via email;
- **Chemes:** Chemes Spółka z ograniczoną odpowiedzialnością, with its registered office in Sady, at ul. Drukarska 1, 62 – 080 Sady, Poland, entered into the Register of Entrepreneurs of the National Court Register under the number KRS: 0000052921, holding NIP: 7810017800, REGON: 630171685, BDO 000118503, with share capital of 6,845,000.00 PLN;
- **Party:** either Chemes or the Buyer;
- **Parties:** collectively, Chemes and the Buyer;
- **Products:** goods that are the subject of the Agreement;
- **Agreement:** any contract for the sale of Products concluded between Chemes and the Buyer based on the Order and Order Confirmation, under the terms specified in the GTS, the Price List, and the Detailed Conditions (if applicable);
- **Detailed Conditions:** detailed commercial conditions for the sale of Products (including logistical and quality conditions) agreed between the Parties in at least documented form (including a framework cooperation agreement or general offer made by Chemes);
- **Order:** an offer made by the Buyer to Chemes – within the meaning of the provisions of the Civil Code of April 23, 1964 – to purchase Products from Chemes under the conditions specified in the GTS, the Price List, and the Detailed Conditions (if applicable);
- **Working Days:** weekdays from Monday to Friday, excluding those days which are public holidays in the Republic of Poland.

§ 2. General Provisions

1. The GTS regulate the rights and obligations of the Parties concerning the sale of Products by Chemes to the Buyer. The GTS do not apply to Buyers who are individuals purchasing Products for purposes not related to their professional or business activities, or where it is clear from the Agreement that it does not have a professional character for the Buyer, particularly in relation to the Buyer's business activities.
2. The sale of Products by Chemes to the Buyer is governed by the GTS, the Detailed Conditions (if applicable), and the Price List; the GTS are an integral part of every Order and every Agreement. In the event of discrepancies or conflicts between the provisions of the GTS, the Detailed Conditions, the Price List, or the agreements made between the Parties in documented form (via email), the following hierarchy shall apply: agreements between the Parties in documented form (via email), Detailed Conditions, Price List, GTS.
3. Chemes is not bound by any purchase conditions (including contract templates, regulations) applied by the Buyer. The conditions referred to in the preceding sentence do not apply to the sale of Products by Chemes to the Buyer.
4. The GTS bind the Buyer at the time of placing the Order or at the time of concluding any Agreement between Chemes and the Buyer concerning the sale of Products (whichever event occurs first). The GTS apply to all Agreements concluded between the Parties.
5. Information provided by Chemes in any form and manner, in particular, announcements, advertisements, price lists, and so-called trade conditions (including Detailed Conditions), do not constitute an offer within the meaning of the Civil Code but are an invitation to conclude an Agreement on the terms specified in these informations, and in the absence of such information – on the terms specified in the GTS.
6. The Buyer acknowledges and accepts that the Products require special conditions for transportation and storage in accordance with the instructions prepared by Chemes. The aforementioned instructions will be made available to the Buyer no later than at the time of delivery of the Products, unless otherwise agreed with the Buyer. The Buyer is obliged to familiarize himself with the aforementioned instructions and to comply with them during the

transportation and storage of the Products. Chemes has the right to change the aforementioned instructions, of which Chemes undertakes to inform the Buyer in documented form, and the Buyer is obliged to comply with them.

7. Chemes manufactures Products based on patterns/specifications provided by the Buyer and/or using graphic markings, logos, trademarks provided by the Buyer. The Buyer declares and ensures that on the day of their delivery to Chemes, he will hold the copyright, particularly proprietary copyrights, as well as industrial property rights, to the respective specifications, patterns of Products, graphic markings, logos, trademarks to the extent necessary for ordering the production of Products by Chemes and selling these Products to the Buyer by Chemes. The Buyer authorizes Chemes to use the specifications, patterns of Products, graphic markings, logos, trademarks delivered to Chemes to the extent necessary for ordering the production of Products by Chemes and selling these Products to the Buyer by Chemes for the entire period of cooperation between the Parties. The Buyer declares and ensures that the use by Chemes of the specifications, patterns of Products, graphic markings, logos, and trademarks provided by the Buyer for the purposes mentioned in the preceding sentence is free of charge. The Buyer bears full responsibility to Chemes for not holding the aforementioned rights to the specifications, patterns of Products, graphic markings, logos, and trademarks, particularly by indemnifying Chemes against all obligations towards third parties related to the production of Products based on the specifications, patterns of Products, graphic markings, logos, and trademarks provided by the Buyer, and undertakes to compensate for any damage suffered by Chemes in this regard. Moreover, Chemes bears no responsibility for the content and form of the aforementioned graphic markings, logos, and trademarks provided by the Buyer, as well as for the usability, functionality, and durability parameters of the Products manufactured in accordance with the patterns and specifications provided by the Buyer.
8. Graphic or textual designs created by Chemes at the request of the Buyer must be approved by the Buyer. After receiving approval from the Buyer, Chemes is not responsible for the content of these designs.
9. The Buyer acknowledges that all Products manufactured by Chemes at the Buyer's request are produced specifically for the Buyer's needs, therefore returns or exchanges of Products are not anticipated unless they were produced by Chemes not in accordance with their specification or assurances regarding the properties of the Products mentioned in the GTS. The Buyer acknowledges and accepts that the Products have a specified shelf life, which means that they should not be used after this period, as they may not have the properties assured by Chemes. Chemes bears no responsibility for Products (and their properties) that were used after their expiration date, which the Buyer accepts. The shelf life of individual Products varies and is indicated in § 5 sec. 2 of the GTS. Maintaining the specified shelf life of the Products is dependent on their transportation and storage according to the conditions specified in the specification of each Product and the conditions of transportation and storage by Chemes.

§ 3. Orders and Sale of Products

1. Orders placed by the Buyer shall be made in written form or in documented form – via email to the contact details provided by Chemes. The Order constitutes an offer within the meaning of the Polish Civil Code.
2. The Buyer's Order must include: the name and address of the Buyer, the ordered Products (quantity, indices), the proposed delivery date (if different from the one resulting from the applicable Detailed Conditions), and the proposed place of delivery (if different from the one specified in the GTS and applicable Detailed Conditions). The Buyer's Order constitutes an offer to purchase Products from Chemes at the price specified in the Detailed Conditions applicable on the day the Order is placed, or, in the absence of Detailed Conditions, at the price specified in the Price List applicable on the day the Order is placed, increased by VAT at the rate applicable for the transaction on the day the VAT invoice is issued, and under the remaining terms specified in the GTS and Detailed Conditions. Placing an Order by the Buyer simultaneously constitutes acceptance of the GTS and Detailed Conditions (if applicable).
3. If the Buyer places a defective Order (i.e., not in accordance with the GTS or Detailed Conditions, e.g., the Order does not meet the logistic minimum), or if Chemes has other doubts regarding the content of the Order, Chemes will inform the Buyer of this fact within 3 Working Days from the date of placing the Order.
4. If Chemes accepts the Order, it will, within 3 (three) Working Days from the date of receiving the Order, send the Buyer an Order Confirmation in documented form – via email or in another manner previously agreed upon with the Buyer. Confirmation of the Order by Chemes can also be the actual commencement of the execution of the Order placed by the Buyer. An Order not confirmed by Chemes does not create any obligations for Chemes concerning the sale of the Products covered by the Order. Upon the Order Confirmation by Chemes, the Agreement is concluded. Chemes may accept the Order in whole or in part.
5. Chemes may condition the acceptance of the Order on, in particular, the payment of overdue financial obligations of the Buyer along with interest, the cessation of other violations by the Buyer and the removal of their effects, or the provision of payment security by the Buyer in a form agreed between the Parties or the payment of an advance on

the Order in the amount specified by Chemes. Furthermore, if accepting the Order would exceed the trade credit limit referred to in § 6 sec. 7 of the Agreement, Chemes has the right to condition the acceptance of the Order on the payment by the Buyer of such a part of the financial obligations towards Chemes that is necessary to maintain the sum of the financial obligations of the Buyer towards Chemes (resulting from all Orders, including the new Order placed with Chemes by the Buyer under any legal titles) within the trade credit limit granted by Chemes.

6. The withdrawal (cancellation) of the Order by the Buyer after the acceptance of the Order by Chemes, according to sec. 4 above, always requires the consent of Chemes expressed in documented form.
7. The Buyer declares that all Orders placed by him or his employees, collaborators, subcontractors, are binding on the Buyer for a period of 10 (ten) Working Days from the date of their placement with Chemes, and the Buyer undertakes not to raise objections in this regard against Chemes.
8. The Order fulfillment deadline for specific Products is indicated in the Detailed Conditions, while the Parties may agree on another individual deadline during the acceptance of the Order (which will be confirmed by the Parties in written or documented form – via email). If the Parties have not agreed on Detailed Conditions, the Order fulfillment deadline will be agreed upon between the Parties at the time of placing the Order (which will be confirmed by the Parties in written or documented form – via email). Chemes informs the Buyer of the actual date of delivery of the Products, and the Buyer is obliged to prepare to receive the Products on the date specified by Chemes.
9. The place of delivery and release of the Products by Chemes is the headquarters of Chemes in Poland during the warehouse's working hours, and the Buyer, at its own cost and risk, is obliged to collect the Products and arrange for the transport of the Products from the aforementioned warehouse (according to the EXW Sady Incoterms 2020 rule), unless otherwise results from the Detailed Conditions, or the Parties agree on other individual delivery or transport conditions of the Products (which will be confirmed by the Parties in written or documented form – via email).
10. Chemes will label the Products and provide the Buyer with the documentation related to the Products according to the regulations in force in the Republic of Poland and the agreements made between the Parties in the Detailed Conditions unless the Parties have agreed on other rules in a separate agreement concluded in written form.
11. Chemes ensures and bears the costs of standard cardboard or foil packaging of the Products. Transport packaging (pallets) on which the Products are delivered are not subject to return to Chemes unless the Parties have agreed otherwise in a separate agreement concluded in written form.

§ 4. Receipt of Products

1. The Buyer is obliged to collect the Products at the collection point agreed according to § 3 sec. 9 of the GTS and within the deadline agreed according to § 3 sec. 8 of the GTS.
2. Upon the release of the Products to the Buyer or the carrier selected by the Buyer, the risk of loss or damage to the released Products passes to the Buyer unless the Parties have agreed on other rules for the delivery of specific Products.
3. At the time of release of the Products to the Buyer (or the carrier selected by the Buyer, depending on which event occurs earlier), the Buyer is obliged to check the quantity and quality of the (collective) packaging of the Products. Any reservations in this regard must be noted by the Buyer on the delivery note document or another document confirming the release of the Products (e.g., CMR waybill) and confirmed on this document by a Chemes employee, and in the case of delivery of the Products to a place other than the Chemes plant/warehouse – confirmed on this document by the driver delivering the Products and sent to Chemes in documented form – via email no later than on the next Working Day following the day of the release of the Products by Chemes, under the pain of losing the right to raise further objections in this regard. The lack of reservations by the Buyer on the delivery note document or another document confirming the release of the Products confirmed by a Chemes employee or the driver mentioned above, and the failure to send these reservations in documented form – via email to Chemes within the specified time, means the acceptance of the Products without reservations regarding both the quantity and the quality of the (collective) packaging.
4. Considering technological and production constraints, the Parties agree that the Products may be delivered with the reservation of possible quantity discrepancies compared to the ordered quantity, according to the following production tolerances:

- 501 to 5,000 units: +/-20%
- 5,001 to 25,000 units: +/-15%
- 25,001 to 50,000 units: +/-10%
- over 50,000 units: +/-5%.

Delivery within the above tolerance levels will be treated as the proper fulfillment by Chemes of the obligation to deliver the Products concerning their quantity. To avoid doubts, the Buyer will be obliged to pay the price for the Products actually delivered and will not pursue any claims from Chemes in the future for potential quantity discrepancies within the above-accepted tolerances.

5. Within 5 (five) Working Days from the release of the Products to the Buyer (or the carrier selected by the Buyer, depending on which event occurs earlier), the Buyer is obliged to check the quantity and quality of all Products carefully. Any reservations in this regard must be sent to Chemes in documented form – via email immediately after discovering the irregularities, but no later than within 5 (five) Working Days from the release of the Products to the Buyer (or the carrier), under the pain of losing the right to raise further objections in this regard (except for hidden defects). The lack of reservations by the Buyer within the specified time means the acceptance of the Products without reservations regarding both the quantity and quality of these Products. The submission of irregularities should include, among other things: photos describing the irregularities along with information enabling the identification of the packaging (name of the packaging, delivery document number, order number), and photos of the control label. Upon Chemes's request, the Buyer is obliged to make available or deliver (at Chemes's choice and at Chemes's cost) a sample of the claimed Product.
6. Raising objections regarding the quantity or quality of the Products' packaging or the Products themselves does not relieve the Buyer of the obligation to pay the price within the deadline specified on the VAT invoice covering the sale in the part corresponding to the Products received and not covered by the above objections.
7. Chemes shall review the Buyer's objections mentioned above within 5 (five) Working Days from the date of their submission to Chemes. If Chemes accepts the objections:
 - a) regarding quantity shortages (beyond the quantities indicated in the tolerance mentioned in § 4 sec. 4 of the GTS) – Chemes will make up the missing quantities of the Products within 5 Working Days from the date of acknowledging the complaint by Chemes or issue a corrective VAT invoice if requested by the Buyer;
 - b) b. regarding excess quantities (beyond the quantities indicated in the tolerance mentioned in § 4 sec. 4 of the GTS) – Chemes will collect the excess Products at its own expense at a time agreed upon by the Parties, or issue a VAT invoice for the excess Products if the Buyer agrees;
 - c) c. regarding the defectiveness of the Products – Chemes will deliver new Products within 5 Working Days from the date of acknowledging the complaint by Chemes or issue a corrective VAT invoice if requested by the Buyer; in the case of delivery of new Products, the Buyer shall return the defective Products to Chemes upon its request. The resolution of the Buyer's objections in the manner described above excludes the possibility of claiming further compensation (including damages) from Chemes.
8. The Order fulfillment deadline shall be considered met by Chemes if Chemes makes the Products available to the Buyer for collection within the time agreed under § 3 sec. 8 of the GTS and at the location agreed under § 3 sec. 9 of the GTS, unless the Products were not collected due to reasons attributable to Chemes.
9. If the Buyer fails to collect the ordered Products (including delays in collecting the ordered Products) or fails to confirm the receipt of the ordered Products for reasons attributable to the Buyer, Chemes has the right (at its discretion):
 - a) to deliver the ordered Products to the Buyer's headquarters at the Buyer's cost and risk, which does not preclude Chemes's right to claim compensation for damages resulting from the delay, or
 - b) to store the Products in Chemes's warehouses, with a storage fee of 60 PLN net (or the equivalent of this amount in another currency calculated according to the average exchange rate of that currency announced by the NBP on the day Chemes issues the relevant accounting document) per pallet with the ordered Products for each commenced month of storage in Chemes's warehouses, or to place the Products in storage at the Buyer's cost and risk, provided that the paid storage period does not exceed 90 (ninety) days, after which the Products will be destroyed at the Buyer's expense; and
 - c) to issue a VAT invoice documenting the sale of the Products and send it to the Buyer, and the Buyer shall be obliged to pay the aforementioned VAT invoice by the payment deadline, despite not having collected the Products from Chemes.
10. Chemes has the right to condition the delivery of the Products on the Buyer's payment of such a portion of the financial obligations owed to Chemes that is necessary to keep the total financial obligations of the Buyer to Chemes

(resulting from all orders placed with Chemes by the Buyer under any legal titles) within the trade credit limit referred to in § 6 sec. 7 of the Agreement.

11. If Chemes fails to meet the Order fulfillment deadline due to circumstances for which Chemes is responsible, the Buyer is obliged, before withdrawing from the Agreement, to set an additional deadline for Chemes of at least 15 (fifteen) Working Days from the date of the additional request for the fulfillment of the Order confirmed by Chemes.
12. Chemes reserves the right to deliver the Products to the Buyer in parts (batches), and the Buyer agrees to this.
13. The Buyer ensures that the persons receiving the Products on behalf of or on the order of the Buyer at Chemes's plant or warehouse or any other place of delivery of the Products will be authorized to receive the Products on behalf of the Buyer, and in this regard, the Buyer declares that it will not raise any objections against Chemes.

§ 5. Warranty and Liability of Chemes

1. Chemes grants the Buyer a warranty for the quality of the Products, i.e., it ensures that the Products meet the requirements specified in the specification referred to in § 2 sec. 7 of the GTS. The warranty is granted exclusively to the Buyer and is non-transferable.
2. Due to the physicochemical properties of the materials used in the production of the Products, including paints and varnishes, Chemes grants the Buyer a warranty for the Products sold for the duration of their shelf life determined by Chemes, depending on the type of these materials, as follows:
 - a. PVC/PET - 6 months,
 - b. OPS - 4 months,
 - c. Polyolefin - 3 months.
 - d.
 - e. The warranty period is counted from the date of production of the given Product. Chemes reserves the right to establish a different warranty period due to the specific properties of the materials used in the manufactured Products, which will be agreed upon with the Buyer in documented form.
3. The Buyer is obliged to report defects in the Products (hereinafter referred to as "complaint") to Chemes immediately, no later than within 2 Working Days from the date the defects are discovered, under the penalty of losing warranty rights. The complaint should include a detailed description of the defects in the Products along with a photo of the claimed Products. The proof of purchase of the Products should be attached to the complaint. If the proof of purchase, photo of the claimed Products, or the above information is not provided, the complaint will remain unrecognized. Within 7 days from the date of proper submission of the complaint, Chemes has the right to request the Buyer to send - at Chemes's expense - the claimed Products or their parts for inspection and testing of the claimed Products at Chemes's headquarters. Within 14 days from the date of proper submission of the complaint, Chemes will review the complaint and inform the Buyer whether it acknowledges or rejects the complaint. If the claimed Products are sent to Chemes for inspection, the time for resolving the complaint will be extended by the period between the request for the Buyer to send the claimed Products and the actual receipt of these Products by Chemes. If Chemes acknowledges the complaint, within 21 days from the date of proper submission of the complaint, Chemes or an entity designated by it will remedy the acknowledged defects in the Products. The defects may be remedied by: a. replacing the claimed Products with new Products, or b. repairing the claimed Products, or c. refunding all or part of the net price of the claimed Products paid to Chemes by the Buyer (depending on the severity of the defects).
4. Chemes is not responsible for damages and defects in the Products that occurred as a result of transporting (including unloading) or storing the Products contrary to the transportation or storage instructions referred to in § 2 sec. 6 of the GTS, as well as as a result of improper use, normal wear and tear, or unauthorized interference with the Products by a third party (including any modifications made on the Buyer's own initiative or by a third party). In particular, Chemes is not responsible for mechanical damage to the Products that occurred after the risk passed to the Buyer, as well as for defects resulting from the action of chemical agents and temperatures that were not previously agreed with Chemes during the specification of the Products. Chemes is not responsible for damages and defects in the Products that occurred as a result of or due to the use of the Products in a manner inconsistent with their intended purpose.
5. Chemes's contractual and tort liability towards the Buyer is limited exclusively to direct damages in the form of actual losses incurred by the Buyer, but not exceeding 100% (one hundred percent) of the price of each of the Products (as indicated on the invoice issued by Chemes) that was not delivered, was delivered late due to Chemes's fault, or was defective. Chemes is not liable to the Buyer for indirect (consequential) damages, as well as for the Buyer's lost profits (lucrum cessans). The above limitations do not apply if the damage was caused to the Buyer by Chemes intentionally.

6. Until the final resolution of the complaint, the Buyer is obliged to store the claimed Products properly, preventing their potential damage or loss.
7. If the complaint is acknowledged under the warranty, Chemes will dispose of the claimed Products at its own expense, with respect to which Chemes has acknowledged the defects (in the case of sending these Products to Chemes upon its request), or Chemes will cover the cost of disposal of the Products, with respect to which Chemes has acknowledged the defects, as previously agreed (prior to disposal) between the Buyer and Chemes (in the case where the claimed Products were not sent to Chemes). Chemes also has the right to request the Buyer to send the claimed Products after the complaint has been acknowledged by Chemes. In such a case, Chemes will cover the costs of sending the Products to the location indicated by Chemes.
8. Chemes has the right to withhold the fulfillment of the Buyer's warranty claims until the Buyer has settled all outstanding payments owed to Chemes under the Agreements.
9. The Parties exclude the warranty for physical defects of the Products.

§ 6. Payments

1. Under the Agreement, the Buyer shall pay for the Products indicated in the Order the sale price specified in the Agreement, in accordance with the Detailed Conditions applicable on the day the Order is placed, or, in the absence of Detailed Conditions, the price specified in the Price List applicable on the day the Order is placed, increased by VAT at the rate applicable for the transaction on the day the VAT invoice is issued. The Detailed Conditions as well as the Price List may be unilaterally amended by Chemes and communicated to the Buyer in written or documented form – via email, unless otherwise stated in the Detailed Conditions. The new Detailed Conditions and the new Price List shall take effect 30 (thirty) days after they are delivered to the Buyer, unless the Parties agree on a different date for the new Detailed Conditions or Price List to take effect (which will be confirmed by the Parties in written or documented form – via email).
2. The Buyer agrees to receive VAT invoices electronically in *.pdf format to the email address indicated in the Order, or the email address from which Chemes received the Order from the Buyer, or to another email address indicated by the Buyer for the purpose of sending VAT invoices.
3. The Buyer is obliged to pay Chemes the price for the ordered Products based on the issued VAT invoice via bank transfer to the bank account indicated on the VAT invoice, within the payment deadline agreed upon in the Detailed Conditions or indicated in the Price List (in the absence of Detailed Conditions), unless the Parties agree on a different individual payment deadline (which will be confirmed by the Parties in written or documented form – via email). The payment deadline is specified in days and is counted from the date of issuance of the VAT invoice by Chemes.
4. The Buyer authorizes Chemes to issue VAT invoices without the Buyer's signature.
5. Chemes issues a VAT invoice and delivers it to the Buyer on the day the Products are made available to the Buyer according to § 3 sec. 9 of the GTS, or on the day the Goods are shipped to the Buyer, or on another date agreed upon by the Parties.
6. The date of payment shall be the date on which Chemes's bank account is credited.
7. Chemes may grant the Buyer a credit limit (trade credit), which will be set out in the Detailed Conditions or another document concluded in at least documented form. The trade credit will represent the maximum value of the Buyer's debt resulting from VAT invoices issued by Chemes documenting the delivery of Products at any given time. The available trade credit limit may be changed based on a decision by Chemes, which will be communicated to the Buyer in documented form – via email.
8. In the event of delay in the fulfillment of any due obligations by the Buyer, Chemes, regardless of the claim for interest for delay in accordance with current legal regulations, has the right to:
 - a). suspend the execution of any Order confirmed by Chemes until the Buyer has paid (including statutory interest for delay in commercial transactions and additional collection costs) all due obligations, of which Chemes will promptly inform the Buyer in documented form – via email; the occurrence of the above circumstances results in the extension of the deadline for the execution of the confirmed Order by the time between the notification of the Buyer of the unpaid due obligations and the settlement by the Buyer of all due obligations; the suspension of the execution of the confirmed Order under the circumstances described in this provision does not constitute non-performance or improper performance of the Agreement by Chemes and does not result in any negative legal or financial consequences for Chemes; and/or

b). after prior request to the Buyer to settle the due obligations within 7 (seven) days and the ineffective expiration of that period - to withdraw from the Agreement concerning the unpaid batch of Products or all Agreements concluded but not yet executed by Chemes for the Buyer; and/or

c.) require prepayment by the Buyer for the entire price of the next batches of Products ordered or the presentation of adequate payment security in a form satisfactory to Chemes.

9. In the situation described in § 6 sec. 8 lit. b of the GTS, Chemes shall be obliged to dispose of the aforementioned Products, and the Buyer shall be obliged to pay Chemes a contractual penalty in the amount of the total sale price of the aforementioned Products agreed upon between Chemes and the Buyer, as well as the costs of disposing of the aforementioned Products, to which the Buyer consents.
10. Chemes has the right to apply § 6 sec. 8 lit. c of the GTS also in the case of justified doubts regarding the Buyer's solvency or financial situation (including creditworthiness).
11. In the case of sales with deferred payment, Chemes may require security for payment in the form of a promissory note, guarantee, or another form agreed with the Buyer.

§ 7. Force Majeure

1. Neither Party shall be liable in the event of a force majeure occurrence.
2. Force majeure does not exempt the obligation to settle payments for Products delivered to the Buyer.
3. Force majeure is understood as an external event that is impossible to foresee and whose effects cannot be prevented (e.g., state of war, state of emergency, fire, flood, riots, terrorist attacks, strikes, disruption of supply chains, state of epidemic or pandemic, other actions by state authorities that prevent the performance of the Agreement, as well as disruptions in the operation of the production plant not caused by Chemes, including those resulting from restrictions or lack of utilities, particularly electricity).
4. The time for fulfilling the Order shall automatically be extended by the duration of the force majeure event.
5. If the force majeure state lasts longer than 3 (three) months, either Party has the right to withdraw from the unfulfilled Agreement without any negative legal or financial consequences, informing the other Party of this decision in documented form – via email.

§ 8. Dispute Resolution

1. Any disputes that may arise under the GTS or any Agreement, including those related to the execution of the Order and the delivery of Products by Chemes to the Buyer, shall be resolved amicably between the Parties. If it is not possible to resolve the disputes amicably within 15 days, the disputes shall be settled by a Polish common court competent for the registered office of Chemes. However, Chemes may also bring an action before the court competent for the registered office of the Buyer.

§ 9. Final Provisions

1. The GTS, Detailed Conditions, the Agreement concluded based on the GTS, Orders, and any other agreements between the Parties concerning the sale of Products to the Buyer by Chemes are governed by Polish law. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Matters not regulated in the Agreement, Detailed Conditions, and the GTS shall be governed by the provisions of the Polish Civil Code.
2. The invalidity or ineffectiveness of any provision of the GTS shall not affect the validity or effectiveness of the other provisions of the GTS. In such a case, the relevant provisions of Polish law shall apply instead of the invalid or ineffective provisions of the GTS.
3. The Buyer is not entitled to transfer any rights (including receivables) arising from the Agreement or Order to any third party without the prior written consent of Chemes. The Buyer may only offset its receivables against Chemes with Chemes's consent, and without its consent, offsetting may only occur if these receivables arise from the same Agreement, are undisputed, and have been unequivocally acknowledged in writing by Chemes or adjudicated by a final court judgment.