

GENERAL TERMS OF SALE
adopted by
**BIVERIS Spółka z ograniczoną odpowiedzialnością (limited liability
company)**
with its registered office in Warsaw

Unless defined elsewhere in these General Terms of Sale, the following terms have the meanings set out below:

1. **Seller:** BIVERIS Spółka z ograniczoną odpowiedzialnością.
2. **Buyer:** any Entrepreneur that has concluded a sales contract with the Seller.
3. **Entrepreneur:** an entrepreneur within the meaning of the Act of 23 April 1964 – the Civil Code (consolidated text: Journal of Laws of 2026, item 795) (hereinafter the “**Civil Code**”), i.e. a natural person, legal person or organisational unit conducting business or professional activity in its own name.
4. **Goods:** all products offered by the Seller, whether manufactured directly by the Seller or by third parties.
5. **Order:** the Buyer’s declaration of intent to purchase Goods, made in the form specified in the General Terms of Sale and, where expressly stated in its content, also an instruction to the Seller to develop a formulation for the Goods.
6. **Sales Offer:** a document issued individually by the Seller to a given Buyer, containing in particular the name, quality parameters, quantity and price of the Goods; the method and deadline of payment; and other additional information concerning the sales contract.
7. **GTS:** these general terms of sale.
8. **Contract:** a contract for the sale or manufacture of Goods concluded by the Seller.
9. **Parties:** the parties to the Contract.
10. **Unit Packaging:** a description of the label together with a detailed visualisation of the unit packaging in which the Goods are to be packed.
11. **Specification:** the specification and guidelines concerning the Goods.
12. **Order Confirmation:** the Seller’s confirmation that an order has been accepted for performance, issued in the form of an electronic document.

§ 1
[Scope of Application]

1. These GTS constitute general terms of contract within the meaning of Article 384 of the Civil Code and, to that extent, govern, among other things, the content of contracts for the sale, delivery and manufacture of Goods concluded by the Seller.
2. The provisions of the GTS form an integral part of every Contract, unless the Parties agree otherwise by separate arrangement.
3. Any amendments to, clarifications of or exclusions from the provisions of these GTS require the Seller’s consent given in writing, otherwise being null and void.
4. Any general terms of contract adopted by the Buyer are excluded from transactions with the Seller, to which only these GTS or other general terms of contract adopted by the Seller apply.

5. Where the Buyer has an ongoing business relationship with the Seller, the Buyer's one-time acceptance of the GTS constitutes acceptance of the GTS for all subsequent orders and contracts concluded between the Parties until the GTS are amended or revoked, unless the Parties agree otherwise.
6. The General Terms of Sale are made available to the Buyer for acceptance on the Seller's website: www.biveris.com, in a form that allows the Buyer to download and use them, and in hard copy at the Seller's registered office.
7. The Buyer is responsible for obtaining all permits required by law and for completing any procedures required by the state authorities of the Buyer's country.

§ 2

[Conclusion of the Contract]

1. Announcements, advertisements and catalogues relating to the Goods offered by the Seller do not constitute an offer within the meaning of the Civil Code, but merely an invitation to place an Order.
2. All technical information concerning the Goods contained in catalogues, leaflets and other promotional materials presented by the Seller is for information purposes only and is binding only to the extent accepted by both Parties.
3. A Contract between the Parties on the terms set out in these GTS is concluded when the Buyer accepts, in written, documentary or electronic form by e-mail, a Sales Offer submitted by the Seller; or when the Buyer places an Order in written, documentary or electronic form by e-mail and the Seller expressly confirms acceptance of the Order for performance in written, documentary or electronic form by e-mail (hereinafter the "**Order Confirmation**").
4. In every case, the Buyer shall place the Order in writing, in documentary form or electronically, specifying at least:
 - a. the Buyer's name and address,
 - b. the Specification of the Goods ordered,
 - c. the quantity of the Goods ordered,
 - d. the collection or delivery date,
 - e. the price,
 - f. the place of collection or delivery.
5. Orders placed in written, documentary or electronic form, by telephone, by fax or in person at the Seller's registered office require an Order Confirmation. If the Buyer raises no objections within 24 hours, the terms contained in the Order Confirmation are deemed accepted.
6. Where possible, the Seller will confirm the Order or, in response to the Order, submit its own Sales Offer without confirming the Order. The Order Confirmation is sent by the Seller to the person who placed the Order or to a person authorised by the Buyer in accordance with the provisions of the GTS.
7. If the Seller does not send an Order Confirmation, this means that the Order has not been accepted for performance, unless the Seller has commenced performance of the Order.
8. If the Buyer's Order introduces any changes or reservations in relation to the Sales Offer, the Contract is concluded only once the Seller has confirmed acceptance of

the Order, taking those changes or reservations into account, in written, documentary or electronic form by e-mail.

9. If the Buyer places an Order without having previously received a Sales Offer from the Seller, conclusion of the Contract requires an Order Confirmation. The provisions above apply accordingly.
10. If the terms contained in the Seller's Order Confirmation differ from the content of the Order and the Buyer does not object to the inclusion of the amended terms in the Contract without undue delay – i.e. within 24 hours of receiving the Order Confirmation – the Parties will be bound by a Contract with the content set out in the GTS and the Order, taking into account the changes contained in the Order Confirmation.
11. If the terms contained in the Order Confirmation differ materially from the content of the Order, in particular with regard to the price, quality or quantity of the Goods, the Order Confirmation will be treated as a Sales Offer. The Contract is also deemed concluded if the Buyer accepts the Sales Offer (Order Confirmation). If the Sales Offer (Order Confirmation) is accepted by the Buyer, the Parties will be bound by a Contract with the content set out in the GTS and the Order, taking into account the changes contained in the Order Confirmation. Acceptance of a Sales Offer with reservations introduced by the Buyer will be treated as a new Order.
12. The Contract is deemed concluded on the day on which the Buyer receives the Order Confirmation from the Seller or on the day on which the Seller commences performance of the Order. In the case referred to in section 10, the Contract is deemed concluded on the day on which the Seller receives the Buyer's acceptance of the Sales Offer.
13. Any deviation of the provisions of an individual Contract from the GTS binds the Parties from the day on which the Seller accepts such changes in writing, otherwise being null and void, and applies only to the Contract concerned and not to any other contracts binding the Parties.
14. Furthermore, any changes to or cancellation of an Order may be made only with the Seller's written consent.
15. The Seller reserves the right to make partial deliveries, as well as to deliver quantities up to 10% higher or lower than those specified in the Order, resulting from the filling method or for safety reasons.
For certain products to which a wider tolerance range applies, deviations within those limits will be deemed compliant with the Contract, provided that this has been agreed between the parties and confirmed in the Order Confirmation.
Quantity deviations will be reflected accordingly in the sales invoices.

§ 3

[Specification of the Goods]

1. The quality of the Goods is determined solely by the information or documentation provided by the Seller, unless the Seller specifies otherwise in the Order Confirmation or the Sales Offer. Any changes to the Specification made by the Buyer require the Seller's acceptance in written or electronic form, otherwise being null and void.

2. The Specification will be prepared in its entirety by the Buyer and will also include the formulation of the Goods, unless the Parties expressly agree otherwise in the Order, in which they will determine in particular the cost, scope and deadline for the Seller's development of the formulation of the Goods.
3. The Seller carries out the production process from sourcing the raw materials through to manufacturing the finished Goods in Unit Packaging, provided that the Seller may also develop the formulation of the Goods if the Order so provides.
4. Where the Contract also covers the development of the formulation of the Goods by the Seller, the Specification will include the Buyer's detailed guidelines necessary for the Seller to develop the formulation of the Goods.
5. In every case, the cost of preparing the Specification and the formulation of the Goods, as well as responsibility for the complete documentation of the Goods and the Specification, rests with the Buyer.
6. All raw materials used to manufacture the Goods will be sourced by the Seller from a source of the Seller's choosing, unless the Parties expressly agree otherwise in the Contract.
7. The Buyer warrants that the Specification and other data concerning the Goods provided to the Seller:
 - a. are complete, correct and compliant with applicable law;
 - b. do not infringe the rights of third parties, in particular copyrights, trademark rights, designs, designations and other intellectual property rights;
 - c. enable the lawful manufacture, labelling, advertising and placing on the market of the Goods;
 - d. with respect to formulation, composition and directions for use, do not pose a risk to life or health when used as intended.
8. If raw materials or other materials are supplied by the Buyer, the Buyer bears full and sole responsibility for their quality, safety, legality, suitability for the production process, compliance with the Specification, shelf life, transport and storage conditions, and the completeness of documentation, certificates and test results. The Seller may refuse to use such materials if it has doubts as to their quality, safety, legality or suitability. Such refusal does not constitute non-performance or improper performance of the Contract by the Seller.

§ 4

[Types and Terms of Delivery]

1. Unless the Parties agree otherwise, EXW delivery terms (current version of INCOTERMS) apply.
2. Goods purchased by the Buyer are delivered solely on the basis of the Buyer's Order. The lead time for each Order is agreed individually by the Parties to the Contract.
3. The Buyer is obliged to collect the ordered Goods at the place and on the date specified in the Contract as the collection/delivery date. If the Buyer fails to fulfil this obligation within 5 business days, the Seller is entitled to charge the Buyer for storage costs of the goods and, in addition, to withdraw from the Contract within that period and sell the Goods to another customer. The Buyer is obliged to pay for the storage of the Goods covered by the Contract on the basis of the invoice

received, in accordance with the Seller's applicable storage rates, by the deadline specified in the invoice.

4. Where the Parties agree that the Buyer will collect the Goods in batches, the final deadline for collecting the entire lot of Goods will be specified in the Order Confirmation.
5. The Buyer is liable for any losses resulting from delayed unloading and collection of the Goods, or from downtime or immobilisation of the means of transport used by the Seller or by entities to which the Seller has entrusted transport services.
6. If the terms of the Contract include delivery of the Goods to the destination specified in the Order or the Sales Offer using the means of transport of the Seller or of entities to which the Seller has entrusted transport services, the Buyer is obliged to ensure the presence of a person authorised to collect the Goods on the Buyer's behalf on the date specified as the collection date, at the place indicated in the Contract.
7. The person collecting the Goods on behalf of the Buyer must confirm receipt of the Goods on the delivery documents with a handwritten signature, stating his or her full name and affixing the Buyer's company stamp.
8. Where employees of the Seller or entities entrusted with the sales service assist the Buyer in unloading or storing materials, they do so in each case at the Buyer's risk and not as assistance provided by the Seller.
9. The Goods specified in the Contract may be released in batches. In the case of deliveries made in batches, the Seller is entitled to issue a separate invoice for each batch of Goods.
10. If the Seller fails to deliver the Goods to the Buyer on the agreed date for reasons beyond its control, including, for example, late delivery of goods by the Seller's suppliers, force majeure, unforeseen disruptions to the Seller's operations, in particular lack or shortage of energy, delays in transport or customs procedures, road blockades, or time restrictions on road transport – the delivery date is automatically postponed by the duration of the obstacle. In such a case, the Buyer is not entitled to file complaints or raise any other claims against the Seller, in particular claims for damages arising from the delay in delivery.
11. The Seller may make performance of an Order placed by the Buyer conditional on prepayment for the new Order, even if such Order has previously been confirmed by the Seller, in particular where the Buyer is in arrears with payments, pays late, or there are doubts as to payment for the Goods. The Seller may also make performance of a subsequent Order, even one confirmed by the Buyer, conditional on the Buyer settling all outstanding amounts owed to the Seller.
12. In the event of late payment, the Seller reserves the right to suspend further deliveries and to charge the Buyer statutory interest for late payment until all amounts due, together with interest, have been settled. Until then, the Goods remain the Seller's property, even though they have been released from the Seller's warehouse.
13. Filing a complaint does not release the Buyer from the obligation to pay for the Goods or services by the agreed deadline.

14. The Buyer may withdraw from collecting the ordered Goods after the Seller has accepted the Order only with the Seller's written consent. In the event of withdrawal from the Order in whole or in part with the Seller's consent, the Buyer is obliged to pay:
- a. the full price of Goods already manufactured;
 - b. the value of work performed and production already commenced;
 - c. the cost of raw materials, packaging and other materials ordered for the given Order;
 - d. the costs of cancelling orders placed with suppliers or subcontractors;
 - e. storage, return and disposal costs.
- The total amount of the above charges may correspond to the net value of the Confirmed Order. The charges are payable within 7 days of delivery of the statement of account to the Buyer.
15. If, after the transaction has been concluded, circumstances come to light indicating a significant deterioration in the Buyer's financial situation (e.g. cancellation of the Buyer's credit limit by an insurance company, of which the Buyer is obliged to notify the Seller immediately), the Seller is entitled to cancel the Order, even if it has previously been confirmed by the Seller, or to demand payment before delivery of the Goods, notwithstanding any earlier arrangements to the contrary, and to demand immediate payment of all other amounts due, even those not yet payable, for earlier deliveries made by the Seller to the same Buyer.
16. The Seller reserves the right – without the need to obtain the Buyer's consent – to assign to a factor receivables that are not yet due, evidenced by invoices arising from current commercial transactions with the Buyer.

§ 5

[Complaints]

1. The Buyer is obliged to inspect the condition of the Goods immediately on the day of collection, exercising due diligence. Any quantity shortfalls and damage to the Goods must be identified and confirmed in a complaint report drawn up in writing, otherwise being null and void, immediately on the day of collection/delivery of the Goods by the person receiving the Goods, and signed by the driver or other person releasing the Goods, in each case before any processing of those Goods begins; otherwise, the rights arising from the Seller's liability for quantity shortfalls expire.
2. In the case of quantity shortfalls, the complaint report should indicate the discrepancies between the Goods actually delivered and the warehouse release documentation and the consignment note.
3. If the Goods are delivered by a forwarding company/courier, the Buyer is obliged to inspect the shipment upon delivery and to note on the consignment note any quantity shortfalls or damage to the shipment that have been identified. The damage report should be signed by the courier delivering the shipment.
4. Complaints concerning quantity shortfalls or damage to the Goods should be submitted without delay in writing by the Buyer or a person authorised in accordance with these GTS to the address of the Seller's registered office or electronically by e-mail.

5. Warehouse release documentation and consignment notes signed by the Buyer, by persons authorised by the Buyer in accordance with these GTS, or by persons collecting the Goods, without additional notes, will constitute proof for the Seller that the given batch of Goods was accepted without reservations as to quantity or damage.
6. If the agreed terms of performance of the Contract provide for collection of the Goods from the Seller's warehouse by the Buyer's means of transport, the Seller is not liable for quantity shortfalls or damage to the Goods caused by improper loading, transport, unloading or storage of the Goods by the Buyer.
7. Complaints concerning quantity shortfalls or damage to the Goods are processed by the Seller within a period justified by the nature of the reported non-conformity and the scope of the necessary tests or clarifications.
8. If a complaint concerning quantity shortfalls or damage to the Goods is upheld, the Seller may, at its own discretion, replace the Goods, deliver the missing quantities, reduce the price of the Goods, or withdraw from the Contract in whole or in part and refund to the Buyer the price paid for the Goods or part thereof. Shortfalls are made up or damaged Goods replaced within a period agreed between the Seller and the Buyer.
9. A condition for accepting the return of Goods deemed defective by the Buyer and accepted as such by the Seller is that they must not have been processed in any production processes and must retain the traceability of the parameters specified in the certificates or other documents. Goods originally packaged by the manufacturer must be kept in their original, intact packaging.
10. Filing a complaint does not release the Buyer from the obligation to pay the full price by the agreed deadline.
11. Purchased Goods may not be returned for reasons other than those set out in this paragraph.
12. Under no circumstances does the Seller bear the costs of laboratory testing of the Goods, their disposal, withdrawal from the market or other similar measures.
13. The Seller does not provide a quality guarantee for the Goods, unless the granting of a guarantee, its period of validity and detailed terms are expressly set out in the Order Confirmation or in a separate guarantee document issued by the Seller.
14. The Buyer loses the rights arising from the Seller's liability for defects in particular where:
 - a. the Goods were not stored by the Buyer in accordance with the conditions set out in the Seller's specification for the given Goods or in the Specification;
 - b. the Buyer used the Goods contrary to applicable law, the Contract, the intended purpose of the Goods or their properties;
 - c. the Buyer collected Goods other than those specified in the Order or the Sales Offer;
 - d. the Buyer did not inspect the Goods before using them;
 - e. the Buyer did not comply with the guidelines and instructions of the manufacturer or the Seller concerning the Goods.
15. The Buyer is obliged to inspect the Goods promptly after collection, no later than 3 days after delivery, and to notify the Seller of any defects immediately after they are

discovered (within 48 hours of detection); otherwise, the Buyer loses the right to pursue any claims under the Seller's liability for defects. Notwithstanding the obligations set out in the preceding sentence, the Buyer must inspect the Goods and notify the Seller of any defects no later than before using them; otherwise, the Buyer loses all rights arising from the Seller's liability for defects. The deadlines set out in this point are deemed to have been met if, before they expire, the Buyer reports the defects in writing, otherwise being null and void, including a precise description of the defects identified; notification by e-mail is permitted. Effective notification of defects does not release the Buyer from the obligation to pay the price for the Goods delivered.

16. Goods in respect of which the Buyer has filed a complaint must be kept available in unprocessed form at the Seller's disposal for the entire period during which the Seller is processing the complaint. If the Goods subject to the complaint have already been processed and the Buyer did not inspect the Goods before processing them as required by § 5 point 15 of the GTS, the Seller is not liable for the non-conformity of the Goods with the Contract.
17. Complaints concerning the quality of the Goods relating to defects identified on the day of delivery and originating from the Goods themselves will be processed by the Seller and, if upheld, the Seller will, at its own choice, apply one of the methods of resolution set out in § 5(8) of the GTS. Any liability of the Seller in connection with a complaint is subject to the limitations set out in § 6 of the GTS.
18. The remedies set out in § 5(8) constitute, to the fullest extent permitted by law, the Buyer's exclusive remedies for claims relating to defects in the Goods. The Seller's liability in this respect is in every case subject to the limitations set out in § 6 of the GTS.
19. Parameters stated in the Specification or in the certificate of analysis of the Goods as "typical" or "characteristic" cannot form the basis for filing or upholding a complaint.
20. The Buyer bears the costs of delivering the Goods subject to the complaint to the place indicated by the Seller.
21. The Seller's liability for losses caused by any defects in the Goods is excluded where rights under the complaint entitlement are exercised.
22. The Seller is released from all liability under the Seller's liability for defects if the Buyer knew of the defect no later than on the day the Contract was concluded.
23. In the event of an unfounded complaint, the Seller is entitled to charge the Buyer the costs of transporting and handling the Goods deemed defective and the costs of their inspection.
24. The Parties exclude the Seller's liability under the statutory warranty for defects (rękojmia) provided for in the Civil Code; with respect to liability for any defects, only the provisions of this § 5 and § 6 of the GTS apply, unless the Seller has granted a separate guarantee in the Order Confirmation or a guarantee document.

§ 6

[Liability]

1. To the fullest extent permitted by applicable law, all obligations relating to placing the Goods and Unit Packaging on the market, as well as liability for the Goods, including towards purchasers and administrative authorities, and their registration, rest with the Buyer.
2. As a food business operator that places or intends to place the Goods and Unit Packaging on the market, the Buyer is obliged, at its own cost and risk, to perform all obligations relating to notifying the competent authorities of such intention, including the Chief Sanitary Inspector, in particular those arising from the Act on Food and Nutrition Safety, and to perform all other obligations relating to placing packaged Goods on the market and keeping records of them, and to bear the related costs and fees. The Buyer's obligations described in this point also cover all reports and fees, including product fees, and also the submission of reports to the Database on Products and Packaging (BDO).
3. As the entity responsible for the Goods, organising and commissioning their production, including towards purchasers of the Goods and consumers, the Buyer will state this in all communications and commercial documents without reference to the Seller; in particular, the Buyer is responsible for the information provided on the label and for placing the Goods on the market, as well as for their properties and safety. The GTS do not entitle the Buyer to disclose information concerning the Seller's involvement in the production process of the Goods, subject to mandatory provisions of law.
4. The Buyer is the owner of the brand of the Goods and of the trademarks placed on the Unit Packaging, and warrants that the labelling of the Goods and their Specification do not infringe the rights of third parties.
5. The Buyer is liable for all damage arising from circumstances beyond the Seller's control, including contamination of the Goods and improper storage or transport.
6. Once manufactured by the Seller, the Goods may not be subject to any changes, including changes affecting their properties; in particular, they may not be repackaged, decanted or combined with other products.
7. The Seller is liable to the Buyer solely for the production stage to the extent that it remains under the Seller's exclusive control, including the conformity of the manufacture of the Goods with the Specification and the Contract.
8. The Buyer indemnifies the Seller against all claims, costs and fees that fall outside the scope of the Seller's obligations and liability; in particular, upon the Seller's first written demand, the Buyer will cover all documented damage and costs arising therefrom.
9. All obligations, as well as legal acts, relating to any withdrawal of the Goods or a given batch of the Goods from the market rest with the Buyer, irrespective of the contractual liability of the Parties.
10. As the entity having the status of producer and manufacturer commissioning the activities described in the GTS, the Buyer will be obliged to carry out the conformity assessment procedure and draw up the declaration of conformity, as well as to fulfil other obligations arising from applicable law.
11. The Seller's liability to the Buyer, including for damage caused, is limited exclusively to actual losses (damnum emergens) actually incurred and, in

particular, does not include lost profits, consequential or indirect damage, loss of sales or loss of reputation.

12. In any event, to the fullest extent permitted by law, any liability of the Seller in connection with a given Order will be limited to the net value of that Order or, where the liability relates to a particular batch, to the net value of that batch under that Order.

§ 7

[Payment Terms and Price]

1. The Buyer is obliged to pay the Seller the price in the amount and form specified in the Contract, without any set-off, on the basis of a VAT invoice issued by the Seller.
2. The Buyer is obliged to pay the price by the deadline indicated in the Sales Offer or, if no payment deadline is indicated there, in the VAT invoice issued by the Seller.
3. Where the price is paid by bank transfer, the date of payment is the date on which the funds are credited to the Seller's bank account.
4. Prices quoted by the Seller are net prices and will be increased by value added tax (VAT) at the rates applicable on the date the invoice is issued.
5. Late payment of the price for Goods delivered entitles the Seller to charge statutory interest for each day of delay and to suspend all deliveries of Goods immediately until all outstanding payments have been settled, together with interest due calculated from the due date until the date of payment.
6. Without prejudice to the rights set out in the preceding section, a delay in payment for Goods delivered of at least 14 days (in words: fourteen days) from the agreed payment date entitles the Seller to withdraw from the Contract without having to set the Buyer an additional deadline.
7. The Seller is not liable for any losses resulting from delay, suspension or refusal of performance of the Contract for the reasons set out in the preceding sections.

§ 8

[Retention of Title]

1. The Seller retains title to the Goods until the Buyer has paid the entire price due for the Goods delivered under the Contract. Further resale, use, processing, integration or reduction (in value/quantity/quality) of the Goods delivered may take place only on condition that the Buyer has fulfilled its obligations to pay the price due for the Goods delivered under the Contract. The Buyer may not pledge the Goods delivered or use them as security unless it has paid the entire price due to the Seller.
2. The risk of accidental loss of or damage to the Goods collected/delivered passes to the Buyer from the moment they are released to the Buyer.
3. In any case of late payment of the price due for Goods delivered, the Seller is entitled to demand the return of the Goods delivered for which it has not received payment. In such a case, the Buyer is obliged to return, at its own cost and risk, all Goods for which it has not paid by the agreed deadline, within the period specified in the Seller's demand made in writing or electronically (e-mail).

4. If return of the Goods proves impossible, the Buyer is obliged to return Goods with the same parameters, in particular in terms of quality, subject to their prior acceptance by the Seller.

§ 9

[Force Majeure]

1. The occurrence of force majeure entitles the Seller to cease deliveries entirely or to postpone them, to the extent and for the duration of such force majeure. The Seller is not liable for losses incurred by the Buyer as a result of delay or suspension of deliveries due to force majeure. The above provision also applies to delays caused by force majeure affecting the Seller's suppliers.
2. The Parties understand force majeure to mean events beyond the Parties' control that were unforeseeable, unpreventable and external to them, in particular such as fire, flood or other natural disasters, failure of suppliers to deliver, unavailability of goods at the supplier under previously agreed terms, energy shortages, strikes, lockouts, epidemics, communication disruptions or interventions by state authorities.
3. If the above circumstances last longer than 30 days, the Parties will decide whether the Contract can be continued. If a decision is made to terminate the Contract, it is terminated without financial consequences, except for the Buyer's obligation to pay for Goods delivered and collected, as well as other amounts due arising, among other things, from Orders in progress, in particular the costs of raw materials and packaging ordered, production commenced or completed, storage, return and disposal of materials and Goods.

§ 10

[Data Protection]

1. By accepting the provisions of these GTS, the Buyer consents to the processing of its personal data by the Seller and by other entities acting on the Seller's behalf in connection with the performance of the Contract.
2. For the purposes of the Contract, the applicable personal data protection regulations are all laws, rules, regulations, official requirements and provisions of international law applicable to the Party acting as controller or processor of personal data, in particular 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 repealing Directive 95/46/EC (hereinafter the "**GDPR**"), together with related legislation.
3. The Parties may transfer personal data to each other in the course of performing the Contract; such data will be processed and transferred in accordance with the applicable personal data protection regulations.
4. Each Party undertakes to inform the natural persons whose personal data are transferred to the other Party in the course of performing the Contract that their

personal data have been shared, in a manner that meets the requirements of the GDPR.

5. Without the Seller's written consent, otherwise being null and void, the Buyer may not disclose to third parties any information constituting a trade secret obtained as a result of its business dealings with the Seller.

§ 11

[Intellectual Property Rights]

1. The Contract does not transfer to the Buyer any rights to trademarks, trade names, know-how, industrial property, formulations, formulations of the Goods developed by the Seller, or any other rights, including intellectual property, held by the Seller.
2. The rights referred to in § 11 are the property of the Seller and are legally protected under applicable law.
3. Where, in accordance with the content of the Order, the subject of the Contract is the development of the formulation of the Goods by the Seller, intellectual property rights to that formulation will be transferred for separate remuneration agreed by the Parties, on separately agreed terms, in writing, otherwise being null and void, and within agreed fields of exploitation, including in particular producing copies using a specific technique (printing, reprographic, digital, recording on disks); entering into computer memory and making copies; and reproduction for production, implementation or marketing purposes.
4. Unless the Order provides otherwise, use of the formulation of the Goods developed by the Seller for purposes other than the manufacture of the Goods by the Seller or the sale of the Goods by the Buyer requires the Seller's written consent, otherwise being null and void.
5. The Contract prohibits disclosure of the formulation of the Goods developed by the Seller to other entities, in particular those carrying on business in competition with the Seller; any waiver of this prohibition in a specific case requires the Seller's consent in writing, otherwise being null and void.
6. Use by the Buyer of the formulation or specification of the Goods developed by the Seller for any purpose other than the sale of the Goods is prohibited and requires the Seller's written consent, otherwise being null and void.

§ 12

[Final Provisions]

1. The Buyer may not transfer, in whole or in part, any rights or obligations under the Contract to third parties without the Seller's prior consent given in writing, otherwise being null and void.
2. If any provision of the GTS is or becomes invalid or ineffective, this does not affect the validity of the remaining provisions of the GTS. In such a case, the relevant provisions of applicable law apply directly or accordingly in place of the invalid or ineffective provisions of the GTS with respect to the rights and obligations of the Parties to the Contract.
3. The Contracts are governed by the law of the Republic of Poland.

4. In matters not regulated in the GTS, the rights and obligations of the Parties to the Contract are governed by the relevant provisions of the Civil Code and other applicable law.
5. The Parties undertake to seek to resolve amicably any disputes arising in connection with the performance of contracts covered by these General Terms of Sale. If a dispute cannot be resolved amicably, all disputes arising directly or indirectly from these provisions will be settled by the courts having jurisdiction over the Seller's registered office.
6. These General Terms of Sale enter into force on 1 June 2026 and apply to all Contracts concluded and deliveries made after 1 June 2026.