



GENERAL TERMS AND CONDITIONS OF SALE - ECOLAB sp. z o.o.

Article 1 General provisions

1. These General Terms and Conditions of Sale, hereinafter referred to as 'GTCS', regulate the terms and conditions of sale, including ordering, collection and complaint of chemical substances and preparations offered by Ecolab, hereinafter referred to as 'Products'.
2. These GTCS concern deliveries and sales of Products to Lithuania, Latvia and Estonia.
3. Placing orders, sales, collection and complaints of Products are performed on the basis of these GTCS, which constitute an integral part of sales agreements concluded between Ecolab and the purchaser of Products.
4. These GTCS apply to the Customer in accordance with the provisions of Article 384 of the Polish Civil Code.

Article 2 Definitions

1. Whenever the GTCS refers to Ecolab, it shall be understood as Ecolab spółka z ograniczoną odpowiedzialnością with its registered office in Kraków, Poland, entered into the Register of Entrepreneurs by the District Court for Kraków-Śródmieście in Krakow, 11th Commercial Division of the National Court Register under KRS number 83152.
2. Whenever the GTCS refers to 'Customers', it shall mean purchasers of the Products, i.e. entities which, in connection with their business activity, purchase the Products. Customers are not consumers, i.e. persons who conclude agreements with Ecolab for purposes not directly related to their business or other statutory activities.
3. Working day shall mean any day of the week other than Saturday, Sunday and the following days off work listed in Article 1(1) of the Act of 18 January 1951 on non-working days: 1 January, 6 January, the first day of Easter, the second day of Easter, 1 May, 3 May, the first day of Pentecost, Corpus Christi Day, 15 August, 1 November, 11 November - National Independence Day, 25 December, 26 December.
 - For execution of orders to Lithuania non-working days are also non-working days in Lithuania.
 - For execution of orders to Latvia non-working days are also non-working days in Latvia.
 - For execution of orders to Estonia non-working days are also non-working days in Estonia.
4. Ecolab Divisions shall be understood as Ecolab trade departments: Food & Beverage, Institutional, Textile Care, Healthcare or other departments established in the Ecolab structure.

Article 3 Separate terms of sale

1. Purchase of Products under the GTCS does not constitute a basis for the acceptance of the Customer for the Distributor of Ecolab Products. Detailed terms and conditions of cooperation with the Distributors are governed by separate agreements.
2. Customers purchase the Products for use in their own business or statutory activity. The rules for the use of the Products by distributors are governed by separate agreements.
3. These GTCS bind the parties, unless nothing else results from specific provisions of the agreements. In the event of any discrepancies between the GTCS and the agreements, the detailed provisions of the agreement concluded by Ecolab with the Customer shall be binding.

Article 4 Orders

1. The Products shall be sold on the basis of the Customer's electronic orders sent to the following e-mail address: DOK.pl@ecolab.com.
2. Orders should specify in detail the assortment of the ordered Products (type, quantity, date of order, date of collection or the preferred delivery date, taking into account the deadlines for execution of orders specified in Article 5(3) of the GTCS) and specify the natural person acting on behalf of the Customer.
3. Ecolab may request the Customer to provide documents concerning its legal form and organisation (relevant for the country in which the order is executed).

Article 5 Lead time

1. Ecolab shall execute Customer's orders within the shortest possible time, depending in particular on the availability of the Product in Ecolab's warehouse.



2. In the event that the ordered Product is not available in Ecolab's warehouse, the agreed lead time begins on the working day following delivery of the Product to the warehouse. Ecolab shall inform the Customer about this delivery separately.
 3. The following lead time is set
 - a) in the case of the Customer's self-collection of the Products from Ecolab's warehouse in Radziejowice, Poland:
 - if Ecolab receives the Customer's order before 11:00 a.m. on a working day, the Products will be prepared for collection on the second working day;
 - if Ecolab receives the Customer's order after 11:00 a.m. on a working day, the Products will be prepared for collection on the third working day;
 - b) in the case of Products delivered by Ecolab to the place indicated by the Customer (*regardless of which entity bears the costs of delivery*):
 - if Ecolab receives the Customer's order before 11:00 a.m. on a working day, the Products shall be delivered by the end of the fifth working day following receipt of the order;
 - if Ecolab receives the Customer's order after 11:00 a.m. on a working day, the Products shall be delivered by the end of the sixth working day following receipt of the order.
- When calculating the above collection and delivery dates, the day on which the order was placed shall not be taken into account.
4. Ecolab stipulates that the above obligation applies only to those Customers who do not have overdue financial obligations to Ecolab. In particular, Ecolab may refuse to execute the order if the Customer is in arrears with payment for Products previously sold to it.
 5. Ecolab shall not be liable for delays in order execution in the event of causes beyond its control, in particular, the occurrence of force majeure, actions of third parties, unavailability of Products.
 6. In the case of temporary difficulties with delivering the ordered Products, Ecolab will, in agreement with the Customer, take appropriate actions to execute the order.

Article 6 Withdrawal

1. Ecolab has the right not to accept an order if, on the basis of information in its possession, it believes that the Customer is in a financial situation that raises doubts as to its ability to pay the sale price for ordered Products.
2. Ecolab shall have the right to refuse to accept an order or suspend its execution if the Customer's obligations towards Ecolab are (*due and not due*) exceed the debt limit set by Ecolab for a given Customer.
3. In the event of special circumstances, e.g. non-culpable serious disturbance in Ecolab's operation, restrictions caused by actions of international, state or local authorities, force majeure, strike, riot, lack of materials, customs or transport perturbations, Ecolab may, within 14 days of the occurrence of the above circumstances, withdraw from the accepted order, and the Customer shall not be entitled to claim damages, in particular to demand Ecolab to repair damage resulting from non-performance of the order.

Article 7 Delivery of Products and rules of returning EURO pallets and pallet tanks - IBC

1. The Customer has the right to collect the Products at its own cost and risk directly from the Ecolab warehouse in Radziejowice, Poland.
2. The Customer may order the transportation of the Products directly to a single location in Lithuania, Latvia or Estonia designated by the Customer, at the Customer's own cost and risk, subject to 7(3) and 7(4) below.
3. The costs of transporting the Products to the place indicated by the Customer shall be borne by the Customer, with the proviso that if the total net price of the Products sold at one time



under one order exceeds the amount of the minimum order set by Ecolab and the Customer in the content of the agreement forming the basis of cooperation or exceeds the amounts indicated in 7(4) below for the Products of individual Ecolab Divisions, then delivery of the Products to one warehouse of the Customer shall be carried out by Ecolab at its expense. Prices of Products from different Divisions do not add together.

4. If Ecolab and the Customer, in the content of the Agreement forming the basis of cooperation, have not agreed on the amount or weight of the minimum order of Products, then if Ecolab transports the Products to the place indicated by the Customer, the Customer shall bear the following flat-rate transport costs:
 - a) for Products of the Food & Beverage Division, when the total net price of the Products ordered at one time is less than or equal to EUR 700 net, the Customer shall bear the transport costs of EUR 50 net;
 - b) for the Products of the Textile Care Division, when the total weight of the Products ordered on a one-off basis is:
 - I. less than or equal to 187 kg, the Customer shall bear the transport costs of PLN 300 net;
 - II. greater than 187 kg and less than or equal to 944 kg, the Customer shall bear transport costs of PLN 200 net;

The above transport fees will be included in the sales invoice for the Products or in the content of another relevant financial document. The above fees shall be converted into EUR according to the average exchange rate of the National Bank of Poland applicable on the date of issuing the invoice.

If the Products ordered on a one-off basis exceed the above price or weight limits, the Products shall be transported at Ecolab's expense.

5. The products are made available or delivered on EURO pallets or in pallet tanks - IBC.
6. All EURO pallets, hereinafter referred to as pallets, delivered to Ecolab's Customers with the Products, are owned by Ecolab and shall be returned on the terms set out below.
7. The Customer shall be obliged to return pallets 'for exchange' to Ecolab during each delivery of Products to the Customer or during the Customer's self-collection of Products made available by Ecolab.
8. Pallets shall be returned in the quantity indicated on the Transport Order issued by Ecolab, in accordance with the model set out in 7(9) below. The pallets must meet the quality standards of Ecolab and ECR (UIC 435-2).
9. During delivery, the Customer shall be obliged to fill in the transport order issued by Ecolab's carrier by placing information in the relevant pallet circulation fields (marked with a red line in the picture below):

ZLECENIE PRZEWOZU				SPEDYTOR	
NR TRASY:		000001306149		DSV Road Sp. z o.o.	
Data załadunku:		10.05.2018		ul. Południowa 2, Oltarzew	
Godzina załadunku:		05:11		PL 05-850 Ożarów Mazowiecki	
Firma transportowa:				Samochód plombowany TAK/ NIE	
Nr. rej. samochodu:				Plomba nr:	
Kierowca:					
Adres załadunku: towaru:		Adres wyładunku:			
Data dost.	Kontrahent	Nr ref. /Nr. SENT	Nr zam. u klienta /Nr. SENT	Zajętość m.p	Waga (kg)
Godz. dost.	Numer CL	Nr Zlec. Spedycyjnego		Ilość clli/op.	Objętość (m3)
10.05.2018	ECOLAB	4002349985:384220/E	0500624483	9,75	5920
06:00 - 11:00	DQSKD-M7635	2018/05/26/07676/00/01/04		9,00	5,61
Adres przeznaczenia:					
Uwagi: WSZYSTKIE PALETY EURO MUSZA ZOSTAC ODEBRANE PRZY DOSTAWIE !!! Uwaga – Towary niebezpieczne – ADR! Dostawa towaru wyłącznie do godziny 11.00.					
VIP					
ADR, Wym. pal. EURO - 100pr.					
Łącznie:		Podpis Spedytora:		Podpis Kierowcy:	
Zajętość mp.	9,75				
Ilość clli	9,00				
Waga	5920 kg				
Objętość	5,61 m3	Godzina wyjazdu			
Potwierdzenie dostawy i obrotu paletami EUR - wypełnia Odbiorca towaru Palety EUR przyjęte przez Klienta: 6 Zwrócono puste palety EUR w ilości: _____ Podpis, data, godz. i pieczęć Odbiorcy: _____ Jeżeli 0 - proszę wypełnić poniżej: Brak palet na wymianę w ilości: _____ Kierowca odmówił odbioru palet w ilości: _____ Przyjęto do mag. DSV puste palety EUR w ilości: _____ Podpis, data, godz. i pieczęć magazyniera: _____ Inne uwagi: _____					

- EUR pallets received by the customer
 - Returned empty EUR pallets in quantity of
 - Signature, date, time, stamp of the recipient
 - No pallets for exchange in quantity of
 - The driver refused to collect pallets in the quantity of
- In the absence of the Customer's entry in the Transport Order issued by Ecolab, it is considered that the pallets have not been collected and the balance shall be charged to the Customer's account.
 - If the number of pallets received by the Customer differs from the number of pallets returned to the Ecolab carrier or to the entity performing warehouse services for Ecolab, it shall be deemed that not all the pallets have been returned and the balance shall be charged to the Customer's account.
 - In the event of objections as to the quality or quantity of pallets, the Customer shall be obliged to make all remarks on the Transport Order or delivery document in the presence of the driver of the Ecolab carrier at the time of receipt of the pallets at the Customer's warehouse or upon self-collection of Products made available for collection at the Ecolab warehouse, and to send an official complaint to the Ecolab Customer Service Department (DOK.pl@ecolab.com), containing photographs of the aforementioned pallets together with the delivery number or label affixed to the pallet. If pallet quality discrepancies are not reported to Ecolab, the balance of the unreturned pallets will be charged to the Customer's account.
 - Pallet tanks - IBC are owned by Ecolab and should be returned in an intact condition. If any damage preventing their re-use is found (valve detachment, rust, cage damage, detached UN nameplate, lack of original labels, etc.), the Customer shall be charged for the purchase of new pallet tanks. In other respects, the rules and conditions for the collection of pallets specified above shall apply to the return of pallet tanks - (IBC) by Customers.



14. The Customer shall be obliged to deliver to Ecolab immediately, but no later than 60 days from the date of purchase of Products, duly completed and signed CMR documents or other relevant transport documents established by Ecolab, relating to the purchase of Products by the Customer, confirming that they have been delivered and received in the country of delivery; the aforementioned documents shall be sent in writing or electronically to the e-mail address indicated by Ecolab. For the avoidance of doubt, Ecolab clarifies that a properly completed CMR document or other transport documents should contain, among others, the Customer's signature certifying that the Products were received by the Customer in the country of delivery. If necessary and at Ecolab's request, the Customer is obliged to send the above documents in a certified copy.
15. In the event of non-performance or improper performance by the Customer of the obligation specified in 7(14) above, Ecolab shall be entitled to impose on the Customer a contractual penalty equal to the amount of Polish VAT as defined by Polish law, calculated on sales of Products transported within the territory of the country of delivery, and other penalties that Ecolab shall be obliged to bear due to the absence or undue filling of the CMR document and/or other relevant transport documents, which should allow Ecolab to prove before Polish tax authorities that the Products were sold as intra-Community supply. The above contractual penalty shall be payable on the basis of an Ecolab's debit note within 14 days of its issuance.
16. The provisions of 7(14) above shall in no way release the Customer from the need to properly perform the obligations resulting from the CMR Convention, including the proper performance of CMR documents.

Article 8 Collection of products

1. The Customer is obliged to keep to the agreed collection date for the ordered Products. In cases of gross delay in collection or acceptance of the Products, Ecolab may charge the Customer with the costs incurred in connection with the delay.
2. Products not collected on time are stored at the Customer's risk.
3. The collection of the ordered Products is confirmed by signing the delivery note by a representative of the Customer.
4. Before signing the delivery note, the Customer is obliged to examine whether the delivered Products are not defective and whether their quantity corresponds to the submitted order.
5. Products are delivered on behalf of Ecolab by Ecolab employees or third parties carrying out warehousing services on behalf of Ecolab.
6. Risk of accidental loss or damage to Products passes to the Customer at the moment of placing the Products at the disposal of the Customer or the Carrier. In the case of transport of Products by Ecolab or a Carrier acting at Ecolab's expense, 7(2) shall apply.

Article 9 Complaints

1. Each delivery must be confirmed by the Customer with a signature and a date on the consignment note (i.e. the TO delivery document – Transport Order). In the event of any visible damage, shortages, incompleteness of the Products, etc., the remarks should be entered by the Customer on the TO delivery document, otherwise the complaints concerning the said damage or defects may be rejected by Ecolab. In the event of loss, deficiency or damage of the consignment, the Customer shall write down appropriate reservations on the TO delivery document or/and prepare in the presence of the driver the damage report specifying the cause of the damage, the condition of the packaging and photo documentation confirming the entries in the report.
2. If the Customer finds visible or easily ascertainable defects or deficiencies in the purchased Products, for which Ecolab shall be liable under the provisions on warranty for defects of the sold thing, the Customer shall be obliged to immediately notify Ecolab thereof in writing, no later, however, than within 48 hours of delivery.



3. Hidden defects of the Products shall be reported no later than within 7 days from the date of delivery of the order.
4. The Customer should submit a complaint in writing, specifying in detail the defect, the circumstances in which it was revealed and the place where the defective Product is stored. The Customer shall attach a copy of the invoice to the complaint.
5. From the moment of discovering a defect until the time of processing the complaint, the Customer must refrain from using the Product, under pain of losing the rights under the warranty.
6. In the case of defects, Ecolab undertakes to collect the defective Products from the Customer and deliver the same amount of defect-free Products within fourteen working days from the date of completion of complaint processing. The aforementioned deadline may be prolonged if it is necessary to import the Products or their parts from abroad or if it is necessary to manufacture them.
7. The rights arising from the warranty exclude the possibility of the Customer to pursue further claims, in particular claims for damages.

Article 10 Return of Products

1. The Customer is not entitled to return the purchased Products (withdraw from the sales agreement), except in the cases specified below, under the terms and conditions provided in this Article.
2. The Customer shall thoroughly inspect all the Products purchased for damage to the consignment before accepting the delivery. Regardless of Ecolab's decision regarding the approval of the return, the Customer shall not be entitled to receive return of the amounts due in the form of the sale price for the Products to be returned if the damage is not identified and the Customer fails to inform the Ecolab Customer Service Department within 7 calendar days from the date of delivery of the order.
3. Ecolab's liability for loss or damage shall cease after 7 calendar days from the date of delivery of the order and no receivables in the form of return of the sale price for the Products shall be granted. The Customer shall then be responsible for the safe disposal of the damaged Products in accordance with all legal requirements and for any costs incurred by Ecolab related to the handling and disposal of the goods.
4. The Customer and/or the Customer's authorised carrier shall be responsible for any damage to or loss of the returned Products during transportation and dispatch arranged by the Customer.
5. Ecolab and/or Ecolab's authorized carrier is responsible for damage to or loss of returned Products during transportation and dispatch arranged by Ecolab.
6. In order to initiate the Product return procedure, the Customer must submit a request to Ecolab for approval of the return, which must include:
 - a) the original Ecolab number assigned to the order or the Customer's account number and the Customer's purchase order number,
 - b) identification of the item(s) to be returned and their number (e.g. Product number, serial number for equipment),
 - c) clear reason for the return,
 - d) proper contact details of the Customer (name, phone number, e-mail address).
7. Subject to 10(11) below, the request for approval of the return of the Products by the Customer requires prior written approval of the return in writing by the Ecolab Trade Representative designated for the Customer or by the Customer Service Department in accordance with the terms and conditions set out herein.
8. Return approval will not be granted by Ecolab for:
 - a) A product damaged later than 7 days after the original delivery date,
 - b) Chlorine-based products more than 7 days after the original delivery date,
 - c) All other Products more than 30 calendar days after the original delivery date,
 - d) Equipment adapted to the customer's individual requirements,



- e) A Product damaged or lost by the Customer or damaged in transport when the transport is carried out by the Customer's carrier,
- f) A product contaminated at the Customer's premises for reasons attributable to the customer,
- g) Open or partly used products,
- h) Products in a condition unsuitable for resale,
- i) Product damaged by misuse, improper handling, negligence or by environmental factors,
- j) Products with a value of less than the difference of 100 U.S. dollars (determined at the average U.S. dollar selling rate announced by the National Bank of Poland, in effect on the last working day preceding the decision to approve the return) at the original purchase order price due to the Customer's error.

In addition, refunds for special Products may be limited or excluded at the discretion of Ecolab and/or by legal requirements. Additionally, returns in respect of special Products may be limited or excluded at Ecolab's discretion and/or by legal requirements.

- 9. For pre-approved Product returns, the Customer is obliged to perform the dispatch in accordance with the dispatch terms and instructions of Ecolab within 30 calendar days from the date of issuance of the return approval, otherwise the return request will be considered unapproved. If the carrier fails to contact the Customer within 7 calendar days from the date of approval of the return, the Customer shall notify Ecolab's Customer Service Department.
- 10. Return consignments marked 'Collect Freight' will not be accepted. Ecolab is not responsible for the dispatch costs related to the dispatch organised by the Customer or for any costs related to the Products.
- 11. If the Customer refuses to accept delivery of the ordered Products or changes or cancels the order too late, i.e. after the commencement of the order, the return of the Products shall be accepted after the return approval has been granted, under the rules set forth in 10 (6–9) above, provided that after the inspection the Products comply with Ecolab's criteria for accepting returns and at the same time comply with the Products indicated in the return approval, taking into account the liability rules referred to in 10(4) and 10(5) above and in 10 (14) and 10(15) below. In such circumstances, Ecolab may charge the Customer a handling fee for the return of the Products and other fees as set out in 10(18) below.
- 12. All returns must be properly prepared for transport according to the applicable transport regulations and directly correspond to the return approval number. Ecolab may charge the Customer for any costs incurred due to an error on the part of the Customer.
- 13. If the Customer has Products that cannot be returned to Ecolab (as provided herein), then the Customer shall be responsible for the proper handling and/or disposal of the Products. Ecolab recommends that the Customer first uses the Products for their original purpose, but in the event that the Customer decides to dispose of the Products, the Customer must ensure that unused Products are repackaged, dispatched and disposed of in accordance with all provisions of law. Customer shall indemnify and hold Ecolab harmless from any liability for damages or arising out of Customer's failure to comply with applicable legal requirements.
- 14. During the return the Product will be checked to confirm compliance with Ecolab's criteria for accepting returns. Only the goods indicated in the return approval shall be accepted. The amount due in the form of the sale price for the Products to be reimbursed shall not be granted to other Products and the Customer may be liable for any costs incurred on the part of Ecolab in connection with the need to handle and dispose of such Products.
- 15. Following an inspection of the returned Products, the amount due, representing the sale price of the Products to be returned, may be reduced accordingly or rejected if the Customer is



- found to be liable (for the condition of the returned Products), in particular with regard to any additional disposal costs.
16. Ecolab direct delivery includes situations where Ecolab obtains Products from third parties and directly dispatches them to the Customer from that third party. Returns of direct deliveries will only be acceptable based on the original suppliers criteria for accepting returns and must be made directly to the original supplier.
 17. The Customer may receive payment for returned Products purchased by direct delivery that are in acceptable condition according to the original supplier's inspection rules, which payment may be reduced by Ecolab's standard handling fee for returning Products as set forth in 10 (18) below and may be subject to additional deductions related to the original supplier's return policy if they exceed the handling fee for returning goods.
 18. Where:
 - a) as a result of the Customer's request, pre-approval of a return has been granted for Products erroneously ordered by the Customer and which may be refunded in accordance with the provisions hereof, or
 - b) the Customer has ordered Products as a result of errors attributable to the Customer, i.e. as a result of"
 - refusing to accept delivery of the Products ordered,
 - late changes to or cancellations of orders which do not allow for a suspension of the delivery of the Products,
 - returning the Products as part of a direct delivery,and the return of Products in the aforementioned cases has been approved by Ecolab and/or the original supplier, in the case of direct delivery, then Ecolab may charge the Customer a fee for Ecolab's performance of the service of accepting the return of Products in the net amount of 25% of the value of the full net invoiced costs of the Products to be returned (net sale price of the returned Products). In the case of return of Products made by direct delivery, the aforementioned remuneration may be higher, taking into account the fees resulting from the original supplier's return policy.
 19. Unless otherwise agreed, where the remuneration referred to in 10 (18) above and other fees are charged to the Customer as set out herein, the amount due in the form of the sale price of the Products to be returned shall be reduced by the remuneration payable to Ecolab for Ecolab's performance of the service of accepting the return of the Products or any other costs or charges incurred by Ecolab, such as disposal costs, which may be awarded in the same form in which payment was made for the original invoice, upon completion of the inspection and handling of the returned Products.
 20. The remuneration for Ecolab's performance of the service of accepting the return of Products and any other charges payable to Ecolab in accordance with the provisions of this paragraph shall be payable by the Customer to Ecolab on the basis of an invoice issued by Ecolab, within 30 days from the date of its issue by Ecolab. The aforementioned receivables may be deducted from the Customer's receivables in the form of a refund of the sale price for the Products subject to return.
 21. If the Product return dispatch costs in the case of Customer's refusal to accept delivery of the Products or subsequent amendment or cancellation of the order by the Customer exceed the total value of the order to which the returned Products relate, the amount due in the form of the sale price of the Products shall not be refunded.
 22. For the avoidance of doubt, it is indicated that no Product returns shall be accepted and therefore no refund of any sale price shall be given by Ecolab for:
 - a) Products that have not been approved for return,
 - b) Open or partly used products,
 - c) Products with a sale price of less than the equivalent of 100 U.S. dollars (determined at the average U.S. dollar selling rate



announced by the National Bank of Poland, in force on the last working day preceding the date on which the decision regarding the return is made),

- d) Products adapted to the Customer's individual requirements,
- e) Products which do not pass Ecolab's inspection upon receipt of the return,
- f) Products which do not pass the inspection of sellers as part of direct deliveries
- g) Products received by Ecolab for more than 30 calendar days after approval of the return,
- h) Products that were not included in the return approval (incorrect Products received by Ecolab),
- i) Products damaged by the Customer's carrier.

Article 11 Prices

1. The prices of Products are specified in the price list established by Ecolab. The Customer shall purchase Products at the prices specified in the price list current as of the date of acceptance of the order by Ecolab.
2. The prices of Products are expressed in EURO as net prices and apply to collective commercial packaging specified in the price list.
3. Any amendment to the price list shall be announced by Ecolab in a customary manner, at least four weeks before the date on which the amended price list comes into force.

Article 12 Payments

1. VAT invoices for the purchased Products shall be issued on the basis of the transport order delivery document or the delivery note.
2. If the Customer makes a full prepayment for the ordered Products, Ecolab may grant the Customer a price discount.
3. The Customer shall be obliged to pay for the ordered Products within 30 days from the date of invoice issuance or within the time indicated in the VAT invoices, taking into account detailed contractual arrangements between Ecolab and the Customer. Payment shall be made by bank transfer to the bank account indicated on the invoice.
4. The Customer shall not be entitled to withhold payment of the price or part thereof, even in the event of a complaint.
5. If the payment deadline is exceeded, Ecolab shall have the right to demand payment of statutory interest for delay in commercial transactions.

Article 13 Transfer

Ecolab is entitled to transfer receivables to which Ecolab is entitled from the Customer to any third party.

Article 14 Use of Products

1. Before using each Product, the Customer is obliged to examine whether it is suitable for the intended use. Ecolab shall not be liable for any damage or loss caused by the use or inability to use the Products if such products are used contrary to their intended purpose, safety rules, manuals or instructions for use.
2. Ecolab ensures that the Products correspond to their intended purpose and comply with the standards provided for these Products.
3. The Customer shall be obliged to use the Products in accordance with the adopted rules of use, safety rules, and in accordance with the instructions, if attached to the Product.
4. The shelf life of the Products is specified on the packaging.

Article 15 Cooperation with Ecolab

1. The Customer is obliged to act towards Ecolab in accordance with good practices.
2. The following behaviour in particular shall be considered a breach of the good practices mentioned above:
 - a) if the Customer sells Ecolab Products to further recipients at a price lower than their purchase price;



- b) if the Customer, using ties with other entities, sells Ecolab Products to further recipients without a margin or with a margin that does not cover the costs of selling these Products;
 - c) if the Customer commits towards Ecolab or any entity affiliated with Ecolab any of the acts of unfair competition provided for in the Act on Fighting Unfair Competition, in particular within the scope of a materially unjustified differentiation of certain recipients;
 - d) if the Customer commits any act constituting any of the monopoly practices referred to in the Anti-Monopoly Practices Act.
 - e) if the Customer deletes, conceals or changes trade marks and commercial or substantive information on the packaging of the Products.
3. If the Customer violates good practices, Ecolab may cease further sales of Products to the Customer.

Article 16 Final Provisions

- 1. All matters arising from the sale of Products by Ecolab shall be governed by and interpreted in accordance with Polish law. The application of the United Nations Convention on the International Sale of Goods is excluded.
- 2. In any cases not regulated in these GTCS, the relevant provisions of the Polish Civil Code shall apply.
- 3. Any potential disputes between Ecolab and the Customer arising from the agreements for the sale of the Products shall be settled by a competent court in Kraków, Poland.
- 4. The GTCS shall be valid until the date of their revocation or amendment. Ecolab shall announce any amendments to the GTCS in a customary manner, at least four weeks before the date on which the amendments enter into force.