

## 1. General

1.1. These General Terms and Conditions of Sales herein (hereinafter - **GTC**) shall apply to all **Polymers Trading International AG**, registration number: CHE-153.922.051, legal address: Alpenstrasse 14, 6300 Zug, Switzerland, (PTI's) sales of food products, being any substances, whether raw, processed, semi-processed, or manufactured, intended for human consumption as food or drink (hereinafter – **the Goods**). GTC with Sales Contract or (Master) Supply Agreement shall draw together the Contract (hereinafter – **the Contract**), on the grounds of which the Goods are sold by PTI and bought by the Customer. Unless such provisions are expressly agreed to by PTI in a written form, any additional or conflicting terms and conditions contained on, attached to or referenced by any declarations of the Customer when concluding the Contract, or other prior or later communication from the Customer to the PTI, shall have no effect on the purchase of any such Goods and are expressly rejected by PTI.

1.2. PTI may provide the Customer with the signed Contract by electronic means (email) and may send the original by post. The Customer shall sign the printouts of the received electronic copy and send it to PTI by electronic means and may send by post. The Contract shall become binding for the Party from the moment the other Party receives undersigned copy of the Contract. Nevertheless, the Contract shall become binding for the Party if it has not returned undersigned copy, but had received the undersigned copy from another Party and does not object to the terms and conditions of the Contract in writing within 2 (two) business days upon receipt and/or starts to fulfil it thus accepting the conditions of the Contract provided by the other Party. PTI is entitled to update these GTC at any time with notification to the Customer. The Customer shall be deemed notified about such update upon publication of the new version of the GTC on PTI's web site, on Contract or in other way. The updated version of the GTC will apply to all deliveries made after such notification.

1.3. It is expressly agreed and understood that PTI enters into and performs the Contract solely as and as a financing party and trading intermediary between the manufacturer, producer and/or initial supplier of the Goods (hereinafter – **the Supplier**) and the Customer. PTI is not, and shall not be deemed to be, the manufacturer, producer, designer, formulator, processor, packer, brand owner, importer of record, distributor, or any other regulatorily responsible economic operator in relation to the Goods. Accordingly, PTI shall not be identified as the producer, importer, or responsible economic operator on any packaging, labelling, documentation, or regulatory filings relating to the Goods, and the Customer shall not represent PTI as such to any authority, consumer, or third party.

## 2. Warranties

2.1. PTI does not determine, verify, supervise, or control the manufacture, design, processing, packaging, labelling, storage, distribution, or regulatory compliance of the Goods.

2.2. PTI represents and warrants solely that: (a) the Goods, as delivered by the Manufacturer, are accompanied by and correspond in all material respects to the specification, product data sheet, or other similar document issued by the Manufacturer of the Goods and expressly referenced in the Contract; and (b) the Goods are free and clear of all encumbrances, restrictions, and third-party rights that would prevent their lawful transfer to the Customer. These warranties are in lieu of, and exclude, all other representations and warranties, whether express or implied, including, without limitation, any warranties of merchantability, fitness for a particular purpose, conformity, safety, or regulatory compliance of the Goods, to the maximum extent permitted by applicable law.

2.3. PTI does not provide, and expressly disclaims, any warranty or representation regarding the accuracy, completeness, or suitability of the Manufacturer's specifications, technical documentation, or other materials, and does not assume any responsibility for the manufacture, design, quality, safety, packaging, labelling, shelf life, traceability, or regulatory compliance of the Goods. The Customer confirms that it has not relied on any statement or representation of PTI other than those

expressly set out in the Contract and acknowledges that it has conducted its own assessment of the Goods and the Supplier.

2.4. To the maximum extent permitted by applicable law, responsibility for the specifications, composition, quality, safety, packaging, labelling, shelf life, traceability, and compliance of the Goods with all applicable laws and regulations rests exclusively with the Supplier and/or the Customer, as applicable.

2.5. Any recommendations, guidance, or documentation relating to the Goods, including Supplier issued specifications, product descriptions, storage instructions, or other materials, is provided for general informational purposes only and shall not constitute a binding recommendation or warranty by PTI as to the suitability of the Goods for any particular purpose. The Customer acknowledges and agrees that the selection of the Goods and their use in the Customer's business, including any processing, repackaging, further distribution, resale, or placement on the market, is made at the Customer's own discretion and responsibility. To the maximum extent permitted by applicable law, PTI gives no warranty that the Goods are suitable for any particular purpose intended or pursued by the Customer, and PTI does not assume responsibility for the Customer's handling, storage, use, or placing of the Goods on the market.

2.6. The Customer represents and warrants that the information about the Customer and the consignee provided to PTI, including the name, address, registration number, valid VAT number (including 2-character country code), contact details of representative of the Customer, and any other identification data, is true and correct, and shall promptly inform PTI about any changes thereof in writing.

2.7. The Customer shall defend, indemnify and hold the PTI, its affiliates and their respective directors, officers, employees, and representatives, harmless from and against any and all claims, liabilities, damages, losses, penalties, costs and expenses, including reasonable attorneys' fees, arising out of any claim, suit, investigation or proceeding by any governmental agency or any third party (including without limitation any Customer's employee or his/her relatives) which (a) is based on death, personal or economic injury or damages to any private or public property or environment, caused or contributed to by the Goods supplied hereunder; (b) arises from or relates to any defect in the Goods; (c) arises from or relates to the non-compliance of the Goods with any applicable laws, regulations, standards, or regulatory requirements; (d) arises from any assertion, allegation, or determination that PTI qualifies as a manufacturer, producer, importer, distributor, or other regulatorily responsible economic operator in relation to the Goods; or (e) arising out of or related to breach of the Customer's obligations under the Contract, except in each case where such claims, damages, or losses were directly caused by the sole negligence or willful misconduct of PTI. The Customer's obligations set forth herein above shall survive the termination, cancellation or expiration of the Contract for any reason.

2.8. If the Customer asserts any claim against PTI in violation of the claims allocation set forth in the Contract, the Customer shall indemnify and hold harmless PTI against all losses, damages, costs, and expenses incurred as a result thereof, except to the extent caused by PTI's willful misconduct or gross negligence.

2.9. The Customer represents and warrants that the supply of the Goods hereunder shall not violate any sanctions, prohibitions or restrictions enacted by the UN resolutions, laws and decrees of competent authorities of the EU, USA, the Swiss Confederation, or any other countries which may be relevant to the particular transaction and the Goods supplied hereunder shall not be supplied by the Customer to third parties in violation of such sanctions, prohibitions or restrictions. The Customer shall provide, on PTI's demand, evidence truly confirming the final destination of the Goods.

## 3. Delivery

3.1. Delivery terms of the Contract shall be the subject of the explanation of the conditions of ICC Rules for the use of domestic and international trade terms (ICC Publication No. 715) (**Incoterms 2020**).

**3.2.** If no delivery term and/or place is indicated at the Contract, the term shall be FCA, the place of shipment of the Goods shall be the place PTI acquires possession for such Goods. If not indicated otherwise in the Contract, PTI shall deliver Goods at minimal costs, with minimal obligations.

**3.3.** If Goods are to be delivered under CIP or CIF terms, the insurance policy obtained by PTI shall include a deductible amount of up to 50,000 EUR (fifty thousand euros). The exact deductible amount will be specified within the insurance policy/certificate.

**3.4.** If Goods are to be delivered under CFR, CIF or CIP terms, PTI shall arrange transportation in a manner that avoids routing through any territories classified with a rating higher than 3.1 in the JCC Global Cargo Watch List (available at <https://watchlists.ihsmarkit.com/watchlists-viewer>), except where such territory constitutes the actual country of destination.

**3.5.** The Goods supplied by PTI hereunder may be carried by sea, road or rail, as well as by multimodal carriage. If a specific means of carriage is not set forth in the respective Contract, the Party in charge of arranging for transportation of the Goods pursuant to the applicable delivery basis may choose the means of transportation at its own discretion.

**3.6.** Unless otherwise stipulated in the relevant Contract, PTI may, at its own discretion, deliver the Goods by one or several instalments within the agreed delivery period; partial shipment and transshipment of the Goods shall be allowed.

**3.7.** The Customer shall be the consignee of the Goods, unless otherwise stated in the applicable Contract. The Customer shall promptly notify PTI in writing of change of the name or address of the consignee upon shipment of the Goods (and with no delay provide him with all documents or data needed to correct the documents issued for original supply of the Goods), as well as failure to export the Goods from the country of shipment for any reason. However, in all these cases, PTI is entitled to declare the Contract or this particular delivery avoided.

**3.8.** If the Customer is in charge of transportation of the Goods, the Customer shall inform PTI in writing in advance about the vehicles that will be provided for loading the Goods (type of vehicle, name, model, plate number etc.).

**3.9.** The Customer shall ensure compliance by its representatives and appointed carriers with the safety rules and instructions while in the consignor's premises.

**3.10.** PTI shall not be liable for state and fitness of the vehicle provided by the Customer for carriage of the Goods, provided, however, that PTI may refuse to load the Goods on the vehicle provided by the Customer, if PTI believes that such vehicle is not suitable for safe carriage of the Goods, or due to state and behaviour of the staff of the Customer or the carrier, or because of adverse weather.

**3.11.** The Goods delivered shall be packed and marked pursuant to the manufacturer's specification/product data sheet or in accordance with the common packing and marking rules used for the respective kind of goods. The packaging shall ensure safety of the Goods in the course of loading, carriage and unloading. Marking of the Goods shall contain the information sufficient to identify the Goods in the course of transportation.

**3.12.** If the Goods are delivered in returnable packaging as indicated in the Contract, the Customer shall return such packaging to PTI or the manufacturer or any other third party as instructed by the PTI. The Customer bears the risk of loss and damage to the packaging until return thereof to PTI, manufacturer or nominated third party. If the Customer fails to return the packaging to PTI, the manufacturer or third party as per instructions of PTI within 120 (one hundred twenty) days from the moment of receipt of the Goods by the relevant consignee, PTI may demand reimbursement of the cost of such packaging at the price of acquisition thereof by PTI or shipper.

**3.13.** In case the Goods are imported to the country of consignee, even in case the delivery is made to the country PTI is VAT registered, the importer's obligations stipulated in the respective local laws concerning

waste management and management of packaging and packaging waste, are hereby transferred from PTI to the Customer by this Contract. Therefore, the Customer undertakes to abide all rules and regulations of packaging and packaging waste management as if he was the importer of the Goods and store the respective documents, evidencing due fulfilment of the above obligations for at least 10 (ten) years from the end of the relevant year in which the documents were drawn up.

**3.14.** Risk of loss and damage to the Goods shall pass to the Customer upon performance of PTI's obligation to deliver the Goods pursuant to the applicable delivery basis. Title to the Goods shall pass to the Customer at the moment of receipt by PTI of full payment for the relevant consignment of the Goods. Prior to such payment the Customer shall ensure keeping the Goods separately from other goods and marking the Goods to indicate that such Goods belong to PTI in accordance with applicable food safety, storage, and traceability requirements. If the Customer sells unpaid Goods to third parties, PTI shall obtain title to all actual and future proceeds from such Goods received by the Customer from and due by the party to whom or for whose benefit the Goods are sold, and the Customer shall be deemed agent for PTI having the right of claim against third party and accepting performance for and on behalf of PTI. The proceeds received from such third parties shall be kept by the Customer on a separate bank account without commingling them with the Customer's own funds and amounts received by the Customer from other parties. The Customer shall provide PTI, on the latter's demand, with access to the premises where the Goods are kept, and furnish evidence of performance of the Customer's obligations.

**3.15.** If the Customer fails to comply with the term of payment for the Goods or commits another material breach of the Contract, or if the Customer or a third party files for bankruptcy of the Customer or appointment of a receiver, or if the Customer declares intent to enter into or actually enters into a binding agreement with its creditors, or another similar procedure preventing creditors from foreclosure on the Customer's assets, as well as in case of initiation of voluntary or compulsory winding-up of the Customer, PTI may, without prior notice, remove from the Customer any unpaid Goods, and the rights of claim of the Customer with respect to the Goods sold to third parties and the goods made from or with the use of the unpaid Goods delivered by PTI. The Customer's right to possess and use such assets shall cease as soon as PTI declares its right to use them.

#### **4. Shipping documents**

**4.1.** Unless the Contract specifies otherwise, PTI shall send the following set of documents with each consignment of the Goods:

- (a) waybill / bill of lading – 1 (one) original/full set;
  - (b) signed commercial invoice – 1 (one) original;
  - (c) packing list – 1 (one) original;
  - (d) certificate of origin issued by a competent authority – 1 (one) original (in specific cases);
  - (e) certificate of quality or analysis issued by the manufacturer – one (1) copy;
  - (f) batch certificate for the relevant lot or batch – one (1) copy.
- The packing list and certificate of origin shall state the consignee of the Goods pursuant to Contract. PTI shall also provide the Customer, at the latter's expense, with other documents with respect to the Goods as may be reasonably requested by the Customer in advance.

**4.2.** The Customer may provide PTI with information concerning the desired form and content of the shipping documents no later than 10 (ten) business days prior to the day of shipment of the Goods. PTI, acting reasonably, shall consider the request of the Customer and follow it while preparing the documents, provided that the Customer's instructions are received timely and not contrary to the laws of the country of export of the Goods and the terms and conditions of the Contract and it doesn't cause unexpected burdensome for PTI.

**4.3.** Unless otherwise agreed by the Parties in the applicable Contract, the documents set out in paragraph 4.1 hereof shall be sent together with the Goods. Copies of all documents set out in paragraph

4.1. hereof shall be sent to the Customer by email within 14 (fourteen) days from the day of shipping of the Goods.

4.4. Absence of any shipping document or non-conformity of their contents to the Contract preventing importing or delivery of the Goods can constitute a ground for delay of acceptance of the Goods and/or payment by the Customer.

## 5. Acceptance

5.1. The Goods shall be delivered within the period agreed by the Parties, with an accuracy of one day. The Customer acknowledges that delivery dates are dependent on the Supplier's production and logistics performance. PTI shall not be liable for any delay in delivery to the extent caused or contributed to by the Supplier's, carriers, port congestion, regulatory inspections, or other circumstances beyond PTI's reasonable control.

If transportation of the Goods to the place of destination was arranged by PTI, the Customer shall carry out the unloading and release the vehicle:

(a) within 6 (six) hours – if the Goods are delivered by a standard truck;

(b) within 2 (two) hours – if the Goods are delivered in sea container (bulk) or by silo truck;

(c) within 4 (four) hours – if the Goods are delivered in tank container for carriage of liquid products;

(d) within 24 (twenty-four) hours or another minimum laytime - if the Goods are delivered by sea or rail.

Demurrage and other similar charges shall be borne by the Customer if the Customer is responsible for receiving the Goods in the place of discharge.

5.2. The Customer shall arrange for immediate acceptance of the Goods at the place of destination. If the Customer fails or refuses to accept delivery of the Goods at the agreed delivery date or upon receipt of PTI's written notice of readiness of the Goods for delivery (as the case may be) at the sole discretion and demand of PTI, the Customer shall: (a) pay for the Goods within the term agreed by the Parties and compensate the cost of storage of the Goods at PTI's warehouse, or another warehouse where the Goods are placed by PTI on or after the agreed delivery date; (b) pay to PTI liquidated damages in the amount of 20 (twenty) percent of the price of the respective consignment of the Goods; or (c) compensate damages incurred by PTI, including lost profits. Without prejudice to other rights provided by the applicable law and/or stipulated above, PTI may in the aforementioned circumstances refuse to perform its obligations hereunder and declare the Contract or this particular delivery avoided.

5.3. The Customer, prior to unloading of the Goods, shall check the quantity and integrity of the packaging for absence of damage and possibility of safe unloading. If any damage hindering safe unloading of the Goods is detected, the Customer shall suspend the unloading and notify PTI of the detected damage immediately. If the Goods have already been unloaded, the Customer shall keep the Goods in the packaging until receipt of PTI's instruction.

5.4. The Customer shall check compliance of the Goods with the Contract and shipping documents immediately upon unloading.

5.5. To the maximum extent permitted by applicable law, the Customer agrees that any claims, complaints, or demands relating to the manufacture, quality, conformity, safety, packaging, labelling, shelf life, traceability, or regulatory compliance of the Goods shall be brought exclusively against the Supplier in accordance with the Supplier's applicable procedures. The Customer hereby expressly waives and releases PTI from any such claims, except to the extent such claims arise solely and directly from PTI's own wilful misconduct or gross negligence.

5.6. The Customer's obligation to pay the price for the Goods shall be unconditional and independent of any claims, complaints, or disputes concerning the quality, conformity, safety, compliance, labelling, packaging, shelf life, or other characteristics of the Goods. Any such claims shall be dealt with separately and shall not entitle the Customer to withhold, suspend, reduce, or set off payments due to PTI. Customer.

## 6. Price / Payment terms / Default

6.1. The price of the Goods shall be stipulated in the Contract subject to the applicable delivery basis. The price for the Goods shall be determined subject to the agreed value of the Goods and quantity of the Goods delivered/to be delivered to the Customer, and shall be stated in PTI's invoice sent to the Customer by email and/or together with the shipping documents.

6.2. In case the Contract provides that the Customer organizes supply of the Goods to third parties (converters) for the provisional price indicated by the Customer, which later on should be leveraged based on actual price of the Goods, agreed by the Parties (soft tolling contract), the Customer shall indemnify, defend and hold harmless PTI in case tax authorities of any country concerned assumes PTI is obligated to pay or charges additional taxes, which shall be avoided on normal circumstances.

6.3. The payment currency shall be the United States dollars and/or Euros or alternative currency as provided for in the Contract. Any amounts paid by the Customer in another currency with PTI's consent, or where such payment is made pursuant to compulsory provisions of the applicable law, shall be converted into the said payment currency basing on the purchase rate of this currency set by PTI's bank for the date of the payment.

6.4. Unless otherwise set forth in the Contract, payment for the delivered Goods shall be effected by the Customer within 30 (thirty) days from the date of invoice to PTI's bank account set out herein. Hereby the Customer is informed about the risk that fraudsters may hack the computer of PTI's representatives and use it to obtain sensitive information and/or falsify documents and/or provide the Customer with false instructions (phishing). Therefore, if the Customer receives any information altering primary payment instructions (e.g. other bank account details, other payment receiver, etc.) (by email or otherwise), he/she must immediately contact PTI's representative through general office phone or email [info@ptrading.ch](mailto:info@ptrading.ch) for confirmation before processing such payment; otherwise, the Customer shall bear all risks and liability resulting from processing such altered payment without receiving proper confirmation.

6.5. If the Parties have agreed on payment for the Goods by a letter of credit (L/C), the Customer shall open an irrevocable documentary letter of credit in favour of PTI at the bank and under the terms and conditions confirmed by PTI in writing, and such L/C shall be governed by the latest version of the uniform customs and practice for documentary credits (UCP) issued by the International Chamber of Commerce (ICC). The payment term/the term of presentation under the L/C shall expire no earlier than 20 (twenty) days upon the end of the term of supply of the last consignment of the Goods to be paid for by that L/C. The Customer shall open the L/C within 5 (five) days upon agreement on the supply terms for a consignment of the Goods, but in any way no later than 5 (five) days before the intended date of shipment of the Goods to be paid for by the letter of credit. In case discrepancies in the documents are revealed by advising bank the Customer submits its confirmation to advising bank to carry out the payment in full in accordance with L/C..

6.6. The Customer's failure to comply with the term and/or conditions of issuing of the L/C shall be interpreted as the Customer's refusal to accept the Goods, and shall have the same legal consequences.

6.7. The Goods shall be deemed paid by the Customer at the moment when 100 % (one hundred percent) of the amount specified in PTI's invoice is credited to PTI's bank account. PTI shall have the right to discount any bank charges from the settled payments.

6.8. All payment charges relating to remittance of funds shall be borne by the payor, except for the charges of the beneficiary's bank. Should any correspondent bank changes the charging code from "OUR" to "SHA", the relevant portion of the charges shall be borne by the beneficiary.

6.9. In case the price of the Goods may be determined by reference to one or several values (indexes), they should refer to the values published by these sources: PCI - Wood Mackenzie Ltd., 16 Charlotte Square, Edinburgh EH2 4DF; PLATTS - S&P Global Inc., 55 Water

Street, New York, New York, USA; ICIS - Reed Business Information Limited, Quadrant House, The Quadrant Sutton, Surrey SM2 5AS, UK; HIS - IHS Global Inc., 15 Inverness Way East, Englewood, CO 80112, USA; or their affiliates or successors. If any index is no longer published, or temporary does not provide the rates for relevant time period, the price of the Goods shall be determined basing on the higher of the following values: (i) the last index published; (ii) confirmed information on market price of the same goods supplied subject to the terms similar to the ones agreed by the Parties.

**6.10.** In case of payment default, the Customer shall pay interest on the due amount at the rate of 20 % (twenty percent) for the entire period of default. Besides, PTI may: (a) demand advance payment for the Goods, for which the payment is not due at the moment of the Customer's payment default; and/or (b) suspend further shipments of the Goods until provision by the Customer of security of payment for the Goods to be shipped subsequently; and/or (c) refuse to perform the obligation to deliver the Goods hereunder and declare the Contract avoided, in full or with respect to a specific delivery, and claim damages.

**6.11.** All taxes, duties, tariffs, withholdings and other official charges relating to supply of the Goods, as well as performance of export and import procedures shall be allocated between the Parties pursuant to the applicable delivery terms set forth in the Contract.

**6.12.** Unless otherwise specified in the Contract, the price of the Goods does not include the VAT and other taxes and duties additionally paid by the Customer at the rates established by the applicable law.

**6.13.** In case of introduction or increase of new taxes, duties, tariffs and other official charges that are included in the price of the Goods agreed by the Parties, upon agreement of the Parties on the terms of delivery of a specific consignment of the Goods, but prior to shipment thereof, PTI may suspend shipment of the Goods until receipt of the Customer's written consent to the respective adjustment of the price of the Goods. In case of absence of the Customer's consent, PTI may refuse to perform its obligations and declare the respective Contract avoided.

**6.14.** Unless otherwise be implied by the delivery terms and conditions agreed by the Parties, while reselling the Goods to third parties the Customer giving consent to application of the 0% VAT rate to the price of the Goods shall (i) arrange the export of the Goods from the territory of the country of shipment, delivery and transfer of the title for the Goods to the consignee outside the territory of the country of shipment, without passing the risks and title to the Goods to third parties prior to exporting of the Goods from the territory of the country of shipment and (ii) refrain from naming the country of shipment of the Goods as the place of delivery and/or place of transfer of the title to the Goods (the Customer must not sell to third party from country of shipment as per this Contract on EXW, FCA, FOB, FAS delivery terms).

**6.15.** If Contract provides for exporting the Goods from the country of shipment of the Goods, and PTI is not obligated to arrange for transportation of such Goods to the place of destination (including, but not limited to, delivery by terms of: EXW, FCA, FOB, FAS), the Customer shall, within 30 (thirty) days from the date of shipment of the Goods, provide documentary evidence, reasonably acceptable to PTI, of legitimacy of application of the 0% VAT rate to the price of the Goods in the country of shipment of the Goods, exportation of the Goods from the country of shipment of the Goods, and delivery of the Goods to the foreign consignee, including bills of lading/waybills, customs declarations and other documents evidencing delivery of the Goods to the consignee outside the country of shipment of the Goods.

**6.16.** If PTI is selling the Goods to the Customer (intermediate) VAT registered at the other European Union (EU) country, but the supply of the Goods is made directly to the consignee, registered at the third EU country (so called *triangular intra-community operation*), the Customer hereby declares and obliges to ensure that the consignee will declare and pay VAT at the country of destination and that the Customer shall sell the Goods directly to the consignee without any other intermediates.

**6.17.** If the Customer fails to comply with the aforesaid obligations (art.6.14 -6.16), or if the information on the VAT number of the Customer and/or the consignee received from the Customer prior to shipment of the Goods is invalid or inaccurate, the Customer in addition to the price of the Goods on demand of PTI shall pay PTI the value added tax at the rate applicable in the country of shipment of the Goods to the price of the Goods agreed by the Parties, as well as any interest, penalties and other damages payable and/or paid by PTI pursuant to the law of the country of shipment of the Goods.

**6.18.** The supply of the Goods on deferred payment terms shall be made within the credit limit set by the PTI on its absolute discretion (on the basis of information received from a credit insurer and/or any other source of information) by informing the Customer by electronic means. Such credit limit may be adjusted or cancelled by the PTI without notice when the PTI reasonably believes that the financial condition of the Customer has deteriorated.

**6.19.** The supply of the Goods above/without the credit limit can be made on advance payment terms or subject to provision by the Customer of security acceptable for the PTI. If the Customer refuses to provide such security, the PTI may postpone shipment of the Goods or declare the Contract avoided.

**6.20.** Notwithstanding the payment reference stated in the payment documents, PTI may allocate the received amounts for settlement of the Customer's obligations in the following order: damages are settled first, then default interest, then interest, then the principal amount of debt in the chronological order as incurred.

**6.21.** In case of payment default, the Customer at PTI's demand may be obligated to pay compensation for the fees and other charges levied by the Customer's credit insurers due to filing of an application for debt collection, including the cases where the overdue debt is settled prior to application of any measures by such insurers.

**6.22.** In case of delivery default, PTI shall return the funds provided as an advance payment for respective Goods to the Customer within 30 (thirty) days from the day of receipt of the Customer's demand, unless another term is agreed.

## **7. Limitation of Liability**

**7.1.** To the maximum extent permitted by applicable mandatory law, the Customer acknowledges and agrees that PTI does not assume and expressly excludes any statutory obligations or liabilities of a seller relating to conformity, defects, quality, safety, fitness for purpose, or regulatory compliance of the Goods. Any mandatory statutory rights that cannot be excluded shall apply in the minimum scope required by law only and shall be limited in accordance with the liability limitations set forth in these GTC.

**7.2.** Unless expressly stipulated otherwise by these GTC, neither Party, including their officers, employees and representatives, shall be liable for lost profits, loss of goodwill, indirect damages, punitive, regulatory or exemplary damages resulting from breach of the Contract, breach of warranties, tort or otherwise.

**7.3.** To the extent PTI cannot exclude liability under mandatory law, the PTI's maximum aggregate liability arising out of or in connection with the Goods, based on breach of the Contract, warranties, tort or otherwise, shall be limited to 6 % (six percent) of the invoiced price of the Goods.

**7.4.** PTI's liability for simple (not gross) negligence or lesser degree of fault, if such is specifically provided for by the applicable law, is hereby excluded.

## **8. Force Majeure**

**8.1.** If, because of *force majeure*, either Party is unable to carry out its obligations hereunder, except for the payment obligations, such Party shall give prompt written notice of force majeure to the other Party, but in any case, not later than 48 (forty eight) hours from the moment it has become aware about such circumstances. The obligations of the notifying Party shall then be suspended to the extent made necessary by such *force majeure* and during its continuance, provided that this Party shall use its best efforts to remedy such circumstances. PTI in no

event shall be obliged to source the Goods from third parties to comply with obligations of the Contract.

**8.2.** Should *force majeure* last for more than 3 (three) months, either Party *force majeure* may refuse to perform its obligations hereunder by providing a written termination notice to the other Party. The Contract shall be deemed terminated upon receipt of the said notice by the other Party.

**8.3.** The term "*force majeure*" as used herein shall mean any cause beyond the reasonable control of the Party affected thereby, that hinder performance of the Party's obligations, such as, but not limited to, natural disasters, fire, war, explosions, strikes (except for the strikes of the Parties' employees), governmental acts, accidents, mechanical breakdown of the manufacturer's facilities, failure of mechanical or chemical function or equipment normally used by the manufacturer of the Goods, plant shutdowns, any necessity to not operate, or to reduce operation of equipment in order to protect the safety of people or to protect the environment, shortages of necessary raw materials, transport, fuel or utilities, failure of computer systems to operate properly, destruction or loss of electronic records or data, failure of suppliers, subcontractors or carriers to substantially meet its performance obligations, and other similar circumstances.

**8.4.** Quantities affected by *force majeure* will be deleted from the Contract, but the Contract will otherwise continue in full force and effect for the term set forth therein. During the period when due to *force majeure* there will be shortage of the Goods, PTI has right, but not an obligation, to allocate proportionally the remaining quantity of the Goods between its customers.

## **9. Confidentiality**

**9.1.** The Customer acknowledges that it may be supplied with or come into possession of information related to PTI's business that PTI considers confidential and proprietary, including, without limitation, any descriptions, drawings, specifications, photos, illustrations, technical data, prices or price methodology, or any other information (whether technical or otherwise) relating to supply of the Goods hereunder (the **Confidential Information**). The Customer hereby agrees that it will maintain confidentiality of such Confidential Information and shall not use it for the Customer's own benefit or disclose such Confidential Information to third parties without the prior written consent of PTI, except the Customer may disclose such Confidential Information where required by law, to its employees, consultants or others on a need to know basis in order to process and perform the Contracts. The Customer agrees to take necessary and appropriate actions by way of requiring non-disclosure covenants from the recipients of the Confidential Information so as to maintain the confidentiality of such information.

**9.2.** Notwithstanding termination of the Contract, the confidentiality obligations shall stay in force for a period of 5 (five) years from the date of each separate disclosure, except that Confidential Information relating to formulae, ingredients, trade secrets or manufacturing and process know-how shall never be disclosed unless required in accordance with one or more of the exceptions set forth in these GTC.

## **10. Data Protection**

**10.1.** The Customer shall duly inform all its employees and (or) other representatives engaged for performance of this Contract, whose data is to be transferred to PTI about the possible transfer of their personal data and possible processing of such data for the purpose of performance of this Contract. The provided information shall include, inter alia, purposes, legal grounds of processing of personal data, retention period and existing rights in accordance with data protection legislation, including 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 (**General Data Protection Regulation**).

## **11. Governing Law and Dispute Resolution**

**11.1.** To the extent it does not contradict the terms and conditions hereof, the Contract shall be subject to the law of Lithuania, unless

explicitly provided differently by the Law. The application of the United Nations Convention on the Contracts for the International Sale of Goods (Vienna, 1980) to the Contract is hereby excluded.

**11.2.** Any dispute or claim arising between the Parties from the Contract or in connection thereof and breaches, application or treatment shall be the subject to mutual amicable negotiation of the Parties. If such settlement is not reached within thirty (30) calendar days from the date such disagreement originated, then it shall be finally settled in competent court of Vilnius city. Nevertheless, PTI reserves the right to apply to competitive court in accordance with general rules of jurisdiction applying to Contract.

## **12. Further Provisions**

**12.1.** If there is a significant change in the current market conditions that make the performance of the Contract too onerous to either Party, then the Parties shall enter into good faith negotiations to amicably discuss the re-negotiation of the present conditions. If the Parties fail to reach an agreement in thirty (30) days from the moment of negotiations started, either Party shall have the right to apply to a respective court with request to change or terminate the Contract.

**12.2.** No salesperson is authorized to bind PTI. Orders placed with a salesperson are not binding on PTI until confirmed in writing by PTI's authorised person.

**12.3.** All notices, consents and communications between the Parties shall be in writing, and can be provided by electronic means (email) and shall be deemed received on the next day from dispatch if sent by email and after 5 (five) calendar days if sent by regular mail or courier, provided the sender keeps in its possession evidence of dispatch.

**12.4.** Unless expressly stipulated otherwise by these GTC, any failure by a Party to enforce, in full or in part, any of its rights set forth in the Contract shall not be deemed a waiver thereof by such Party. Any waiver by PTI of any breach or default by the Customer shall not be construed as a waiver of any subsequent breach or default.

**12.5.** Unless otherwise stipulated in the Contract, neither Party may assign its rights and obligations hereunder to third parties without prior written consent of the other Party. PTI may assign, without the Customer's consent, the right to claim payment to banks, factoring companies and other parties. PTI may also assign, without the Customer's consent, its rights and obligations hereunder to its affiliates, provided that PTI and such assignees shall be jointly and severally liable to the Customer.

**12.6.** The descriptive headings as well as section and paragraph numbers appearing herein are used only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of the provisions of these GTC.

**12.7.** If any of the provisions of the GTC is, or becomes, invalid, illegal or unenforceable under applicable law, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired. If any of the provisions or clauses of these GTC are found void because they provide for a regulation unlawfully expanding the limits provided for in applicable laws, then such provisions shall be deemed void only to the extent they are not in compliance with the applicable laws and the competent court or arbitral tribunal shall be entitled to reduce their application to the Parties' relationship so that such provision become valid and enforceable to the maximum extent possible.

**12.8.** The Customer shall use the Goods sold by PTI and, in general, conduct its business, in a manner that prevent it from infringement of intellectual property (IP) rights (patent, trademark, know-how, etc.) of PTI or of any third parties. The Customer shall indemnify PTI against all claims, costs and expenses arising in connection with use of any object of IP and/or infringement of third party rights to such object when such object was provided by the Customer to PTI for the purposes of performance of the Contract.

**12.9.** The GTC hereof, hereby change any previous agreements between PTI and the Customer in regard of the same topic, unless strictly indicated differently by a separate agreement and the Parties thus express their intention to keep to that other agreement.