

## General Terms and Conditions

Revision 01.07.2025

### I. General Provisions

1. These General Terms and Conditions govern the sale and purchase of goods between the buyer and the seller, in cases where the seller is the limited liability company DONAUCHEM s.r.o., with its registered office at Stavbárska 6109/2, 903 01 Senec, Company ID No.: 31 359 248, registered in the Commercial Register of the Municipal Court Bratislava III, Section Sro, Insert No. 5836/B.
2. Deviating provisions in the purchase agreement/confirmed order (hereinafter the "PA") take precedence over the wording set out in these General Terms and Conditions (hereinafter the "GTC").
3. Legal relationships not governed by the PA or these GTC are subject to the relevant provisions of the laws of the Slovak Republic, in particular the Commercial Code, in the event of the establishment of commercial-legal relations between the Parties.

### II. Purchase Agreement and Price

1. The purchase agreement/order/order confirmation shall always be in written form and may be sent by e-mail. This form of legal act is also required for amendments and cancellation of the purchase agreement. The buyer's order must include at least: the date of issue; the type and required quantity of goods; identification of the buyer by stating its business name, registered office, Company ID, Tax ID or VAT ID, information on its registration in the relevant register, its bank account details; in case the buyer requires delivery of goods to a specific place, the exact designation of the delivery location; identification of the person who placed the order on behalf of the buyer, including their job position with the buyer, and their phone and e-mail contact details; and the buyer's consent to the seller's General Terms and Conditions.
2. The contracting parties have agreed on an acceptance period of 5 working days, starting from the date stated in the PA (order). Upon the lapse of the acceptance period without acceptance, the PA proposal expires. Reservations or other changes to the buyer's order communicated by the seller to the buyer within the acceptance period constitute a rejection of the PA proposal and are considered a new PA proposal, which the buyer may accept within the acceptance period, i.e., within 5 working days from the date stated in the new PA proposal.
3. The prices stated in the seller's price lists are understood as prices at the seller's warehouse, excluding surcharges for packaging, delivery charges, or incidental costs, and stated NET and without VAT. Before submitting a PA proposal (order), the buyer is obliged to duly acquaint themselves with the seller's General Terms and Conditions, which are published on the seller's website: [www.donauchem.sk](http://www.donauchem.sk). The buyer acknowledges that the seller is entitled to amend both the price list and the GTC on an ongoing basis.
4. The purchase agreement is concluded only when the buyer's order has been confirmed by the seller in writing without reservations or other changes, by e-mail, or when the buyer confirms in writing without reservations or other changes the acceptance of a new PA proposal (para. 2, second sentence of this article of the GTC), by e-mail.
5. If, between the conclusion of the agreement and the delivery of the goods, there is a significant increase in raw material prices, logistics costs, or other substantial changes in economic conditions that decisively affect pricing, the seller is entitled to make an adequate adjustment to the purchase price of the relevant raw material/service. However, the seller is obliged to inform the buyer of the price change without undue delay. If the buyer does not agree with such an increase in the purchase price, the buyer is entitled to withdraw from the purchase agreement in writing without undue delay. If the buyer does not exercise this right, it shall be deemed that the contracting parties have agreed to the change in the purchase price.

6. In case of doubt as to the moment of conclusion of the PA, it shall be deemed that the PA was concluded upon delivery of the goods to the buyer. Furthermore, if the purchase price of the goods is not expressly stated in the PA, the parties agree that the PA is concluded with the understanding that the purchase price of the goods is determined according to the valid price offer as of the date of issuance of the order by the buyer or the new PA proposal by the seller, which was subsequently accepted in writing by the respective other party within the acceptance period, without reservations or other changes.

### III. Delivery Terms

1. Unless otherwise stated in the PA, the seller's obligation to deliver the goods to the buyer and the seller's right to charge the agreed purchase price arise on the day the goods are delivered to the buyer, namely: (i) at the moment the goods are handed over to the first carrier for transport and the delivery is marked as a consignment for the buyer, if the PA stipulates dispatch of the goods by the seller; or (ii) at the moment the goods are handed over to the buyer at the place specified in the PA (e.g., at the seller's warehouse or at a place designated by the buyer in the PA, etc.). If the PA does not expressly state the place of delivery, it shall be the seller's warehouse notified by the seller to the buyer.
2. If the buyer has agreed to collect the goods from the seller's warehouse, the seller shall notify the buyer in writing or by phone that the goods are ready for collection.
3. When collecting the goods in person, the buyer is obliged to present proof of identity of the buyer/the person authorized to receive the goods on behalf of the buyer (e.g., trade license, ID card, driving license, passport, ...) and to sign the original delivery document (delivery note, bill of lading, transport document) for the goods specified in the purchase agreement, stating that they are the buyer/the person authorized to receive the goods on behalf of the buyer.
4. If the transport of the goods is arranged by the seller and the availability of the material has been confirmed to the buyer, the standard delivery period is 3–4 working days from the confirmation of the buyer's order.
5. The buyer is obliged to ensure that the goods are received at the place of performance by an authorized person and, if technically necessary, to provide workers or tools required for the receipt of the goods.
6. Title to the goods passes from the seller to the buyer at the moment of full payment of the purchase price of the delivered goods to the seller.

### IV. Payment Terms

1. The purchase price is payable within the period specified in the PA. Unless otherwise agreed in the PA, the basis for payment of the purchase price is the invoice, which also serves as a tax document. The invoice is payable within the period stated on the invoice. The seller reserves the right to invoice partial deliveries of goods if agreed.
2. Packaging marked as returnable is invoiced by the seller as a separate item together with the goods. Value-added tax is calculated separately.
3. Any objections to the invoice must be communicated to the seller in writing within its due date, and such objections must be duly specified; otherwise, they will not be considered.
4. The purchase price is deemed paid on the date it is credited to the seller's account indicated on the relevant invoice, if paid through a bank. If the buyer accepts delivery of a larger quantity of goods than specified in the PA, the buyer is obliged to pay for the actual quantity of goods delivered at the unit price agreed in the PA.
5. If the buyer is in default with payment of the purchase price (invoice), the seller is entitled, without notice, to charge default interest in the amount specified in § 369 of the Commercial Code.
6. After conclusion of the agreement, if the seller becomes aware of negative facts regarding the buyer's payment discipline or creditworthiness, or if the buyer is in default with any due obligation towards the seller, the seller has the right to withhold delivery of the goods to the buyer until the buyer provides an advance payment of at least 50% of the agreed purchase price or presents a guarantee that the purchase price will be paid. If this requirement is not fulfilled or is refused, the seller has the right to withdraw from the agreement, and the buyer is not entitled to any compensation.

7. The seller is entitled, regardless of the buyer's designation of fulfillment, to first apply all of the buyer's payments to the buyer's older obligations, i.e., to the obligations due earliest. If the seller has claims for default interest or contractual penalties, the seller is entitled to apply the buyer's payment first to contractual penalties, then to default interest and other accessories of the seller's receivable, and only lastly to the principal amount.
8. The buyer is entitled to set off mutual claims, withhold, or reduce its performance under the PA towards the seller only if it has duly and timely submitted a claim for defects of the goods, and only with the prior written consent of the seller. The buyer may unilaterally set off its potential counterclaims against the seller's receivables only if such counterclaims have been awarded by final court decisions or have been acknowledged in writing by the seller, with the signature of the person authorized to act on behalf of the seller officially certified on the respective acknowledgment of obligation.
9. The buyer is not entitled, without the prior written consent of the seller, to assign any of its receivables against the seller to a third party.

## **V. Liability for Defects, Claims for Defects**

1. Upon receipt of delivery, the buyer is obliged to thoroughly and with due professional care inspect the goods immediately, and in particular, depending on the nature and application of the goods, to test their quality and compliance with the technical specification or analysis certificate, through generally accepted analyses in the relevant field or through accredited laboratories.
2. Liability for defects and the procedure for making claims for defects of goods are set out in the Complaints Policy of DONAUCHEM s.r.o. The current Complaints Policy of DONAUCHEM s.r.o. forms part of the GTC and is available on the seller's website: [www.donauchem.sk](http://www.donauchem.sk) and, upon request, available to the customer in electronic form or in paper form at the business premises of DONAUCHEM s.r.o. (the seller's registered office and warehouse).
3. The risk of damage to the goods passes from the seller to the buyer in accordance with the agreed delivery terms.
4. The buyer is liable to the seller for any damage caused by the buyer, its employees, or other third parties through breach or neglect of its obligations under the Purchase Agreement, the GTC, or the relevant law. The buyer is released from liability if it proves that the breach or neglect of obligations was caused by circumstances excluding liability.
5. The buyer is obliged to claim any defects of goods with the seller in accordance with the Complaints Policy of DONAUCHEM s.r.o.
6. A claim must be filed immediately, no later than 24 hours from the date of receipt of the goods in the case of an apparent defect, and no later than 10 days from the date of receipt of the goods in the case of any other defect. If the buyer fails to claim a defect in accordance with the preceding sentence, the claims for defects expire, and the buyer's right to defects of goods cannot be recognized in court proceedings.
7. A claim must be submitted in writing by e-mail to the sales representative or to the e-mail address designated by the seller: [reklamacia@donauchem.sk](mailto:reklamacia@donauchem.sk), otherwise it will not be considered duly submitted. The buyer is obliged to provide access for the seller or its authorized representative to the claimed goods.
8. In the case of an apparent defect (e.g., damaged packaging, contaminated goods, etc.), the buyer is not obliged to accept the goods from the carrier. If the buyer does so, it must draw up the relevant protocol with the carrier and simultaneously specify the defect of the goods in the delivery note and immediately contact its sales representative or the DONAUCHEM Complaints Centre at the phone number: +421 2 492 065 05 or by e-mail at: [reklamacie@donauchem.sk](mailto:reklamacie@donauchem.sk), where further steps will be agreed. The complaint will then be lodged with the carrier. If the buyer accepts goods with apparent defects and does not record all identified defects in the delivery note and/or does not draw up the relevant protocol with the carrier, the seller shall not be liable for defects of the shipment. Later claims will not be considered.
9. The buyer must duly substantiate the claim in an appropriate manner, e.g., with a complaint protocol, official weighing or control certificate, relevant photo documentation, a sample of the defective goods, a protocol of the quality test of the goods performed upon receipt, taken in the presence of a representative of DONAUCHEM or an authorized testing laboratory mutually agreed upon by both parties.
10. The seller's liability is excluded if the claimed goods have been processed, altered, or improperly stored. This also applies if samples of the material had been previously delivered to the buyer.

11. In addition to proving the prerequisites under § 373 et seq. of the Commercial Code, the buyer's entitlement to compensation for damage caused by a defect in the goods against the seller is also conditional on the buyer fulfilling the obligations (i) to test the goods pursuant to Article V, paragraph 1 of the GTC, as well as (ii) to claim the defect with the seller within the periods pursuant to Article V, paragraph 6 of the GTC. The provision of § 440(1), first sentence of the Commercial Code shall not apply. Notwithstanding the preceding sentence, the seller's liability towards the buyer for damage caused by a defect in the goods is in any case limited to the purchase price of the goods; this does not apply if such damage was caused intentionally.

## VI. Returnable Packaging and Handling Fees

### 1. Returnable packaging up to 200 l:

DONAUCHEM s.r.o. charges the following fees for all returnable packaging, excluding VAT:

- **20-35 l PE canister:** €12/pc
- **50-60 l PE canister:** €26/pc
- **135-220 l drum:** €64/pc
- **Wooden pallet:** €18/pc

Packaging is returnable within 180 days from the date of issue. Fees for returnable packaging will be credited in full only if returned within this period. DONAUCHEM s.r.o. will provide free return transport of packaging only if another delivery of goods to the buyer takes place within the specified period. Otherwise, the buyer bears the exclusive obligation and costs of returning the packaging. The parties agree that if within 180 days no further purchase is made by the buyer, or the buyer does not return the packaging at their own expense, the packaging is removed from the seller's records and becomes the property of the buyer, acquired by purchase at the invoiced price stated above. Returnable packaging collected by the contractual carrier or seller must be empty, undamaged, fitted with a functional closure, labeled with a DONAUCHEM s.r.o. label, and must not be contaminated with any other chemical. If the packaging is damaged by the buyer, the seller reserves the right to claim damages from the buyer.

### 2. 300, 600, 1000 Liter Containers:

Containers up to 1000 liters may be borrowed free of charge for a period of 60 days from the date of collection. After this period, DONAUCHEM s.r.o. will charge a rental fee of €50 per container for each commenced month until its return. All returnable containers are marked with an internal number, which DONAUCHEM s.r.o. uses to monitor their movement. The company provides free collection of emptied containers from the buyer's warehouse only if another delivery of goods to the buyer is carried out at the same time.

The buyer is obliged to handle the rented containers of the supplier with professional care and must never pour any other chemical substance into these containers. Returned containers must bear the original DONAUCHEM s.r.o. label, include the corresponding undamaged closures, and must not be damaged or contaminated.

The contractual carrier of DONAUCHEM has the right to refuse containers with apparent defects, and the seller is entitled to charge the sales price of such containers. If DONAUCHEM s.r.o. discovers defects upon receipt at the warehouse, this fact will be documented with photographs, and the seller has the right to charge for the damage or costs associated with repair or cleaning of the containers.

The parties agree that if within 150 days from the date of issue of the containers to the buyer no further purchase of goods or return of the containers by the buyer takes place, the seller will issue an invoice in the amount of €150 per unit for 1000 l containers, or €170 per unit for 300 l and 600 l containers. Upon payment of the purchase price, such containers become the property of the buyer, acquired by purchase.

### 3. Handling and Depreciation Fees for Filled Chemicals:

For liquid chemicals dispensed into returnable packaging, a non-refundable fee (covering cleaning, filling, labeling) is charged as follows:

- **Canisters, jerry cans:** €1.20/pc
- **PE drums, 200 l metal drums:** €2.20/pc
- **300 l, 600 l, 1000 l containers:** €4.50/pc

### 4. Fees for Sales of Goods Below the Minimum Order Value:

If the value of the ordered goods (excluding VAT, handling fees, and packaging deposits) is less than €300, the seller is entitled to charge a fee for a sub-limit purchase as follows:

- a) **€4** in the case of personal collection at the seller's warehouse
- b) **€7** in the case of delivery of powder or non-hazardous liquid goods to the buyer's warehouse
- c) **€12** in the case of delivery of ADR goods in sub-limit quantities where ADR vehicle transport is not required
- d) **€38** in the case of delivery of ADR goods to the buyer's warehouse.

If the buyer requests express delivery of the ordered goods within 48 hours from the date of ordering and confirmation of the order by the seller, the seller will charge a fee for express delivery according to the tariffs of the transport company that carried out such delivery.

## **VII. Force Majeure**

1. Neither Party shall be liable for delay or for total or partial non-fulfillment of its obligations under the PA to the extent that its performance was prevented, delayed, or hindered due to an extraordinary event beyond the reasonable control of the affected Party, which could not reasonably have been foreseen or averted, including but not limited to: natural disasters, wars, military operations of various kinds, uprisings, civil disturbances, sabotage, revolutions, acts of piracy, explosions, fires, floods, general strikes, lockouts, official interventions of legal or illegal nature, terrorism, or other circumstances occurring independently of the will of the Parties, beyond their control, which could not have been prevented or overcome by either Party (each such event hereinafter referred to as a "Force Majeure Event").
2. The Parties are obliged to inform each other of a threatening or occurring Force Majeure Event and its anticipated duration within 10 days. Damages caused by delayed notification of a threatening or occurring Force Majeure Event shall be borne by the Party responsible for the delay. A Party that fails to notify the other Party shall be liable to compensate the other Party for all damages caused by breach of this obligation.
3. In the event of Force Majeure, the Seller shall be entitled to extend the delivery date by a period corresponding to the duration of the Force Majeure, and either Party shall be entitled to withdraw from the PA in writing without adverse legal consequences, even if such action would not otherwise be permitted.
4. Before withdrawing from the PA, the Parties are obliged to conduct negotiations regarding a possible amendment to the agreement. If such negotiations do not lead to results within 10 days, the right to withdraw from the PA may be exercised.

## **VIII. Final Provisions**

1. The Seller is entitled to withdraw from the purchase agreement in the event of a material breach of contractual obligations by the Buyer, which include:
  - i. the Buyer's delay in payment of the purchase price for deliveries of goods, including partial deliveries and recurring performance, by more than three (3) working days.
  - ii. the Buyer's failure to promptly notify in writing any of the following facts: dissolution of the company with liquidation, declaration of bankruptcy on the Buyer's assets, settlement, dissolution without liquidation, or change of legal form.
2. All prices stated in these GTC are exclusive of VAT.
3. These General Terms and Conditions are effective as of **July 1, 2025**.
4. These General Terms and Conditions form an integral part of the purchase agreement, as confirmed by the Parties by signing the purchase agreement.