General Terms and Conditions of Sale
Ashland Poland Sp. z o.o.

Article 1 – General
1. The General Terms and Conditions of Sale contained herein (“General Conditions”), shall apply to (i) all offers, quotations, order confirmations issued by Ashland Poland Sp. z o.o., or any affiliate thereof (“Supplier”) and to any transactions, orders or agreements hereunder defined between Supplier and any (prospective) buyer (“Buyer”).
2. “Order Confirmation” shall mean the written confirmation by Supplier to sell or supply to Buyer the products and/or services described therein. “Purchase Order” shall mean the written or verbal order by Buyer to purchase from Supplier any products and/or services.
3. An agreement (“Agreement”) shall be entered into if and when (i) the Supplier has confirmed the Agreement in writing by means of an Order Confirmation, or (ii) if Supplier did not send an Order Confirmation, Supplier has begun with providing the products and/or services and the Buyer did not immediately object to this in writing.
4. Supplier may withdraw its offers and quotations without notice at any time before an Agreement has been entered into between the Buyer and Supplier.
5. Cancellation of a Purchase Order and products and/or services returned for credit shall not be accepted. Purchase Order shall be deemed binding on the Buyer and open for acceptance by Supplier for the validity period specified therein, or if not specified therein, for a period of 180 days from the issue date. Unilateral cancellation by Buyer within such period shall not be valid.
6. Upon entering into an Agreement with Supplier, Buyer is deemed to have accepted the General Conditions as an integral part of the Agreement. Unless Supplier expressly agrees otherwise in writing, the General Conditions prevail over any conflicting or additional terms or conditions stipulated or referred to by Buyer.

Article 2 - Prices
1. All prices shall be quoted exclusive of taxes, packing and carriage and shall be based upon delivery “Ex Works”, according to the Incoterms 2000.
2. All sales shall be invoiced inclusive of all applicable duties, taxes, levies and other charges, and shall be net of any discounts or other benefits of carrying out customs formalities payable on export.

Article 3 - Terms of Payment
1. All payments shall be made in the currency stated on the invoice, within the agreed time period, without any deduction or set-off for any reason whatsoever, unless specified otherwise in the invoice. Buyer shall not be entitled to suspend its payment obligations.
2. Without prejudice to any other contractual or statutory rights of Supplier, Supplier may charge interest on any overdue payments at the rate of 15% per annum from the due date until the actual date of payment. Buyer shall also be liable for all judicial and extra judicial collection costs.
3. If Buyer fails to make payment within the agreed time period, Buyer shall be in default by operation of law without any notice of default being required. The date reported on Supplier’s bank statements shall be deemed to constitute the effective date of payment.

Article 4 – Delivery, Title and Risk
1. The Incoterms 2000 or its subsequent modifications published by the International Chamber of Commerce, and any specific product delivery conditions stated in the Agreement, shall apply to all deliveries made under the Agreement. In case of any conflict between Incoterms and any terms of the Agreement the latter shall prevail.
2. Supplier will make every endeavor to deliver products and/or services within the agreed delivery time, but Supplier shall not be liable for failure to do so for any reason. Supplier is entitled to make partial deliveries.
3. Supplier’s weights and measurements shall govern unless proven to be incorrect.
4. Buyer shall inspect the products and/or services immediately upon delivery and notify Supplier of any defects, non-conformities or other faults within 15 days from delivery.
5. Title of ownership of all products supplied by Supplier shall not pass to Buyer until final settlement in full of the sales price and all other sums due to Supplier.
6. Risk in cases of, and damage to, the products shall pass to Buyer upon delivery.

Article 5 - Packages
If under the Agreement packaging of products remains property of Supplier or is to be returned to Buyer, Supplier must return them at his risk and account empty to the Buyer. It is not the manufacturer of any product, or provider of any service, sold to Buyer, failure by its regular supplier for any reason to supply such product or service as well as modification of such product by the manufacturer which was not foreseen by Supplier at the time of the offer, quotation, or Order Confirmation.

Article 6 – Water Treatment Services
In case the Supplier provides water treatment services:
1. Buyer guarantees that it has provided the Supplier with complete and accurate information required for the preparation of the offer and the performance of the Agreement. The Buyer shall provide the Supplier with any updates of such information during the course of the Agreement. The Buyer shall inform the Supplier of any changes in the treated facilities or the operation thereof as might be relevant in any way for the water treatment. The Buyer shall at all times keep the logbook for the water treatment up to date and accessible to the Supplier.
2. The Supplier shall provide with interruption light, power, water and ventilation as necessary for the performance of the water treatment services. The Buyer shall provide for the protection and uninterrupted functioning of the systems, facilities and equipment as hereunder defined between Supplier and any (prospective) buyer (“Buyer”).
3. The Supplier shall diligently carry out any tasks relating to the water treatment of its systems, which are not included in the services agreed to be supplied by the Supplier. In such case, the Buyer shall follow the monitoring of the water treatment, as well as any other actions, omissions and events that may affect the proper performance of the water treatment services by the Supplier, unless, as demonstrated by the Buyer, such actions, omissions and events were solely caused by the Supplier.

Article 7 – Equipment
Title of ownership of all equipment made available to the Buyer by the Supplier on a lease, testing or any other basis, shall remain with Supplier, unless otherwise agreed in writing.

Article 8 - Health Risk and Safety
1. Buyer acknowledges that the products to be supplied under any Agreement may be hazardous to the human health and/or the environment.
2. Buyer shall familiarize itself with and shall be responsible to keep itself as well as all persons involved in the handling of the products as from delivery thereof by Supplier, fully informed of the nature of any such health and/or environmental risks and with regard to the proper and safe handling of the products.

Article 9 – Inspection
1. Buyer shall immediately upon delivery inspect the products and/or services.
2. Any complaints about the products and/or services, or a shortage thereof, shall be made in writing to the Supplier within five working days after the delivery date. No such notification is received by Supplier within such time limit, all products and/or services shall be deemed delivered in the agreed quality, free from visual damage.

Article 10 – Warranty
1. Supplier warrants that the products and/or services supplied shall at the time of delivery conform to the technical specifications set forth in the Agreement. Supplier gives no other warranties, express or implied, with respect to any products or services. Any warranties that may be applicable pursuant to any laws or regulations, including any warranties of quality, merchantability, fitness for any use or purpose, are hereby expressly excluded.
2. Where the products do not conform to the specifications at the time of the delivery, Supplier shall at its expense either replace any quantity of returned non-conforming products by a corresponding quantity of products meeting the specifications, or, at Supplier’s option, credit Buyer for the invoice value of the non-conforming products.

Article 11 - Liability
1. Any liability of the Supplier, contractual or otherwise, shall be limited to:
   a. the remedies set forth in Article 10 if the Agreement solely relates to the delivery of products, or, if more than 80% of the Agreement relates to the delivery of services by the Supplier, supplying the products and/or services, but not limited to the delivery of water treatment services and the making available of equipment.
   b. the Buyer shall indemnify and hold harmless the Supplier from any third party claims in connection with the implementation of any Agreement.
2. Supplier shall not in any circumstances be liable for any indirect, consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profit or revenue).

Article 12 - Force Majeure
Supplier will not be responsible for any delay or failure to fulfill any term or condition of any Order Confirmation, Agreement or other obligation to the extent such delay or failure is due to any event which is beyond the control of Supplier, including but not limited to: (i) strikes, labor disturbances, (ii) unavailability or shortage of raw materials or auxiliary materials, (iii) transportation problems, (iv) in cases, where Supplier itself is the manufacturer of any product, or provider of any service, sold to Buyer, failure by its regular supplier for any reason to supply such product or service as well as modification of such product by the manufacturer which was not foreseen by Supplier at the time of the offer, quotation, or Order Confirmation.

Article 13 - Confidentiality
Any technical, commercial, economic and other information and data concerning Supplier’s business, including without limitation its formulas, product specifications, services, plans, programs, processes, products, costs, operations and customers, which may come within the knowledge of Buyer, its affiliates, officers or employees in the performance of the Agreement shall be treated as confidential property of Supplier and shall not be used by Buyer or for the benefit of any of its affiliates or subsidiaries, except to the extent permitted by law. Supplier shall at all times keep the data and information provided to any authorities, even if the Supplier has been requested to do so, disclosable to others, including governmental agencies or other authorities during or subsequent to the term of the Agreement without in any instance securing the prior written consent of Supplier. Any such information provided by Supplier to Buyer in writing or other tangible media shall be returned to Supplier upon Buyer’s request or upon termination of the Agreement.

Article 14 – Governing Law / Disputes
1. Any agreements and documents to which these General Conditions apply shall be interpreted and governed by the laws of Poland.
2. Any disputes arising from any agreements or documents to which these General Conditions apply shall be excluded by submission to the competent courts of the District of Warsaw.