

GENERAL TERMS AND CONDITIONS OF SALE of PCC Group Companies: PCC Rokita S.A., PCC Exol S.A., PCC PU Sp. z o.o., PCC Prodex Sp. z o.o., PCC Synteza S.A. as of 15th May 2017

1. General

1.1 General Terms and Conditions of Sale of PCC Group Companies: PCC Rokita S.A., PCC Exol S.A., PCC PU Sp. z o.o., PCC Prodex Sp. z o.o. PCC Synteza S.A., hereinafter separately referred to as the Sellers, apply to the sale of goods by the Seller to the Buyer and performance of services related to it. To our deliveries, services and sale of goods only these General Terms and Conditions of Sale of PCC Group Companies: PCC Rokita S.A., PCC Exol S.A., PCC PU Sp. z o.o., PCC Prodex Sp. z o.o., PCC Synteza S.A. shall be applicable, they are available on the PCC Group Product Portal (www.products.pcc.eu/en/).

Any other provisions contrary to these Terms and Conditions or statutory regulations, including but not limited to the Buyer's terms and conditions of purchase, shall be binding upon the Seller subject to the Seller's written approval thereof, as per the Company's principles of representation. Any unquestioned delivery, service or sale of goods shall not be deemed acceptance by the Seller of any other contrary provisions.

1.2 Any reference hereto to sale, sales agreement, Seller or Buyer shall mean delivery, sales agreement, Supplier, Consignee, respectively.

1.3 Any printing, typing, calculation or other obvious errors which might occur in the agreement shall not be to the detriment of the Seller.

1.4 The Buyer's orders shall not be binding for the Seller as long as they are not clearly confirmed by the Seller in written or electronic form (e-mail sent from the company's mailbox), if the electronic form has been agreed by the parties.

2. Delivery / Shipment

2.1 The date of supply of goods for consideration, including Incoterms, shall be deemed the date of sale.

2.2 The Seller shall have no right to sell goods to countries which are under EU or international sanctions prohibiting commercial operations related to the goods. If a country of destination of goods is specified in the agreement by the Seller (Territory) and at the same time the Seller ensured exclusivity of the Buyer in the Territory, the Buyer shall not be entitled to re-sell them to other countries.

In case of breach by the Buyer of the above provision, the Buyer shall pay to the Seller a contractual penalty of 10% value of delivered goods.

Compensation exceeding the contractual penalty shall be permitted hereunder, covering the actual losses incurred by the Seller and anticipated but lost profits.

2.3 Upon collection of the goods by the Buyer, the Buyer shall bear the risk of accidental loss or damage of the goods.

Any reference in the agreement to Incoterms shall mean that the risk of accidental loss or damage of goods, risk and costs of transport of goods shall pass upon the Buyer at the location and date specified as delivery basis according to INCOTERMS 2010. INCOTERMS 2010 also define all other rights and obligations of the Parties relating to the delivery basis specified in the agreement.

Notwithstanding the specified Incoterms basis, the Buyer shall be held liable for direct supervision of the unloading.

2.4 The Buyer shall pay all additional costs of the Seller for non-performance or undue performance by the Buyer of the obligations relating to the delivery basis specified in the agreement.

2.5 Unless the agreement specifies the quantity or dates of dispatch of the goods thereunder, the shipments shall be made based on the Buyer's orders confirmed by the Seller. In case of no order, the Parties shall agree quantities and dates

of each shipment in writing or electronic form (e-mail sent from the company's mailbox).

2.6 If a date of shipment is specified in the agreement or Buyer's order referred to in Sec. 2.5 and the Seller is unable to deliver the goods due to the circumstances which could not be foreseen or prevented upon conclusion of the agreement or order confirmation, the Seller shall forthwith notify the Buyer thereof. In such case, the Seller shall not be held liable for undue performance of the agreement.

The Parties shall, based on a separate agreement, define a new date of shipment, with regard to the capabilities and needs of each of the Parties.

Unless otherwise specified in the agreement, each shipment shall be made according to the then applicable prices.

2.7 If the credit limit has been exceeded, orders placed by the Buyer shall be realised gradually upon prior settlement of liabilities by the Buyer due to the previous orders/agreements covered by the credit limit. Any payments of the Buyer, first of all shall be set off against interests and the oldest liabilities.

2.8 In case of goods delivered in tank cars/goods wagons of the Seller, unloading time of a tank car/goods wagon at the Buyer's site shall not be longer than 56 hours from the moment of their arrival to the collection rails.

In case of delay, the Seller shall be entitled to charge to the Buyer the demurrage costs in the amount of PLN 500 for each started 24-hour period, unless otherwise specified in the agreement, or in the amount specified by the haulier who completed the delivery.

2.9 If the goods are transported by a cistern truck/lorry of the Seller or its haulier, the Buyer shall forthwith unload the cistern truck/lorry upon arrival at the Buyer. If the Buyer fails to unload the cistern truck/lorry within 4 hours (unless otherwise specified in the agreement) of reporting arrival of the cistern truck/lorry at the Buyer, the Seller shall charge to the Buyer the demurrage costs for the respective means of transport. If the Buyer is required to custom clear the goods, the time for unloading the cistern truck/lorry of the Seller shall be extended from 4 up to 8 hours.

2.10 In case of delivery in the territory of Poland, the Seller shall provide the Buyer, together with the goods, with national consignment note and Certificate of Analysis.

In case of delivery to the EU countries, the Seller shall provide the Buyer the following documents together with the goods: Certificate of Analysis, packing list, international consignment note and other documents specified in the letter of credit (if applicable).

In case of delivery in the territory of countries other than specified above, the Seller shall provide the Buyer with the following documents together with the goods: invoice, Certificate of Analysis, packing list and other documents speci-

fied in the letter of credit. Upon collection of the goods, the Buyer shall check them for compliance with the specification received, inspect them visually and accept with signature, stamp and date of goods receipt entered in the international consignment note whose copy the Buyer shall return to the Seller on receipt of the goods.

2.11 The invoice for the goods sold shall be submitted by the Seller together with the goods or sent to the Buyer as a hard copy or electronically. Use of electronic invoices requires the approval of invoice recipient.

2.12 Unless otherwise provided in the agreement, the Seller is entitled to deliver goods in parts and to invoice them separately. Delay in delivery shall not relieve the Buyer from the obligation to accept the delivery and to pay for it. Delivery of the quantity of goods lesser than agreed between the parties shall not entitle the Buyer to the refusal of goods, in such case the Buyer shall be obliged to pay an appropriate part of remuneration for the delivered quantity of goods.

3. Packaging

3.1 The Seller's goods shall be delivered in bulk or non-returnable packaging or returnable packaging, which is the property of the PCC Group Companies, respectively:

- PCC Rokita S.A. with its registered office in Brzeg Dolny (56-120), at ul. Sienkiewicza 4, VAT Reg. No. 917-000-00-15,
- PCC Exol S.A. with its registered office in Brzeg Dolny (56-120), at ul. Sienkiewicza 4, VAT Reg. No. 988-02-67-207,
- PCC PU Sp. z o.o. with its registered office in Brzeg Dolny (56-120) at ul. Sienkiewicza 4, VAT Reg. No.: 988-029-38-54,
- PCC Prodex Sp. z o.o. with its registered office in Brzeg Dolny (56-120), at ul. Sienkiewicza 4, VAT Reg. No. 522-18-03-295,
- PCC Synteza S.A. with its registered office in Kędzierzyn-Koźle (47-225), at ul. Szkolna 15, VAT Reg. No. 749-18-88-664.

3.2 If the goods are delivered to the Buyer in returnable packaging owned by the Seller, the Buyer shall return empty returnable packaging to the address specified by the Seller, in non-deteriorated condition, allowing for normal wear and tear, within 60 days of collection of the goods in such packaging, unless otherwise specified in the agreement.

3.3 In case of failure to return the returnable packaging within 60 days of collection of the goods in such packaging, the Seller shall issue an invoice for the sale of the aforementioned returnable packaging by the time specified in the Goods and Services Tax (VAT) Act, as per the average market value of the packaging. If damaged, incomplete or contaminated packaging is returned, the Seller may refuse to accept such packaging and charge the Buyer with the price of new packaging.

3.4 The Seller shall be entitled to file claims for failure to return the loaned packaging being its property by the date specified in the above section.

4. Settlements

4.1 The basis for settlements between the Parties shall be an invoice.

4.2 Unless otherwise specified in the agreement, all invoices of the Seller shall be paid by the Buyer by wire transfer to the Seller's account, in full amount and without deducting any bank costs.

In case of international settlements, the Buyer shall bear the cost of its bank and intermediary banks. The Seller declares that its bank shall not charge fees for incoming payments. In order to settle the transfer costs properly, the Buyer shall choose the OUR cost option.

The date of payment specified in the agreement shall be reserved for the benefit of the Seller, which shall be deemed fulfilled if payment for the goods sold is credited to the Seller's account prior to such date.

4.3 Any default on payment shall be subject to statutory interest charged for each full day of default or in the amount specified in the agreement and shall serve as grounds for suspension of further deliveries, including deliveries already confirmed.

In case of delay, the Seller may also claim redress of the damage.

4.4 No cheque payment shall be permitted, unless otherwise stated in the agreement.

4.5 The Buyer's claims arising out of the agreement shall be entertained independently and shall not serve as grounds for the Buyer to suspend payment for the goods. The Buyer's claims may not be deducted from the amounts due to the Seller arising out of the sale of goods.

5. Complaints, liability for non-performance or undue performance.

5.1 Subject to the provisions of Sec. 5.8, the Seller shall be held liable for the quality of the goods delivered, which shall with each shipment be confirmed with a Certificate of Analysis issued by the Seller's contracted laboratory.

If quality of the goods is not specified in the agreement, the Seller warrants that the quality shall comply with the technical specification of the goods, attached to the sales agreement.

The Seller shall not be responsible for the manner and purpose of use of the goods, other than indicated in the technical specification of the goods as well as in technical support and granted information (transferred in oral, written form or in the form of production assessment), and in the form of proposed developments and recommendations. Any other quality parameters of the goods agreed by the Parties which deviate from the technical specification of the goods shall be binding if incorporated in the agreement.

5.2 The quality of the goods delivered shall be verified based on a sample taken from the Seller's storage tank upon loading.

The Seller shall not be held liable for improper preparation by the Buyer or its haulier, the means of transport provided for loading, including but not limited to its cleanliness and technical condition. The same shall apply to the packaging owned by the Buyer.

5.3 Samples of the goods provided to the Buyer in the course of negotiations prior to execution of the agreement, represent typical application and use parameters of a given type of goods and therefore may not serve as indicator of proper quality for a given delivery.

5.4 The Buyer shall determine the quantity of goods purchased by weighing the goods in the packaging in which the goods were delivered by the Seller, using a scale with a verification certificate. In case of in-bulk delivery, the Buyer shall determine the quantity of goods purchased by weighing the goods in the means of transport (e.g. tank car or cistern truck) before unloading, using a scale with a verification certificate. Quantity complaints resulting from measurement of weight conducted after reloading/transfer of the goods to another packaging and complaints resulting from weight measurement using a scale without a verification certificate shall not be considered by the Seller.

5.5 Quantity, quality, logistic and other complaints shall be forthwith submitted by the Buyer to the Seller in writing or by electronic mail, not later, however, than within 7 days of goods receipt – or else a complaint shall not be considered and the Buyer shall lose its rights to any claims therefor, unless a defect is revealed later. Latent defects in the goods sold shall be reported by the Buyer to the Seller immediately upon discovery, not later, however, than within 7 days of discovery - or else a complaint shall not be considered and the Buyer shall lose its rights to any claims therefor, provided, however, that the Buyer's right to report a latent defect in the goods expires after one year of goods receipt.

The Seller shall not be held liable for defects in the goods resulting from the expiry date specified in the technical specification of the goods.

5.6 For the commencement of the complaint procedure, it is essential to exactly describe the defect by the Buyer and to provide the Seller with the following documents:

- a) in the event of quality complaint: i) the good quality test results of the Buyer, and in case when such test has not been conducted – delivery of retained sample to the Seller.
- b) in the event of quantity and logistic complaint: the defect report shall be written by the Buyer and a Driver of the vehicle. The defect report shall include the description of a problem which occurred, condition of seals/packaging and signature of the Buyer and the Driver of a vehicle. In a situation when

the driver refuses to sign the damage report, that fact must be specified in such report by the Buyer.

If the problem is related to the quantity of goods, the following shall be required: (ii) weight certificate (iii) weight legalisation certificate (iv) record and/or pictures from the monitoring of moving up on the scale by the vehicle or declaration of the Buyer on lack of monitoring of weighing process.

The Seller may require the Buyer to provide other documents except from those mentioned above, which may constitute evidence in the complaint proceedings.

5.7 The Seller shall entertain a submitted complaint within 21 days of receipt of complete documents referred to in Sec. 5.5 and 5.6. The above shall not apply when the Seller's decision concerning submitted complaint requires additional information and/or the Buyer's opinion and/or opinion/expert report from independent entities, in which case the Seller shall notify the Buyer thereof, specifying an expected date of complaint resolution.

5.8 If the complaint is ascertained, the Parties shall agree in writing or in an electronic form as to the method of satisfying the Buyer's claims, considering the following options: in case of quality complaints – adequate reduction in the sale price of the goods delivered or return of the defective goods and delivery of the same quantity of faultless goods; in case of quantity complaints – reduction in the sale price proportionally to the actual quantity of the goods delivered, or a supplementary delivery.

The Buyer's claims may not exceed the value of the complained lot of goods, in particular the Buyer may not file any further claims therefor, i.e. claim redress of damage incurred by the Buyer due to the lack of goods properties declared by the Seller.

In all cases, the liability of the Seller for the undue performance or non-performance of the agreement is limited to the actual losses incurred by the Buyer and shall not exceed the value of delivered goods from the given delivery. The Seller shall not bear the liability for lost profits, indirect losses, loss of profit of the Buyer, nor for the losses incurred by third parties.

5.9 In case of undue performance or non-performance of the agreement by the Buyer, in particular in case of delay in collecting the goods, the Seller may claim from the Buyer a contractual penalty of 10% gross value of the goods subject to complaint. The penalty shall be payable upon the first written request of the Seller.

Compensation exceeding the contractual penalty shall be permitted hereunder, covering the actual losses incurred by the Seller and anticipated but lost profits.

Neither Party shall be deemed in breach of its obligations due to Force Majeure defined herein as any external, extraordinary events, which could not be foreseen and avoided by

a Party, ensuring due diligence, including but not limited to: natural disasters (fire, flood, other acts of God) wars, turmoil, strikes, raw materials shortages by the Seller, a breakdown of a production plant through no fault of either of the Parties, and acts of a public authority.

A Party affected by Force Majeure shall immediately notify the other thereof, specifying occurrence and expected duration thereof.

5.10 In the event of the circumstances referred to in Section 5.9 resulting in a significant increase in the own costs of manufacturing, the goods price specified in the agreement may be renegotiated.

6. Support Activities

6.1 The technical support activities relating to the sale of the Seller's goods shall be performed by the Seller voluntarily and solely for the purpose of demonstration of the properties and possible applications of the Seller's products. The above activities may be stopped at any time, regardless of the deliveries of the Seller's goods, subject to no claims on the Buyer's part.

6.2 Any suggestions, recommendations, solutions and instructions provided in any form by the Seller's technical consultants or other employees, and the results of other consultations and analyses conducted as part of the technical support, shall be deemed the results of tests conducted in laboratory conditions and only general guidelines for the efficient use and processing of the Seller's goods. The Buyer is recommended to independently verify the suggestions, recommendations, solutions and instructions provided, and the results of other consultations and analyses conducted as part of the technical support, prior to their application in the real manufacturing conditions.

6.3 Unless otherwise stipulated in the agreement concluded with the Buyer, the Seller shall not be held liable for achievement by the Buyer of the results of the use of the Seller's goods and/or the application of the suggestions, recommendations, solutions and instructions provided by the Seller, and the results of other consultations and analyses conducted as part of the technical support, assumed by the Buyer, and for the outcomes of any Buyer's use of such suggestions, recommendations, solutions and instructions, and the results of other consultations and analyses conducted as part of the technical support.

6.4 The Seller's liability shall be limited to the liability for the quality of the delivered goods in line with Art. V hereof.

7. Applicable Law and Disputes Resolution

7.1 Provided the Buyer has a registered office in the territory of the Republic of Poland, to all matters not settled in the agreement and in these General Terms and Conditions of Sale, the provisions of the Polish law shall apply, and any dis-

putes arising out of the performance of the agreement, which may not be resolved amicably between the Parties, shall be resolved by the court of law competent for the registered office of the Seller.

7.2 Where the Buyer has a registered office outside the territory of the Republic of Poland, to all matters not settled in the agreement and in these General Terms and Conditions of Sale, the Polish law shall apply, and any disputes arising out of the performance of the agreement, which may not be resolved amicably between the Parties, shall be resolved by the Arbitration Court at the Polish Chamber of Commerce in Warsaw according to the rules and regulations of the above court. Each Party shall voluntarily and immediately perform the judgement issued by the Arbitration Court at the Polish Chamber of Commerce in Warsaw.

8. Stock exchange, business secret and intellectual property rights

8.1 The Buyer shall be informed that the companies: PCC PU Sp. z o.o. and PCC Prodex Sp. z o.o. belong to the PCC Rokita Capital Group. The Buyer shall be informed that PCC Rokita S.A. and PCC Exol S.A. as the issuers of securities listed on the Warsaw Stock Exchange, are subject to number of regulations of European Union concerning protection of confidential data on the capital market, in particular subject to the provisions of Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on the market abuse, of the Trading in Financial Instruments Act dated 29 July 2005 and provisions of the Act dated 29 July 2005 on Public Offer and Conditions of Introducing Financial Instruments to the Organized Public Trading and Public Companies. According to the above, the information resulting from implementation of this agreement may constitute a confidential information pursuant to the art. 7 of the regulation on the market abuse.

Disclosure and use of confidential information in a manner inconsistent with this agreement shall be prohibited. The prohibition of disclosing the confidential information shall not apply in a situation when they must be disclosed in relation to the performance of obligations resulting from regulations of generally applicable law, in particular it shall not apply towards PCC Rokita S.A. and PCC Exol S.A. in relation to the obligation of these companies to immediately publish the confidential information relating directly to it and there is no obligation to consult the content and the fact of publication itself with the Buyer.

Prior to the publication of the confidential information described above, the Buyer shall immediately inform in writing on the content of transferred information and planned date of its publication, respectively:

a) PCC Rokita S.A. (e-mail: ir.rokita@pcc.eu) in the event of purchase from the companies:

PCC Rokita S.A., PCC PU Sp. z o.o. and PCC Prodex Sp. z o.o. or b) PCC Exol S.A. (e-mail: ir.exol@pcc.eu) in the event of purchase from PCC Exol S.A.

In the response to PCC Rokita S.A. or PCC Exol S.A., the Buyer shall be obliged to transfer respectively to the e-mail address: ir.rokita@pcc.eu or ir.exol@pcc.eu the data necessary to create a list of persons who have access to the particular confidential information (in particular: name, surname, including surname at birth, ID number, address of permanent residence, date of the receipt of the confidential information, PESEL no, phone number) according to the art. 18 of the Regulation on the market abuse.

8.2 Any information and documents concerning the agreement and its execution constitute a business secret of the Seller and cannot be disclosed to the third parties without its written consent and otherwise used by the Buyer. It applies also to the information of which the Buyer learnt accidentally and in relation to the conclusion and execution of the agreement.

8.3 Through the conclusion of execution of the agreement, the Seller shall not grant any license to the Buyer.

9. Principles of sustainable development

9.1 One of the main establishments of the strategic companies of the PCC Group is to strive for a balance between economic profitability of the business and broadly understood social interest and responsible management of the organization. The PCC Group conducts its activities responsibly and it applies national and international standards in evaluating the ethical behaviour of employees and other groups of shareholders, and it respects human and workers' rights and cares for the environment.

9.2 Issues of sustainable production and consumption, as well as the social responsibility are important at all levels of activity of the PCC Group. Through the implementation of management systems, the applicable Codes of Ethics and the activation of the Sustainable Development Strategy throughout the whole value-chain, we strive to promote among the shareholders the principles of our Corporate Social Responsibility (CSR) policy.

9.3 Ethical priorities within the PCC Group are mainly related to areas such as anti-discrimination, respect for human rights and environmental protection. These values are taken into account in the decision-making processes undertaken at each level of the organization. The PCC Group complies with all applicable laws, regulations and standards, including international principles of Corporate Social Responsibility (CSR). The Seller undertakes activities related to the shaping of proper economic and social relations and expects the same from its Clients in Poland and worldwide.

9.4 The key issues regarding our ethical culture are contained in the current Ethics Book, the provisions of which are addressed both to the employees and external shareholders of the PCC Group. We therefore expect all Buyers to respect the principles outlined in the aforementioned document. Respecting the values and principles listed in the book is extremely important in our cooperation which should be based on mutual respect, transparency and other ethical values.

9.5 The Buyer therefore declares that in its cooperation with the Seller, it is responsible for the consequences of its conduct and applies uniform standards in the assessment of ethical conduct of employees and third parties, respect for human and workers' rights and environmental protection.

10. Final Provisions

10.1 Unless otherwise stipulated in the agreement, either Party may terminate it upon a month's notice, effective as of the end of the calendar month.

10.2 The Buyer may only transfer its rights and obligations under the agreement upon the Seller's written consent.

10.3 The agreement shall be binding on the respective successors and assigns of the Parties.

10.4 The agreement shall supersede any previous negotiations and communications between the Parties upon execution thereof.

10.5 All the attachments to the agreement shall form an integral part thereof.

10.6 Any amendments and supplements to the agreement shall be null and void unless made in the form of a written annex upon mutual consent of the Parties.

10.7 Unless otherwise stipulated in the agreement by the Parties, the agreement shall be drawn up and construed in the Polish language, and the copies of the agreement drawn up in other language shall be deemed translations only.