

## General Terms of Delivery for the sale of PVC and chloralkali products

1. In every case where BorsodChem Zrt. has relations with the customer as a supplier and where a separate written contract is not concluded, delivery is performed exclusively under the following conditions.
  2. No sort of price list, catalogues, specification description etc. issued by BorsodChem Zrt. can be considered as an offer. Moreover, BorsodChem always offers without any obligation. The delivery contract comes about with the confirmation of order, the appendix thereof is this document called General Terms of Delivery. Kazincbarcika shall be considered as the place of contracting.
  3. Unless otherwise agreed, the place of delivery is Kazincbarcika, i.e. BC Zrt. site. The prices are to be understood at the place of delivery. The invoice shall be based on weighing results of BorsodChem Zrt. and the weighing note issued.
  4. The customer definitely accepts that in case of bulk delivery BorsodChem has the right to deliver max. 15% less of the volume provided that BorsodChem has issued a written notice towards the customer in advance.
  5. Unless otherwise agreed with respect to payment the customer shall pay the purchase price within 30 days from the date of invoice by bank transfer. The date of payment is the day when the money is received by the bank designated by BorsodChem Zrt. All banking costs and commissions incurred out of Hungary are charged on the Customer.  
The customer may offset those claims against the purchase price that are acknowledged in writing by BorsodChem Zrt., are uncontested or finally judged.  
The property right of goods devolves to the customer exclusively with the full settlement of the goods price. In case of late payment the customer is obligated to pay default interest, the rate thereof projected to the overdue invoice value is 3 months of EURIBOR + 700 basis points per commenced days in delay. LIBOR indicates the 3 months of Reuters fixing reference interest rate for the invoiced currency being valid on the first banking day of the quarter in delay. In case of payment default over 5 days, BorsodChem Zrt. is entitled to suspend the delivery immediately at its own discretion, request the re-transportation of goods or sell it to a 3rd party in a way that all the costs arising thereof and the loss occurred at BorsodChem Zrt. are charged on the customer.
  6. In case of road transportation the customer shall indicate the arrival of his/her transportation facility in advance possibly on the week prior to delivery, but at least 48 hours before arrival in order to avoid congestions and waiting time.
  7. The customer is bound to provide delivery instructions toward BorsodChem Zrt. in the proper time. Unless otherwise agreed the delivery is performed at the recipient's cost and risk. Unless otherwise agreed in writing, BorsodChem Zrt. reserves the right to select the method and route of transport, afterwards BorsodChem Zrt. refuses to accept any claims on behalf of the customer. Should customer request, BorsodChem Zrt. ensures the goods against damages in transit at the customer's cost. However, the customer becomes liable for potential risks even if BorsodChem Zrt. has paid the insurance premium.  
BorsodChem Zrt. seeks to closely observe the delivery date in accordance with the agreement. Should it fail to realise due to any reason, an extended time-limit may be specified by mutual consent.  
The customer is responsible for the safety compliance, cleanness of transportation facility sent by him/her and any potential damages arising from it, since BorsodChem Zrt. takes no responsibility for it. It is compulsory to obey the regulations – such as ADR, RID and other – arising from the nature of goods. The customer confirms with a written statement that the transportation facilities sent by him/her comply with the relevant regulations.  
BorsodChem Zrt. charges usage fee after proprietary as well as railway tank cars and silo wagons rented thereby. The customer is charged with the delivery fee of these facilities and the track occupation fee in line with the current tariffs of the forwarding railway. BorsodChem Zrt. provides 24 hours for the customer to discharge these facilities, during which period BC charges a basic fee. Should the railway car stay at the customer over the period mentioned above, BorsodChem Zrt. charges an increased usage fee after each 24 hour commenced.  
The customer shall indicate the arrival date of BorsodChem Zrt.'s railway tank car or silo wagon at the customer's site by fax or E-mail towards BorsodChem Zrt. in order to establish the duration of stay at the customer's site. In default thereof BorsodChem Zrt. considers the optimal lead time determined by the forwarding railway irrespective of the actual lead time and handles the rest of the time as residence time at the customer's site.  
The customer is charged with the cost of returning the empty transportation facilities.  
The customer is charged with the additional costs incurred by the customer's special delivery requirement.  
Any condition of the customer can be applied to an extent insofar as it is in alignment with this General Terms of Delivery or any other written agreement of ours.
  8. BorsodChem Zrt. undertakes that the delivered goods comply with the parameters given in its product specification.  
The volume acceptance of goods is performed at BorsodChem Zrt. site. BorsodChem Zrt. hands over the goods to the customer with a quality certificate.
- Quality complaints related to chloralkali products can be submitted right after takeover in writing. Quality complaints for PVC products can be submitted within 3 days after detection of failure in writing, but within 30 days reckoned from the reception of goods the latest, in case the product was stored guaranteed and demonstrably according to the conditions of the technical datasheet. In case of free delivered the quantity complaints can be submitted in writing after receiving the goods immediately. The complaint shall be indicated also in the CMR or delivery note.  
BorsodChem Zrt. accepts a complaint only within the given deadline in writing. BorsodChem Zrt. and the customer agree on the method of investigating and settling the complaint on a case by case basis.  
The customer shall store the complained item isolated until the complaint has been settled and shall be cooperative during the complaint investigation process. BorsodChem considers the complaint void if the customer ceases to satisfy these requirements  
Notification of the complaint has no delaying force on the payment deadline.  
The liability of BorsodChem Zrt. extends exclusively to the value of goods and excludes liability for consequential damages.
9. The customer declares that the MSDS related to the Product has been given to them in form of paper or electronic way, it studied its content and during the usage or resale of the Product the customer will act according to the information on the MSDS and the rules of REACH.  
The parties agree that if MSDS is updated the Supplier sends the newly dated version of MSDS in electronic form (e-mail or data medium) for the customer.  
The customer definitely acknowledges that it is responsible for the compensation consequent from the infringement of the rules and cooperation duties of the REACH.
  10. In case of a force majeure, if the delay of delivery, its partial or total failure is due to such an unavoidable event – either within or outside Hungary –, over which BorsodChem Zrt. has no control, BorsodChem Zrt. takes no responsibility for the damages arising therefrom such as especially, but not limited to: strike, political events, flood, fire, earthquake, etc.
  11. BorsodChem Zrt. and its customer attempt to settle any controversial issues arising from the contract with the present conditions via personal discussions. Should it fail to be possible, the Parties acknowledge the competence of the Court of Arbitration operating next to the Hungarian Chamber of Commerce and Industry to settle the controversial issues through court proceedings by accepting the decisions of the Court of Arbitration considering them as obligatory for themselves and they exclude the competence of any other court. The Court of Arbitration proceeds as per its own rules of procedure and makes its decisions and judgement on the basis of the relevant Hungarian Substantive Laws. The decision of the Court of Arbitration is final and binding for the parties. The Court of Arbitration holds its meetings in Budapest. The official language of the arbitration proceedings is English.
  12. Any data, price and other information, documentation, etc. that comes to the customer's knowledge in relation with the ad hoc transaction, shall be handled confidentially and can not be handed over to a third party either actively or by failure without the written permission of BorsodChem Zrt. Should it occur anyway, the customer shall pay a lump sum compensation for damage of EUR 25.000. Payment of the lump sum compensation for damage shall not exempt the customer from paying the actually emerged damage.
  13. BorsodChem Zrt., as one of the leading chemical companies in Central Eastern Europe is committed to obey constantly the ethical norms and regulations generally accepted in business life during its operation. As part of its endeavour the company expects, what is more it demands from its partners in relationship therewith to operate accordingly.  
The customer definitely accepts that BorsodChem requires its business partners to comply with Code of Ethics and provide BorsodChem with all information and documentation deemed necessary by BorsodChem in order to comply with Code of Ethics.  
BorsodChem business partners are to report to BorsodChem's „Director Compliance & Internal Audit“ any suspected or actual violations of BorsodChem's Anti-fraud Policy and Code of Ethics of BorsodChem Group that involve items or employees of BorsodChem or its subsidiaries to the extent such reporting is legally permitted in a business partner's country. The contractor has to disclose any internal and/or subcontractor misconduct of Code of Ethics and Anti-fraud Policy too. BorsodChem's Anti-fraud Policy is available at [www.borsodchem-group.com](http://www.borsodchem-group.com). Such reports are to be provided via any of the contact options for BorsodChem Group Ethics Line available in BorsodChem's Code of Ethics.
  14. The Parties are allowed to deviate from this General Terms of Delivery by means of identical and written manifestation of will.  
In consideration of this General Terms of Delivery the Parties exclude the application of agreement signed in Vienna on April 11, 1980 concerning the international sale of goods.  
In issues not settled in the General Terms of Delivery, the Hungarian Substantive and Procedural Laws shall prevail.