

Terms and Conditions of Sale

BHM Chemicals Sp. z o.o.

Version: 1.0

Effective date: 21.09.2021

1. General provisions

1.1. These Terms and Conditions of Sale (“Terms”) apply to all offers, quotations, sales, deliveries and related services provided by BHM Chemicals Sp. z o.o., ul. Wrocławska 20, 67-100 Nowa Sól, Poland, VAT/NIP: 9252134615, KRS: 0000922248, REGON: 389960282 (“BHM Chemicals”, “we”, “us”, “our”).

1.2. These Terms apply to business-to-business transactions only. Our products are supplied for professional, industrial, manufacturing, laboratory, pharmaceutical, veterinary, cosmetic, food/feed or other professional use, depending on the product grade and agreed specification.

1.3. Any customer terms, purchase conditions or other contractual documents that differ from or contradict these Terms shall not apply unless expressly accepted by BHM Chemicals in writing.

1.4. Any deviation from these Terms must be agreed in writing. In case of conflict, the following order of priority shall apply:

- a) individually agreed written contract or order confirmation;
- b) BHM Chemicals quotation or proforma invoice;
- c) these Terms.

2. Offers, quotations and order acceptance

2.1. All quotations, prices, lead times, availability statements and product information are non-binding unless expressly stated otherwise in writing.

2.2. A contract is formed only when BHM Chemicals confirms the order in writing, issues an order confirmation, issues a proforma invoice accepted by the customer, or dispatches the goods.

2.3. The customer’s purchase order must clearly state the product name, quantity, required quality/grade, packaging, delivery address, invoice address, agreed Incoterm or delivery terms, payment terms, requested documents and any special regulatory or documentation requirements.

2.4. BHM Chemicals may reject, suspend or request clarification of any order if the order details are incomplete, inconsistent with the quotation, commercially unacceptable, regulatory-sensitive, or if the customer has not provided required business, tax, import, compliance or payment information.

2.5. Any delivery date or lead time is an estimate unless expressly confirmed as binding in writing. Lead times may depend on supplier availability, import/export requirements, customs clearance, transport capacity, hazardous goods arrangements, documentation availability and payment status.

3. Products, specifications and intended use

3.1. Products are supplied according to the product name, grade, quality standard, batch, specification and documentation agreed before order acceptance.

3.2. Product information, catalogues, website descriptions, safety data, technical information and certificates are provided for professional reference only. They do not constitute a guarantee of suitability for the customer's intended application unless expressly confirmed by BHM Chemicals in writing.

3.3. The customer is responsible for verifying whether the product is suitable and legally permitted for its intended use, formulation, process, market, country of import, country of sale and regulatory classification.

3.4. The customer is responsible for performing its own quality, regulatory, safety and suitability assessment before using, processing, reselling or placing the product on the market.

3.5. Unless expressly agreed otherwise, BHM Chemicals acts as a distributor or supplier of raw materials and does not manufacture, formulate, open, sample, repack, divide or decant products as part of normal operations.

4. Documentation

4.1. Standard documents supplied with each material are:

- a) Certificate of Analysis (COA);
- b) Safety Data Sheet / Material Safety Data Sheet (SDS/MSDS), where applicable to the product.

4.2. Depending on the product, delivery route and destination, additional dispatch documents may include invoice, packing list, export declaration, dangerous goods note, transport document, certificate of origin or other documents required for shipment.

4.3. Additional quality, regulatory or technical documents may include, for example: GMP certificate, ISO certificate, CEP, DMF-related information, manufacturer declaration, TSE/BSE statement, GMO statement, allergen statement, residual solvent statement, nitrosamine statement, halal/kosher certificate, country of origin certificate, product questionnaire or other product-specific declarations.

4.4. Availability of any additional documents must be requested and confirmed in writing before purchase. Some documents depend on the manufacturer, supplier, batch, country of origin, product grade or regulatory status and may not be available.

4.5. If additional documents were not requested and confirmed before purchase, their absence after delivery shall not constitute a defect, non-conformity, reason for rejection, reason for non-payment or basis for return.

4.6. After dispatch or delivery, additional documents may no longer be available. In such cases, the goods are not returnable solely because additional documentation requested after purchase cannot be provided.

4.7. BHM Chemicals may provide supplier/manufacture documents, BHM-issued documents based on supplier/manufacture data, or both. Unless expressly agreed otherwise, analytical data originate from the manufacturer or supplier.

5. Prices, taxes and charges

5.1. Prices are stated in the currency shown in the quotation, proforma invoice or order confirmation.

5.2. Unless agreed otherwise in writing, prices exclude VAT, customs duties, import taxes, bank charges, insurance, packaging, transport, storage, special documentation costs, inspection charges and any destination-country costs.

5.3. Any taxes, duties, customs charges, clearance costs, import permits, local regulatory charges or other destination-related costs are the customer's responsibility unless expressly agreed otherwise in writing.

5.4. BHM Chemicals may adjust prices before order acceptance if supplier costs, freight costs, currency exchange rates, duties, taxes, raw material costs or other external costs change.

6. Payment terms

6.1. Unless agreed otherwise in writing, payment is due in advance before dispatch.

6.2. Payment terms other than advance payment require prior written approval by BHM Chemicals.

6.3. BHM Chemicals may suspend order processing, dispatch, release of documents or further deliveries if payment is delayed, incomplete, disputed without valid reason, or if the customer's creditworthiness becomes uncertain.

6.4. Payment is deemed received only when cleared funds are available in BHM Chemicals' bank account without restriction.

6.5. The customer may not withhold, reduce or set off payment unless the counterclaim has been accepted by BHM Chemicals in writing or confirmed by a final court decision.

7. Delivery, transport and risk

7.1. Delivery terms shall be agreed individually for each order, including the applicable Incoterm where relevant.

7.2. Unless agreed otherwise in writing, transport is arranged at the customer's cost and risk.

7.3. Risk of loss, damage, delay or deterioration passes to the customer in accordance with the agreed Incoterm or delivery terms. If no Incoterm is agreed, risk passes to the customer when the goods are handed over to the carrier, forwarder, courier, warehouse operator or other transport party.

7.4. BHM Chemicals will use reasonable care when preparing goods for dispatch, including suitable packaging, labelling and shipping documents according to the product, transport mode and available information.

7.5. The customer must ensure that the delivery address, unloading location, contact details, import arrangements, permits, customs broker details and receiving capacity are correct and available before dispatch.

7.6. If the goods are dispatched and the customer is unable or unwilling to receive them, or if delivery fails due to the customer's fault, omission, incorrect address, lack of permits, customs issue, lack of unloading capacity or absence at delivery, the customer shall bear all additional costs, including re-delivery, return transport, storage, demurrage, waiting time, handling, customs, disposal or administrative charges.

7.7. BHM Chemicals is not liable for delays caused by carriers, customs authorities, border controls, import authorities, port or airport congestion, strikes, weather, accidents, force majeure events, customer-side documentation gaps or other events outside BHM Chemicals' reasonable control.

7.8. If a shipment is returned to BHM Chemicals for reasons outside BHM Chemicals' control, including but not limited to war, armed conflict, sanctions, border closure, customs refusal, import restriction, authority action, transport disruption, failed delivery, incorrect customer information, lack of import permits or the customer's inability to receive the goods, any re-delivery, re-export, return handling, storage, customs, transport, insurance, disposal or administrative costs shall be borne by the customer. Re-delivery shall only be arranged after the customer has paid or confirmed acceptance of all additional costs. BHM Chemicals shall not be liable for delays, loss of delivery opportunity, deterioration or additional charges arising from such circumstances, unless caused by BHM Chemicals' proven fault.

8. Hazardous goods, storage and handling

8.1. Some products may be classified as hazardous for storage, handling, transport, environment or occupational safety purposes.

8.2. The customer is responsible for ensuring that it has the necessary permits, trained personnel, storage facilities, safety procedures and legal authorisations to receive, store, handle, process, use, transport, resell or dispose of the products.

8.3. The customer must follow the SDS/MSDS, product label, applicable transport regulations and all applicable laws relating to storage, handling, use, exposure control, waste and environmental protection.

8.4. Products requiring specific temperature, humidity, segregation, light protection, ventilation, security or other storage conditions must be stored by the customer strictly according to the supplier/manufacturer instructions and the product documentation.

8.5. BHM Chemicals is not responsible for quality changes, contamination, degradation, leakage, loss of shelf life or regulatory non-conformity caused by improper transport, storage, handling, processing, opening, repacking, relabelling or use after risk has passed to the customer.

9. Inspection on delivery and transport damage

9.1. The customer must inspect the goods immediately upon receipt.

9.2. The customer must check, as a minimum:

- a) product identity;
- b) quantity;
- c) batch number;
- d) packaging integrity;
- e) visible damage or leakage;
- f) seal condition, where applicable;
- g) received documents;
- h) consistency with the order and delivery documents.

9.3. Visible transport damage, missing packages, leakage, broken seals or other visible delivery issues must be recorded immediately on the carrier's delivery note, CMR, AWB, POD or equivalent transport document.

9.4. The customer must notify BHM Chemicals of visible transport damage or delivery discrepancy without undue delay, preferably within 24 hours of delivery, by email to info@bhm-chemicals.com.

9.5. The notification should include order number, invoice number, product name, batch number, delivery date, description of the issue, photos of outer packaging, inner packaging, labels, pallet condition, transport document and any notes made with the carrier.

9.6. The customer must not dispose of, use, process, return or further transport damaged goods without written instruction from BHM Chemicals.

9.7. If goods arrive damaged due to transport, BHM Chemicals will support the investigation and, where applicable, negotiate or raise a claim with the transport company. The final resolution may depend on the carrier's investigation, insurance terms, evidence provided and applicable transport rules.

10. Complaints and claims

10.1. All complaints must be submitted in writing to: info@bhm-chemicals.com.

10.2. A complaint should include:

- a) customer name and contact person;
- b) order number and invoice number;
- c) product name;
- d) batch number;
- e) quantity affected;
- f) delivery date;
- g) clear description of the issue;
- h) supporting evidence, including photos, documents, test results or inspection records where relevant;
- i) requested action or proposed resolution.

10.3. Complaints must be submitted as soon as possible after discovery of the issue. Late complaints may be rejected if delay prevents proper investigation, carrier claim, supplier claim, traceability check or quality assessment.

10.4. BHM Chemicals will review and respond to complaints within 14 calendar days from receipt of a complete complaint file. If the issue requires supplier, manufacturer, laboratory, carrier, authority or insurance investigation, BHM Chemicals may require additional time and will inform the customer accordingly.

10.5. BHM Chemicals may request samples, photos, original packaging, storage records, transport records, temperature records, internal test results or other evidence necessary to investigate the complaint.

10.6. Submission of a complaint does not suspend the customer's obligation to pay for delivered goods unless BHM Chemicals expressly agrees otherwise in writing.

10.7. If a complaint is confirmed as justified, BHM Chemicals may, at its discretion and depending on the nature of the issue, provide replacement goods, missing documentation, corrected documentation, credit note, refund, price reduction, return arrangement or another commercially reasonable remedy.

10.8. BHM Chemicals shall not be responsible for complaints caused by improper storage, handling, processing, transport, opening, repacking, relabelling, contamination, misuse, regulatory misuse, use after expiry/retest date, or use inconsistent with the product documentation or intended professional purpose.

11. Returns

11.1. Goods may not be returned without prior written approval from BHM Chemicals.

11.2. Return approval may be refused where the product is chemical, hazardous, regulated, sensitive to storage conditions, batch-specific, specially sourced, specially ordered, already exported, opened, relabelled, damaged, expired, close to expiry, or where traceability or storage conditions cannot be verified.

11.3. Returned goods may be accepted only if all of the following conditions are met:

- a) BHM Chemicals has approved the return in writing before return shipment;
- b) the goods are in original, unopened containers;
- c) original labels and seals are intact;
- d) the goods are in good condition;
- e) batch identity and traceability are preserved;
- f) storage and handling conditions after delivery can be demonstrated in writing;
- g) remaining shelf life or retest period is acceptable;
- h) return transport is arranged according to product, SDS/MSDS and transport requirements.

11.4. Goods returned without approval may be rejected, returned to the customer, quarantined, stored or disposed of at the customer's cost.

11.5. Goods are not returnable solely because the customer requested additional documents after purchase and such documents are not available.

11.6. Special-order, non-stock, imported-on-request, customer-specific, hazardous or regulated products are non-returnable unless BHM Chemicals expressly agrees otherwise in writing.

12. Product recall, withdrawal and field correction

12.1. If BHM Chemicals becomes aware of a potential quality, safety, regulatory, documentation, labelling, transport-classification or traceability issue affecting supplied goods, BHM Chemicals may initiate a product recall, withdrawal, stock hold, field safety correction or document correction.

12.2. The customer must cooperate with BHM Chemicals in any recall, withdrawal, correction or investigation. This may include identifying stock on hand, stopping use or resale, quarantining the product, notifying downstream customers where applicable, returning goods, confirming destruction, providing usage information or confirming receipt of corrected documents.

12.3. If the customer becomes aware of any issue that may affect product quality, safety, legal compliance, identity, traceability or market status, the customer must notify BHM Chemicals immediately at info@bhm-chemicals.com.

12.4. The customer must not continue to use, process, resell, relabel, distribute or dispose of affected goods after receiving a recall, withdrawal, hold or correction instruction, unless BHM Chemicals confirms otherwise in writing.

13. Customer regulatory obligations

13.1. The customer is responsible for compliance with all laws and regulations applicable to import, transport, storage, use, processing, resale, formulation, packaging, labelling, registration, notification and placing on the market in the destination country.

13.2. The customer is responsible for obtaining all required permits, import licences, end-use approvals, customs approvals, product registrations, REACH/CLP obligations, pharmaceutical/veterinary/cosmetic/food/feed approvals or any other regulatory authorisations required for its activities.

13.3. BHM Chemicals may provide product documentation and reasonable regulatory support, but this does not transfer the customer's legal responsibility for its own use, market, product classification or final application.

13.4. The customer must not use or resell products for illegal, unauthorised, unsafe, prohibited or sanctioned purposes.

14. Retention of title

14.1. Ownership of the goods remains with BHM Chemicals until full payment of all amounts due under the relevant invoice and any related charges.

14.2. Until ownership passes to the customer, the customer must store the goods safely, maintain traceability, protect the goods from damage or contamination and not pledge, charge or otherwise encumber them.

14.3. Risk may pass to the customer before ownership passes, depending on the agreed delivery terms.

15. Limitation of liability

15.1. BHM Chemicals shall be liable only for direct losses caused by its proven fault, subject to mandatory law.

15.2. To the maximum extent permitted by law, BHM Chemicals shall not be liable for indirect losses, loss of profit, loss of production, loss of business, loss of contracts, loss of reputation, regulatory rejection, formulation failure, recall costs caused by the customer's product, or losses caused by the customer's improper use, storage, handling, processing, transport or regulatory assessment.

15.3. BHM Chemicals' liability shall be limited to the net invoice value of the affected goods, unless mandatory law provides otherwise or unless damage results from intentional misconduct or gross negligence.

15.4. Nothing in these Terms excludes liability where such exclusion is not permitted by applicable law.

16. Force majeure and supply interruptions

16.1. BHM Chemicals shall not be liable for failure or delay caused by events beyond its reasonable control, including but not limited to supplier failure, raw material shortage, manufacturing disruption, transport disruption, customs delay, port or airport congestion, strike, war, terrorism, sanctions, epidemic, pandemic, fire, flood, accident, energy shortage, regulatory restriction, authority action, export/import restriction or force majeure affecting BHM Chemicals, suppliers, warehouses, carriers or other logistics partners.

16.2. If such event affects performance, BHM Chemicals may extend delivery time, allocate available stock, offer substitute products, suspend the order, or cancel the order without liability.

17. Compliance and sanctions

17.1. The customer must comply with all applicable anti-bribery, anti-corruption, anti-money laundering, sanctions, export control, customs, tax and trade compliance laws.

17.2. BHM Chemicals may refuse, suspend or cancel any transaction if it reasonably suspects that the transaction may breach applicable laws, sanctions, export controls, ethical standards, safety obligations or internal compliance requirements.

17.3. The customer must provide accurate end-user, destination, intended-use, customs and compliance information when requested.

18. Data protection and business communication

18.1. BHM Chemicals may process customer business contact data for quotation, order processing, delivery, invoicing, customer service, quality, complaint handling, legal, accounting and compliance purposes.

18.2. The customer is responsible for ensuring that any personal data provided to BHM Chemicals is provided lawfully.

19. Confidentiality

19.1. Commercial information, prices, supplier information, technical documents, non-public product information and business correspondence exchanged between BHM Chemicals and the customer shall be treated as confidential unless already public or required to be disclosed by law or competent authority.

19.2. The customer may use product documents only for legitimate internal quality, regulatory, import, storage, use, resale or audit purposes related to the purchased goods.

20. Governing law and jurisdiction

20.1. These Terms and any sale contract between BHM Chemicals and the customer shall be governed by the laws of Poland, unless expressly agreed otherwise in writing.

20.2. Any dispute shall be subject to the jurisdiction of the competent Polish court for the registered office of BHM Chemicals, unless mandatory law provides otherwise.

21. Final provisions

21.1. If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

21.2. BHM Chemicals may update these Terms from time to time. The version applicable to a specific order is the version in force or provided at the time of order acceptance, unless agreed otherwise in writing.

21.3. These Terms are intended to regulate standard B2B sale and delivery of chemical raw materials. Additional written agreements may be required for long-term supply, distribution, exclusivity, customer-specific quality agreements, controlled substances, special regulatory products or high-risk materials.

Contact for orders, documents and complaints:

BHM Chemicals Sp. z o.o.

ul. Wrocławska 20

67-100 Nowa Sól

Poland

Email: info@bhm-chemicals.com

Website: www.bhm-chemicals.com