GRAFT POLYMER d.o.o.
Struge 18, 1353 Borovnica, Slovenia · Company no. 8056200000 · VAT SI30561345 · info@graftpolymer.com · +386 40 867 937

General Terms and Conditions of Sale

Version 2026-11.2. Replaces all previous versions.

1. Scope and definitions

1.1 These General Terms and Conditions of Sale (the "Conditions") apply to all quotations, order confirmations, sales and deliveries of products (the "Goods") and samples by Graft Polymer, produkcija in raziskave polimernih izdelkov d.o.o., Struge 18, 1353 Borovnica, Slovenia, company no. 8056200000, VAT SI30561345 (the "Seller") to any business customer (the "Buyer"). The Seller and the Buyer are each a "Party".

1.2 The Goods are sold only to businesses for use in their commercial or professional activity. These Conditions do not apply to consumers.

1.3 These Conditions apply to the exclusion of any terms of the Buyer, including terms printed on purchase orders, even if the Seller does not object to them or delivers without reservation. Deviations apply only if the Seller has confirmed them in writing for a specific order.

1.4 Order of precedence: (a) a written supply or framework agreement signed by both Parties; (b) the Seller's written order confirmation; (c) these Conditions.

1.5 "In writing" includes e-mail. The current version of these Conditions is published at graftpolymer.com; the version valid on the date of the order confirmation applies.

2. Quotations, orders and samples

2.1 Quotations are non-binding unless they state a period of validity. Unless stated otherwise, quoted prices are valid for 30 days.

2.2 A contract is concluded only when the Seller confirms the Buyer's order in writing or delivers the Goods. Orders confirmed by the Seller may be cancelled or changed by the Buyer only with the Seller's written consent; Goods produced or modified to the Buyer's specification cannot be cancelled.

2.3 The minimum order value is EUR 300 net per order. Each product has a minimum order quantity (MOQ) stated in the Seller's quotation or order confirmation. Orders below the MOQ are accepted at the Seller's discretion and on the payment terms set out in clause 4.3.

2.4 Samples and trial quantities are supplied for evaluation only, free of any warranty as to performance in the Buyer's process. Results of the Buyer's trials do not create a specification unless the Parties agree it in writing.

3. Specification, technical information and intended use

3.1 The Goods shall conform to the specification agreed in writing for the product, or, if none is agreed, to the specification values stated in the Seller's certificate of analysis or technical data sheet that are expressly marked as specification limits (the "Specification"). Values marked as typical, indicative or for information are not part of the Specification.

3.2 Technical data sheets, recommendations, dosage levels, processing advice and application support, whether written or oral, are given in good faith on the basis of the Seller's knowledge and tests under defined conditions. They are not a warranty of results in the Buyer's process. The Buyer is solely responsible for testing the Goods and for deciding whether they are suitable for its intended process, formulation and end use, including any change of raw materials or process on its side.

3.3 The Seller warrants only that the Goods conform to the Specification at the time risk passes. Any other warranty, express or implied, including fitness for a particular purpose, is excluded to the extent permitted by law.

3.4 The Seller manufactures the Goods from raw materials registered under REACH and placed on the EU market in compliance with EU law. Where Goods are intended for food-contact applications, the Seller provides on request a declaration of compliance for the specific product under Regulation (EU) No 10/2011, stating the applicable restrictions and conditions of use. As the manufacturer of the final material or article, the Buyer is responsible for verifying its compliance, including migration testing under the intended conditions of use. Use of the Goods in medical devices or pharmaceutical

products requires the Seller's prior written confirmation for the specific product and application. Regulatory statements issued by the Seller are valid for the product, grade and date stated in them.

4. Prices and payment

4.1 Prices are in euro, exclusive of VAT and other taxes, duties and charges, and, unless agreed otherwise, apply FCA Borovnica (Incoterms® 2020) including standard packaging.

4.2 Where costs of raw materials, energy or transport rise materially between the order confirmation and delivery for reasons outside the Seller's control, the Seller may adjust the price for undelivered quantities by written notice. The Buyer may, within 10 days of the notice, cancel the affected undelivered quantities without liability of either Party.

4.3 Unless the Seller's finance department has approved credit terms for the Buyer in writing, the Goods are supplied against payment in advance. Approved credit terms may not exceed 30 days from the invoice date. Orders below the minimum order quantity are supplied against full payment in advance. Deviations from this clause apply only if approved by the Seller's finance department and agreed in writing with the Buyer.

4.4 On late payment the Buyer shall pay statutory default interest under Slovenian law from the due date without reminder, and a fixed compensation for recovery costs of EUR 40 per invoice, without prejudice to further documented collection costs.

4.5 If the Buyer is late with any payment, or its credit insurance limit is withdrawn or reduced, the Seller may suspend deliveries, require advance payment and declare all outstanding invoices immediately due.

4.6 The Buyer may set off or withhold payments only on the basis of claims that are undisputed or confirmed by a final court decision. A quality claim does not entitle the Buyer to withhold payment for other deliveries.

5. Delivery, risk and quantities

5.1 Delivery terms are interpreted according to Incoterms® 2020. If no term is agreed, delivery is FCA Seller's plant, Struge 18, 1353 Borovnica. Risk passes according to the agreed Incoterm.

5.2 Delivery dates are approximate unless expressly agreed as binding in writing. The Seller will inform the Buyer of expected delays and propose a new date. Partial deliveries are permitted.

5.3 Deviations of up to ±5 % from the ordered quantity are accepted as performance and invoiced according to the quantity actually delivered.

5.4 If the Buyer does not take delivery when the Goods are ready, the Seller may store them at the Buyer's cost and risk and invoice them as delivered after 14 days' written notice.

5.5 The Buyer is responsible for complying with all laws applicable to the import, transport, storage, handling and use of the Goods in its country.

6. Retention of title

6.1 The Goods remain the property of the Seller until all amounts owed by the Buyer for them have been paid in full.

6.2 Until then the Buyer shall store the Goods separately, insure them and mark them as the Seller's property. If the Goods are processed or mixed with other materials, the Seller acquires co-ownership of the resulting product in proportion to the invoice value of its Goods. The Buyer shall inform the Seller without delay of any seizure or claim by third parties.

7. Inspection and quality claims

7.1 The Buyer shall inspect each delivery on arrival for quantity, packaging damage and visible defects and record any transport damage on the delivery document. Visible defects and quantity differences must be notified in writing within 8 days of delivery.

7.2 Before using a delivery in production, the Buyer shall carry out an incoming quality check on a representative sample of each lot, including a check for contamination and foreign matter and, where appropriate, a small-scale processing trial. Defects, including contamination, that such a check would have revealed must be notified in writing within 8 days of delivery. For defects notified in time, the Seller will provide the remedies set out in clause 7.7.

7.3 If the Buyer does not notify the Seller within these 8 days, or uses the Goods in production without the incoming check, the delivery is deemed accepted as conforming with regard to all defects that the check would have revealed. In that case the Seller is not liable for the Goods, nor for any damage to the Buyer's products, materials, equipment or production, or to third parties, resulting from their use, subject to clause 8.3.

7.4 Defects that could not be found by the inspection and incoming check under clauses 7.1 and 7.2 must be notified in writing within 8 days of their discovery, and in any case before the end of the shelf life stated in the technical data sheet and no later than 6 months after delivery.

7.5 A claim must state the product, lot number, quantity, the deviation from the Specification and the test method used, and include photographs and test results where available. The Buyer shall stop using the affected lot, keep it unchanged and allow the Seller to inspect it and take samples. The Seller's retained samples of the lot and the test methods stated in the Specification are the reference for deciding whether the Goods conform. If the Parties disagree, the lot is tested by an independent accredited laboratory agreed by both Parties; the Party whose position is not confirmed pays the cost of testing.

7.6 Goods that have been processed, mixed or used after a defect was found or should have been found are deemed accepted. No claim may be based on improper storage, handling or processing, on use beyond the shelf life, or on the Buyer's choice of formulation, dosage, process conditions or other raw materials.

7.7 For a justified claim the Seller will, at its choice, replace or reprocess the non-conforming Goods, credit or refund their invoiced price, or grant an appropriate price reduction. Goods may be returned only with the Seller's prior written consent. These remedies are the Buyer's sole remedies for non-conforming Goods, subject to clause 8.

8. Limitation of liability

8.1 The Seller is not liable for loss of profit, loss of production, downtime, loss of contracts or reputation, recall costs, costs of the Buyer's other materials or products, or any other indirect or consequential loss.

8.2 The Seller's total liability arising from or in connection with a delivery, whether in contract, tort or otherwise, is limited to the net invoiced value of the Goods concerned by the claim.

8.3 The limitations in this clause do not apply to damage caused intentionally or by gross negligence, to personal injury, or to liability that cannot be limited under mandatory law, including product liability legislation.

8.4 Claims for non-conforming Goods become time-barred one year after the Buyer's notice of the defect, unless mandatory law provides otherwise.

8.5 The Buyer shall indemnify the Seller against third-party claims arising from the Buyer's products, its processing, its use of the Goods contrary to clause 3.4 or the safety data sheet, or its breach of these Conditions, except to the extent the claim is caused by the Goods not conforming to the Specification.

9. Safety, regulatory compliance and sanctions

9.1 The Buyer shall handle, store, use and dispose of the Goods in accordance with the safety data sheet and applicable law, and shall pass relevant safety information to its employees, contractors and customers.

9.2 The Seller fulfils its obligations as manufacturer or importer under Regulation (EC) No 1907/2006 (REACH) and Regulation (EC) No 1272/2008 (CLP). The Buyer, as a downstream user, is responsible for its own obligations, including informing the Seller of uses that are not covered by the safety data sheet.

9.3 The Buyer shall comply with applicable export control, sanctions, anti-corruption and competition laws. The Buyer shall not sell, export or re-export the Goods, directly or indirectly, to the Russian Federation or Belarus or for use there, or to any person or destination where this would breach EU sanctions. A breach of this clause is a material breach that entitles the Seller to terminate any contract immediately and to claim damages.

10. Force majeure

10.1 Neither Party is liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, epidemics, war, sanctions or other acts of government, strikes, fire, breakdown of production equipment, shortage or allocation of raw materials, energy or transport, or failure of the Seller's suppliers for these reasons. Payment obligations are not suspended by force majeure.

10.2 The affected Party shall inform the other Party without delay. If the event lasts longer than 60 days, either Party may terminate the affected part of the contract in writing without liability.

11. Confidentiality and intellectual property

11.1 Each Party shall keep confidential technical and commercial information received from the other Party and use it only for the purpose of the business between them.

11.2 The supply of Goods, samples or technical information grants no licence to the Seller's know-how, formulations, processes, patents or trademarks. The Buyer shall not use the Seller's trademarks without its prior written consent.

11.3 The Seller does not warrant that the use of the Goods in the Buyer's products or processes does not infringe third-party rights, unless agreed in writing.

12. Termination

12.1 Either Party may terminate a contract with immediate effect by written notice if the other Party materially breaches it and does not remedy the breach within 14 days of written notice, or if the other Party becomes insolvent, enters insolvency or similar proceedings, or ceases business.

13. Personal data

13.1 Each Party processes the personal data of the other Party's contact persons in accordance with Regulation (EU) 2016/679 (GDPR), only for the purpose of performing the contract and managing the business relationship. Information on the Seller's processing is given in its privacy notice at graftpolymer.com. Requests may be sent to info@graftpolymer.com.

14. Applicable law and jurisdiction

14.1 These Conditions and all contracts between the Parties are governed by the law of the Republic of Slovenia. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

14.2 The courts in Ljubljana, Slovenia, have exclusive jurisdiction. The Seller may also bring proceedings at the Buyer's registered seat.

14.3 If any provision is invalid, the remaining provisions remain valid; the invalid provision shall be replaced by a valid one that comes closest to its purpose. No failure or delay by the Seller in exercising a right is a waiver of it. The English text of these Conditions prevails over any translation.