

GELITA UK SALES LIMITED
GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
(01/2026)

1. General, Scope and Basis of Contract

- 1.1 These General Terms and Conditions of Sale and Delivery (hereinafter referred to as “Conditions”) apply to all contracts between GELITA UK Sales Limited, registered in England and Wales with company number 02512025 whose registered office is at Fourth Floor, Unit 5b The Parklands, Bolton, England, BL6 4SD (hereinafter referred to as “GELITA”) and its customers (the “Customer”) relating to the sale of goods by GELITA (hereinafter referred to as the “Contract”).
 - 1.2 These Conditions shall apply to all orders for goods placed on or after January 1st 2026. These Conditions shall apply in the version valid at the time of the Customer’s order or, in any case, in the version last provided to the Customer in text form as a framework agreement for all future transactions between GELITA and the Customer, without the need for express reference to them again in each individual case.
 - 1.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
 - 1.4 Further to clause 1.3, if and to the extent that the Customer operates or uses an Internet-based purchasing/supplier portal in connection with orders placed with GELITA, GELITA shall engage with such portal solely for the purpose of placing and processing orders. If it is necessary for technical processing reasons to accept the Customer’s differing terms and conditions (in particular by clicking checkboxes) and if such conditions contradict the provisions of these Conditions, these deviations shall only be deemed agreed if expressly agreed in writing by GELITA.
 - 1.5 Any notices and formal communications relating to the Contract shall be made in writing. Any requests by the Customer relating to the supply of goods introduced by the Customer to GELITA after conclusion of the Contract (including, without limitation, setting of deadlines, reminders) shall be made in writing and shall be subject to acceptance by GELITA.
- 2. Offer, Conclusion of Contract and Intellectual Property Rights**
- 2.1 GELITA’s quotations are subject to change and are non-binding unless they are expressly agreed as binding. Quotations shall not constitute an offer.
 - 2.2 The Customer’s order for the purchase of goods shall be deemed a binding offer of contract and shall be subject to acceptance by GELITA. Acceptance may be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the Customer.
 - 2.3 The Customer is responsible for ensuring that the terms of the order for goods are complete and accurate.
 - 2.4 The information provided by GELITA regarding the goods (including, without limitation, weights, dimensions, utility values and tolerances) and representations of the same (including, without limitation, any drawings) are issued or published for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract nor have any contractual force, unless expressly agreed in writing between the parties.
 - 2.5 Any information provided by GELITA in its quotation regarding quality and composition of the goods are industry-standard approximate values. Customary deviations and deviations that occur due to legal regulations or that represent technical improvements, as well as the replacement of components with equivalent components and changes in chemical composition, are permissible, unless otherwise agreed in writing between the parties. Recommendations, information and disclosures provided by GELITA to the Customer are non-binding unless they relate to the specific batch of goods (see also clause 8.2).
 - 2.6 GELITA shall retain ownership and all intellectual property rights in the goods supplied under the Contract and all quotations and cost estimates provided by GELITA, as well as any other documents (including, without limitation, drawings, illustrations, calculations, brochures and catalogue), objects and aids (hereinafter collectively

referred to as “GELITA Documents”) provided to the Customer. The Customer shall not make the GELITA Documents available to third parties, disclose them, use them itself or through third parties, or reproduce them, either in whole or in part, without the express consent of GELITA. At GELITA’s request, the Customer shall return the GELITA Documents to GELITA and destroy any copies made if they are no longer required in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

3. Time of Delivery

- 3.1 Delivery lead times shall be agreed between the parties in writing on a case by case basis, or shall be as stated by GELITA when the order is accepted. Unless expressly specified, the delivery period shall be approximately twelve (12) weeks from the order acceptance.
- 3.2 GELITA may deliver the goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract.
- 3.3 If GELITA agrees to deliver the goods to the Customer, any stated delivery lead times and delivery dates shall be with reference to the time of handover to the freight forwarder, carrier or other third party contracted to carry out the transportation, unless otherwise expressly agreed by GELITA in writing.
- 3.4 Any dates and lead times quoted for delivery of the goods are approximate only, and the time of delivery is not of the essence. GELITA shall not be liable for any delay in delivery of the goods that is caused by a force majeure event (in accordance with clause 11) or the Customer’s failure to provide GELITA with adequate delivery instructions or any other instructions that are relevant to the supply of the goods.
- 3.5 If GELITA has agreed to deliver the goods by a specified date and has failed to deliver on time for reasons beyond its control, GELITA will inform the Customer as soon as reasonably practicable and at the same time provide an estimated new delivery date. If the service is also not available within the new delivery period, GELITA shall be entitled to terminate the order in whole or in part; in such event GELITA shall, as soon as reasonably practicable, refund any purchase price already paid by the Customer. For the purposes of this clause 3.5, reasons beyond GELITA’s control shall include, without limitation, late delivery by GELITA’s supplier and in the event of other disruptions in the supply chain, for example due to force majeure.
- 3.6 Deliveries shall be made in standard packaging unless otherwise agreed by GELITA in writing. Where non-standard packaging has been agreed, customary deviations from the agreed delivery quantities shall be permissible.
- 3.7 Where delivery by instalments has been agreed, the Customer shall accept the goods in equal instalments over the agreed period, unless expressly agreed otherwise. If the Customer delays acceptance, GELITA shall be entitled, in addition to any other remedies it may have, including compensation of any costs incurred in accordance with clause 4.2, to reduce the overall Contract quantity by the amount not accepted. In that event, any special pricing or other preferential terms granted on the basis of the original Contract quantity shall no longer apply and may be recalculated retrospectively, including in respect of goods already delivered.
- 3.8 Unless otherwise agreed in individual cases, the Customer shall be responsible for complying with all legal and regulatory requirements relating to the import, transport, storage and use of the goods.

4. Delivery Terms, Packaging, Transfer of Risk

- 4.1 Delivery shall be made in accordance with the agreed terms as set out in the Contract, which shall be interpreted in accordance with the Incoterms® in force at the time of the conclusion of the Contract. If and to the extent that no delivery term has been set out in the Contract, goods shall be made available EXW (Incoterms® 2020) at the respective plant of GELITA. If EXW is specified, GELITA may subsequently agree delivery term more favorable to the Customer at its own discretion and at an additional cost as shall be agreed between the parties in writing.

- 4.2 The risk in goods shall pass to the Customer on delivery, in accordance with the agreed Incoterm. If the Customer delays acceptance, fails to cooperate or if shipment or delivery is delayed due to circumstances for which the Customer is responsible, the risk shall pass to the Customer from the day on which the goods are ready for shipment and GELITA has notified the Customer of the same. The provisions of this clause shall also apply if GELITA bears the costs of transportation. In addition, GELITA shall be entitled in this case to claim compensation for the resulting damage, including additional expenses (including, without limitation, storage costs).
- 4.3 Packaging provided on a lending or rental basis shall be returned by the Customer at its own cost and risk without undue delay. The Customer may not modify or use such packaging for other purposes, including without limitation, for use with any other products. If the Customer does not return such packaging to GELITA within three (3) months of receipt of the goods, GELITA shall be entitled, after granting a reasonable grace period, to demand that the Customer reimburse the replacement costs.
- 5. Prices and Payment Terms**
- 5.1 GELITA's prices apply to the scope of services and delivery specified in the order confirmations. Additional or special services shall be invoiced separately. Prices are quoted in GBP or any other currency that has been agreed in writing and shall:
- be EXW prices unless otherwise agreed in writing;
 - be exclusive of any delivery costs and insurance;
 - be inclusive of costs of packaging; and
 - unless otherwise agreed between the parties in writing or stated in GELITA's catalogue or price list (as applicable), be exclusive of VAT and any other taxes and duties.
- 5.2 Any additional costs, including without limitation, delivery costs, shall be payable by the Customer in addition to the price of goods.
- 5.3 In the event that a delivery by GELITA is not to be made within three (3) months of the conclusion of the Contract, GELITA reserves the right to adjust the prices for the goods not yet delivered to the extent that, either due to an increase in raw material and /or energy costs or an increase in customs duties, the manufacturing costs for the goods not yet delivered have increased overall since the Contract was concluded and GELITA is not responsible for the cost increase or the change in customs duties, nor was it foreseeable when the Contract was concluded. In the event of an increase in prices exceeding 5% (five percent), the Customer is entitled to terminate the relevant order within a period of one (1) week after its announcement.
- 5.4 The Customer is obliged to provide GELITA with its VAT registration number when the order is placed.
- 5.5 Invoices shall be sent in electronic form. If GELITA does not have a valid e-mail address for the Customer, invoices shall be sent by post.
- 5.6 GELITA's invoices are due and payable without any deduction within fourteen (14) days from the date of invoice and delivery of the goods, unless otherwise agreed in writing. However, GELITA is entitled at any time, even in the context of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. GELITA will inform the Customer of any advance payment requirement at the time of the order confirmation at the latest.
- 5.7 If the Customer fails to make a payment due to GELITA by the due date, then, without limiting GELITA's remedies, the Customer shall pay interest at the statutory rate from time to time in force on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 5.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6. Product Characteristics and Warranty**
- 6.1 Unless otherwise agreed upon by the parties, the properties and condition of the goods shall be exclusively defined by GELITA's product specifications. GELITA warrants that on delivery the goods shall conform in all material respects with their specification.
- 6.2 Except as provided in clause 6.1, GELITA makes no other warranty and makes no representation as to description or quality.
- 6.3 Claims for defects by the Customer are subject to the following:
- the Customer has properly inspected the goods upon delivery and in accordance with clause 6.4;
 - the Customer has reported any defects without undue delay; and
 - it is shown to GELITA's reasonable satisfaction that any delivery of goods materially fails to comply with the warranty given in clause 6.1, including, without limitation, the shipment of samples or finished products containing the alleged defect by customer to GELITA.
- 6.4 In the case of goods intended for further use, an inspection must always be carried out immediately prior to use. If a defect becomes apparent upon delivery, inspection or at any later time, GELITA must be notified in writing without undue delay, stating the invoice and order number, the product designation and, if applicable, the container designation. In any case, obvious defects shall be notified in writing within eight (8) business days of delivery and defects not recognizable upon inspection within three (3) days of discovery. GELITA shall not be liable for defects that are not reported, reported late, or improperly.
- 6.5 If the goods are defective, GELITA shall, at its option, replace the defective goods or refund the price of the defective goods in full.
- 6.6 Goods that are the subject of a warranty claim may only be returned with the express consent of GELITA.
- 6.7 GELITA shall not be liable for the goods' failure to comply with the warranty set out in clause 6.1 if:
- the Customer makes any further use of such goods after giving a notice of any defect;
 - the defect arises because the Customer failed to follow GELITA's instructions as to the storage or use of the goods or (if there are none) good trade practice regarding the same or as a result of wilful damage or negligence;
 - the Customer alters or repairs such goods without the written consent of GELITA; or
 - the goods differ from their specification as a result of any deviations described in clause 2.5.
- 6.8 These Conditions shall apply to any repaired or replacement goods supplied by GELITA.
- 7. Liability**
- 7.1 The restrictions on liability in this clause 7 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.2 Nothing in the Contract nor these Conditions limits any liability which cannot legally be limited, including liability for:
- death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation; and
 - breach of the terms implied by section 12 of the Sale of Goods Act 1979.
- 7.3 Subject to clause 7.2, GELITA's liability to the Customer in connection with the supply of goods shall not exceed the price of the goods supplied under the relevant order for goods in respect of which the liability arose.
- 7.4 Subject to clause 7.2, GELITA shall not be liable to the Customer for:
- loss of profits;
 - loss of sales or business;
 - loss of agreements or contracts;
 - loss of anticipated savings; and
 - indirect or consequential loss.
- 7.5 Subject to clause 7.2, GELITA shall have no liability to the Customer in respect of the goods' failure to comply with the warranty set out in clause 6.1 except as set out in clause 6, and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.6 Subject to clause 7.2, unless the Customer notifies GELITA that it intends to make a claim within the notice period, GELITA shall have no liability for that claim. The notice period shall be twelve (12) months from delivery of the relevant goods. The notice must be in writing and must identify the grounds for the claim in reasonable detail.
- 7.7 This clause 7 shall survive termination of the Contract.

8. Miscellaneous

- 8.1 The Customer shall always ensure that the goods delivered by GELITA are properly stored and/or transported. Warranty claims by the Customer or third parties for damages resulting from improper storage or improper transportation of the delivered goods are excluded.
- 8.2 GELITA provides technical application advice to the best of its knowledge based on its research and experience. All statements and information provided as part of the advice on the suitability and use of the goods are, however, non-binding unless they are expressly designated as binding in the written order confirmation from GELITA. They do not release the Customer from conducting their own tests and trials to determine the suitability of the goods for the intended processes and purposes and their legal admissibility.
- 8.3 If and to the extent that the Customer requests GELITA to acknowledge or accept a Supplier Code of Conduct, the Customer shall *mutatis mutandis* comply with any obligations contained therein, in particular with regard to ethics, occupational safety, environmental protection and compliance with applicable laws. Any provision of such a document that conflicts with these Conditions shall take effect only if the relevant amendment is expressly identified and accepted by GELITA in writing.
- 8.4 The Customer must treat all business and technical information received from GELITA as confidential, except where such information is available for free in the public domain. Such information may only be passed on to third parties who are bound by a corresponding confidentiality agreement for the purposes set out in the Contract.
- 8.5 The Customer acknowledges that its data shall be stored and processed using information technology processes to the extent necessary for the contractual relationship. GELITA and the Customer shall comply with all applicable data protection regulations. Each party shall ensure that its employees involved in the order and its execution are obligated to maintain data secrecy.

9. Retention of Title

- 9.1 GELITA shall retain title to the goods supplied until full payment of all amounts due under the Contract and any ongoing business relationship (secured claims). The Customer shall store the goods subject to retention of title (reserved goods) with due care and insure them adequately against loss and damage at its own expense. The Customer hereby assigns to GELITA, as security, the claims arising from the insurance contracts. GELITA accepts the assignment. GELITA reserves the right to waive the current account reservation at any time.
- 9.2 The reserved goods subject to retention of title may not be pledged or assigned as security to third parties before full payment of the secured claims. The Customer shall notify GELITA immediately in writing if an application for the opening of insolvency proceedings has been filed or if third parties have access to the reserved goods.
- 9.3 At any time before title to the goods passes to the Customer, GELITA may:
- by notice in writing, terminate the Customer's right to resell the goods or use them in the ordinary course of its business; and
 - require the Customer to deliver up all or some goods in its possession that have not been resold and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the goods are stored in order to recover them.
- 9.4 Subject to clause 9.3, the Customer may resell or use the goods in the ordinary course of its business (but not otherwise) before GELITA receives payment for the goods. However, if the Customer resells the goods before that time:
- it does so as principal and not as GELITA's agent; and
 - title to the goods shall pass from GELITA to the Customer immediately before the time at which resale by the Customer occurs.

10. Termination

- 10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 60 days after receipt of notice in writing to do so;

- the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 10.2 Without affecting any other right or remedy available to it, GELITA may suspend all further deliveries of the goods or may refuse to accept new orders under the Contract or any other contract between the Customer and GELITA if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 10.1 a) - d), or GELITA reasonably believes that the Customer is about to become subject to any of them.
- 10.3 On termination of the Contract the Customer shall immediately pay to GELITA all of GELITA's outstanding unpaid invoices and interest and, in respect of goods supplied but for which no invoice has been submitted, GELITA shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 10.4 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 10.5 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

11. Force Majeure

- 11.1 Should circumstances and/or events occur that are beyond GELITA's control (such as natural disasters, war, labour disputes, shortages of raw materials and energy, operational disruptions, cyber attacks, fire and explosion damage, epidemics or pandemics (whether declared by the WHO or not), sovereign measures and official decrees), GELITA shall (i) not be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations and (ii) not obliged to procure the goods from third parties.
- 11.2 Without prejudice to the generality of clause 11.1, the circumstances and events described in clause 11.1 shall, without limitation, include:
- reduced availability of the goods from the plant from which GELITA obtains the goods;
 - any events and circumstances that make the performance of the affected business sustainably uneconomical for GELITA or affect GELITA's upstream suppliers (in particular, but not limited to, with regard to raw material and energy suppliers).
- 11.3 If the events described in clauses 11.1 and 11.2 last longer than three (3) months, GELITA shall be entitled to terminate the Contract.

12. General

- 12.1 GELITA may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 12.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of GELITA.
- 12.3 The Contract, together with any documents referred to in it, constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of the Contract.
- 12.4 Both parties acknowledge that, in entering into the Contract it does not rely on any statement, representation, assurance or warranty of

- any person (whether a party to the Contract or not) other than as expressly set out in the Contract.
- 12.5 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties.
 - 12.6 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
 - 12.7 Failure or delay by a party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
 - 12.8 Except as set out in the Contract, no variation of the Contract shall be effective unless it is expressly agreed in writing by GELITA. GELITA may vary these Conditions from time to time.
 - 12.9 The parties do not intend that any term of this agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
 - 12.10 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
 - 12.11 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
