

# General Terms and Conditions of Sale of Melkib

## GTC for professional B2B transactions

Last updated: 11 September 2026

Effective from: 30 September 2026

Translation note: This English version is a translation of the Polish version. In the event of any discrepancy, the Polish version shall prevail.

### § 1. Scope of application of the GTC

1. These General Terms and Conditions of Sale ("GTC"; Polish: "OWS") govern professional B2B sales of Products by Melkib Klus Raczek Spółka Komandytowa, with its registered office at ul. Stawowa 91, 43-400 Cieszyn, Poland, tax identification number (NIP) 548-212-91-59, statistical number (REGON) 072176935, National Court Register (KRS) no. 0000983585, e-mail: sprzedaz@melkib.com, tel. +48 509 336 666.
2. The GTC apply to professional B2B transactions carried out in particular through b2b.melkib.com, Melkib.com in the case of a professional B2B purchase, e-mail, telephone, sales representatives, the Seller's branches, personal collection, individual quotations, contract price lists, integrations and the Buyer's procurement systems.
3. The GTC do not apply to the extent that the Buyer is entitled to rights of a Consumer or an Entrepreneur with Consumer Rights under mandatory provisions of Polish law.
4. Individual arrangements between the parties, a framework agreement, an Order Confirmation or specific terms of a quotation prevail over the GTC to the extent of an express conflict.

### § 2. Definitions

1. **Seller - Melkib Klus Raczek Spółka Komandytowa.**
2. **Buyer - an entrepreneur making a purchase of a professional or business nature.**
3. **B2B Platform - the b2b.melkib.com service intended for business Customers.**
4. **Product - a product offered by the Seller, including in particular adhesives, technical chemicals, oils, greases, coolants, wiping materials, accessories and other industrial products.**
5. **Specialist Product - a Product requiring specific knowledge, documentation, transport, storage, application, safety or regulatory conditions, including a chemical Product or a Product subject to ADR requirements.**
6. **Order - a statement by the Buyer intended to conclude a Contract.**
7. **Order Confirmation - a message, document or Seller system status clearly indicating acceptance of the Order for processing.**
8. **Contract - a contract for the sale of a Product concluded between the Seller and the Buyer.**
9. **SDS - a safety data sheet for a substance or mixture, where required for the relevant Product.**

**10. TDS - a technical data sheet, technical instruction or other manufacturer documentation concerning the properties, application or conditions of use of the Product.**

### **§ 3. Incorporation of the GTC into the Contract and versioning**

1. The GTC constitute standard contractual terms and are made available to the Buyer before the Contract is concluded in a manner allowing them to be stored, reproduced and printed.
2. On the B2B Platform and Melkib.com, the current GTC are made available in the purchase process before an Order is placed, in particular through a direct link to a versioned document; acceptance of the GTC may take place through a separate checkbox. The Seller may record the version of the GTC, the date and time of acceptance and the Account or Order identifier.
3. In sales by e-mail, telephone, sales representative or procurement system, the GTC are provided before the Contract is concluded, in particular as a PDF attachment or a direct link to a versioned document. Where the parties have an ongoing business relationship, repeated delivery of unchanged GTC with every Order is not required to the extent permitted by law.
4. Receipt of the Product or payment does not replace the requirement to make the GTC available in advance where such prior provision is required by law in order for the standard terms to bind the Buyer.
5. The Seller retains archived versions of the GTC and may identify in the Order Confirmation the version applicable to a particular Contract.

### **§ 4. Professional nature of the transaction**

1. The GTC apply exclusively to transactions of a professional or business nature.
2. If the Buyer is a natural person conducting business activity and the professional nature of the Contract is not unambiguous from its content, the Buyer may voluntarily, no later than at the time the Contract is concluded, state whether the Contract is of a professional nature for that person. Making such a statement is not a condition for concluding the Contract.
3. When assessing the nature of the transaction, the Seller may take into account the Buyer's statement, data from the Polish Central Register and Information on Economic Activity (CEIDG), the subject of the Order and other objective circumstances.
4. The B2B Platform is intended for business transactions. The Seller may verify the entrepreneur's details and the purpose of the cooperation before activating the Account or granting commercial terms, without prejudice to rights granted by law to persons benefiting from consumer protection.

### **§ 5. B2B Platform and Account**

1. Registration and activation of an Account on the B2B Platform may require verification of the NIP/tax number, registration data, address, contact person or authority to represent the Buyer.
2. The Buyer is responsible for the correctness and currency of the data and for the actions of persons to whom it has provided access credentials. This does not apply to events caused solely by the Seller.

3. The Seller may suspend or restrict access to the Account due to overdue payments, exceeding the credit limit, breach of the GTC, a security threat, suspected abuse or termination of the business relationship.
4. Complaints concerning the operation of the Platform may be sent to [sprzedaz@melkib.com](mailto:sprzedaz@melkib.com).

## **§ 6. Quotations, Orders, conclusion and cancellation of the Contract**

1. Price lists, Product presentations, availability information and Seller materials generally constitute an invitation to enter into a Contract unless expressly stated otherwise.
2. The Buyer's Order constitutes an offer. The Contract is concluded when the Seller sends the Order Confirmation or when the Product is dispatched, whichever occurs first. An automatic acknowledgement that the Order has been received does not constitute acceptance unless it expressly states otherwise.
3. Before accepting an Order, the Seller may refuse performance or propose amended terms, in particular due to lack of Product availability, a price or description error, changes in supplier costs, transport restrictions, missing required documents, overdue payments or the Buyer exceeding its credit limit.
4. Once the Order has been accepted by the Seller, the Buyer may not cancel or amend it unilaterally. Cancellation or amendment requires the Seller's express consent.
5. The Seller may make its consent to cancellation or amendment conditional upon reimbursement by the Buyer of actual and documented costs incurred, including in particular special procurement costs, inbound freight from the supplier, repackaging, cutting, marking, return to the supplier, storage or other costs arising as a result of the cancellation.
6. Specially sourced, non-standard, repackaged or made-to-order Products may not be cancelled after performance has begun where the Seller has no realistic possibility of returning them or using them in the ordinary course of business.

## **§ 7. Prices, payments, credit limit and retention of title**

1. Prices in professional B2B transactions are generally net prices, to which VAT is added at the applicable rate, unless another tax treatment applies.
2. The date of payment is the date on which the Seller's bank account is credited, unless the parties expressly agree otherwise.
3. In the event of late payment, the Seller may charge statutory interest for late payment in commercial transactions and claim the statutory recovery compensation and justified debt recovery costs.
4. Submission of a complaint does not suspend the obligation to pay the undisputed part of an invoice.
5. The Buyer may set off against the Seller's claims only claims that are undisputed, acknowledged by the Seller or confirmed by a final court judgment, unless the parties expressly agree otherwise.
6. A credit limit, deferred payment term and other credit conditions may be withdrawn, reduced or changed in the event of overdue payments, deterioration of creditworthiness, a change in the

assessment by the trade credit insurer, restructuring, enforcement proceedings, insolvency, exceeding the limit or other justified circumstances increasing payment risk.

7. In the circumstances referred to in paragraph 6, the Seller may, including with respect to accepted but not yet performed Orders, require prepayment or appropriate security before continuing performance, to the extent permitted by law.
8. The Seller retains title to the Product until the full price for that Product has been paid. Where additional formal or certified-date requirements are necessary for the retention of title to be effective against the Buyer or third parties, the Seller may confirm the retention in the Order Confirmation, invoice or a separate document.

## **§ 8. Invoices and the Polish National e-Invoicing System (KSeF - Krajowy System e-Faktur)**

1. Invoices are issued and made available in accordance with applicable law, including the rules governing the Polish National e-Invoicing System (KSeF), where applicable.
2. The payment term follows from the invoice, Order Confirmation, Contract or other arrangements. Where KSeF applies, the time at which an invoice is issued or made available is determined in accordance with the applicable Polish rules.
3. In the event of a failure or temporary unavailability of KSeF, the Seller may provide a visualisation of the document or other supporting information, without prejudice to the statutory rules governing the valid issue of the invoice.

## **§ 9. Delivery, collection, Incoterms and transfer of risk**

1. Delivery is made using the method agreed for the relevant Order. Delivery dates are indicative unless the Seller has expressly confirmed them as binding.
2. If the Buyer fails to collect the Product, provides an incorrect address, fails to provide unloading facilities or otherwise prevents proper delivery, the Buyer may be charged justified costs of storage, redelivery, return freight, carrier waiting time or other costs related to the impediment attributable to the Buyer.
3. Unless the parties agree otherwise, the risk of accidental loss, damage or deterioration of the Product passes to the Buyer when the Product is handed over to the carrier, the Buyer or a person authorised by the Buyer, or when the Product is placed at the Buyer's disposal if the Buyer delays collection.
4. If a quotation, Order Confirmation or Contract specifies an Incoterms® rule, Incoterms® 2020 apply unless the parties expressly specify a different edition.
5. Where collection or transport is arranged by the Buyer, the Buyer is responsible for selecting the carrier and vehicle, securing the load, holding the required authorisations and ensuring compliance of the transport with applicable law, including rules governing the carriage of dangerous goods by road (ADR). The Seller may refuse to release the Product if the transport is unlawful or creates a safety risk.

## **§ 10. International transactions, intra-Community supplies (WDT) and exports**

1. The Buyer must provide true and complete data and documents necessary for the correct VAT treatment, documentation of an intra-Community supply of goods (Polish: WDT -

wewnątrzwspólnotowa dostawa towarów) or export, customs clearance and other tax or customs obligations.

2. To the extent required by law or agreed between the parties, the Buyer shall provide documents confirming export, transport, receipt of the Product or other circumstances required for the applicable tax treatment.
3. If, due to a culpable act or omission of the Buyer, the Seller loses entitlement to the tax treatment applied or is charged VAT, interest or directly related costs, the Buyer shall reimburse the Seller for the documented loss to the extent that it is in an adequate causal relationship with the Buyer's breach.
4. The Buyer is responsible for the legality of import, further resale and use of the Product in the country of destination to the extent that this responsibility rests with the Buyer under applicable law and the agreed delivery rule.

## **§ 11. Chemical Products, ADR, SENT and BDO**

1. In the case of Products subject to REACH, CLP, rules governing the carriage of dangerous goods by road (ADR), the Polish Electronic Transport Supervision System (SENT - System Elektronicznego Nadzoru Transportu), the Polish Database on Products, Packaging and Waste Management (BDO - Baza danych o produktach i opakowaniach oraz o gospodarce odpadami), customs, export or other regulations, the parties shall cooperate to the extent necessary for proper performance of the transaction.
2. The Buyer shall provide complete data and timely perform actions that, under law or the parties' arrangements, are the Buyer's responsibility, including in particular confirmation of receipt or required actions in public administration systems.
3. If a breach of the Buyer's obligations causes the Seller documented costs, fees or final penalties, the Buyer shall compensate the resulting loss to the extent that it is in an adequate causal relationship with the Buyer's culpable act or omission and to the extent that the Seller did not contribute to the loss.
4. The GTC do not transfer to the Buyer any administrative or public-law liability which, under mandatory provisions, rests with the Seller.

## **§ 12. SDS/TDS, safety and storage**

1. Before using a Product, the Buyer shall read the label, SDS, TDS, instructions and storage and safety conditions applicable to the relevant Product.
2. The SDS may be provided electronically, in particular as an e-mail attachment or a direct link to the current document in the Store or on the Seller's portal. The Seller provides SDS in accordance with applicable law. SDS updates are provided to recipients to the extent and within the time limits required by law.
3. TDS and other technical documentation may be made available by e-mail, on a Product page, through a portal or another agreed channel.
4. The Buyer shall ensure that persons using the Product on the Buyer's side read the relevant documentation and comply with safety requirements.

5. After risk has passed to the Buyer, the Buyer is responsible for proper storage, including in particular temperature, humidity, package integrity, protection against contamination, shelf life and batch traceability.

### **§ 13. Shelf life and batch requirements**

1. The Seller may offer specially marked Products with a short remaining shelf life or Products after the stated shelf life/use-by date has expired, in particular at a reduced price.
2. In such a case, the specific shelf life/use-by date or the fact that it has expired is stated in the Product description, quotation or other information provided to the Buyer before the Contract is concluded.
3. By placing an Order after receiving that information, a professional B2B Buyer confirms that the Buyer has reviewed the stated date and accepts the purchase of the Product with that shelf life/use-by date. A Product after the stated date has expired may be sold only where its sale and intended use are permitted by applicable law and safety requirements.
4. If the Buyer requires a specific production date, a minimum remaining shelf life, a specific batch, LOT or other batch parameters, the Buyer should communicate that requirement before the Contract is concluded.
5. In the absence of a requirement referred to in paragraph 4, the Buyer is deemed not to have stipulated an individual minimum remaining shelf life or other batch parameters, subject to information expressly provided by the Seller under paragraphs 2 and 3.

### **§ 14. Product selection, technical advice and testing**

1. The Seller's technical advice is auxiliary and is based on data provided by the Buyer.
2. The Buyer is responsible for the truthfulness, completeness and currency of information concerning materials, process, operating conditions, quality requirements, application method and intended use.
3. Unless the parties expressly agree otherwise, before implementation in production the Buyer shall carry out its own trials and tests of the Product under the intended conditions of use.
4. A recommendation by the Seller does not constitute a guarantee that a specific technological result will be achieved and does not release the Buyer from the obligation to verify the suitability of the Product, unless the Seller has expressly given a separate assurance of specified content.

### **§ 15. Inspection of delivery and B2B complaints**

1. The Buyer shall inspect the Product at the time and in the manner customary for Products of that type, in particular as regards quantity, product code, batch, date, condition of packaging and visible damage.
2. Quantity shortages, visible damage, damaged packaging or other apparent non-conformities must be reported without undue delay and no later than within 2 Business Days after receipt of the Product. Where possible, the Buyer shall prepare a damage report and photographic documentation.

3. Hidden defects must be reported without undue delay after discovery.
4. A complaint should identify the Order or invoice number, Product, quantity, description of the problem, batch/LOT designation and, where possible, photographs, samples or other technical data necessary for analysis.
5. Until the analysis is completed, the Buyer shall secure the Product, shall not mix the complained-of batch with other batches and shall allow the Seller or manufacturer to inspect, test or collect it in the agreed manner.
6. The Seller considers the complaint within a reasonable time, as a rule no longer than 14 Business Days after receiving complete information and, where necessary, the Product, a sample or the opportunity to inspect it.
7. Voluntary acceptance of a complaint, replacement of the Product, discount, credit note, repair or another gesture of goodwill does not restore the excluded statutory warranty for defects, create a guarantee or oblige the Seller to handle future cases in the same manner, unless the Seller expressly states otherwise.

## **§ 16. Statutory warranty for defects (rękojmia) and guarantees**

1. In relation to professional B2B Buyers, the Seller's statutory warranty liability for physical and legal defects of the Product (Polish: rękojmia) is excluded pursuant to Article 558 § 1 of the Polish Civil Code to the fullest extent permitted by law.
2. The exclusion of the statutory warranty is ineffective in the event of fraudulent concealment of a defect by the Seller and in other cases where liability cannot be excluded under mandatory law.
3. If a guarantee is provided by the manufacturer, importer or another entity, its scope follows from the applicable guarantee terms. The Seller does not provide its own guarantee unless expressly stated otherwise in a guarantee document, quotation or Order Confirmation.

## **§ 17. Voluntary returns of conforming Products in B2B transactions**

1. A Buyer in a professional B2B transaction has no statutory right to withdraw from the Contract within 14 days without giving a reason.
2. A conforming Product may be returned only with the Seller's prior express consent. Sending a Product back without such consent does not create an obligation to accept it or issue a credit note.
3. The Seller may make consent to a return conditional upon the Buyer bearing transport costs and a handling or processing fee. The amount of the fee is agreed individually and communicated to the Buyer before the return terms are accepted.
4. The Seller may refuse a return in particular for Products that were specially sourced, are non-standard, repackaged, opened, damaged, subject to ADR requirements, have a short remaining shelf life, lack full batch traceability, have damaged packaging or cannot be resold as fully conforming goods.
5. In the case of a partial return of an Order, the original delivery cost is not refunded unless the Seller expressly agrees otherwise.
6. A one-off consent to a return does not create an obligation to accept returns in the future.

## **§ 18. Limitation of the Seller's liability**

1. Subject to paragraph 4, the Seller's total liability to the Buyer arising from a given event, Order or Product is limited to actual loss and, in any event, to the net value of the Product directly affected by the claim.
2. To the extent permitted by law, the Seller is not liable for loss of profit, production loss, production-line downtime, loss of contracts, loss of revenue, indirect, consequential or incidental loss, or third-party claims against the Buyer.
3. The Seller is not liable for damage resulting from use of the Product contrary to its documentation, improper storage, failure to carry out tests required by the GTC, mixing with other substances or use under conditions not disclosed to the Seller when selecting the Product. Where a Product is sold after the stated shelf life/use-by date has expired in accordance with § 13, the Seller's liability for the consequences of using such Product is limited to the fullest extent permitted by law, subject to any express individual assurance given by the Seller and any liability that cannot legally be excluded.
4. The limitations of liability do not apply to loss caused intentionally or to the extent that the Seller's liability may not be excluded or limited under mandatory law, including in particular rules on liability for defective/unsafe products and product safety.

## **§ 19. Manufacturer data, certificates and compliance**

1. Information on parameters, certificates, environmental declarations, composition, origin or properties of the Product is largely provided by manufacturers, importers or suppliers.
2. The Seller exercises the level of diligence required with respect to information which, by law or due to the Seller's role, it is required to verify. In professional B2B relationships, the Seller is not liable for incorrect or outdated supplier information which, despite exercising the required diligence, it could not reasonably have detected.
3. Paragraph 2 does not limit obligations arising from the Seller's own role as manufacturer, importer, distributor, entity placing its own brand on a Product or other responsible economic operator under mandatory law, including in particular REACH, CLP and product safety rules.

## **§ 20. Force majeure and external disruptions**

1. The Seller is not liable for delay or non-performance to the extent caused by circumstances beyond its reasonable control, including in particular natural disasters, war, strikes, cyberattacks, failures of the Seller's or third-party systems, failures of KSeF, SENT or BDO, administrative restrictions, embargoes, transport disruptions or material interruptions in the supply chain.
2. Such circumstances may justify postponement, suspension or partial performance of the Order. The Seller may propose a change in the delivery method, price or other terms. If the impediment is permanent or performance of the unperformed part of the Contract has become objectively impossible or excessively difficult, the Seller may withdraw from the unperformed part of the Contract to the extent permitted by law.
3. The Seller shall inform the Buyer of a material event and its expected impact on performance within a reasonable time where possible.

## **§ 21. Intellectual property and materials**

1. The Seller's logos, descriptions, photographs, studies, training materials, proprietary documentation and the layout of the B2B Platform are protected by law. The Buyer may use them only to the extent necessary for cooperation, identification and proper use of the Product.
2. Manufacturers' trademarks remain the property of the entitled parties. Copying or publicly distributing the Seller's materials beyond the scope permitted by law requires consent.

## **§ 22. Personal data and communications**

1. The Seller is the controller of personal data. Detailed rules on personal data processing and marketing communications are set out in the Privacy Policy.
2. Operational communications concerning Orders, invoices, complaints, safety and cooperation may be conducted by e-mail, the B2B Platform, a procurement system or another agreed channel.
3. The Buyer should ensure that contact persons' details remain up to date and inform those persons that their data have been provided to the Seller where such an obligation rests with the Buyer.

## **§ 23. Suspension of cooperation and security for performance**

1. The Seller may suspend performance of outstanding Orders or additional services in the event of material overdue amounts, exceeding the credit limit, a security threat, breach of law or a material deterioration in the Buyer's creditworthiness, until the cause is removed or appropriate security is provided.
2. Suspension or restriction of cooperation does not release the Buyer from the obligation to pay for performance already rendered or from any other due obligations.

## **§ 24. Amendments to the GTC**

1. The Seller may amend the GTC for important reasons, including in particular changes in law, sales processes, logistics, security, technology, payment methods or Platform functionality.
2. New GTC are made available in a form that allows them to be downloaded and stored. Orders accepted before the amendments take effect are governed by the version applicable when the Contract was concluded, unless the parties expressly agree otherwise or the amendment results from mandatory law.
3. For subsequent Contracts after an amendment, the Seller gives the Buyer an opportunity to review the current version of the GTC before the Contract is concluded.

## **§ 25. Final provisions**

1. Polish law governs the GTC and Contracts. The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) where it might otherwise apply.

2. Disputes with professional B2B Buyers shall be resolved by the court of general jurisdiction having territorial jurisdiction over the Seller's registered office, unless mandatory law provides otherwise.
3. The invalidity or ineffectiveness of any provision does not affect the remaining provisions of the GTC.
4. The GTC apply from 30 September 2026.

## Appendix 1. Recommended checkboxes

Mandatory checkbox for a professional B2B transaction:

**Text: I accept the General Terms and Conditions of Sale of Melkib.**

Voluntary statement by a natural person conducting business activity:

**Text: I declare that the Contract is of a professional nature for me and is related to my business activity. Making this statement is voluntary and is not a condition for concluding the Contract.**

## Appendix 2. Clause for quotations and B2B correspondence

**Recommended wording: This quotation and the Order are subject to the General Terms and Conditions of Sale of Melkib in the version made available to the Buyer before the Contract is concluded. In the event of a conflict between the individual terms of the quotation and the GTC, the individual terms prevail.**

Appendix 3. Minimum information for a B2B complaint

|                               |                                                   |
|-------------------------------|---------------------------------------------------|
| Order / invoice number        | .....<br>.....                                    |
| Product / item code           | .....<br>.....                                    |
| Quantity complained of        | .....<br>.....                                    |
| Batch / LOT / date            | .....<br>.....                                    |
| Description of non-conformity | .....<br>.....<br>.....<br>.....                  |
| Date received / detected      | .....<br>.....                                    |
| Attachments                   | photos / damage report / sample /<br>other: ..... |
| Contact person                | .....<br>.....                                    |