

# STANDARD TERMS AND CONDITIONS OF THE SALE FOR GOODS BY SIKA ALBANIA

These terms and conditions of sale apply to all sales of goods by Sika Albania SHPK to the buyer. By placing an order for Goods, the Parties agree to be bound by Conditions as follows:

## 1. FORMATION

1.1 In these Conditions the following expressions have the following meanings:

- a. "We" or "Us" or "Seller" or "SIKA" means Sika Albania SHPK;
- b. "You" or "Yourselves" or "Customer" means the buyer or any entity who places an order for Goods and to which we are selling Goods under these Conditions;
- c. "Conditions" means these Terms and Conditions of sale set out in this document including those described as commercial terms at the front of this document, which altogether form an integral part of the Contract;
- d. "Contract" means either (a) any agreement signed by both parties, or (b) any purchase order sent by the Buyer and accepted by the Seller upon which the Invoice is issued, together with these Terms and Conditions or (c) any other contract between us and the Buyer for the sale of goods formed in accordance with Condition 1.2, 1.3 and 2 and any other documents that the parties expressly agree to incorporate in writing;
- e. "Goods" means the products which you agree to buy from us as identified by your order (including any part or parts of them);
- f. "Intellectual Property" means all patents, copyrights, registered or unregistered trademarks, design rights, utility models, business names, domain names, Know-How and all other intellectual property rights of a similar nature (whether registered or not) subsisting anywhere in the world in or associated with the Goods;
- g. "Working Days" means any day between Monday to Friday inclusive but excluding bank and public holidays.
- h. "EXW" means Ex Works, which means that the Seller delivers the goods to the Buyer at the Seller's premises, and the Buyer bears all the costs and risks of transporting the goods from there to the final destination;
- i. "DAP" means Delivered At Place, which means that the Seller delivers the goods to the Buyer at a named place of destination as per Conditions provided in here, unless provided otherwise in a mutual agreement between the parties or the applicable laws;
- j. "Place Intercom or Intercom" means the place where the Seller delivers the goods to the Buyer under the chosen Incoterm, which may be different from the place of destination
- k. "Heavy Goods Vehicle (HGV)" refers to any vehicle exceeding the weight limit defined by applicable Albanian law or relevant standards in force at the time.

1.2 Unless varied in accordance with Condition 1.4, the Contract, together with all schedules which form part of it, will be on the following Conditions to the exclusion of any other terms that you seek to impose or incorporate, whether in writing or otherwise, or which are implied by trade, custom, practice or course of dealing.

1.3 This Contract constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Contract. By placing an order for Goods, you agree to be bound by these Conditions unless otherwise agreed and signed in writing by both parties.

1.4 No variation of these Conditions shall be effective unless it is in writing and signed by both parties.

## 2. QUOTATIONS AND ORDERS

2.1 A quotation shall only be valid for a period of 20 Working Days from its date of issue, unless otherwise agreed by us in writing. A quotation is also an invitation to you to make an offer or approve to purchase the Goods from us in accordance with these Conditions.

2.2 An order constitutes an offer by you to purchase the Goods in accordance with the Quotation and these Conditions. You are responsible for ensuring that the terms of the order and any applicable specification are complete and accurate. If the Customer accepts the quotation after the expiry of the validity period provided in point 2.2, Sika, at its own discretion may either confirm the acceptance or reject it without any liability, in writing or via email while considering the availability of the Goods and the prevailing market conditions.

2.3 We may at our absolute discretion accept the cancellation of any order provided we are notified by you no more than five (5) Working Days after the order has been accepted by us and we are indemnified by you in respect of all costs and expenses incurred prior to the cancellation being accepted, but in no circumstances are we obligated to accept any cancellations.

## 3. DELIVERY AND TRANSPORTATION

3.1 Unless otherwise agreed in writing or provided by law, goods shall be dispatched and transported at the Customer's risk and expense. SIKA can provide transportation services exclusively through a third-party provider selected and approved by the Customer based on the offers received by SIKA from these providers. This selection process ensures that the Customer retains control over the transportation arrangements, with SIKA providing assistance by offering options. In the event of a breach of contract related to the transportation of goods, SIKA's liability shall be limited to the due diligence applied in providing these options. The Customer is responsible for exercising due diligence in selecting the carriers and ensuring that the carriers comply with all applicable laws and regulations regarding the transportation of the Goods.

3.2 A proportion of any Heavy Goods Vehicle (HGV) transport costs will also be charged. A service charge will be made for preparing and packaging small deliveries. The costs for silo deliveries and silo letting will be disclosed on request. Costs for difficult access, waiting times and additional services will (irrespective of the nature of the invoice) generally be charged in addition. The price list, which has been made available to the Customer, has further details of service charges and surcharges.

3.3 For deliveries with couriers appointed by SIKA and approved by the Buyer, any associated or incurred costs will be charged on the invoice.

3.4 In case of collection EX WORK (EXW) by means arranged by the Customer, the following rules must be followed:

- a. Call Sika Albania customer service to make sure that the goods have been prepared and that the loading operations are carried out normally.
  - Customer Service : +355 69 701 6247
  - Prestige Industrial Park, Picar Street, Vore 1032, Albania
- 1.2 Respect the following timetables:
  - Prestige Industrial Park, Picar Street, Vore 1032, Albania
  - From Monday to Friday from 08.00 until 16.30.

For all warehouses: it is required to arrive at the warehouse at least 1 hour before closing time to allow loading operations.

However, it is advisable to show up early in the day and to have an agreed loading slot in advance.

- 1.3 Send suitable vehicles in compliance with the legal requirements, as well as equipped with a system to protect the goods to be transported from the warehouse to end us.

## 4. TERMS OF DELIVER, PRICES AND PAYMENTS

4.1 The price of the Goods shall be that stated or referred to in our price list, or where we agree otherwise, in the order accepted by us. Prices are stated on the basis of current costs, exclusive of VAT. You shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

4.2 Prices given in a quotation may be increased by us on giving written notice to you at any time before delivery, by such amount as is reasonably necessary to reflect any increase in the cost of manufacturing the Goods, and/or any factors beyond our control including, but not limited to, fluctuations in tax, duty, foreign exchange rates, and/or any requests by you to alter the terms of the order. The Customer shall be informed and may exercise its rights as provided by relevant laws

4.3 Delivery of the Goods within the AL/KS/NMK mainland will be DAP (Delivery at Place) INCOTERM, while picked up goods will be EXW (Ex Works) Tirane. Goods are invoiced upon dispatch.

4.4 We shall require payment by you as agreed beforehand with your Sales Representative. You may ask you to pay money in advance or on account and if so you must pay such amounts as agreed. All payments shall be made as agreed unless we require or agree to payment in other currency.

4.5 You shall pay all amounts due under this Contract in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.

4.6 Any invoice queries must be communicated to us within three (3) Working Days of receipt of the invoice by you.

## 5. PACKAGING

5.1 The Goods will be delivered in the product containers which we hold in stock at the time your order is processed unless otherwise agreed in writing.

5.2 The price of the Goods, unless otherwise stated, includes the costs of packaging materials.

5.3 Where it has been agreed/approved by Us that the packaging materials will be returned, you will be credited with the full cost of these, provided that you return them at your cost, to the delivery point in a satisfactory condition, pursuant to the conditions set forth and within the timeframe stipulated in Condition 8.

## 6. RISK

6.1 Risk and responsibility for the Goods shall pass to Customer upon delivery to the designated delivery point.

6.2 In case the goods are picked up from our warehouse, you are responsible for the materials immediately after loading.

6.3 You must examine the Goods on receipt and if you believe there has been loss or damage during transit and may be attributable to us, you must notify us in writing within five (5) Working Days of DAP Incoterms delivery. If we do not receive such written notice within the required timescale then we will not be liable to you for any loss or damage to the Goods arising during transit. If Goods have been damaged during transit then all packaging materials must be retained for examination by us, the carrier or their agents. In case of EXW Incoterms we are excluded of this responsibility as the driver's signature on the Packing List at the pickup point serves as confirmation of the Goods' condition.

## 7. OWNERSHIP

7.1 Ownership of the Goods shall pass to you upon delivery by us to the delivery point.

7.2 In the event that you fail to pay the full amount due for the Goods by the agreed payment date, we shall, without prejudice to any other rights or remedies available under the law or this Contract, retain the following rights and remedies: (i) retention of title, allowing us to reclaim possession of the Goods at any time until full payment is received; (ii) a lien on the Goods, permitting us to retain possession or control of the Goods until full payment is made

7.3 You shall not sell, transfer, pledge, or otherwise dispose of the Goods or any interest therein without our prior written consent until full payment has been received. However, should you wish to sell or use the Goods in the ordinary course of business prior to completing payment, such actions may only proceed with our written approval and will be subject to the following conditions:

- 7.2.1 hold the Goods on a fiduciary basis as our bailee;
- 7.2.2 store the Goods (at no cost to us) separately from all our other Goods or goods of a third party in such a way as they are identifiable as our property;
- 7.2.3 not remove, destroy, deface or obscure any identifying mark, logo or packaging on or relating to the Goods;
- 7.2.4 maintain the Goods in a satisfactory condition as they were delivered, and in accordance with Condition 8 and keep them insured, on your insurance, for their full price against all risks (and provide us with a copy of such insurance at our request); and
- 7.2.5 hold the proceeds of any insurance referred to in Condition 7.2.4 on trust for us and do not mix them with any other money or pay the money into an overdrawn bank account.

7.4 Your power of sale and use above shall automatically cease if any of the following events occur or we reasonably believe you are about to become subject to them and we notify you accordingly:

- 7.4.1 you have a petition presented for your winding up; or
- 7.4.2 (if you are an individual) you die or become incapacitated; or
- 7.4.3 you pass a resolution for voluntary winding up otherwise than for the purpose of a bona fide amalgamation or reconstruction; or

7.4.4 you compound with your creditors or have a receiver appointed over all or any part of your assets; or

7.4.5 a petition for an administration order is presented or is intended to be presented in respect of you; or

7.4.6 you become bankrupt or insolvent; or

7.4.7 you enter into any arrangements with creditors; or

7.4.8 you take or suffer any similar action in consequence of debts or carry out or undergo any analogous act or proceedings under foreign law.

7.5 If you exercise any of the rights or remedies under this Condition 7, you will deliver up the Goods; or have them delivered up to us; and/or you shall cooperate with us and provide us with any information or assistance that we may reasonably require to locate, identify, and recover the Goods and/or allow us to repossess the Goods and for the purposes of such repossession you grant to us (our agents and employees) an irrevocable licence to enter any of your premises where the Goods are stored or that of any third party where we may reasonably believe they may be stored.

## 8. RETURNED GOODS

8.1 SIKA will accept returns of goods upon prior written notification of at least 15 (fifteen) days from the day of the delivery of the products to the Customer. The Products should be in an impeccable condition, unopened, in the original packaging free of charge from the manufacturer. Broken packages, cement-containing products, products with restricted lifetimes, special products and special dyes and products no longer included in the range as well as individual components of multiple component products cannot be returned. The return value will be determined on the basis of the net value of the goods less the loss of value and discount granted.

## 9. THE GOODS WARRANTY

9.1 SIKA warrants that all the Products that shall be delivered will conform with the relevant description of the same contained in the updated Product Data Sheets (PDS) and Material Safety Data Sheet (MSDS) and shall be available by the due agreed date by both parties in a written form, according to the lead time that has been provided to the Customer. This warranty is conditional upon the Customer's acceptance of the Products that comply with the Supply Order and payment of the Price according to the agreed payment terms.

9.2 The Customer warrants that he/she will accept the Products that comply with the Supply Order and pay the Price according to the agreed payment terms.

## 10. CREDIT CHECKS

10.1 We may refuse to accept any order or perform any Contract if your arrangements for payment or credit appear to be or become unsatisfactory.

10.2 We may, in the event that you are not a liability company, make searches of your details, background and credit history with credit reference and fraud prevention agencies prior to carrying out any obligations in these Conditions. Such credit reference agencies may, at their absolute discretion, keep a record of the search and share that information with other businesses. By placing an order for Goods, you informed and consent to such searches and the processing of your personal data in accordance with the applicable data protection laws and our privacy policy, which is available on request.

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1 Where there are any intellectual property objects in the goods, SIKA will own the intellectual property rights in the deliverables and any materials created under the Contract, and the Customer will have a nonexclusive, non-transferable licence to use the goods for its own internal purposes.

11.2 The Customer shall not copy, modify, reverse engineer, distribute, sublicense, or otherwise exploit the goods or any part thereof without SIKA's prior written consent in writing.

## 12. GENERAL

12.1 Any notice or communication to be given under this Contract must be in writing, delivered or sent by email or prepaid first class letter post, and if delivered or sent to you, will be addressed to your last known trading address; or if delivered or sent to us, will be addressed to Rinas Street, Tirana Business Park, Building 7, 4th floor Tirane, 1504. Any such notice shall be deemed served if delivered by hand, at the time it was delivered at the proper address, if posted within Albania two Working Days after posting, and if posted from outside Albania, fourteen Working Days after posting. Any notice given by email must be to the usual email address as otherwise notified to each other party and must be confirmed by a delivery receipt.

12.2 If any of the terms of this Contract are found by any court or administrative body of competent authority to be illegal, void, voidable, invalid, unreasonable or unenforceable by any reason of law they shall be illegal, void, voidable, invalid, unreasonable or unenforceable to that extent only and all other terms of the Contract shall remain legal, valid, reasonable and fully enforceable.

12.3 We will not be liable to you for any failure or delay or for the consequences of any failure or delay in performance of this Contract, if it is due to any event beyond our reasonable control including, without limitation, acts of God, war, industrial disputes (whether or not with our own workforce), protests, fire, explosion, an act of terrorism and national emergencies and the Company will be entitled to a reasonable extension of time for performing such obligations in such circumstances.

12.4 All Contracts shall be deemed to be made in Albania and shall be construed in accordance with and be governed by Albanian law and shall be subject to the exclusive jurisdiction of the courts of Albania.