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Phone : (+90 266) 721 03 12 **Fax:** (+90 266) 721 03 11 , **Tax office and number:** V.D.BANDIRMA , 462 00 45 582
Bank name: DENIZ name: DENIZ/Turkey
Swift: DENITRISXXX EUR IBAN NO: TR11 0013 4000 0000 5652 8000 51
Beneficiary: Hidrojen Peroksit Sanayi ve Ticaret A.S.

Date: 17.04.2025	Contact: CİHAN KOÇER cihan.kocer@united-in.com		
Validity of this PI until 21.04.2025	Loading Date: will be given after receipt of payment		
Reference: your e-mail date is 17.04.2025	Invoice No: CK/HC/03		
Consignee: "GALCHIM & CO" SRL Adresa jurid. mun. Chişinău, str. A. Şciusev, 37 c/f 1007600076106, cod TVA 0207197	Notify: "GALCHIM & CO" SRL Adresa jurid. mun. Chişinău, str. A. Şciusev, 37 c/f 1007600076106, cod TVA 0207197		
Country of Origin: Turkiye	Country of Destination: Moldova Republic		
Loading Place: BANDIRMA	Port of Destination: Moldova Republic		
Delivery Terms: FCA BANDIRMA	Payment Terms: 100% Cash in Advance		
<div>Product &Packaging</div> <div>Hydrogen Peroxide35% Concentration</div> <div>1 Truck Capacity: 1000 drums x 20 Kg = 20 MT, standard, without pallettes</div> <div>HS Code: 2847 0000</div> <div>Bank charges belong to your side, we should receive</div>	<div>Quantity</div> <div>20 MT</div>	<div>Unit Price</div>	<div>Total Price</div>
Notice : bank charges belong to your side , TOTAL DUE PROFORMA AMOUNT should be received as NET.	TOTAL		
NOTICE: HEREBY PROFORMA INVOICE BECOMES VALID ONLY AFTER RECEIPT OF PAYMENT. UNLESS THE PAYMENT IS MADE, SALE AND DELIVERY PROCESS WILL NOT START.			
Notice : HIDROJEN PEROKSIT processes personal data in accordance with the relevant data protection regulations. BANK ACCOUNT CHANGES WILL NEVER BE COMMUNICATED BY EMAIL AND NEVER ON SHORT NOTICE.			
In the event that the performance of a contractual obligation by Hidrojen peroksit A.S. hereto is prevented, restricted or interfered with directly or indirectly in connection with the "Coronavirus", Hidrojen Peroksit A.S. so affected shall be excused from such performance to the extent and for the duration of such prevention, restriction or interference, and shall not be liable for any costs or damages.			

STAMP AND SIGNATURE



PLEASE SEND THIS DOCUMENT TO US AFTER STAMP AND SIGNATURE FOR APPROVAL OF OUR PI AND GENERAL CONDITIONS OF SALE AND DELIVERY BELOW.

General Conditions of Sale and Delivery

1. Applicability

The following terms and conditions are applicable to all current and future business transactions unless expressly agreed otherwise.

Modifications to these terms and conditions require our express confirmation in writing.

This applies in particular to any modifying or contradicting purchasing terms and conditions of the respective customer, which we hereby expressly reject and which shall not apply unless otherwise expressly agreed in writing.

2. Offers

Our offers are without obligation.

A contract comes into effect only on confirmation of an order by us or by the fulfillment of the order.

The order confirmation and any amendments must be made in writing.

3. Price

For invoicing purposes, the prices effective on the date of delivery are applicable, unless a fixed price has been agreed in writing.

The prices include all costs relating to the sold goods to the point of delivery at purchaser's premises.

The purchaser must pay all costs relating to the goods from the time they have been delivered at the premises.

The prices are in EURO, excluding VAT, unless a different currency has been expressly agreed.

VAT shall be additionally payable at the statutory rate applicable at the invoice date.

All sales are subject to the customs and freight regulations applicable on the day of delivery.

Should a price increase be introduced after the effective date of the contract, the purchaser will have the right to cancel the order within 14 days of the notification of the price increase;

in cases where the price increase is due to an increase in freight rates, the right to cancellation will not apply.

4. Delivery, passing of risk

We are entitled to make partial deliveries to a reasonable extent.

Each partial delivery is deemed to be an independent business transaction.

Short or excess deliveries of up to 10% are considered as fulfillment of the contract.

Deliveries will at all times be at the purchaser's risk; this also applies to deliveries made carriage paid and/or by means of our own transport.

On transfer of the goods to the first carrier, the risk passes to the purchaser.

Goods not accepted in time will be stored at the expense and risk of the purchaser.

In the event of delayed acceptance, we will be entitled to refuse delivery of the quantities not accepted, subject to our other rights.

Packaging:

- a) In the case of deliveries which include packaging, the packaging can be returned to us in line with the statutory provisions provided it has been emptied of all product and rinsed out.

It should be sent carriage paid to the location indicated by us.

- b) Returnable packaging will be made available by us free of charge for a period of up to one month.

After being emptied, all returnable packaging should be returned in a clean state to our appropriate distribution center or our plant in Pullach.

The return freight will be paid by us.

If the returnable packaging is taken over by the purchaser or is not returned to us for some reason or does not arrive in time or is not suitable for reuse, a charge equivalent to the replacement value will be added to the invoice.

- c) IBCs (Intermediate Bulk Containers), tank containers and refrigerated containers etc. must be emptied completely on receipt and returned to the site of dispatch.

No reimbursement can be made for residues left in the containers.

If deliveries shall be undertaken on the basis of an ETA („Estimated Time of Arrival“) or ETD („Estimated Time of Departure“), any delivery times shall be non-binding.

- d) pallet exchange:

- (1) We transfer to the purchaser the pallets used by us („Vendor Pallets“) as a loan of a thing (*Sachdarlehen*) within the meaning of sec. 607 German Civil Code.

- (2) With the handover of the Vendor Pallets to the purchaser by the shipping agent commissioned by us („Shipping Agent“), we transfer ownership of the Vendor Pallets to the purchaser.

- (3) Upon handover, the purchaser must acknowledge the number and type of the loaded Vendor Pallets and record in writing any reservations concerning their quality.

- (4) The purchaser shall, concurrently to the handover of the Vendor Pallets, hand over empty pallets, which are owned by the purchaser („Purchaser Pallets“), of the same

number, type and quality to the Shipping Agent and transfer ownership to the beneficiary listed in the bill of lading („Pallet Exchange“). The UIC standard 435-4 of the international railway association applies to the exchangeability of the Vendor Pallets as well as the Purchaser Pallets.

- (5) When no or an insufficient number of Vendor Pallets of the same type and quality are handed over by the Shipping Agent or receipt is rejected by the purchaser as not exchangeable, the purchaser must confirm this in writing to the Shipping Agent as our representative.

5. Delivery problems

Our supply obligations are subject to sufficient supply of our required materials by our suppliers.

If we are not provided with the required materials by our suppliers without us being responsible for such non-delivery we are released from our supply obligations to the extent and for the duration of such disruption (*Selbstbeliebungsvorbehalt*) and may rescind from the relevant contract.

We will inform the purchaser without undue delay that the relevant supply is not available and will in case of a rescission of the contract refund any consideration already received under such contract for deliveries not yet undertaken without undue delay.

In case of events and circumstances for which we are not responsible or which are not within our reasonable control and in each case affecting us, our suppliers or affiliates (as defined in sections 15 et seq. of the German Stock Corporation Act (*AktG*)) we are released from our delivery obligations for the corresponding period on a scale commensurate with their effect on our delivery obligations.

As example, such events and circumstances are:

- a) all cases of force majeure such as war, natural disasters, accidents, riots, explosions, fires, negative weather conditions, floods;
- b) shortages of or inability to obtain (as and when required and upon our usual terms and from our usual sources of supply) suitable or sufficient energy, labor, machinery, facilities, raw materials, transportation, supplies or other resources or services;
- c) acts of authorities such as laws, regulations, orders, actions, national defense or security requirements;
- d) acts of third parties such as sabotage, terrorism, labor difficulties such as strikes or lockouts, injunctive reliefs, breach of obligations by our suppliers; or
- e) acts of purchaser.

In such cases, we will be entitled to delay the delivery accordingly or to cancel a contract partially or in full.

The purchaser may cancel the contract if, following his request, we fail to clarify whether we intend to cancel the contract or supply within an appropriate period.

In the case of orders to be fulfilled in the form of several deliveries, failure to comply with the supply obligation, defective or delayed delivery does not affect other deliveries under the contract.

If the quantities of product available to us are insufficient to comply with all our delivery obligations, we will be entitled to allocate our available supply among any or all purchasers, ourselves or our affiliates, in our sole discretion.

6. Warranty

The purchaser is required to subject the goods to a thorough goods acceptance inspection immediately upon delivery.

The purchaser shall notify us in writing of any apparent defects without undue delay after delivery, at the latest within 8 days from delivery.

The purchaser shall notify us in writing of any hidden defects without undue delay after discovery, at the latest within a reasonable period of time from delivery. Generally, shelf life of a product would be a reasonable period of time. However, this period of time ends at the latest within one year from delivery.

This written claim shall be made in such complete manner so that we are able to verify the validity of the complaint.

Purchaser's failure to provide such notice of a claim will be considered as his unreserved acceptance with the legal consequences of such an acceptance as stated in sec. 377 para 2 HGB.

Any measures we may take to reduce our losses cannot be considered as an acknowledgement of defects.

Our warranty obligation will initially be restricted to replacement deliveries or rectification of defects, at our option.

The purchaser has the right to request cancellation of the contract or a price reduction in the event of failure of the substitute delivery or rectification of defect.

We do not warrant, and shall have no contractual liability for, (i) merchantability and (ii) fitness for a particular purpose (even if we are aware of such purpose) other than that the product upon delivery to the purchaser at the delivery point shall meet the specifications under the contract documents.

As far as legally permissible, all statutory or customary warranties and liabilities shall be contracted out.

7. Damages

We, our legal representatives, employees and persons performing our obligations (*Erfüllungsgehilfen*) (each referred to as **Acting Person**) shall only be liable for statutory or contractual liability matters

- ⑩ for any breach of contractual obligations, the fulfilment of which makes the performance of the contract possible in the first place and upon whose fulfilment the contractual partner is entitled to regularly rely (**Essential Contractual Obligations**) (*Kardinalpflichten*), by an Acting Person,
- ⑩ in case of intent or gross negligence (*grobe Fahrlässigkeit*) by an Acting Person.
Our liability for simple negligence (*einfache Fahrlässigkeit*) in case of a violation of an Essential Contractual Obligation is
- ⑩ restricted to direct damages which were reasonably to be expected based on the circumstances known at the time of signing of the contract and
- ⑩ shall be limited to the purchase price of the specific delivery of the product supplied in respect of which damages are claimed provided this amount covers the foreseeable damage typical for a contract of this nature.

We will not assume liability for consequential losses of any type, in particular interruption of operations, loss of production and loss of sales or profit.

The foregoing limitations on liability do not apply to damage to life, body or health and not in cases of intent or gross negligence.

Purchaser's right to claim for damages shall expire 1 year from the commencement of the time limitation provided by law for the individual claim, except for cases where § 438 par. 1 No. 2 German Civil Code or § 634a par. 1 No. 2 German Civil Code provide for a longer time limitation, and provided that this time limitation shall not apply in cases of intent or gross negligence as well as cases of damage to life, body or health.

Our liability under the laws of product liability will remain unaffected from the limitations on liability set forth in this Section 7.

1. Payment terms

Our invoices are payable at 30 days from the date of invoice without discount –unless agreed otherwise.

Setoffs can be made by the purchaser only if they are undisputed or legally enforceable.

The purchaser has the right of retention only in respect of claims under one and the same contract.

Should the purchaser default in his payment obligation, we will be entitled to charge interest on arrears of 8% p.a. above the Central Bank base rate, subject to the assertion of further claims for damages.

Additionally, we will be entitled to withhold further deliveries under this or other contracts partially or in full and to require immediate payment for all deliveries made and advance payment for future deliveries.

2. Retention of title

Title to the goods will be transferred to the purchaser only on payment of all our receivables existing on the day of delivery.

However, the purchaser will be able to process or sell the goods subject to proprietary rights within the framework of a properly managed business operation subject to the following conditions; notwithstanding the provisions of section 950 of the German Civil Code, processing, as far as we are concerned, will be effected under the proviso that we acquire joint ownership of the processed product, our share being based on the ratio of the value of the goods subject to proprietary rights to the value of the processed product.

The purchaser herewith assigns to us, as a security, all future claims against third parties arising from the resale of the goods subject to proprietary rights in full and those arising from the sale of the processed products to a partial sum corresponding to our joint ownership share.

The purchaser is entitled to collect the sums of the assigned claims provided he has duly complied with his payment obligations to us.

We undertake to release the securities to which we are entitled under the above terms as an option when their value exceeds the secured claims by 25%.

3. Export Control

The purchaser shall not use, sell or otherwise dispose of any of the goods

- a) for the development or production of biological, chemical or nuclear weapons;
- b) for the unlawful manufacture of drugs;
- c) in violation of embargoes;
- d) in violation of any legal registration or notification requirement;
- e) in violation of EU- or UN-sanctions lists; or
- f) without having obtained all relevant approvals required under applicable laws and regulations.

Purchaser's failure to comply with the obligations set forth above shall entitle us to terminate the contract for good cause with immediate effect.

Our right to terminate shall be without prejudice to any other of our rights or remedies in respect of the breach.

The purchaser shall indemnify us against, and hold us harmless from, any claims, damages, costs, expenses, liabilities, loss or proceedings whatsoever arising out of, or in connection with, any breach by purchaser of its obligations set forth above.

4. Jurisdiction, legal status

The place of execution of our services, in particular the place of delivery, is the place from which the deliveries are effected.

The purchaser's place of execution, in particular the place of payment, is Munich.

The place of jurisdiction shall be Munich or, at our option, the purchaser's general place of jurisdiction.

Disputes between the contractual parties arising from and in connection with a delivery contract are subject exclusively to German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

Should a provision of these general conditions of sale and delivery be or become invalid as a whole or in part, the validity of the remaining provisions shall remain unaffected.