



## General Terms and Conditions of Sale

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### § 1 GENERAL PROVISIONS

1. The General Terms and Conditions of Sale (hereinafter referred to as the GTCS) specify and set forth the rights and obligations of the parties to contracts of sale and delivery of goods and services offered by the company under the business name of **Piast Agro Sp. z o.o.** with its registered office in 32-852 Dębno, Dębno 400, registered at the National Court Register under KRS 0000931099 (hereinafter referred to as the Seller).
2. The General Terms and Conditions of Sale shall constitute an integral part of all contracts of sale concluded with and by the Seller.
3. Unless the Parties explicitly agree in writing, no general terms and conditions, contracts or any similar documents of the Buyer shall apply to contracts of sale entered into by the Parties.
4. Should there be any discrepancies between the contractual terms and conditions agreed by the Parties in writing and the GTCS, the terms and conditions of sale agreed upon contractually by the Parties shall apply within the scope in which they differ from the GTCS.
5. Any exceptions from the application of these General Terms and Conditions of Sale shall be made in writing, otherwise such exceptions shall be deemed invalid. Provisions of a separate contract of sale shall replace provisions of the GTCS only within the scope in which contractual provisions differ from the GTCS.
6. The GTCS are available for the Buyer prior to entering the contract at the Seller's headquarters and published at the Seller's website [www.piastragro.pl](http://www.piastragro.pl).

### § 2 DEFINITIONS

For purposes of the GTCS, the following terms shall have the following meanings:

1. Seller – Piast Agro Sp. z o.o., Dębno 400, 32-852 Dębno, Poland  
KRS 0000931099, VAT: PL8692002946
2. Buyer – a legal person, an organisational unit without legal personality or a natural person running a business.
3. Payment date – the day on which payment for the goods or services becomes due.
4. Products – movables, products or services; goods to be sold as per the contract of sale between the Seller and the Buyer.
5. Order – a purchase offer made by the Buyer in writing and delivered to Seller in person, by post, courier, fax or e-mail, containing at least: Product name, quantity, Buyer details necessary to issue VAT invoice, company data, contact details, date, place and manner of collection of ordered goods.
6. Confirmation – a declaration made by the Seller and submitted to the Buyer in writing about acceptance of the Order upon its receipt, specifying at least the Product price, total value of ordered Products, delivery / pick-up date, place and details, as well as payment terms.



**§ 3 CONCLUSION OF CONTRACTS**

1. Information about goods and services presented on the Seller's website, in catalogues, brochures, leaflets and other advertising materials, even if accompanied by a price, shall not constitute an offer within the meaning of the Civil Code. It is for advertising and information purposes only.
2. The Seller shall reserve the right to alter, at any time, technical parameters and Product(s) specifications presented and described in Seller's catalogues and advertising materials.
3. Presence of the Product in a catalogue, price list or other advertising materials does not guarantee its availability.
4. Any assurances, warranties, promises and amendments to the contracts of sale made orally by employees of the Seller regarding an offer or a contract of sale shall not be binding for the Seller.
5. The Seller shall submit an offer to the Buyer in writing.
6. The Order needs to be placed by an authorised representative of the Buyer as per data available in respective registers or by a person who has been authorised in writing by the Buyer to place purchase orders on their behalf. Otherwise, the Buyer needs to provide the Seller with a list of persons authorised to place purchase orders on their behalf before the first Order is placed or prove in another way that the specific person is authorised to place purchase orders.
7. In order for the contract of sale to be entered into, the Buyer shall place their Order and the Seller shall confirm the order in writing (by e-mail, fax or letter). Such written confirmation shall mean the order has been successfully received and accepted. Having the Order placed by the Buyer does not mean the Seller accepts it, nor does a lack of response constitute a tacit approval of the Order.
8. The Order placed by the Buyer needs to include the following information:
  - a) Buyer's name and address;
  - b) VAT / TAX ID number or its equivalent;
  - c) indication of offer number if the Order is placed based on a specific offer made by the Seller;
  - d) Product(s) trade name(s) or code(s) (from the offer);
  - e) quantity / number of ordered Product(s);
  - f) date, place and details of delivery / pick-up.
9. Cancellation of the Order by the Buyer is only possible under exceptional circumstances after prior written agreement of cancellation terms made with the Seller. The Seller reserves the right to charge the Buyer with real and actual cost incurred up to the moment of cancellation, not exceeding the value of the Order.



**§ 4 PRICE**

1. Product price shall always be specified in the offer or in the contract of sale. In case of discrepancies, the price specified in order confirmation shall always be deemed final.
2. Prices are always given as ex VAT (excluding VAT) and, if applicable, VAT shall be added as per rates applicable on the day the invoice is issued. Should there be no other arrangements, delivery terms are EXW (INCOTERMS).

**§ 5 PAYMENT**

1. The Buyer shall be obliged to pay the full amount resulting from the purchase of the Product(s) in accordance with the payment terms. The Buyer shall become the owner of the goods once the invoice amount is paid in full as per art. 589 of the Polish Civil Code. Goods can be reclaimed from the Buyer by the Seller if the invoice is not paid on time and in full.
2. The payment shall be made as a bank transfer to the account indicated on the Seller's invoice or in another way as agreed in the offer or contract of sale.
3. The effective date of payment made by the Buyer shall be the date on which the amount due credits the Seller's bank account indicated on the invoice or the date on which payment in cash was made.
4. In the event of a delay in payment, the Seller shall be entitled to charge statutory interest for each day of the delay, as well as to require an advance payment for Product(s) from the already accepted following Orders.
5. If the Parties have agreed on partial payments, lack of timely payment of one of the part payments shall result in the whole remaining amount becoming due and payable.
6. Lack of payment within the payment terms specified on the invoice shall authorise the Seller to cease deliveries of Product(s) and put on hold already accepted orders, also those related to Product(s) for which the payments are not yet due. The Seller may require an advance payment for a new order from a Buyer who is deemed to be in arrears or who fails to pay invoices on time. Full responsibility for ceased deliveries of Product(s), including warehousing and insurance costs shall be borne by the Buyer.
7. Filing a complaint shall not release the Buyer from the obligation to pay for the Product(s) within the set deadline.
8. Unless the Parties have agreed otherwise, payment for the Product(s) shall be made without any deductions or set-off.



**§ 6 DELIVERY AND TRANSPORT**

1. The cost and risk of transporting the Product(s) shall lie with the Parties as per INCOTERMS rules.
2. The Buyer shall ensure presence of a person authorised to receive the goods on their behalf in the agreed place on the agreed date and time. Refusal to accept the Product(s) or absence of an authorised person shall not release the Buyer from the obligation to pay for the Product(s). It shall be presumed that the person receiving the delivery at the Buyer's place of business is authorised to do so.
3. Delivery times agreed by the Parties may change due to events for which the Seller bears no responsibility.
4. Should the Buyer postpone the agreed delivery date or refuse to receive Product(s), the Seller shall be entitled to charge the Buyer with transport and storage cost equal to 0.1% of the sales value per each day of storage.
5. Should the Buyer delay the delivery or collection of goods from the Seller's warehouse by more than 7 (seven) calendar days, the Seller shall request the Buyer to collect the Product(s) within 7 (seven) calendar days from the date of delivery of such request to the Buyer. The same shall apply if the Buyer fails to collect the Product(s) on the agreed date in the agreed place.
6. After an ineffective expiration of a term indicated in art. 5 above, the Seller shall be entitled to have the Product(s) stored or store it in their own warehouse at the Buyer's expense and risk. Compensation for groundless storage of uncollected Product(s) shall be set as 500 (five hundred) PLN per each day of storage. Nevertheless, the Seller, at their own choice, shall also be entitled to withdraw from the delivery in part or in full and sell the Product(s) in part or in full to a third party, which shall not exclude Seller's right to compensation claims from the Buyer.



**§ 7 LIABILITY**

1. The Buyer shall be obliged to check the delivered Product(s) upon their receipt without undue delay (i.e. at the latest at the end of the first working day following the delivery) and verify whether the delivery is in accordance with the order in terms of:
  - its condition,
  - quantity and type of Product(s).The Buyer shall also be obliged to report their objections within this scope to the carrier and the Seller in form of a discrepancy report signed by the Buyer and the carrier, submitted at the latest at the end of the first working day following the delivery. Such a report should be provided to the Seller in writing. The Seller shall reserve the right to perform a quality control of the reported damage at the place of delivery. Should there be no annotations on the waybill or no discrepancy report has been drawn up, the Seller shall not be held liable for defects or improper quantity.
2. The Seller shall have 14 (fourteen) calendar days, counting from the delivery date, to identify potential discrepancies of the delivered Product(s) in terms of:
  - quality of delivered Product(s),
  - completeness of quality documents regarding the said delivery.The Buyer shall also be obliged to report their objections within this scope to the Seller in form of a discrepancy report. Such a report should be provided to the Seller in writing. The Seller shall reserve the right to perform a quality control of the reported issues at the place of delivery.
3. Should the Seller be unable to fulfil their contractual obligations due to force majeure or delays caused by the Buyer, the latter shall have no claim against the Seller with regard to redressing the damage caused by not fulfilling or untimely fulfilment of contractual obligations of the Seller. Force majeure circumstances shall include, inter alia, the following events: fire, flood, strikes, embargos, currency transfer restrictions, energy restrictions, transport restrictions and delays, wars (also undeclared), epidemics, legal restrictions, delays and restrictions at border crossings. The Seller shall be obliged to notify the Buyer of a force majeure event within 2 (two) working days from the date of its occurrence.
4. Should customs fees, taxes or other fees be imposed on the Product(s) that were not in force on the day the contract was concluded or on the day the offer / order was accepted, the Seller shall be entitled to a unilateral price increase so that these additional fees are reflected in the product price. The Seller needs to inform the Buyer when such an increase occurs.
5. Provisions of a contract of sale as accepted by the Buyer and provisions of the GTCS shall define Seller's responsibility and replace all other warranties: statutory, express or implied. Warranty for defects is excluded.
6. In any case, regardless of cause or subject matter of a claim, Seller's liability for damages caused by defective Product(s) shall be limited to actual loss and its amount may not exceed the value of a given delivery. The Seller shall not be held liable, whether in contract, tort or otherwise, for any special, indirect, collateral or consequential damages, including lost benefits of the Buyer or a third party, except for liability for intentional damage by the Seller.



**§ 8 PERSONAL DATA**

1. By accepting the GTCS, the Buyer agrees to the processing of their personal data by the Seller and other entities acting on behalf of the Seller both domestically and abroad in connection with contracts of sale of Product(s) offered by the Seller.
2. The Seller shall have the right to store and process personal data of the Buyer in order to execute the contract of sale.
3. The Parties mutually declare that during the contract execution personal data shall be processed in accordance with provisions of General Data Protection Regulation (GDPR).

**§ 9 FINAL PROVISIONS**

1. The GTCS shall be subject to Polish law.
2. Disputes arising from the GTCS should be brought before the court having jurisdiction over the Seller's registered office.
3. Should contracts and GTCS be drawn up in languages other than Polish, the Polish language version shall prevail in the event of a dispute.
4. Should one of the parties change their mailing address, the other party should be notified without delay. Until that happens, all notifications and other correspondence sent to the previous address shall be deemed successfully delivered no later than 7 days after it was sent even though it has not actually been delivered to the other party due to lack of information about change of the mailing address.
5. To all matters not settled herein, provisions of the Civil Code shall apply.
6. Should individual provisions of the GTCS be declared void or invalid, the remaining provisions shall remain in force.
7. Without the Seller's consent, the Buyer shall not have the right to share knowledge and information that is considered trade secret and obtained as a result of business relationship with the Seller with third parties.
8. During the contract period and once the contract has been executed, the Buyer shall not disseminate, disclose and make use of such information that is not considered the Buyer's trade secret but it may be assumed that its dissemination, disclosure and use may tarnish the reputation of the Seller or be detrimental to them in any way.