



GENERAL DELIVERY TERMS AND CONDITIONS **of the company AGROTIM SP. Z O.O. [Ltd.]**

1. GENERAL PROVISIONS

1. General Delivery Terms and Conditions (hereinafter referred to as the GDTC) [in Polish - OWD] apply to contracts for the purchase of Goods concluded by AGROTIM Sp. z o.o. [Limited Partnership] (hereinafter referred to as the Buyer) from contractor/s (hereinafter referred to as the Supplier/s), with their seat on the area of the single/internal market which shall comply with the corresponding requirements set out in the EU law.
2. "The Buyer" - AGROTIM Sp. z o.o. Limited Partnership, with the registered office in Kietrz, at 62 Mickiewicza Street, 48-130 Kietrz, entered in the National Court Register of Companies [Polish KRS] held by the District Court in Gliwice, the 10th Economic Division, under the number: KRS 0000549834 VAT number: 639-200-76-31, REGON no. 361084247, with the initial capital in the amount of 5 000,00 PLN.
3. "The Supplier" - the contractor which sells and supplies goods.
4. "The Parties" - the Buyer and the Supplier.
5. In the event the Parties agree on separate set terms and conditions different than the provisions of these GDTC, they shall be applied only when confirmed by the Buyer in writing.
6. Shall the particular provisions in these GDTC became ineffective or inexecutable, the rest of the terms and conditions stipulated in these GDTC remain in force.
7. The contract is concluded by placing an order by the Buyer and its acceptance by the Supplier, which shall be confirmed in writing, by fax or e-mail by the Supplier, unless otherwise agreed by the Parties.
8. In the event the Buyer places an order and does not receive its acceptance in writing from the Supplier, by fax or e-mail within 2 (two) days from the date of its placement, it shall mean the Supplier does not agree to conclude a contract upon the placed order.
9. To Buyer reserves the right to terminate the contract within 3 (three) days from the date a written confirmation/acceptance of the contract by the Supplier was received by the Buyer. The Buyer does not have the right to terminate the contract in the event the contract has been executed upon the Buyer's written agreement before the 3-day period mentioned above expires.
10. The conclusion of a contract shall mean that the Supplier declares having read and understood the stipulations of the GTCS and agrees to its inclusion into the contract. These GDTC shall bind the Supplier as of the day the Supplier receives them or the moment there is a possibility to read them, whichever first occurs.
11. In the event the Buyer provides the Supplier with these GDTC before the first contract is concluded they shall be considered applicable and binding in the case of any future/consecutive orders and contracts concluded between the Parties. The realization of the order shall be understood to mean that the Supplier has read and understood the stipulations of the GTCS and agrees to be fully bound by them. The Supplier is obliged to sign the GDTC and send it to the company Agrotim Sp. z o.o.; the Supplier's failure to do so shall not cause the GDTC to be legally ineffective.
12. These GDTC can be obtained [by general public] from the following website and from the Buyer's office.



2. DELIVERY TERMS AND CONDITIONS

1. Delivery terms and conditions are determined in the GDTC which constitute an integral part of every offer and commercial contract concerning deliveries in current and future commercial transactions between the Parties, subject to paragraph 1, sub-par. 2. In the event the Parties concluded a written contract, the range of the provisions not settled in the contract shall be subject to these GDTC's terms and conditions.
2. The Buyer shall place its orders in accordance with the Supplier's current offer. The orders may be placed in any form, including e-mail, written form or by fax. The order placed by the Buyer shall indicate at least the assortment/kind of Goods, the ordered quantity, the price, the kind of packaging and the delivery place and date.
3. The Supplier duly declares that the Goods being delivered are its property and are not subject to the rights of the third party.
4. The Goods shall be delivered to the Buyer within the period of time guaranteed by the Supplier in its offer concerning the given Goods, as of the day when the order was placed.
5. Upon the Parties' mutual agreement made in their contract, the shipping of the Goods can be executed as a single delivery or split into several deliveries which may correspond to the part, the whole or to several orders.
6. The Supplier delivers the Goods to places indicated in the order within the area of Poland at its own expense and risk, on the date indicated in the order and at the time agreed upon with the Buyer.
7. The Supplier bears responsibility for a suitable protection of the Goods against damage while being shipped and unloaded. The packaging shall conform to the type of Goods and the kind of shipment applied at delivery. The Supplier shall be responsible for any damages or destruction of the Goods caused by the packaging which is faulty or not conformable.
8. The Buyer shall not be obliged to accept the delivery of Goods whose packaging indicates the possibility of their damage or discrepancy as for their quantity.
9. In the event there is no possibility to realise an order by the Supplier on objective grounds, within the time limit determined in the order (either in whole or in part), the Supplier shall immediately, and within 24 hours at the latest before the agreed delivery date and time, inform the Buyer by fax or e-mail about the new delivery date and time. The above requires express consent of the Buyer. Shall the Buyer refuse to agree, it reserves the right to terminate the contract in whole or in part, notwithstanding the other formal powers resulting from the GDTC. The herein stated does not exclude the Supplier's liability in the case of possible damages borne by the Buyer in consequence of concluding a contract.
10. The Goods shall be delivered in accordance to specification stated in the order, binding standards and provisions as for quality, marking and packaging, which shall be proved in necessary documents and certificates provided by the Supplier and which accompany the delivery of the purchased Goods. In the absence of the required documents, the delivery shall be deemed to be incompletely realized, which may cause the refusal of its receipt.
11. In the event of a failure in delivery of the abovementioned documents together with the given Goods at the time they are delivered or the fact these documents are completed in a wrong way which induces a delay or additional costs including storage costs, the Supplier shall be charged with damage costs and charges incurred in such a case.
12. The title of property to the Goods passes onto the Buyer upon their delivery to the place determined in the order and the Goods' receipt by the Buyer. The receipt of the Goods follows directly their unloading in the place specified in paragraph 2, sub-par. 2 and 6 of these GDTC and shall



be confirmed by the Buyer by signing the delivery documents (DELIVERY NOTE – in Polish WZ) and/or the waybill/shipping document.

13. In the event the Buyer refuses to accept the Goods, the Supplier is obliged to collect such Goods immediately from the Buyer. In the event the Supplier fails to collect the Goods within 2 (two) days, the Goods shall be stored by the Buyer at the Supplier's expense, and the Supplier shall be obliged irrevocably, unconditionally, upon the Buyer's first request and to its benefit, to pay the contractual penalty in the amount of 10% of the value of the batch/lot which is defective, for each day of delay, despite the fact that the Buyer has suffered loss and despite its amount. In the case described herein the Supplier is obliged to deliver to the Buyer immediately (i.e. not later than within 24 hours on business days), at the Suppliers' expense and risk the same but defect-free Goods. The above obligation to deliver the Goods to the Buyer at the Supplier's expense and risk ceases to apply in the event the Buyer terminates the contract of sale.
14. In the event of the breach in the delivery due date and time of the ordered Goods or part thereof, the Supplier shall be obliged irrevocably, unconditionally, and upon the Buyer's first request, to pay the contractual penalty in the amount of 10% of the gross value of the given order for each day of the delay, apart from its obligation to remedy the Buyer's damage. The contractual penalty shall be charged separately for each batch/lot/part of the Goods, regarding which the Supplier has not met the delivery date and time agreed on in the given order.
15. If the Goods delivery is delayed and does not meet the agreed delivery date and time, then without prejudice to any other rights and remedies to which the Buyer is entitled, the Buyer reserves the right to:
 - a. terminate the contract in whole or in part, within 30 days from the date the Order was placed.
 - b. refuse to receipt any further deliveries of Goods, which the Supplier attempts to realize,
 - c. request from the Supplier to reimburse for all reasonable expenses incurred by the Buyer, in order to purchase supplementary goods from the other supplier,
 - d. require the Supplier to indemnify for additional costs, loss or expenses incurred by the Buyer and the resulting from the Supplier's failure to deliver Goods on the agreed date and time, and
 - e. request to pay additional compensation as the contractual penalty in the amount of 30% of the value of the Goods which were not delivered.
16. The breach in the delivery due date and time, mentioned in paragraph 2 sub-par 14 of these GDTC, shall be understood to mean both failure to deliver the ordered Goods to the Buyer until the agreed delivery date and time and a delivery of the Goods in smaller quantity than ordered by the Buyer. The delay shall be measured as of the day immediately following the agreed delivery date till the date of delivery of the missing Goods (defect-free goods) to the Buyer or till the date the missing part of the Goods is delivered to the Buyer.
17. In the event of a delay longer than 2 (two) days, the Buyer shall be entitled to reject the given batch/part/lot of the Goods, to refuse to pay the price and to send the Goods at the expense and risk of the Supplier, and the Buyer shall retain the right to demand payment of the contractual delay penalty.
18. With the conditions of paragraph 2, sub-par. 14-17 being fulfilled, the Buyer shall be entitled to terminate the contract with immediate effect within 30 days from the date the contract was concluded and to demand payment of the contractual penalty in the amount equal to the value of the Goods which were not delivered or remain to be delivered upon the given contract.
19. The contract termination notice shall be sent to the Supplier's address within 30 days from the moment the Buyer discovers the existence of conditions stated in paragraph 2, sub-par. 11-14.
20. Contractual penalties or/and compensation which are mentioned herein may be deducted from the Supplier's due payment, to which the Supplier hereby agrees.



21. The Buyer is obliged to return empty returnable packaging and their state shall not be worse than fair wear and tear, only upon the express written request from the Supplier, stated in the confirmation of the order, or otherwise the property title to the returnable packaging passes onto the Buyer upon delivery. The provisions herein do not concern the EPAL Euro pallets which are subject to exchange.
22. The Supplier shall not pass its right to realise the given order for the Goods onto the third party without prior consent from the Buyer.
23. The Supplier is liable for damages which arise from defects in the Goods caused by faulty/not conformable packaging or the lack of suitable protection while the Goods are being shipped.
24. The Supplier shall bear responsibility for all damages resulting from any late delay, loss or damages caused by inappropriate markings, packaging or shipment identification.
25. The delivery of the ordered Goods shall be deemed to be duly executed in reference to the fulfilment of the delivery terms and transfer of the risks of accidental loss or damage to the Goods from the Supplier onto the Buyer upon the Buyer's receipt of the Goods (defect-free) with all documents evidencing such a receipt in the agreed place.

3. THE QUALITY OF GOODS, LIABILITY

1. The Goods shall conform to general quality standards and also the binding ones in the case of marking, upon current provisions, and they shall conform to the requirements stated in the order. The Goods shall accord with the specification of the delivered batch/part/lot, attached to the documentation of every delivery and also send by e-mail to the following address:
t.katolik@agrotim.eu
2. The specification shall determine at least: the used-by date of every batch/lot. The minimum-shelf-life/expiry period shall begin on the date of an actual delivery and shall not be shorter than 80% of the use-by date (the period which begins on the day the Goods were produced) given in specification (certificates).
3. With each delivery the Supplier is obliged to submit: sanitary certificates, HDI certificates and certificates attesting that the Goods may be bought, sold and traded within the EU, which are required with each delivery.
4. While being shipped the Goods must be kept in suitable temperature, according to the accepted standards.
5. The Buyer shall be entitled to check the temperature level register/documentation in the motor vehicles delivering the Goods, in the event the Buyer discovers that the temperature maintenance has not been observed/kept during transport, provisions stated in paragraph 2, sub-par. 14 shall be applied.
6. The Supplier shall bear responsibility in case of pledge for the Goods' faults upon the terms and conditions determined in the civil code.
7. The counterpart/business party shall be liable for the truth of the Contract declarations and shall ascertain they are not stale dated. In the event that, due to the fact that some of the Supplier's declarations are found untrue or stale, any claims are made against the Buyer's Recipient or the Buyer by the third party, any charges or penalties are required, and also if any legal, extrajudicial or administrative proceedings are thereby initiated against the Buyer's Recipient or the Buyer, the Supplier shall be irrevocably and unconditionally obliged, upon the first notice from the Buyer's Recipient or the Buyer, to:
 - a) provide the Buyer's Recipient or the Buyer with all information, explanations and documentation related to the given Goods required in such proceedings, at the Supplier's expense,



- b) enter the proceedings on the side/in order to defend the interests of the Buyer's Recipient or the Buyer, at the Supplier's expense,
- c) cover/reimburse the Buyer's Recipient or the Buyer or the other entity's all costs, the Buyer's Recipient or the Buyer are obliged to pay due to such events, including in particular any fines imposed on the Buyer's Recipient or the Buyer government and public agency charges and all costs incurred by the abovementioned entities/parties, including in particular the costs of legal assistance and legal representation, which does not exclude in such cases the possibility for the Buyer to seek compensation under common law.

4. COMPLAINTS

1. All claims concerning quantity discrepancy, quality, loss, damages or late delivery shall be prepared in a written form and sent by registered mail, courier mail, e-mail or fax.
2. If the delivered Goods does not accord with the terms and conditions of the contract, the Buyer may demand from the Supplier to lower the price. If a quality defect is discovered, the Buyer shall return the Goods at the Supplier's expense, and the Supplier shall be obliged at the Buyer's sole discretion to either deliver defect-free Goods covering all related costs or reimburse the price paid by the Buyer for the Goods which were complained about, as well as to remedy all loss-based damages and costs incurred by the Buyer, including the costs incurred due to faulty Goods.
3. In the event a quality related complaint is not recognized by the Supplier within 7 days from the date of a notice of defect, the contested batch/lot/part of the Goods (or its samples) shall be sent to the independent laboratory agreed on by the Parties, in order to carry out tests being the quality assessment basis. Such assessment conducted by the independent laboratory's shall be binding on the Parties, and the costs of its execution shall be covered by the Party whose stance in the dispute occurred to be unsubstantial/unjustifiable. Unless the Parties agree on the chosen independent laboratory, the right to select such a laboratory rests with the Buyer.
4. If the laboratory confirms quality defects of the contested Goods, the Buyer shall be entitled to terminate the contract with the immediate effect in the part concerning the Goods in question or all the ordered Goods.

5. TERMS OF PAYMENT

1. The Buyer shall pay the Supplier the sale price for the Goods upon the offer, on basis of which the Buyer placed its order, unless otherwise agreed by the Parties. A correct VAT invoice (meeting statutory or legal requirements) issued by the Supplier and delivered to the Buyer constitutes a base for due payment.
2. The VAT invoice shall be issued giving the payment due date agreed on by the Parties. The due payment for the price shall be forwarded to the bank account indicated in the VAT invoice or by cash.
3. Invoices which do not correspond to the requirement determined herein, shall be sent back and not put into the books and the due payment period shall be extended by the period equivalent to that which elapses from the date the correct invoice corresponding to the requirements stated in these GDTC has been received.
4. The date of the payment shall be deemed to mean the day on which the payment to the Buyer's bank account has been confirmed.



5. If it is discovered that the delivered Goods are inconsistent with the order or there are defects in the Goods, the Buyer suspends the payment for such Goods till the complaint is considered by the Supplier. Within such a period of payment suspension, the payment due date for the Goods is suspended, and the Supplier is not entitled to charge interest on late payment.

6. THE CONFIDENTIALITY

1. All information obtained by the Supplier with reference to the order being realized, and particularly all trade information/data concerning the Buyer which was not made public, shall be considered by the Parties as confidential and as such shall not be revealed to third parties.

7. THE FORCE MAJEURE

1. Unless the Parties agree otherwise in the order, in the event of the Force Majeure the following provisions shall be applied.
2. Force Majeure shall be understood to mean any external conditions and circumstances beyond the Parties' control, which are not possible to be predicted by either of the Parties, and have a substantial influence on the order realization, and particularly the following ones: fires, floods and other natural disasters making the transport very difficult, atmospheric phenomena, disasters, wars, strikes, riots, demonstrations, epidemics, embargos, pauses or shortage in energy supplies, circumstances directly attributable to the carrier/shipping agent, the administrative restrictions concerning trade or shipping, legislative changes and other similar circumstances.
3. Neither Party shall be liable for the non-execution or breach to its liabilities deriving from the order, in such a part in which their execution is impossible because of the Force Majeure which appears after the day the order was deemed to be effective.
4. Shall either of the Parties acknowledge that some circumstances of the Force Majeure have appeared which can affect the execution of its liabilities, it shall inform the other Party about this immediately.

8. PERSONAL DATA PROTECTION

1. The Buyer shall be the Supplier's Personal Data Administrator. The Buyer gathers and stores personal data of the Supplier and its representatives and the persons responsible for the Supplier's liabilities upon art. 23 par. 1 sub-par. 1 and 3 of the Act on personal data protection in order to conclude and execute the Contract (including the issue of VAT invoices and preparing financial statements), and upon the agreement obtained from the Suppliers and their representatives and persons responsible for the execution of the Supplier's contract liabilities, on the right to access and correct personal data, on the right to control personal data processing and that the administration of personal data is voluntary, whereat it is necessary in order to execute the contract properly.



9. FINAL PROVISIONS

1. These GDTC shall be in force since the day of 01 January 2017. The GDTC are subject to change. Orders placed before the date of the introduction of changes to these GDTC are realized upon the terms and conditions binding on the day when the order for Goods was placed.
2. The Parties are obliged to inform each other about any changes in their seat or place of residence and posting address or otherwise the correspondence sent to the address which had been previously indicated shall be deemed to have been effectively delivered.
3. Any changes and supplements introduced in the contracts require a form which corresponds to the form in which a contract was concluded.
4. The Parties shall encourage to reach amicable settlement of any disputes which may arise from or in connection with the execution of the contracts concluded and based upon the terms and conditions stipulated in these GDTC. Disputes which cannot be resolved amicably shall be settled by the competent court with jurisdiction at the registered seat of the Buyer, and by Polish law.
5. These GDTC and any changes made herein, are also published in the electronic version on the Buyer's website and this version is possible to be downloaded by the Supplier, to be stored and accessed in the normal course of events.
6. These GDTC were prepared in Polish. In the event the Supplier translates them into another language and in case of possible discrepancies between both language versions, the Polish version of the GDTC shall be applicable and binding.