



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

1. GENERAL PROVISIONS

1. These General Terms and Conditions of Sale (hereinafter referred to as the GTCS) apply to contracts for the sale of goods concluded by the Buyer (an entrepreneur) with the Seller – AGROTIM Sp. z o.o. [Limited Partnership]
2. “The Seller” - 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 Buyer” - the contractor purchasing products.
4. “Payment due date” - the day on which a payment for goods is due i.e. the day specified in the contract or in the invoice.
5. The GTCS does not apply to consumers.
6. The Buyer is obliged to read and acknowledge the provisions in these GTCS yet before agreeing on all particular and essential parts of the contract, but not later than at the moment the contract is being concluded.
7. The GTCS are available in the Seller’s office and on the following website.
8. In the event the Buyer remains in constant business relationship with the Seller, then should the Buyer accept and acknowledge the GTCS at one transaction, and expresses no reservations as to their provisions, it shall mean accepting the GTCS conformity at any other contract of sale concluded between the parties.
9. On placing an order the Buyer declares having read and understood the stipulations of the GTCS and agrees to be bound by them.
10. Announcements, advertisements, price lists and other information on Goods sent by the Seller (via e-mail or published on the website) are not to be considered an offer, but constitute an invitation to negotiate.
11. The price is the amount accepted by the Seller and quoted in Polish zlotys (PLN) or in other currency which the Buyer is obliged to pay for the ordered Goods. If an offer is placed in a foreign currency, and the payment is to be made in Polish zlotys, the amount is converted into PLN according to the exchange rate at which the Seller was obliged to pay its Supplier for the Goods.

2. PLACING ORDERS AND THEIR REALIZATION

1. The condition upon which the contract shall be concluded is that the Buyer places an order which is confirmed in writing (- or via e-mail, or fax) by the Seller. The order shall be sent by the Buyer to the Seller in writing by post, fax or e-mail. The Buyer may also submit an order by phone, however, in such a case, the Seller does not bear responsibility for possible errors which can arise in consequence of misunderstandings while communicating through such a channel. In order to be bidding, the orders placed through the phone require the written confirmation sent by the Buyer by e-mail or fax.



2. On the receipt of an order, the Seller shall send a written confirmation by post, fax or e-mail to the Buyer stating that the said order was accepted, only then such an order is to be considered as acknowledged. The only circumstance such a written confirmation is not required, is when the Seller and the Buyer remain in permanent business cooperation, and then the fact of the order's acceptance is its actual realization. Permanent business cooperation shall be understood to mean placing at least the second order.
3. Subject to exceptions stipulated in these GTCS, since the moment the order is acknowledged by the Seller, it must not be cancelled without the Seller's agreement. In the event the Buyer intends to cancel its order, it shall bear all costs already incurred by the Seller in connection with the accepted order and its preparation.
4. An order should bear at least: the Buyer's data (name of the company/firm, its address, VAT number, phone number), the quantity and the kind of ordered Goods, a preferred date and conditions of the Goods receipt (delivery). The Seller reserves the right to cancel an order in the event there is no contact with the Buyer.
5. Orders are accepted from Monday through Friday, from 8:00 to 16:00.
6. The subjects of the contracts of sale are the Goods which are currently offered by the Seller or the ones brought in by the Buyer's special order. Some of the offered Goods can be out of the Seller's stock. Upon the terms provided below in sub-paragraph 7, in the case of ordering Goods which are not in stock, the Seller shall inform the Buyer about their unavailability and give their estimated delivery time. The above complies also to the Goods which are available only by special order.
7. If the Parties do not decide otherwise, the order's realization period is from 7 to 14 business days since the day the Seller received the order. Delivery of Goods by the Seller is executed subject to timely and proper internal delivery. In the case the ordered Goods are not in stock, the Seller shall inform the Buyer by e-mail or fax, within 7 working days since the day the order was placed, about the estimated availability time/date concerning these Goods. If, within two days, the Seller will not receive a statement from the Buyer by fax or e-mail saying that the Buyer does not accept these conditions, it shall be deemed that the Buyer agrees to conclude a contract on these conditions.
8. If the delivery time is prolonged or changed by the Buyer or in the case the Goods are not accepted by the Buyer, the Seller has the right to charge the Buyer with transport and storage costs in the amount of 0,1% to 5% of the Goods' value - depending on the shelf-life of the Goods, for each day the Goods are stored.
9. The Seller at its own discretion, reserves the right to suspend the realization of the order in full or in parts, or to renounce from the realization of the further part of the order in full or in parts, in the event:
 - a) the Buyer delays in performing any payment due for the delivered Goods,
 - b) the credit limit established with a given Buyer was exceeded (credit limit i.e. the Seller's receivables/liabilities limit to the Buyer increased by the value of the acknowledged orders, interests and recovery charges),
 - c) the Seller may exercise its right to renounce from the contract within 180 days since the day the Goods were ordered.
10. In the event it is feared that the Buyer will not meet its obligations in time towards the Seller, the Seller shall be entitled to suspend the realization of the Goods' delivery and to refuse any new orders till the Buyer establishes suitable protection and guarantee for its payment liabilities.



11. The suspension of the Goods' production, the change in their essential parameters or the problems with the Seller's internal delivery shall entitle the Seller to terminate the contract within 40 days from the date the contract of sale was concluded.

3. RECEIPT, DELIVERY AND TRANSPORT OF THE ORDERED GOODS

1. The Goods' delivery type and manner (personal collection, delivery by the Seller) shall be determined by the Buyer each time while placing an order. Personal collection of the Goods by the Buyer should be executed by the Buyer's representative, providing the written authorization to collect Goods issued by the person/persons authorised to represent the Buyer – or the Goods shall not otherwise be released/issued and the Buyer shall be charged with the costs of the repeat preparation of the Goods for delivery.
2. The Buyer can arrange delivery of the Goods for the Seller – payable separately. In that case the Seller can use its own transport or order transport at a shipping company at the expense and the risk of the Buyer.
3. The risk of loss of or damage to the Goods passes from the Seller to the Buyer at the moment of the Goods release/issue or at the moment of the Goods release/issue to the transport agent/courier, if transport is performed by a professional shipping company.
4. In the event the Seller provides transport of the ordered Goods:
 - a) their release/issue is in the place indicated by the Buyer, whereat the unloading rests with the Buyer who bears full responsibility for it and covers necessary costs, and it is also obliged to check the loaded Goods are correct and complete, and to collect all shipping documents.
 - b) a driver has the right to refuse driving to the unloading site, if there is a danger the means of transport or the carried Goods may be damaged. In this event the driver shall demand from the Buyer its written statement on taking full legal and material responsibility and liability for possible damages. In the event the Buyer refuses to provide such a statement the Goods shall be considered as having reached the indicated place in due time.
5. The Seller does not bear responsibility for damages resulting from faults in shipment or its delay (including loss, lost gains/business interruption) caused by actions or the faults of the logistics provider.
6. All packaging, apart from single pallets, shall be returned or the Buyer shall otherwise be charged with costs of this packaging. If the Buyer fails to return packaging within 30 days from the Goods' delivery date, the Buyer shall pay the Seller the contractual penalty according to the Seller's price list for each breach of a duty to return packaging in time.

4. COMPLAINTS [as for the Goods]

1. The receipt of the Goods should be made in the presence of the Buyer or its authorized personnel and in the presence of the courier/shipping agent (or the driver performing the Seller's transport) or the person authorised in writing by the Seller.
2. The Buyer is obliged right after it receives the Goods to check their conformity with the order. The Buyer is obliged to check particularly: the state of the Goods, their quality, quantity, and assortment. Discrepancies in quantity and visible faults in quality shall not be taken into account after the Goods' receipt/acceptance. In case of detected deficiency in or damages to the Goods -



the Buyer is obliged to report these in writing and confirm it with the signature of a courier/shipping agent (or a driver performing the Seller's transport) or the Seller's representative, and to notify the Seller about defects or damages of the Goods on the day immediately following delivery - or otherwise any claims against the Seller shall be deemed waived.

3. In the event some hidden qualitative defects/faults are detected in Goods being a subject of the contract, the Buyer is obliged to inform the Seller about them immediately, in writing, not later than 2 days since such defects/faults had been discovered, however not later than 14 days from the day of delivery, or otherwise any claims against the Seller shall expire.
4. The Buyer cannot refuse to accept all ordered Goods if quantitative discrepancies or damages are discovered only in some part of the Goods.
5. The Buyer is obliged to transport and store the Goods maintaining proper conditions provided in Polish Standards/Provisions.

The Seller shall have the right to require (or otherwise the right to complaint is forfeited) to be sent temperatures records printed from a thermograph in order to verify the abovementioned Conditions. If there is no thermograph or it was destroyed or damaged, the Seller shall not bear responsibility for possible damage or/and decrease in quality of the Goods.

6. The Seller does not bear responsibility for defects in the Goods resulting from their faulty storage.
7. In the event the Seller is notified of the Goods faulty, upon the Seller's demand the Buyer is obliged to provide the Goods in question in order to be examined by the Seller's representative or by the authorized laboratory, by the insurance agent representative and to secure the sample of the Goods and the report of its drawing.
8. Complaints sent after the appointed time passes and not conforming to the rules stated above shall not be taken into account by the Seller.
9. The Seller does not bear responsibility for defects in the Goods which were known to the Buyer on concluding the contract.
10. In the event the Buyer purchases the Goods with the aim of their resale - the Buyer before releasing/issuing the Goods to the further purchaser is obliged to make the Goods issue report containing the purchaser's declaration stating that the Goods were released/issued as complete and without visible damages. The Buyer shall use a description of Goods applied by the Goods' producer. The Buyer does not have the right to refer to a description of Goods applied by the Seller and to the Seller's warrants and information on the Goods. All descriptions of Goods and any other information provided on the Seller's website and in its other documents are copyright and their use without the Seller's agreement (including the use of the reference or link) is prohibited. The change of the Goods' producer (including takeovers or fusions/mergers), their markings, description or the improvement in their parameters, which may happen while the order is being realized, shall not entitle the Buyer to terminate the contract.
11. In the event a claim against the Buyer is filed by the further purchaser of Goods, the Buyer itself is obliged at its own costs to take all possible necessary preventive measures against such a claim, and this includes a security of evidence and stipulating the existence, type and the reasons of the defects within 14 days from the date the notification was received. In the event a further claim is filled at the Seller's concerning the defects in Goods, the Buyer is obliged to provide evidence proving that the Goods were defective as a result of the activity or faults on the part of the Seller and evidence proving proper execution of obligations stipulated in these GTCS.
12. The Parties in the contract of sale exclude the application of the provisions concerning statutory liability for physical and legal defects in the sold Goods. The Seller shall assume liability for



physical defects in Goods solely upon the rules stipulated in these GTCS, on condition that the Buyer acts in compliance with all provisions stipulated in paragraph 4 of these GTCS.

5. LIQUIDATED DAMAGES / CONTRACTUAL PENALTY

1. In the event the Buyer delays the receipt of the whole or the part of the ordered Goods, the Seller shall be entitled to charge the Buyer with the contractual penalty [fee] in the amount of **50%** of the value of the Goods which were not collected and maximum interests applied as from the payments respective due dates.
2. In the event the Seller terminates the contract because the Goods were not collected by the Buyer till the agreed deadline, the Seller may charge the Buyer with the contractual penalty [fee] in the amount of **50%** of the value of the Goods with reference to which the Company/Party renounced the contract.
3. Unless the Buyer within 3 days from the collection of Goods provides the Seller with a written document confirming the delivery of Goods, the Buyer shall pay the Seller the contractual penalty in the amount of **500,00 PLN** for each day of the delay in sending this delivery confirmation.
4. The Seller stipulates that the Buyer shall only purchase Goods directly from the Seller. The Buyer shall pay the Seller the contractual penalty in the amount of **100.000,00 Euro** in the event the Buyer purchases Goods directly from the Seller's supplier without the Seller's prior agreement.
5. The Seller reserves the right to claim damages exceeding the value of the stipulated contractual penalties, on the basis of general principles and rules of the civil law.
6. In the event of the Seller's delay [the one at its own fault] in the realization of the contract, it shall pay the Buyer the contractual penalty in the amount of 2% of the net value of the Goods which were supposed to be delivered, if the delay lasted for more than 30 days.
The amount of the contractual penalty cannot exceed 10% of the net value of the Goods which were not delivered in time, which were to be delivered within a given batch/lot.
7. The payment of the contractual penalty shall be executed within 7 days from the date the request for such a payment sent by the claiming Party was received.
8. The Seller's liability to the Buyer resulting from the execution or the incorrect execution of a Contract shall be limited only to the liability for the Seller's intentional faults and only to the real loss in the Buyer's assets, provided that the maximum amount of compensation to the Buyer cannot exceed 10% of the net value of the ordered Goods delivered within a given batch/lot.

6. TERMS OF PAYMENT

1. The Buyer is obliged to pay the agreed price for the Goods within the period of time stipulated in the invoice. The Buyer authorizes the Seller to issue a VAT invoice without the Buyer's signature, acknowledging the amount of liabilities.
2. The date of payment is the day payment to the Seller's banking account was confirmed/entered or the day when a cash payment was made.
3. Subject to the provisions stated in paragraph 2 items 9-10 in these GTCS, in the event of the delay in payment for the sold Goods the Seller:
 - shall charge contractual interest in the amount of maximum interest rate,



- reserves the right to terminate the Contract - within 180 days from the day of ordering Goods.
- 4. The Buyer shall have no right to make deductions of liabilities due towards the Seller or the assignment of liabilities, unless it obtains prior written agreement to such actions from the Seller. Contract rights and obligations may be transferred onto the third party only upon the Seller's prior agreement in writing or otherwise being null and void.
- 5. The Seller shall retain legal ownership of Goods until the Buyer pays the full amount due for the delivered Goods, and any possible shipment costs and other charges („reservation of title”). Until the title to the Goods has been transferred to the Buyer, the Buyer is obliged to pass the purchased Goods to the Seller (Goods' condition shall not be worse and changed as for quantity) on its first call, and the Seller is authorized to enter the area on which the Goods are stored and their immediate seizure at the Buyer's expense and risk, without an additional authorization. Before the resale of the Goods, the Buyer is obliged to obtain the Seller's written agreement or otherwise being null and void, and ensure the purchaser's assumption of debt or otherwise being null and void and ensure purchaser's assumption of debt or otherwise the Buyer shall pay the Seller the contractual penalty in the amount of the triple value of the Goods which the Buyer resold but not paid for and Seller's claims/payments shall immediately fall due.
- 6. The order, the records proving Goods' delivery/receipt, and the invoice constitute the evidence for the Seller's claim to be admitted by the Buyer.

7. FORCE MAJEURE

1. The Seller does not bear responsibility for the non-execution or the incorrect execution of its contract liabilities, if the non-execution or the incorrect execution derives from the circumstances caused by force majeure which was not possible to be predicted at the time the contract was being concluded, and which makes the Seller's contract liabilities impossible or significantly difficult to be executed or causes that the execution of liability may pose substantial loss on the part of the Seller. In such an event the Seller reserves the right to renounce a contract.
2. Force majeure shall be understood to mean any circumstances beyond the Seller's control, and particularly 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.

8. PERSONAL DATA PROTECTION

1. The Seller shall be the Buyer's Personal Data Administrator. The Seller gathers and stores personal data of the Buyer and its representatives and the persons responsible for the Buyer'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 Buyer and its representatives and persons responsible for the execution of the Buyer'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 per-



sonal data is voluntary, whereat it is necessary in order to execute the contract properly and to deliver the ordered Goods.

FINAL PROVISIONS

1. These GTCS shall be in force since the day of 01 January 2017. The GTCS are subject to change. The orders placed before the date of the introduction of changes to these GTCS are realized upon the terms and conditions binding on the day when the order for Goods was placed.
2. Terms and conditions stipulated in these GTCS apply to all contracts of sale concluded by the Seller. The Parties hereby agree that the Buyer's claim that it does not know these GTCS shall be futile and ungrounded after:
 - a) fixing its signature under:
 - the contract,
 - the sale invoice,
 - or/and
 - b) the Seller's documents including these GTCS were delivered to the Buyer
 - or/and
 - c) the Seller's documents were submitted/sent to the Buyer in any form, including fax, e-mail.
3. The place where the contract itself as well as its obligations and liabilities shall be executed, even those partial ones, is the seat of the Seller.
4. 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.
5. 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 GTCS. Disputes which cannot be resolved amicably shall be settled by the competent court with jurisdiction at the registered seat of the Seller, and by Polish law.
6. These GTCS were prepared in Polish. In the event the Buyer translates them into another language and in case of possible discrepancies between both language versions, the Polish version of the GTCS shall be applicable and binding.