



# GENERAL COMMERCIAL TERMS AND CONDITIONS

## EFFECTIVE AS OF 01.04.2022

### I. DEFINITIONS

1. **GCTC** – these General Commercial Terms and Conditions
2. **Product, Good** – the products manufactured or distributed by EKO ZIARNA – on the basis of the current commercial offering, the sale and delivery of which products is the object of the purchase order of the Buyer
3. **Seller/Supplier** – EKO ZIARNA Sp. z o.o., ul. Stefana Batorego 7/2, 47-400 Racibórz, Tax ID No.: 6392024902, Statistical ID No.: 52156388900000, National Court Register No.: 0000962508
4. **Buyer/Recipient** – any domestic or foreign entity making the purchase of the Products at the Seller's in connection with its business activity
5. **Parties** – the Seller, the Buyer or both parties at the same time
6. **Agreement/Contract** – the agreement concluded by and between the Seller and the Buyer the subject of which is the sale of the Product; a purchase order confirmed by the Seller is treated as a binding agreement
7. **Purchase Order** – a declaration made by an authorised person to the Seller on behalf of the Buyer, one which contains a declaration of intent to conclude an agreement of sale or delivery (as applicable).
8. **Price** – the value of the goods being the subject of sale and delivery.

### II. GENERAL PROVISIONS

1. The General Commercial Terms and Conditions specify the general principles governing the conclusion of all agreements of sale and delivery of the goods found exclusively in the commercial offering of EKO ZIARNA.
2. The provisions of GCTC prevail over the provisions of general terms of and conditions of agreements as applied in the offer (agreements) of the Buyer.

3. GCTC are the complete and sole regulations binding the Parties as to the sale of the Goods from the commercial offering of EKO ZIARNA.
4. GCTC supersede any and all earlier provisions of agreements, offers and purchase orders/orders the content of which is contrary to the provisions of these GCTC.
7. GCTC are binding as of the day of their establishment and are published on the website of the SELLER at <https://ekoziarna.pl/o-nas/>, which constitutes delivery of their content to the BUYER.
8. The Seller can amend GCTC with effect of replacement of the new version for the previous provisions. In such a case, the amended and updated content will be published at <https://ekoziarna.pl/o-nas/>.
9. The Buyer is obliged to read GCTC. The failure of the Buyer to read them will not release them from the obligation to observe their provisions.
10. The placement of a purchase order by the Buyer means that it accepts the following GCTC.

### **III. OFFERS**

1. The sale offers made by the Seller (including the proposals referred to as “offers”) are not a binding sale offer as per the Civil Code, but merely a proposal for the prospective Buyer to make a purchase order. The offer of the Seller will remain an estimate offer until a purchase order is placed.
2. An offer becomes binding only at the time of confirmation and acceptance of a purchase order by the Seller, expressed by electronic mail only.

### **IV. PURCHASE ORDERS**

1. The delivery of the goods is conditional on the conclusion of an agreement (contract) by and between the Seller and the Buyer on the basis of a purchase order along with simultaneous arrangement of the commercial terms and conditions valid during the performance of the agreement. The agreement is concluded on the terms specified below.
2. The purchase orders of the Buyer must be placed by electronic mail. Purchase orders must include the designation of the goods, quantity, due date and suggested price as well as other terms required by the Buyer. Failure to maintain the form specified in the above provisions will result in a placed purchase order to be ineffective.
3. The purchase orders referred to in Clause IV(2) above must be accepted by the Seller as expressed by electronic mail only. If the Seller refuses to accept all component parts of the purchase order

referred to in Clause IV(2) above, the purchase order will not be accepted for execution.

4. Offers made by phone are not bases to conclude an agreement.

5. The prices of the goods are not inclusive of public levies, including but not limited to customs duties, costs and taxes, which the Buyer must pay, unless specified otherwise, in the form stipulated above.

6. If the Buyer introduces any change or modification in a purchase order, the agreement concluded between the parties will be concluded only after the Seller accepts the purchase order (in maintenance of the above form) or else it will be null and void.

7. If the Buyer places a purchase order before the Seller sends the sale offer, the agreement will be concluded on the day when the Seller accepts the purchase order. The Seller confirms the acceptance of the purchase order within 3 business days from the date of its receipt.

8. The Parties exclude any possibilities of implied (tacit) conclusion of agreements as allowed by law.

9. The purchase orders placed by the Buyer are always treated as purchase orders placed by a person authorised to submit declarations of will on behalf of the Buyer.

10. The Buyer is obliged to include the following information in a purchase order:

- data with the address,
- exact address of delivery – if the address of delivery is different than the address of the Buyer,
- name of the ordered goods,
- ordered quantities,
- suggested net price for the goods,
- preferred date of delivery.

11. The Recipient acknowledges the fact that the Seller produces bespoke goods. Therefore and due to limitations of the production technology, the quantities specified in the order can be regarded solely as approximate unless there are special arrangements on the permissible tolerances in the quantities. The Seller will adhere to the ordered quantities as closely as possible. Nevertheless, the following tolerances are allowed in the quantities of the goods according to the agreed technical conditions: weight/quantity tolerance: +/- 10.0%.

12. The Buyer can cancel a purchase order confirmed by the Seller only with written consent of the Seller.

## **V. PRICE**

1. Any and all technical information about the goods from the commercial offering of the Seller based on catalogues, information-and-advertising brochures and other advertising materials is approximate data and are effective only to the extent in which they are accepted by the Parties in writing. Any and all materials binding the Parties form appendices to the Agreement and are its integral parts.
2. The price for the goods is confirmed in the agreement (after the Seller's acceptance of the price suggested by the Buyer or specified in the offering of the Seller).
3. The price is the Seller-accepted amount expressed in Polish zloty (PLN) or another currency, one which the Buyer is obliged to pay for the ordered Goods.
4. The price includes the value-added tax (VAT) effective under the applicable provisions of law.
5. The Buyer cannot set off, withdraw or deduct its claims, if applicable, from the sale price.
6. The Seller is entitled to statutory interest for delay in commercial transactions, for late payments.
7. Late payments allow the Seller to charge debt collection costs according to the tariff prescribed by the Legislator, in accordance with the effective general provisions of the law.
8. If the Seller proceeds to take debt collection activities as a result of late payment, the Buyer will be obliged to reimburse the former for costs of such activities – including the costs of debt collection charged by an external entity – if they exceed the rates specified Clause V(5).
9. The Seller can make the acceptance of a purchase order for execution conditional on payment of an advance by the Buyer. The due payment date and amount of the advance are determined by the Seller.

## **VI. TERMS OF PAYMENT**

1. The Buyer is obliged to pay the agreed price for the goods by the date specified in the agreement or on the invoice. The Buyer authorises the Seller to issue VAT invoices without the signature of the Buyer, acknowledging the value of the amounts due.
2. The payment date is the day when the bank account of the Seller is credited with the paid amount.
3. In the absence of payment, partial or full, for any of the delivered goods, the Seller can abstain from accepting another purchase order or executing an accepted purchase

order until its matured receivables are settled in full or withdraw from the execution of the concluded contract, agreement, delivery or purchase order without suffering any consequences as a result.

## **VII. DELIVERY OF GOODS**

1. A purchase order is executed by the date agreed between the Seller and the Buyer on a case-by-case basis, according to the provisions of the purchase order under the agreement (contract).

2. The manner and place of delivery/receipt of the Goods is specified in the agreement (contract).

3. Any delays in deliveries due to force majeure, strikes, production stoppages, raw material shortages, failure of the Seller's contracting parties to perform contracts and interference of public institutions, as well as due to events which complicate deliveries considerably, including modifications of purchase orders by the Buyer, all of which are beyond control of the Seller, will authorise the Seller to postpone the due dates of deliveries by the duration of such delays and the time required to resume the relevant activities – if any of the above circumstances occur.

4. If a delivery cannot be made on time, the Seller will notify the Buyer of a new due date for the execution of a purchase order.

5. The Seller reserves to right to withdraw from the contract in the case of force majeure, strikes, production stoppages, raw material shortages, failure of the Seller's contracting parties to perform contracts and interference of public institutions, as well as due to events which complicate deliveries considerably, which the Supplier could not predict at the time of concluding the agreement. In such a case, the Seller will notify the Buyer of the withdrawal from the agreement in the manner specified for the conclusion of the agreement, immediately upon learning about the occurrence of any of the above circumstances.

6. The type and manner of receipt of the Goods (Incoterms 2020 – international commercial terms introduced by the International Chamber of Commerce) will be determined between the Seller and the Buyer in a purchase order on a case-by-case basis.

7. The Buyer can collect the Goods personally solely after written notification by the Seller containing the exact date of collection, registration numbers of vehicles and the name of the driver receiving the goods. The notification must be sent to the Buyer one day before the delivery of the Goods at the latest.

8. The Buyer can commission the Seller to deliver the Goods – against separate remuneration. In such a case, the Seller can use its own transport fleet or order transport at any carrier at the expense and risk of the Buyer.

9. If the Seller provides transport of the ordered Goods:

a) they will be delivered in the place specified by the Buyer and it is the Buyer who will ensure unloading, accepts full liability for unloading and covers the necessary costs

and is obliged to check the correctness and completeness of the loaded Goods and collect a full set of transport-related documents.

b) the driver can refuse to reach the place of unloading if there is danger of damaging the means of transport or the Goods. In such a case, the driver may demand that the Buyer submit a written declaration of accepting full legal and financial liability for any damage. If the Buyer refuses to submit such a declaration, the Goods will be deemed delivered to the specified place on time.

10. The Seller accepts no liability for damage resulting from errors or delays in delivery (including loss and lost profits) caused by the action or inaction of the logistic operator.

### **VIII. LIQUIDATED DAMAGES**

1. If the Buyer fails to collect the goods on time, the Seller can charge liquidated damages in the amount of 1% of the value of the goods not collected on time per day in delay, from the day following the day when the goods should have been collected.

2. If the goods are not collected from the carrier on the day of delivery, the Seller can charge liquidated damages of EUR 300 per day in delay, including days off work, from the date of delivery based on the notification.

3. The liquidated damages specified in these GCTC do not prejudice the Seller's right to seek damages in excess of the liquidated damages on the generally applicable provisions of law.

### **IX. CONFIRMATION OF DELIVERY AND RECEIPT OF GOODS**

1. The delivery/collection of the goods is confirmed by a "confirmation receipt of delivery of the goods" issued by the Seller.

2. The Buyer signs for receipt/collection of the goods by stamping the document of "confirmation receipt of delivery of the goods" and affixing a legible signature through the authorised person who collects the delivery. Moreover, the date of the receipt of the delivery is entered in the confirmation receipt of receipt/collection. The confirmation receipt of delivery of the goods is a CI document and/or CMR document.

3. Every delivery/collection requires an issuance of an invoice.

4. Invoices are sent by e-mail or mail to the address specified by the Buyer.

5. Quality attestations are appended to each delivery or are each and every time sent by e-mail.

## **X. COMPLAINTS**

1. The Buyer has the right to file a complaint about the received goods. Complaints must be filed in accordance with the procedure specified below.
2. The Buyer undertakes to verify the quality of the collective packaging upon receipt of a delivery. If any irregularities are found, the Buyer must properly annotate the document of receipt of the delivery. The Documents must be sent to the Seller within 1 day from finding the irregularities.
3. The Buyer undertakes to verify the quantity of the delivered goods upon receipt of a delivery. If any irregularities are found, the Buyer must properly annotate the document of receipt of the delivery. The Documents must be sent to the Supplier within 1 day from finding the irregularities. If the Buyer fails to meet this obligation, the Seller will accept no liability for the fact that the goods are not compliant in terms of quantity.
4. The Buyer undertakes to verify the quality of the goods. If any irregularities are found, the Buyer must notify the Seller by means of electronic communication to the specified e-mail address. The documents confirming the irregularities must be sent to the Seller within 14 business days from the date of delivery.
5. The Seller must examine the complaint within 14 business days from receipt of the complaint document (as specified above) and send a response to the Buyer within that time limit. The complaint can be considered only if the Buyer makes all of the defective goods available to the Seller.
6. The goods cannot be returned without a prior written consent of the Seller. The costs of storage will be covered by the Buyer.
7. If the analysis of reason for the complaint requires additional activities, for instance consultation with the suppliers of component parts or services, performance of tests and analyses etc., the duration of the complaint procedure may be extended.
8. If the complaint is not granted, the Buyer covers its costs.
9. Filing a complaint does not release from the obligation to pay.

## **XI. RISK OF LOSS OR DAMAGE**

1. The risk of loss of or damage to the goods transfers from the Seller to the Buyer depending on the Incoterms® 2020 applied in the Agreement.
2. In the case of personal collection of the goods by the Buyer, the risk of loss of or damage to the goods transfers to the Buyer upon release of the goods.

3. The Parties can contract that the goods will be transported by the Buyer (in person or via an external carrier). Upon collection of the goods by the Buyer or the nominated Carrier, the Buyer is burdened with the obligation to keep the goods in a non-deteriorated manner and with the risk of its loss, destruction or damage. If the situation described in the previous sentence occurs, the Buyer will not assert any financial claims against the Seller.

## **XII. LIABILITY OF SUPPLIER**

1. The Supplier is liable for failure to perform or undue performance of the obligations under the agreement concluded with the Buyer as a result of action or inaction at the Supplier's fault.

2. The above liability is limited only to the actual damage to the Buyer, not higher, however, than the value of the non-executed or unduly executed purchase order or another obligation of the Seller.

## **XIII. FORCE MAJEURE**

1. If "force majeure" occurs, the Seller reserves the right to modify the previously confirmed dates of delivery and execution of purchase orders and the right to withdraw from the agreement of sale of the Goods the delivery of which it accepted for execution.

2. "Force majeure" means all events which cannot be prevented at the time of conclusion of the Agreement and which are beyond control of the Parties, including but not limited to war, internal commotion, flood, fire, earthquake and other natural disasters, restrictions or orders imposed by governments or other acts of state or local authorities, general strikes and trade strikes, failures, traffic accidents or unavailability of the Goods or their parts.

3. If any of the above circumstances occur, the Seller will not be deemed in default of its obligations and the Buyer will not have the right to assert damages or liquidated damages.

4. The Party which cannot fulfil their obligations due to the operation of Force Majeure must notify the other Party of that fact immediately, but not later than within 7 days from the occurrence of such circumstances, and present reliable evidence.

5. If Force Majeure operates for more than 30 days, the Parties will in good faith proceed to negotiate a solution satisfying their interests.



#### **XIV. PERSONAL DATA PROTECTION AND ELECTRONIC COMMERCIAL INFORMATION**

1. By accepting these GCTC, the Buyer consents to the processing of its voluntarily provided personal data by EKO ZIARNA or entities on its commission for the purposes of the performance of the agreements of sale of the Goods offered by the Seller and for marketing purposes related to the business activity run by the Seller. The Buyer has all the rights arising from the Personal Data Protection Act of 29 August 1997 (consolidated text: Journal of Laws of 2014, item 1182, as amended) and it particularly has the right to view their own data.
2. Under the provisions of Electronic Service Act of 18 July 2002 (consolidated text: Journal of Laws of 2013, item 1422, as amended), the Buyer consents for EKO ZIARNA to send marketing content and information by electronic means to the e-mail address specified by the Buyer on the terms specified in the said Act.
3. By accepting these GCTC, the Buyer consents for EKO ZIARNA to use ICT end devices and automated calling systems for the purposes of direct mail marketing.

#### **XV. CONFIDENTIALITY**

1. For the purposes of GCTC, “confidential information” includes all materials and information in hard and soft copy form or otherwise provided regarding the Party, which information the other Party obtains in connection with the cooperation specified in the Agreement, including but not limited to strategies, reports, applied methods and procedures, trade secrets, marketing activities and plans, sales contacts, client databases, information about employees and co-workers and the terms of their employment, budget, accounting, financial matters and pricing policy; for the purposes of GCTC, “Confidential Information” do not include the information that is publicly known due to publication in the mass media such as the press, radio or television or otherwise, allowing familiarisation with such information by an undefined circle of people, and not as a result of breaching GCTC.
2. The Parties undertake to:
  - a) keep strictly confidential all Confidential Information,
  - b) use the Confidential Information solely for the purpose of performing GCTC,
  - c) immediately return or destroy all data carriers and documents (including their copies) containing the Confidential Information at the request of the Party it pertains to.
3. The Confidential Information cannot be copied or duplicated without an express prior consent of the Party it pertains to.

4. If the Party is obliged under the effective law to disclose the Confidential Information, it will immediately notify the other Party in writing.

## **XVI. FINAL PROVISIONS**

1. The Buyer is obliged to keep confidential all information about the agreement concluded with the Seller. The Buyer undertakes to make all the effort and to implement all procedures in order to satisfy the obligation arising from the previous sentence.

2. During purchase order placement, the parties will specify the address, telephone numbers and e-mail addresses. If the above details are not provided, the parties will deem proper the contact details specified in the relevant registers and records.

3. Any assignment of rights arising from the agreement concluded or a purchase order placed by the Buyer requires an express prior written consent of the Seller.

4. If any of the provisions of GCTC becomes legally ineffective due to the introduction of provisions of law, the balance of GCTC will remain in force. According to this severability clause, if any of the provisions of GCTC prove invalid, the parties to the agreement undertake to start negotiations aiming to supplement GCTC in such an invalid part.

5. If the Buyer applies the General Terms and Conditions of Purchase to the agreement of delivery, GCTC of the Seller will prevail.

6. The law governing the agreement is the law effective in the country of the registered office of the Seller.

7. Any disputes that may arise between the Parties will be resolved amicably in the first place. If an agreement is not reached, disputes will be heard by the court of proper venue serving the address of the registered office of the Supplier.

8. Matters not regulated here will be governed by the provisions of the Civil Code and other relevant regulations.

9. These GCTC were drafted in two language versions – in Polish and English. In divergence between these language versions, the Polish version of GCTC will prevail.