



GENERAL TERMS AND CONDITIONS OF PURCHASE VALID AS OF 01.04.2022

1. The General Terms and Conditions of Purchase (GTCP) are used in commercial transactions in the scope of purchasing Goods by the Buyer from Suppliers.
2. Buyer - Eko Ziarna sp. z o.o. [a limited liability company] with its registered office in Racibórz, ul. Króla Stefana Batorego 7/2, 47-400 Racibórz, entered into the Register of Entrepreneurs of the National Court Register by the District Court in Gliwice, 10th Commercial Division under the number: 000962508, NIP: 6392024902, REGON: 521563889.
3. Supplier - a contractor selling and delivering Goods to the Buyer.
4. Parties - the Buyer and the Supplier.
5. Goods - the subject of the sales contract.
6. If the Parties agree on terms and conditions other than those resulting from these GTCP, they shall apply only if they are confirmed in writing by the Buyer.
7. In the event that individual provisions of the GTCP prove ineffective or partially excluded by the contract concluded with the Supplier, the remaining provisions of the GTCP remain in force.
8. A contract is concluded by placing an order by the Buyer and accepting it by the Supplier, which will be confirmed by him in writing or orally (in person, by phone, via e-mail, fax or communicators generally available and used by the Seller), unless the Parties make different arrangements.
9. Failure to deliver to the Buyer a declaration of acceptance of the placed order in writing, by fax or electronically within 2 (two) days of its submission, constitutes the Supplier's consent to conclude the contract in accordance with the placed order.
10. The Buyer has the right to withdraw from the contract within 2 (two) days from the delivery to the Buyer of the Supplier's declaration of acceptance of the terms and conditions of the contract.

11. The conclusion of the contract means that the Supplier has read and understood these GTCP and agrees to include them in the contract. The GTCP binds the Supplier upon their delivery or the possibility of getting acquainted with the GTCP, depending on which event occurred first.

12. These GTCP exclude the Supplier's general terms and conditions of sale.

13. Should the Buyer provide the Supplier with the GTCP before concluding the first contract, it is considered that they are to be applied to future orders and contracts concluded between the Parties.

14. The execution of the order means that the Supplier has read and understood these GTCP and fully accepts them. The Supplier is obliged to sign the GTCP and send them back to the Buyer; failure to send back a signed version of the GTCP by the Supplier does not exclude the validity of the GTCP.

15. The GTCP are generally available on the Buyer's website as well as at its registered office.

16. These GTCP are an integral part of each offer and commercial agreement regarding deliveries in current and future commercial transactions between the Parties.

17. The Buyer will be placing orders on the basis of the Supplier's current offering.

18. Orders may be placed in any form, including by phone, electronically, in writing or by fax.

19. The Supplier declares that the delivered Goods are his property and are not encumbered with third Party rights.

20. The Goods will be delivered to the Buyer within the period guaranteed by the Supplier in the offer for a given product, counted from the date of placing the order.

21. Should the Parties agree so when concluding the contract, the Goods can be delivered one-of or in batches, which may correspond to part, whole or several orders.

22. The Supplier shall deliver the Goods to the places indicated in the order in Poland at his own cost and risk, on the day indicated in the order and at hours of the day agreed with the Buyer, on the basis of terms agreed with the Buyer based on Incoterms 2020.

23. The Supplier is obliged to properly protect the Goods against damage during transport and unloading. The packaging should be adapted to the specifics of the Goods and the means of transport used for delivery. The Supplier will be responsible for any damage or destruction of the Goods caused by improper or unsuitable packaging.

24. The Buyer is not obliged to accept the delivery of Goods whose packaging indicates the possibility of damage or quantity shortages.

25. Should the Supplier be unable to complete the order for objective reasons within the time limit specified in the order (in whole or in part), the Supplier shall immediately, no later than 48 hours before the agreed delivery date, inform the Buyer by fax or e-mail about the new delivery date. The above requires the Buyer's written consent. In the absence of such consent, the Buyer is entitled to withdraw from the contract in whole or in part, regardless of other rights arising from the GTCP. The above also does not exclude the Supplier's liability for any damage suffered by the Buyer as a result of the conclusion of the contract.

26. The Goods must be delivered in accordance with the content of the order, quality, labeling and packaging standards and regulations applicable in all European Union countries, for which the Supplier shall provide the necessary documents, declaration of origin, approvals and certificates as well as tests confirming the compliance of the Goods with EU standards together with the delivery of the purchased Goods. In the absence of tests performed in an accredited laboratory, it is considered that by concluding a contract with the Buyer, the Supplier declares that the Goods are free from quality defects, in particular they comply with the European Union regulations on pesticides and heavy metals. Should the Buyer or his customer detect the presence of the above-mentioned substances in quantities greater than those permitted by EU regulations, the Supplier shall cover all costs related to the resulting complaint, in particular the costs of tests, deliveries and collection of raw materials to customers (not only direct customers of the Buyer, but also customers of his customers), and any costs associated with the processing and packaging of the contaminated Goods.

27. Lack of the required documents indicated above will be considered as implementation of an incomplete delivery, which may result in refusal to accept it.

28. The Goods must meet the quality and legal requirements, enabling them to be used for food or feed purposes - as selected by the Buyer. If the Goods do not meet the above-mentioned requirements, the Buyer may refuse to accept the delivery.

29. Failure to provide the above-mentioned documents with the delivery or their incorrect completion, resulting in a delay in the deadline or additional costs, including storage, will result in charging the Supplier with the amounts of damages and costs resulting from this.

30. The ownership right to the Goods is transferred to the Buyer upon their delivery to the place specified in the order or the receipt of the Goods by the Buyer - upon receipt by the driver of the documents necessary for performance of the carriage.

31. If the Buyer refuses to collect the Goods, the Supplier is obliged to immediately collect such Goods from the Buyer at his own cost and risk. If the Supplier fails to collect the Goods within 2 (two) days, the Goods will be stored by the Buyer at the Supplier's expense, and the Supplier will be obliged to pay the Buyer a contractual penalty of 10% of the value of the defective batch of Goods for each day of delay, regardless of the fact that the Buyer suffered damage and its amount. In the case referred to in this paragraph, the Supplier is obliged to immediately (i.e. no later than within 24 hours on working days) deliver to the Buyer, at his own expense and risk, the same non-defective Goods. The above obligation to deliver the Goods to the Buyer at his own cost and risk by the Supplier shall be waived when the Buyer withdraws from the sales contract.

32. In the event of failure to meet the deadline for delivery of the Goods, the Supplier shall be obliged to pay the Buyer a contractual penalty in the amount of 2% of the net value of the order for each day of delay, regardless of the need to repair the damage suffered by the Buyer. The contractual penalty will be charged separately for each Good for which the Supplier has failed to meet the delivery date under a given order.

33. Should the delivery of the Goods be delayed in relation to the agreed delivery dates, then without prejudice to other rights of the Buyer, the Buyer reserves the right to: a) withdraw from the contract in whole or in part, b) refuse to accept any further deliveries of the Goods, c) demand from the Supplier reimbursement of expenses incurred by the Buyer in order to obtain replacement Goods from another supplier, d) demand payment of compensation for costs, losses or expenses incurred by the Buyer and resulting from the Supplier's failure to deliver the Goods within the agreed period, e) demand payment of a contractual penalty in the amount of 30% of the value of the undelivered Goods.

34. Failure to meet the delivery deadline referred to above shall mean either failure to deliver the ordered Goods to the Buyer by the date of delivery or delivery of the given Goods in a smaller quantity than ordered by the Buyer. The delay lasts from the day following the agreed delivery date to the date of delivery of the missing Goods (non-defective Goods) to the Buyer or until the date of delivery of the missing amount of Goods to the Buyer.

35. In the event of a delay of more than 2 (two) days, the Buyer has the right to refuse to accept the delayed batch of Goods, refuse to pay the price and send back the transport at the Supplier's cost and risk, while retaining the right to demand payment of a contractual penalty for the delay.

36. In the event of a delay of more than 5 (five) days, the Buyer has the right to purchase replacement Goods on the free market at the Supplier's expense.

37. In the event of the Buyer's withdrawal from the contract, a written statement should be sent to the Supplier's address.

38. Contractual penalties and/or damages referred to in these GTCP may be deducted from the remuneration due to the Supplier, to which he hereby agrees.

39. The Supplier may not transfer the obligation to deliver the Goods to third Parties without the prior consent of the Buyer.

40. The Supplier is liable for damages resulting from damage to the Goods, caused by improper packaging or lack of appropriate protection during transport.

41. The Supplier is responsible for any damage resulting from delay, loss or damage to the Goods caused by improper labeling, packaging or identification of the shipment.

42. The delivery of the ordered Goods is deemed to have been made with regard to the fulfillment of the delivery conditions and the transfer of the risk of accidental loss or damage to the Goods from the Supplier to the Buyer at the time of (non-defective) documented receipt of the Goods by the Buyer at the agreed place.

43. The Goods will meet common quality standards, as well as applicable labeling standards, based on current regulations in force throughout the European Union, as well as comply with the requirements specified in the order. The Goods will comply with the specification of the delivered batch of Goods, attached to each delivery.

44. The specification or certificate will specify at least: the best-before date of each batch. The minimum expiry date is calculated from the date of the actual delivery date and may not be shorter than 80% of the best before date (the date calculated from the date of production of the Goods) in the specification (certificates).

45. With each delivery, the Supplier is obliged to submit: sanitary certificates, trade identification document (TID) and certificates admitting the Goods to trading in the EU, which are required for each delivery.

46. During the transport of the Goods, the appropriate temperature must be maintained, in accordance with the accepted standards.

47. The Supplier is liable under the warranty for defects in the Goods on the terms set out in the Civil Code.

48. The Contractor is responsible for the truthfulness and timeliness of the representations made in the contract. Should any claim by third Parties has been filed against the Recipient of the Buyer or the Buyer due to the fact that any of the Supplier's representations are untrue or out of date, any obligations of fees or penalties have been imposed, and also in the event of initiation of any court, out-of-court or administrative proceedings, the Supplier is obliged irrevocably and unconditionally, at the first request of the Buyer's Recipient or the Buyer to: provide the Buyer's Recipient or the Buyer at his own expense with all information, explanations and provide documentation related to the given Goods necessary in these proceedings, at his own expense, to act on the side of the Buyer's Recipient or the Buyer, to pay the Buyer's Recipient, the Buyer or any other entity any amounts that the Buyer's Recipient or the Buyer will be obliged to pay in connection with such events, including in particular any fines imposed on the Buyer's Recipient or the Buyer public law fees and all costs incurred by the listed entities, including in particular the costs of legal assistance and the costs of legal representation, which does not exclude the possibility of claiming damages from the Buyer on general terms

in such cases.

49. All claims regarding complaints, shortages, quality, loss, damage or delay in delivery will be made in writing by registered letter, courier, e-mail or fax.

50. In the event of non-compliance of the Goods with the contract, the Supplier will reduce the price of the Goods by: - 2% for each 1% of impurities above the value set in the contract, - 2% for every 1% of moisture above the value set in the contract. If the degree of contamination or humidity is greater or less than the agreed by more than 2%, it is up to the Buyer to decide whether he agrees to reduce the price of the Goods. In the absence of the Buyer's consent to lowering the price of the Goods, the Goods are considered non-compliant with the Buyer's quality requirements.

51. If the delivered Goods do not meet the terms of the contract in other respects than those listed in point 50, the Buyer may request the Supplier to reduce the price of the Goods or withdraw from the contract. In the event of withdrawal from the contract, the Supplier, in addition to returning to the Buyer all benefits received from him, is also obliged to cover all losses and costs incurred by the Buyer as a result of failure to perform the contract.

52. In the event of finding a quality defect other than mentioned in Point 50, if the Buyer does not withdraw from the contract and does not agree to a price reduction, he may return the Goods to the Supplier at his expense, and the Supplier will be obliged to deliver Goods free from defects.

53. If the Supplier does not accept the quality complaint within 5 days from the date of notification of the defect, the questioned batch of Goods (or its samples) shall be transferred to an independent laboratory agreed by the Parties for testing, which is the basis for the quality assessment. The assessment of the independent laboratory will be binding on the Parties, and the costs of its implementation will be borne by the Party whose position in the dispute turned out to be unjustified. Should the Parties fail to agree on an independent laboratory, the right to choose such a laboratory shall be vested in the Buyer.

54. If an independent laboratory confirms the quality defects of the questioned Goods, the Buyer is entitled to withdraw from the contract with immediate effect in the part concerning the questioned Goods or the entire Goods covered by the order.

55. The Buyer shall pay the Supplier the sale price of the Goods resulting from the offer on the basis of which the Buyer placed the order, unless the Parties agreed otherwise. The basis for payment is a properly issued (meeting the statutory requirements or provided for by law) VAT invoice, issued by the Supplier and delivered to the Buyer.

56. A VAT invoice will be issued with the payment date agreed by the Parties. The price will be paid to the bank account indicated on the VAT invoice or in cash.

57. Invoices that do not comply with the legal requirements and these GTCP will be sent back without posting procedures, and the payment period will be extended by the time that elapses until the date of receipt of the invoice that meets the requirements set out in the GTCP.

58. The date of payment is considered to be the date of debiting the Buyer's bank account.

59. If the delivery of the Goods is found to be inconsistent with the order or if the Goods are found to be defective, the Buyer shall withhold payment for the above-mentioned Goods until the Supplier considers the complaint. During the payment suspension period, the payment period for the Goods is suspended and the Supplier is not entitled to claim interest for the delay.

60. Any information obtained by the Supplier in connection with the execution of the order, including in particular any commercial information concerning the Buyer and not made publicly available, is considered by the Parties as confidential information and as such will not be disclosed to third parties.

61. Force Majeure means any external event beyond the control of the Parties, unforeseeable by either Party, and having a significant impact on the performance of the contract, in particular such as: flood, fire, earthquake, other natural disasters and atmospheric phenomena significantly impeding transportation, wars, riots, strikes, demonstrations, embargoes, interruptions or delays in energy supplies, administrative restrictions on trade or transport, legislative changes and other similar circumstances. Changes in market prices of Goods cannot be considered Force Majeure.

62. Neither Party shall be deemed to have failed to fulfill its obligations to the extent that the performance of these obligations is prevented by Force Majeure occurring after the date of placing the order.

63. If one of the Parties considers that Force Majeure circumstances have occurred that may affect the performance of his obligations, he shall immediately notify the other Party. The Buyer has the right to withdraw from the contract in whole or in part in the event of a change in the market price of the Goods. In the event of withdrawal from the contract, the Supplier is obliged to return prepayments, advance payments and other benefits received from the Buyer for deliveries not yet completed.

64. The Buyer is the Controller of the Suppliers' Personal Data. The Buyer collects and processes personal data of the Suppliers and persons representing it and persons responsible for the Supplier's obligations pursuant to art. 6 sec. 1 letter b) Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) for the purpose of concluding and implementing the Contract (including for issuing VAT invoices and financial reporting). The Buyer, with the consent of the Suppliers and their representatives and persons responsible for the Supplier's obligations, informs the above-mentioned persons about their rights related to the protection of their personal data on the basis of applicable law.

65. These GTCP are effective as of 1 January 2021.

66. These GTCP may change. Orders placed before the date of introducing changes to these GTCP are implemented on the basis of the provisions of the GTCP in force on the date of placing the order for the Goods.

67. The Parties are obliged to inform the other Party of each change of the registered office or place of residence and address for correspondence, under the pain of considering correspondence sent to the previous address as effectively delivered.

68. Any amendments and additions to the contract must be in a form adequate to the form in which the contract has been concluded. The Parties will strive to amicably settle any disputes arising in connection with the performance of the contracts covered under these GTCP. In the event of the impossibility of amicable settlement of the dispute, the court competent for the place and subject matter will be the court competent for the registered office of the Buyer, based on Polish law.

69. These GTCP, as well as any amendments thereto, are also published in electronic form on the Buyer's website, in a way that allows the Supplier to download, store and reproduce them in the ordinary course of business.

70. These GTCP have been drawn up in the Polish language version. In the case of their translation by the Supplier into a language other than Polish and any discrepancies between the language versions, the Polish version of the GTCP shall prevail.