

## **GENERAL TERMS AND CONDITIONS OF SALE**

**Eko Ziarna Sp. z o.o. having its registered office in Racibórz**

**effective from 01.06.2025**

### **§ 1 THE CONTRACTUAL DEFINITIONS USED IN THESE GENERAL TERMS AND CONDITIONS OF SALE SHALL MEAN:**

1. GTCS - shall mean these General Terms and Conditions of Sale.
2. Goods - shall mean the products of various types within the current commercial offer, being the subject of the contract of sale.
3. Seller - means EKO ZIARNA Sp. z o.o., ul. Kościuszki 7C, 47-400 Racibórz, NIP: 6392024902, REGON: 52156388900000, KRS: 0000962508.
4. Buyer - means any domestic or foreign entity concluding the Contract with the Seller in connection with its business activity.
5. Parties - the Buyer and the Seller jointly.
6. Contract - any sales contract concluded between the Buyer and the Seller, the subject of which is the Goods.
7. Written Form - a letter sent by one of the Parties to the other Party by registered post with acknowledgement of receipt, courier mail, registered letter, letter delivered in person with acknowledgement of receipt, as well as sent by e-mail or WhatsApp messenger, unless GTCS require registered letter, sending by courier mail or personal delivery. Whenever the GTCS require the Written Form, this reservation shall be made on pain of invalidity, unless the content of the GTCS indicates otherwise.
8. Day - a calendar day, unless GTCS provide otherwise
9. Order - shall mean a declaration made on behalf of the Buyer, directed to the Seller by an authorised person, containing the will to conclude a sales contract.
10. Price - the value of the Goods being sold, as specified in the Contract.

### **§ 2 GENERAL PROVISIONS**

1. The General Terms and Conditions of Sale define the general principles under which all sales contracts are concluded for Goods that are exclusively offered by EKO ZIARNA.
2. The Buyer's general terms and conditions of sale/purchase are hereby excluded, and in their place, these GTCS shall apply on a priority basis.
3. The GTCS are the complete and sole regulation binding the Parties in respect of sales of Goods included in the commercial offer of EKO ZIARNA.

4. The GTCS replace all hitherto provisions of contracts, offers and orders / commissions - the contents of which remain in contradiction to the provisions of GTCS.
5. The GTCS are effective as of the date of their enactment and are published on the website of the SELLER at <https://ekoziarna.pl/o-nas/> and shall constitute a delivery of their content to the BUYER.
6. The SELLER shall be entitled to amend the GTCS, with the effect of introducing a new version replacing the previous provisions. In such a case, the amended and updated content will be published at <https://ekoziarna.pl/o-nas/>.
7. The Buyer is responsible for familiarizing themselves with these GTCS. Failure to familiarize themselves with the contents of the GTCS does not release them from the obligation to comply with their provisions.
8. Submission of an order by the Buyer shall mean acceptance of the provisions of GTCS.

### **§ 3 OFFERS**

1. Information, pricelists and other advertising and commercial materials addressed to an unspecified recipient, transmitted in any oral or written form, do not constitute an offer, but only an invitation to negotiate.
2. An offer is only binding once the order has been confirmed and accepted by the Seller, expressed exclusively by e-mail.

### **§ 4 ORDERING AND CONCLUDING THE CONTRACT**

1. The Buyer shall place an order in Written Form by e-mail or WhatsApp message. The order shall contain an indication of the Goods, the quantity, the proposed delivery date and the price proposal, the Buyer's details including the address, the exact delivery address of the Goods if different from the Buyer's address, as well as any other conditions required by the Buyer. Failure to comply with the form specified in the above provisions shall result in not placing an order.
2. The order specified in point 1 above requires Seller's acceptance, expressed in Written Form via e-mail or by sending a Sales Contract Form, containing at least: Buyer's identification data (full name or company name, address of the registered office, KRS no. of the Buyer, NIP no. of the Buyer), name of the Goods, quantity of the ordered Goods, sale price, place and date of delivery and cost of delivery of the Goods.
3. The Contract is concluded upon signing of the Sales Contract Form by both Parties and delivery of the signed Contract Form mutually between the Parties or by acceptance and confirmation of the order by the Seller via e-mail or WhatsApp messenger.
4. The prices of the Goods are exclusive of public tributes, in particular customs duties, costs and taxes, which the Buyer is solely liable to pay, unless otherwise agreed, in the form described above.
5. In the event that the Buyer places an order without the Seller having previously sent an invitation to negotiate, the Contract is concluded on the date the Buyer delivers a signed

Contract Form, in accordance with section 3 § 4 of the GTCS.

6. The Parties exclude any and all possibilities of implicit (tacit) contract conclusion provided for by law.
7. Orders placed by the Buyer shall in any case be treated as orders placed by a person authorised to make declarations of intent on behalf of the Buyer.
8. The Buyer accepts that in the absence of special arrangements concerning the admissibility of deviations in the quantity of the Goods, which would exclude the application of GTCS, a variation in the weight or quantity of the Goods not exceeding +/- 10.00% of the weight or quantity of the Goods specified in the Contract shall constitute proper performance of the Contract and shall not entitle the Buyer to any compensation on this account.
9. The Buyer's cancellation of an order confirmed by the Seller requires the Seller's consent in Written Form and is only possible before the Seller proceeds with the performance of the Contract.

## **§ 5 PRICE AND PAYMENT TERMS**

1. The price of the Goods is confirmed at the conclusion of the Contract.
2. The price includes the usual packaging of the Goods, the usual protection of the Goods for transport.
3. In addition to the price, the Buyer is obliged to pay the costs of transport of the Goods if the Seller is obliged in the Contract to deliver the Goods to the place indicated by the Buyer.
4. The selling price does not include duties, taxes or other public levies charged exclusively to the Buyer or which are imposed by the legislation of the Buyer's country of residence.
5. If the selling price had been specified in the Contract in a foreign currency, the Buyer is obliged to pay the selling price in this currency, unless the Seller agrees to pay in the Polish currency or in a currency other than that specified in the Contract, which shall be confirmed in Written Form.
6. Payment shall be made to the Seller's bank account indicated in the Contract or on the invoice. If payment has been made to a different account, the Buyer shall be obliged to compensate for the resulting damage. In particular, if the selling price is expressed in a foreign currency and the Buyer makes the payment to a bank account in PLN (Polish zloty) (or vice versa), they are obliged to cover any exchange rate differences.
7. The Seller shall inform the Buyer in Written Form about any change in the bank account between the issuance of the invoice and the payment.
8. In the case of payment by bank transfer, the date of payment shall be the date on which the Seller's bank account is credited.

9. The Buyer's delay in paying the price entitles the Seller to claim from the Buyer contractual interest in the amount of each maximum interest for delay within the meaning of the relevant regulations in force.
10. In the case of partial deliveries of Goods, each partial delivery will be settled separately, i.e. the Seller will issue an invoice for each partial delivery.
11. The Buyer agrees to the Seller issuing invoices for the Goods in electronic form. Invoices in this form will be sent by the Seller from e-mail addresses located at the domain @ekoziarna.pl.
12. In the case of lack of payment in full or in part of the price for the Goods or other costs resulting from the concluded Contract, the Seller shall be entitled to withhold acceptance of the next order or to withhold execution of the accepted order until payment is made in full, in particular, in the case of partial deliveries, withholding deliveries due to lack of payment by the Buyer shall not cause the Seller to be in default in execution of the Contract. If the Buyer's delay in payment is longer than 14 days, the Seller shall be entitled to withdraw from the Contract in whole or in part, and the Buyer shall be obliged to pay the Seller a contractual penalty of 20% of the net value of the Goods under the Contract.
13. The Seller remains the owner of the goods until the entire debt is repaid.

## **§ 6. DELIVERY OF GOODS**

1. Delivery shall be made at the date agreed each time between the Seller and the Buyer, in accordance with the provisions of the Contract.
2. The method and place of delivery of the Goods are specified in the Agreement.
3. The Buyer is entitled to collect the Goods from the indicated place at their own cost and risk, if so provided for in the Contract.
4. If the delivery of the Goods cannot be carried out on the date indicated in the Contract, the Seller shall notify the Buyer of a new delivery date of the Goods.
5. The type and method of collection of the Goods (Incoterms 2020 - international trade rules, established by the International Chamber of Commerce) will be agreed between the Seller and the Buyer each time in the order.
6. The Buyer's own collection of the Goods should only take place after the Buyer has made a written advisement, including the exact date of collection, vehicle registration numbers and the name of the driver collecting the load. The advance notification must be sent to the Seller no later than the day before the Goods are to be collected.
7. If the Buyer chooses to collect the Goods themselves and fails to timely collect the ordered Goods, the Seller is entitled, after prior notification to the Buyer and after the ineffective expiry of the additional collection period of no longer than 7 days, to withdraw from the Sales Contract. In such a case, the Buyer will pay the Seller a contractual penalty of 20% of the net value of the Goods affected by the delayed collection, but not less than the advance payment, if any, made by the Buyer.

8. The Buyer may order the Seller to deliver the Goods - against separate payment. In such a case, the Seller may use their own transport or order transport from any carrier at the Buyer's expense.
9. If the Seller provides transport of the ordered Goods:
  - a) its release takes place at the place indicated by the Buyer, while the unloading operations are provided by the Buyer, who bears full responsibility for them and covers the necessary costs, and is obliged to check the correctness and completeness of the loaded Goods, collect a set of documents related to transport.
  - b) the driver has the right to refuse to travel to the place of unloading when there is a risk of damage to the means of transport or the Goods. In such a situation, the driver may demand from the Buyer a written statement on accepting full legal and material responsibility for any damage. In the case of refusal by the Buyer to submit such a statement, it is deemed that the Goods arrived at the indicated place in due time.
10. The Seller shall not be liable for any damage resulting from errors in delivery or its delay (including losses, lost profits) caused by an act or omission of the logistics operator. The risk of loss, destruction or damage to the Goods upon Self-Collection shall pass to the Buyer as soon as the Goods are loaded onto the means of transport indicated in the shipping advice.
11. If the Buyer fails to collect the Goods on the agreed date of delivery, the Seller shall be entitled to charge a contractual penalty of EUR 300 for each day of delay, including public holidays, calculated from the date of delivery on the basis of the shipping advice.
12. The Buyer, when ordering their own collection of the Goods from the Seller, shall insure the Goods for the duration of the transport up to the amount of the price and shall assign their rights under the insurance contract to the Seller.
13. The risk of loss or damage to the Goods shall pass from the Seller to the Buyer depending on the Incoterms® 2020 rule applied in the Delivery Contract.
14. If the Goods are collected in person by the Buyer, the risk of loss of or damage to the Goods shall pass to the Buyer upon delivery of the Goods.
15. The Parties may agree in the contract that the transport of the Goods shall be carried out by the Buyer (personally or by an external carrier).
16. Once the Goods have been collected by the Buyer or the Carrier designated by the Buyer, the burden of keeping the Goods in an undamaged condition and the risk of their loss, destruction or damage shall pass to the Buyer. In the event of a situation as described in the preceding sentence, they shall have no financial claim on the Seller.

## **§ 7. CONFIRMATION OF DELIVERY AND COLLECTION OF GOODS**

1. Confirmation of delivery/collection of Goods shall be the "Goods Delivery Receipt" issued by the Seller.
2. The Buyer shall acknowledge the receipt/collection of Goods by stamping the "Goods Delivery Receipt" document and the legible signature of the authorised person collecting the delivery. In addition, the date of collection/receipt shall be entered on the delivery receipt. The delivery note and/or CMR document are considered to be the receipt for the goods delivery.
3. Each delivery/collection requires issuing an invoice.
4. Invoices are sent electronically or by post to the address indicated by the Buyer.
5. Quality certificates shall be enclosed with each delivery or sent electronically.

## **§ 8 COMPLAINTS**

1. The Buyer is entitled to lodge a complaint in relation to the Goods received. The prerequisite for filing a complaint is compliance with the procedure described in the contractual provisions below.
2. The Buyer undertakes to verify the quality of the packaging upon collection of the delivery. If any discrepancies have been found, the Buyer shall make an appropriate annotation on the delivery receipt document. The documents should be sent to the Seller no later than within 1 day of finding any discrepancies.
3. The Buyer undertakes to verify the quantity of the delivered Goods at the time of delivery collection. If any discrepancies have been found, the Buyer shall make an appropriate annotation on the delivery receipt document. The documents should be sent to the Supplier no later than within 1 day from acceptance of delivery. If the Buyer fails to comply with this obligation, the Seller shall not be held liable for the non-conformity of Goods in terms of quantity.
4. The Buyer undertakes to verify the quality of the Goods. If any discrepancies have been found, the Buyer shall notify the Seller of this fact using electronic communication, to the e-mail address [quality@ekoziarna.pl](mailto:quality@ekoziarna.pl). The documentation containing the confirmation of discrepancies shall be sent to the Seller not later than within 14 working days from the date of delivery.
5. The Seller shall consider the complaint within 14 working days from the date of receipt of the complaint document (as described above) and send a reply to the Buyer within this period. The condition for the complaint to be resolved shall be that the Buyer makes all defective Goods available to the Seller on request.

6. The Goods cannot be returned without the Seller's prior written consent. The Buyer shall bear the storage costs.
7. If the analysis of the cause of the complaint requires additional steps, for example: consultation with suppliers of components or services, performing tests, analyses, etc., the time for the completion of the complaint procedure may be extended. The Seller reserves the right to take samples of the Goods under complaint at the Buyer's warehouse. The samples may be taken personally by the Seller's representative or by an accredited testing laboratory indicated by the Seller. In the event of a dispute as to the defectiveness of the Goods, the Seller will only recognise the results of Goods testing performed by laboratories accredited by the Polish Centre for Accreditation.
8. The Seller is liable only for defects consisting of non-compliance of the Goods with the concluded Contract. The Seller's liability for physical defects of the Goods is limited to the net selling price of the Goods. The Seller is not liable for lost profits. The Seller, regardless of the legal status of claims directed to them, is not liable for indirect damages, including but not limited to damages caused by interruption in operations, costs of withdrawal of products from the market, costs related to processing of the Goods or their combination with other products, production costs, costs of loss of business partners.
9. If the complaint is found justified, the Buyer may request to replace the Goods with new ones or reduce the price. The Seller may also propose to withdraw from the Contract (a unilateral right of the Seller, i.e. the Buyer is not entitled to withdraw from the Contract). In the case of price reduction or withdrawal from the Sales Contract, an invoice adjustment will be issued only after the returned Goods to the Seller are weighed. The Buyer is not entitled to any claims against the Seller arising in connection with returning the Goods to the Seller's warehouse (in particular, reimbursement of transportation costs).
10. Any liability of the Seller for defects of the Goods is excluded if the Goods are not in original packaging (i.e. packaging in which they were delivered).
11. If the complaint is not confirmed, the costs of the complaint shall be borne by the Buyer.
12. A complaint does not entitle the Buyer to withhold payment.

## **§ 9. SUPPLIER'S LIABILITY**

1. The Seller shall be liable for non-performance or improper performance of an obligation under a Contract concluded with the Buyer resulting from a culpable act or omission.
2. This liability shall be limited only to the actual damage of the Buyer, however, not higher than the value of the non-performed or improperly performed order or other obligation of the Seller.

## **§ 10 FORCE MAJEURE**

1. In the event of "Force Majeure", the Seller reserves the right to amend previously confirmed delivery and order processing dates and to withdraw from the contract of sale of the Goods who has accepted the delivery.
2. "Force Majeure" shall mean all events which cannot be prevented at the time of the conclusion of the Contract and which are beyond the control of either Party, in particular: war, internal disturbances, flood, fire, earthquake and other natural disasters, governmental restrictions or orders or other acts of state or local government authorities, general and industrial strikes, as well as breakdowns, traffic accidents or unavailability of the Goods or parts thereof.
3. In any of the above-mentioned situations, the Seller shall not be deemed to have failed to perform or to have improperly performed an obligation and the Buyer shall not be granted the right to claim damages or contractual penalties.
4. The Party that is unable to fulfil its obligation due to the Force Majeure shall be obliged to immediately notify the other Party of this fact, not later than within 7 days from the occurrence of such events and provide reliable evidence thereof.
5. If the state of Force Majeure lasts for more than 30 days, the Parties shall proceed in good faith to determine a solution satisfactory to the interests of both Parties.

## **§ 11 DATA PROTECTION AND ELECTRONIC COMMERCIAL INFORMATION**

1. By accepting these GTCS, the Buyer consents to the processing of their voluntarily provided personal data by EKO ZIARNA or entities acting on its behalf in connection with the performance of contracts for the sale of Goods offered by the Seller and for marketing purposes related to the Seller's business activity. The Buyer is entitled to all rights under the Act of 29 August 1997 on the protection of personal data (consolidated text - Journal of Laws of 2014, item 1182 as amended), in particular they have the right to inspect their own data.
2. Pursuant to the provisions of the Act of 18 July 2002 on the provision of services by electronic means (consolidated text - Journal of Laws of 2013, item 1422 as amended), the Buyer consents to EKO ZIARNA sending, by electronic means to the e-mail address provided by the Buyer, messages and information of a commercial nature, in accordance with the provisions of this Act.
3. By accepting these GTCS, the Buyer consents to the use by EKO ZIARNA of telecommunications terminal devices and automatic calling systems for direct marketing purposes.



## **§ 12 CONFIDENTIALITY**

1. "Confidential Information" - within the meaning of the GTCS shall be all materials and information in written, electronic form, as well as communicated in any form concerning a Party, into the possession of which the other Party came in connection with the cooperation referred to in the Contract, in particular, strategies, reports, applied methods and procedures, trade secrets, marketing activities and plans, business contacts, databases of customers, information on employees and co-workers and their employment conditions, budget, accounting, financial matters and pricing policy; Confidential Information within the meaning of GTCS does not include information which is generally known, due to the fact that it has been published in the media such as the press, radio, television, or has been made publicly available in any other way enabling an undefined group of people to become familiar with such information in a manner other than as a result of a breach of the provisions of the GTCS.
2. The Parties undertake to:
  - a) maintain all Confidential Information in strict confidence,
  - b) use Confidential Information solely for the purpose of performing the GTCS,
  - c) immediately return or destroy all media and documents (including all copies) with Confidential Information at the request of the Party concerned.
3. Confidential Information may not be copied or reproduced without the prior express consent of the Party to whom it relates.
4. If a Party is required by applicable law to disclose Confidential Information, it shall immediately inform the other Party in Written Form.

## **§ 13 FINAL PROVISIONS**

1. The Buyer shall be obliged to maintain confidentiality of any information concerning the Contract concluded with the Seller. The Buyer undertakes to make every effort and implement procedures to fulfil the obligation resulting from the first sentence.
2. When ordering, the Parties shall indicate their address details and telephone numbers and e-mail addresses. If no such data is indicated, the Parties shall consider the address data resulting from relevant registers and records as correct.
3. Assignment of rights arising from a Contract concluded by the Buyer or an order placed by the Buyer shall only be permissible with the prior express consent of the Seller in Written Form.
4. In the case of legal invalidity of some provisions of the GTCS due to the introduction of different legal regulations, the remaining provisions shall remain valid. Pursuant to this severability clause, if certain provisions of the GTCS prove invalid, the Parties undertake to enter into negotiations to supplement the GTCS in that part.

5. The Seller shall be entitled to claim damages in excess of the value of contractual penalties reserved in GTCS.
6. The law applicable to the Contract shall be the law applicable to the country in which the Seller has its registered office.
7. Any disputes arising between the Parties shall first be resolved amicably between the Parties. In case of disagreement, disputes shall be settled by the court having jurisdiction over the registered office of the Seller.
8. In matters not regulated, the provisions of the Civil Code and other relevant regulations shall apply.
9. These GTCS have been drawn up in 2 language versions - Polish and English. In the case of discrepancies between the language versions, the Polish version of GTCS shall be deemed binding.