

GENERAL CONDITIONS OF DELIVERY of AGRANA Fruit Polska Spółka z o.o.

§ 1. General Provisions

The General Conditions of Delivery specify the rules of cooperation between **AGRANA Fruit Polska spółka z o.o.** registered in the District Court in Warszawa, 12th Business Division of the National Court Register No. 0000055268, NIP [VAT] No. 5210415750, BDO [waste database] No. 000091118, and the entity with which the delivery contract is entered into.

1. The terms below used in these General Conditions of Delivery shall mean as follows:
 - a) GCDs – these GENERAL CONDITIONS OF DELIVERY of AGRANA Fruit Polska sp. z o.o.
 - b) Supplier – AGRANA Fruit Polska sp. z o.o. as a supplier/seller of goods to another entity.
 - c) Customer – an entity purchasing goods from AGRANA Fruit Polska sp. z o.o.
 - d) Parties – jointly the Supplier and the Customer.
 - e) Goods – products purchased by the Customer and manufactured or sold by AGRANA Fruit Polska sp. z o.o.
 - f) CMR – the international consignment note constituting the basic shipping document.

These GCDs shall apply exclusively to relations between entrepreneurs in accordance with the provisions of Article 43¹ of the Polish Civil Code.

2. By placing an order and/or entering into contract, the Customer accepts the conditions specified below, provided to the Customer, unless their application has been expressly excluded by the Parties in writing. In the event of any conflict between the provisions of these GCDs and the provisions of the contract, the provisions of the contract shall prevail.
3. If the Supplier and the Customer have a permanent business relationship, acceptance of these GCDs upon the first order placement and entering into a contract shall be valid in all other contracts until these GCDs are terminated or amended.

§ 2. Order

1. Orders shall be accepted by the Supplier by electronic mail (e-mail) or in writing.
2. The order signed and submitted to the Supplier by the Customer may be cancelled by the Customer no later than upon starting the order processing by making a declaration as specified in item 1. Once the order processing is started, order cancellation is possible only upon the Supplier's consent and provided that the Customer undertakes to cover all costs incurred by the Supplier in connection with starting the order processing. Order cancellation shall each time be confirmed in writing by the Supplier.

§ 3. Offer

1. The offer submitted by the Supplier shall be valid for 30 days from the date of its issue, unless another date of validity is specified in the offer. If, during the offer validity period, any unpredictable circumstances occur due to significant increase of production or raw material costs, the offer conditions can be changed unilaterally not later than at the time of its acceptance by the other Party. Once the offer is accepted, the conditions can be changed only by agreement of the Parties.

2. If the offer is submitted by the Customer, the offer shall be accepted provided that, during its validity period, the Supplier confirms its acceptance in the manner specified in section 2(1). Any proposal for changing the offer submitted by the Customer or the Supplier shall constitute a new offer.

§ 4. Sales Contract

The submission and acceptance of the offer specifying the material provisions of the contract shall be understood as entering into the contract.

§ 5. Price

1. The prices used are net prices and shall be increased by VAT in accordance with the regulations applicable to the goods.
2. The prices stated in the Contract refer to the indicated Incoterms.
3. Orders not complying with the Contract shall require written confirmation of the price and delivery terms by the Supplier.

§ 6. Terms of Payment

1. Payment for the Goods shall be made within the time limit and on conditions specified in the invoice issued by the Supplier. The payment period shall be counted from the date of issuing the invoice.
2. The date of payment by the Customer shall be the date when the due amount is credited to the Supplier's bank account indicated each time on the VAT invoice.

§ 7. Late Payments

1. For each day of delay in payment by the Customer, statutory interest for delay may be charged in accordance with the legal provisions in force in Poland.
2. The Supplier may suspend the order processing if the Customer is in arrears with payment of any invoice.
3. In case of delayed payment, the Supplier shall have the right to claim, in addition to the principal amount and interest for delay, other costs, i.e. reimbursement of court and enforcement costs and legal representation expenses. Moreover, the Supplier shall have the right to demand and claim from the Customer reimbursement of lump-sum debt collection costs up to the amount of 10% of the sum of the amounts due to be collected.

§ 8. Terms of Delivery

Each delivery shall be subject to notification by the Supplier.

1. The Customer shall accept the ordered Goods on the date of readiness for collection confirmed by the Supplier.
 - a) After this date, the Supplier shall have the right to charge the costs of storage of Goods in the amount of PLN 1 per pallet or container per day for the first 14 days of storage and a lump sum of PLN 10 for each pallet or container, whether 400 or 800 litres (for entry and exit from the warehouse and intra-warehouse transfer).

- b) Starting from the 15th day of storage, the Supplier shall have the right to charge a storage fee of PLN 10 per pallet or container per each day and a one-time lump sum of PLN 20 per pallet or container, whether 400 or 800 litres (for entry and exit from the warehouse and intra-warehouse transfer).
2. If the ordered Goods are not collected in spite of a written call, the Customer shall repair any resulting damage in a full amount towards the Supplier. If the Goods are not collected until the expiry date, the Supplier shall have the right to dispose of the uncollected goods at the expense and risk of the Customer.
 3. If the Supplier's inability to provide the service occurred as a result of Force Majeure, the Customer shall not be entitled to any claims for redress of damage resulting from non-performance or undue performance of the obligation. The Supplier shall notify the Customer immediately of any events which made the delivery impossible.
 4. In the event of any overdue payments on the part of the Customer, non-payment of interest for delayed payments or in case the Supplier becomes aware of any deterioration in the financial standing of the Customer in a manner which may adversely affect the Customer's performance of its obligations under the contract entered into with the Supplier, the processing of any subsequent orders may be suspended until the relevant payments are made or the payments are secured in a manner agreed separately by the Supplier. The suspension of deliveries shall not constitute failure to perform or improper performance of the contract.
 5. The Supplier shall have the right to charge the Customer with transport costs if an incorrect delivery address is given in the order and it is necessary to transport the products to another place.

§ 9. Returnable Packaging

1. As a standard, the goods are packed by the Supplier in aseptic steel containers of 400 l and 800 l capacity or on EURO/EPAL pallets. Other, non-standard, technically possible packing shall be allowed as agreed with the Customer.
2. Unless otherwise agreed, the Customer shall return EURO/EPAL pallets by way of replacement during the next delivery. If the obligation to replace the pallets is not met, the Supplier shall charge the Customer with the value of the unreplaced pallets according to the purchase prices.
3. Deliveries in returnable containers shall be carried out in accordance with the standard specified in the Container Handling Manual appended to GCCs.
4. The time limit for return of the returnable container packaging is 14 days after the guaranteed expiry date of the product, unless another return date was agreed. If the Customer fails to return/release the returnable packaging within the period specified by the Supplier, the Customer shall be charged with the cost of the unreturned returnable container packaging in accordance with the price list currently in force (EUR 1.12 per day) for failure to comply with the obligation to return the packaging.
5. Defects in the returnable packaging shall be reported on CMR to the Supplier by the Customer directly upon delivery.
6. If the returnable packaging is damaged by the Customer, the Customer shall be charged with costs of repair or replacement of the damaged packaging in accordance with the returnable packaging purchase price currently in force.

§ 10. Transport and Storage Conditions

1. The means of transport shall be free from any contamination that might adversely affect the safety and quality of the products transported.
2. The goods shall be transported and stored in a manner consistent with the specification and in a way that does not expose them to mechanical damage, in particular unsealing of bulk packaging.

§ 11. Termination of Production

The Customer shall inform the Supplier about the termination of order placement for a given product 3 months in advance. If this period is shorter, the Supplier shall cover the cost of the remaining raw materials accumulated for the three-month production period.

§ 12. Exclusive Raw Materials

1. If a new product is created at the Customer's order and the use of exclusive raw materials, i.e. raw materials not used by the Supplier so far, is required, the Supplier shall inform the Customer about this requirement at the product development stage.
2. One month before the harvest of a given raw material, the Customer shall provide its demand until the next harvest. The raw material shall be contracted and purchased by the Supplier in the quantity determined on the basis of the demand for the purchase of products containing exclusive raw materials, as specified by the Customer.
3. The Customer shall use exclusive raw materials in the quantity ordered by the Customer; otherwise, the Customer shall cover the sum of the costs of raw materials purchased by the Supplier and not used for the production of previously ordered raw materials. To this end, the Supplier shall provide the Customer with a summary of the quantity of the remaining raw materials. The Customer shall collect the remaining raw materials for its own use or leave them for the Supplier for disposal. If the value of the raw material and the cost of disposal exceeds PLN 500, the Customer shall receive a report on destruction and be charged with the cost of raw material disposal.
4. The Supplier may offer the Customer:
 - a) Alternative consumption of the exclusive raw material if it is possible to use the exclusive raw material as a standard raw material; in such a case, the Customer shall cover only the difference in price between the exclusive and standard raw material;
 - b) Sale of the raw material to third parties; the Customer shall cover the loss constituting the difference between the raw material's purchase price and the sale price.
5. During the term of the contract for the supply of a given product, the raw material contained therein may become exclusive if no longer used by other customers. In such a case, the Supplier shall provide the Customer with the relevant information and the Parties shall agree on the demand for this raw material until the next harvest. From then on, the provisions of sections above shall apply to this raw material.

§ 13. Complaints

1. Complaints shall be reported by the Customer immediately in writing or electronically to reklamacje@AGRANA.com, specifying the exact reason for the complaint (description of the defect, photos, type of packaging) and providing delivery identification data, such as:

- a) Name of the goods;
- b) Order No.;
- c) Stock Issue Confirmation No.;
- d) Delivery date;
- e) Lot No.;
- f) Container No.;
- g) Quantity subject to complaint (kg).

Template complaint is available on the Company's website.

2. If any defects are found upon the acceptance of the delivery, the Customer shall make appropriate entries in the Stock Issue Confirmation (information about transport defects and damage found). Lack of entries on delivery documents shall mean that the delivery is accepted without reservation.
3. If quantity shortages are found in the delivered Goods, the Customer shall report it on the day of delivery at the latest by making an appropriate entry in the delivery note.
4. If quality discrepancies are found, the complaint shall be made immediately after discovery, but not later than within the expiry period extended by the duration of the shelf life of the client's product.
5. In the event of failure to lodge a complaint within the time limits specified above, the Customer shall lose the right to lodge a complaint.
6. The Supplier shall not be liable for any damage to the Goods caused during unloading and faulty storage of the Goods.
7. The validity of the complaint shall be investigated by the Supplier within a period not longer than 14 working days from the date of the Customer's delivery of the defect evidence and delivery identification data in accordance with § 13 item 1. The Customer shall, not later than within 1 hour, inform the Supplier about the decision to withdraw the product from the market.
8. The Supplier shall resolve the complaint no later than within 14 days from the date of submission, unless the complaint settlement depends on the date of specialised tests or independent expertise.
9. If the complaint is acknowledged as valid, the Supplier shall indicate the way the defect will be handled (free replacement delivery, removing defects free of charge, reducing the price).
10. The quantity within the tolerance range specified in § 15 shall not be subject to complaint.
11. The Goods that have lost their properties as a result of improper storage at the Customer's premises shall not be subject to complaint. The conditions for the proper storage of the Goods are set out in § 10.
12. Lodging a complaint shall not suspend the payment period in relation to the delivered Goods.

§ 14. Quality Assurance

1. The Supplier shall deliver the Goods in compliance with Polish and European standards for food products, the product specification, and each quality certificate attached.

2. After the expiry date specified in the specification, the Customer shall not be entitled to any claims for loss of quality properties of the goods.
3. The quality assurance refers only to goods stored and used as intended.
4. The Supplier's liability for lost profits shall be excluded.

§ 15. Tolerances

The Supplier shall deliver the Goods to the Customer in quantities individually agreed between the Parties, subject to quantity discrepancies in accordance with production tolerances of +/- 10%.

§ 16. Confidentiality

1. The Customer hereby undertakes to keep confidential any materials, documents and information received from the Supplier in a direct or indirect manner and marked as confidential.
2. The obligation set out in item 1 above shall apply to all information, irrespective of the method of transmission, whether the Customer has received it directly from the Supplier, the Supplier's group companies, or through its employees, subcontractors or third parties, provided that it has been marked as confidential.
3. The Customer's confidentiality obligation shall apply in particular to financial, marketing, commercial, and technological information, know-how, including recipes, production methods, and other information marked as confidential (hereinafter referred to as the "Information").
4. The Customer undertakes to ensure that any information provided and disclosed to it by the Supplier are kept in full secrecy and confidence, are used and disclosed solely for the purpose of performing the contract and are not provided or disclosed to any third party without the Supplier's express prior written consent.
5. The obligation to keep confidential information in secrecy shall also apply to the Customer's employees and partners (as defined in item 3) who can have access to confidential information. The Customer shall inform its employees and the persons referred to in the preceding sentence of the obligation to keep confidential information in secrecy and the consequences of failure to abide by it.
6. The Customer undertakes to ensure that the Information is not disclosed by its associates, employees, and subcontractors. The Customer shall be held liable for any event the Information is disclosed by or to such persons.
7. The obligation to keep the Information in secrecy shall not apply if the obligation to make it available to third party (in particular to the relevant authorities) results from legal regulations in force and the Customer is requested to provide the Information.

In any such case, the Customer shall:

- a) immediately notify the Supplier about the request, unless prohibited under applicable law or decisions of the requesting authority. The Supplier shall receive such notification from the Customer before the Information is provided to the person entitled to request for disclosure;

- b) disclose the confidential information only to the extent required by law;
 - c) take all possible steps to ensure that the confidential information is treated in confidence and used only for the purpose for which it was disclosed.
8. The Customer shall use its reasonable endeavours to ensure that its means of communication used to receive and disclose the confidential information guarantee the security against unauthorised access.
 9. The Customer agrees to store all Information expressed in tangible form in a manner that prevents unauthorised access.
 10. The Customer shall return all materials and their copies containing the Information at the first request of the Supplier. This shall apply also to materials in possession of persons referred to in item 5 above.
 11. In case of the Customer's breach of the confidentiality provisions set out in GCDs, the Customer shall pay the Supplier a contractual penalty in the amount of PLN 25,000 for each case of a duly documented breach.

The Supplier shall have the right to claim damages in excess of the contractual penalty.

The obligation to keep the Information confidential shall remain in force regardless of the commencement, duration, and termination of cooperation with the Supplier.

§ 17. Personal Data

Personal data shall be processed by Agrana Fruit Polska in a responsible manner.

All information regarding the processing of personal data by Agrana Fruit Polska shall be made available on the following website: <https://pl.agrana.com/agranainpoland/agrana-fruit>

§ 18. Final Provisions

1. Polish law shall apply to all matters not governed in *these* GCDs.
2. Any disputes arising from the performance of these GCDs shall be resolved amicably. If no agreement is reached, the dispute shall be settled by the court having jurisdiction over the Supplier's registered office.
3. If, during the period of validity of these GCDs, a bankruptcy petition is filed against either Party, or either Party is declared bankrupt at the creditor's request or subject to recovery proceedings, or is put into liquidation, it shall immediately inform the other Party.
4. These GCDs shall come into force on 01.03.2022.
5. These GCDs are available on the Supplier's *website*: https://pl.agrana.com/fileadmin/inhalte/poland/documents/OG%C3%93LNE_WARUNKI_WSP%C3%93%C5%81PRACY_01PL.pdf