

**VITAFER SP. Z O.O. SP. K.**  
**GENERAL TERMS AND CONDITIONS OF SALE**

**§ 1 Definitions**

Whenever the provisions of these VitaFer General Terms and Conditions of Sale refer to:

- 1) **Supplier** - it shall mean the company under the name of VITAFER SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA KOMANDYTOWA, registered office: TARCZYN 05-555, ALEJA KRAKOWSKA 19, KRS 0000772883, NIP 1231426805, respectively;
- 2) **Recipient** - it should be understood as the other party to the Agreement concluded with the Supplier;
- 3) **Goods** - it should be understood as products from the range currently offered by the Supplier;
- 4) **Agreement** - it should be understood as any agreement obliging the Supplier to sell or deliver Goods to the Recipient, including an order placed by the Recipient and accepted for execution by the Supplier (also through an exchange of e-mails);
- 5) **Price** - it should be understood as the monetary consideration of the Recipient reserved by the Agreement to the Supplier;
- 6) **Business Day** - it should be understood as a day that is not a Saturday or a holiday in Poland;
- 7) **GTS** - it shall be understood as these General Terms and Conditions of Sale of VitaFer;
- 8) **Party** - it should be understood as the Supplier or the Recipient, collectively referred to as the **Parties**.

**§ 2 General provisions**

1. GTS shall apply to all Agreements, even if their acceptance by the Recipient has not been documented in writing. Nevertheless, the lack of written acceptance of GTS on the part of the Recipient entitles the Supplier to refuse or withhold execution of the order, or to release the Goods.
2. In the event that any other general terms and conditions apply to the Agreement or the parties have other agreements, the GTS shall take precedence.
3. The Recipient's general terms and conditions to the extent that they contradict the GTS shall not apply between the Parties. For the avoidance of doubt, it is assumed that the wording of Article 385<sup>1</sup> § 1 of the Polish Civil Code does not apply.
4. In case of contradiction of some provisions of GTS with the Agreement, the Parties shall remain bound by the provisions of GTS as overarching in the remaining scope.

**§ 3 Conclusion of the Agreement**

1. The Agreement is concluded as a result of an order placed by the Recipient and its acceptance for execution by the Supplier, or as a result of an Agreement document signed by the Supplier and the Recipient.
2. Orders (respectively: confirmation of order acceptance and other notifications) may be submitted by the Parties in writing or by e-mail.
3. Orders (respectively: confirmation of order acceptance and other notifications) shall also be considered to have been effectively made on behalf of the Recipient, if they are made by a person who previously (in previous orders, respectively other notifications) acted for the Recipient, and the Recipient did not dispute these actions or even implicitly recognized them as having been made on its behalf, until the Recipient notified the Supplier in writing or by e-mail of the withdrawal of powers of attorney (authorizations) for this person. This rule shall apply mutatis mutandis to correspondence sent from the e-mail address from which orders (notices) were previously sent on behalf of the Recipient - until notification of the obsolescence of the same address.
4. Proposals, advertisements, price lists, catalogs and other

materials that come from the Supplier are for information purposes only and do not constitute an offer as defined in provisions of the Polish Civil Code, that binds the Supplier.

5. The use of deferred payment or trade credit by the Recipient is subject to a positive assessment of the economic and financial situation of the Recipient.
6. If the period between the conclusion of the Agreement and the date of receipt or shipment of the Goods is longer than 1 month, and if during this period, the costs of producing the Goods (prices of raw materials, labor costs, the amount of taxes, etc.) will significantly (materially) increase, the Supplier shall be entitled to propose a new Price to the Recipient. If the Recipient does not object within 7 calendar days from the sending of the proposal to change the Price, it shall be deemed to have accepted the new Price. The Recipient's objection to the price change shall entitle the Supplier to withdraw from the Agreement in whole or in part.
7. It shall be the responsibility of the Recipient to undertake activities aimed at releasing the subject of the Agreement for marketing in foreign markets, including obtaining the relevant permits or registration.
8. The Recipient declares that they hold all rights to the names, trade names, trademarks, logos, labels, graphics, and texts provided to the Supplier for the production of labels for the ordered goods, including unlimited copyright, and grants the Supplier a non-exclusive, royalty-free license, without territorial restrictions, for 10 years to use the works provided by the Recipient for the execution of the Agreement or Order in the necessary fields, including printing, reproduction by any technique, storage in computer memory, and recording by any technique. The license includes the right to make changes to the works and authorizes the granting of sublicenses. The Recipient releases the Supplier from any claims related to the works, names, trade names, or trademarks provided by the Recipient to the Supplier and agrees to reimburse the Supplier for any costs incurred due to third-party claims, including awarded amounts, damages, compensation, court costs, and legal fees.

**§ 4 Returns, resignations**

1. Goods are produced on the special order of the Recipient, the consequence of which is that there is no possibility of return or resignation from the order after its acceptance for implementation by the Seller.
2. In the event of cancellation of the order, non-collection or preventing the Supplier from delivering the ordered goods, the Supplier shall be entitled to charge the Recipient a contractual penalty in the amount equivalent to 30% (in words: thirty percent) of the gross value of the goods covered by the order in question. The contractual penalty will be payable within 14 days of the demand for payment. This does not exclude the possibility of claiming compensation under general rules in case of damage exceeding the amount of contractual penalty.

**§ 5 Deliveries**

1. The Supplier shall deliver the Goods in accordance with Incoterms 2020 or other principles, as indicated in the Agreement.
2. Unless the provisions of the Agreement state otherwise, the Goods shall be delivered in accordance with the EXW formula: Aleja Krakowska 19, 05-555 Tarczyn, Poland.
3. If the provisions of the Agreement do not provide otherwise, the Recipient shall be obliged to take delivery of the Goods on the date indicated in the relevant notification of the Supplier.
4. If the Supplier, on the basis of the concluded Agreement, undertook to deliver the Goods to the address indicated by the Recipient and unless expressly stipulated otherwise, the DAP rule shall apply.
5. The date of shipment or delivery of the Goods shall be

- extended in the event of unforeseen and unforeseeable obstacles, which are outside the ordinary course of events, whether they are related to the Supplier's operations or the operations of its tier 2 suppliers or subcontractors, including but not limited to force majeure events. Such unforeseen circumstances include, in particular, a prolonged shutdown of production facilities caused by an industrial accident, unforeseen significant disruptions in the supply of electricity, other utilities or raw materials.
6. The date of shipment or delivery of the Goods may be extended if the transportation process would cause a risk of destruction or damage to the Goods for reasons beyond the Supplier's control. Such circumstances include, among others, the occurrence or forecast of negative air temperatures. At the express request of the Recipient, shipment or release may be carried out in accordance with the provisions of the Agreement with simultaneous assumption by the Recipient of the risk of damage or destruction of the Goods during transport.
  7. The date of shipment or release of the Goods may be extended in the event that the Recipient fails to provide the information and/or materials required by the Supplier necessary for timely performance of the Agreement. Such circumstances include, in particular, the Recipient's failure to accept or provide graphic designs of the Goods' labels via e-mail within the time limit set by the Supplier (if applicable). If the Recipient fails to comply with this obligation, the Supplier shall be entitled to deliver the Goods with labels prepared at its own discretion. The Delivered Goods shall in such situation be deemed to be in compliance with the Agreement.
  8. In the event of a delay in shipment or release of the Goods at the request of the Recipient or due to circumstances borne by the Recipient (e.g. delays in payment resulting in withholding of release of the Goods or the Recipient's delay in taking delivery of the Goods), the Supplier may require the Recipient to cover the cost of storage at the rate of 3% of the net price of the Goods for each commenced week of storage.
  9. Inspection of the Goods in terms of quantity shall take place at the time of delivery of the Goods, at the place of delivery, with the participation of a representative of the Supplier and the Recipient, the latter of whom shall be deemed to be any person actually used by the Recipient, including a carrier acting for the Recipient or a person used by the carrier for transportation. In the event of a quantitative shortage, the Recipient shall be obliged to write a protocol with the carrier and immediately, no later than within 48h of receipt of the Goods, notify the Supplier of the situation in writing or by e-mail to office@vitafer.pl.
  10. In the case of deliveries carried out by transport or on the order of the Supplier, the Recipient, upon receipt, is obliged to check for mechanical damage to the Goods during transport. In the event of damage or any irregularities in the Goods delivered or issued, the Recipient is obliged, before confirming their receipt in each case, to perform the actions required by the carrier, first of all, to write a damage report in order to unequivocally exclude the Recipient's participation in its occurrence. The Recipient is obliged to take photographic documentation showing the damage and immediately, no later than within 48h of receipt of the Goods, notify the Supplier of the situation in writing or by e-mail to office@vitafer.pl.
  11. Neglect of the above obligations, as well as Receipt of the Goods without reservations by the Recipient shall extinguish any claims for loss or damage to the Goods caused during transport, as well as shortages or visible defects and damage.

#### § 6 Payments

1. Unless expressly stipulated otherwise, each Price, which is included in the price list, confirmation or other document

from the Supplier, is the net price on the basis of EXW Tarczyn 05-555, Aleja Krakowska 19. This price does not include in particular the cost of insurance, customs duties, taxes, freight and unloading costs.

2. In case of delays in payment of the Price exceeding 7 calendar days (including payment of the Price of Goods previously delivered and interest for delay) or in case when the total amount of the Recipient's liabilities (due and not due) for payment of the Price of Goods exceeds the limit of trade credit granted to the Recipient established by the Supplier, and also in case, if, after the conclusion of the Agreement, the economic and financial situation of the Recipient has significantly deteriorated in the opinion of the Supplier, or there has been another circumstances justifying the fear of failure to pay the Price on time, the Supplier shall be entitled to suspend the realization of its own services, including the manufacture or release of the Goods until the payment of the Price (prepayment), or it may require the Recipient to establish security for the payment of the Goods. In addition, the Supplier may in such a situation withdraw from the Agreement in the part not yet performed.
3. The amount of the trade credit limit shall be determined by the Supplier at its sole discretion. The Supplier reserves the right to change the trade credit at any time, and in particular in accordance with changes in the amount of the current insurance limit of claims against the Recipient.
4. Until the Recipient makes full payment of the Price of the Goods, the Goods shall remain the property of the Supplier.
5. The Parties declare that they are active taxpayers of tax on goods and services. To the Price expressed in net value the Supplier shall add VAT in the amount resulting from the applicable legislation.
6. The Recipient accepts the issuance and transmission of invoices via e-mail.
7. The Price shall be paid by bank transfer to the Supplier's account indicated in the VAT invoice for the delivery of a given batch of Goods.
8. If the applicable regulations make the Supplier's rights or obligations, as a taxpayer or withholding agent resulting from the performance or payment of the Price, dependent on obtaining a certain statement, certificate, information or other document concerning the Recipient, the Recipient shall immediately provide such document to the Supplier, no later than within 3 working days from the Supplier's appropriate request. The Supplier shall be entitled to withhold its own performance until such statement, certificate, information or document is obtained from the Recipient.
9. In case the Goods destined for the European Union market (outside Poland) is collected from the Supplier's warehouse and the Supplier applies the 0% VAT rate on the sales invoice, the Recipient is obliged to send the Supplier a confirmation of export and acceptance of the Goods at the destination outside Poland, in accordance with the requirements provided by the Supplier in this respect. Failure to fulfill this obligation within the time limit set by the Supplier entitles the Supplier to issue a correction invoice and add VAT to the Price at the applicable standard rate.
10. In case of Goods exported outside the territory of the European Union, the Recipient is obliged to send the Supplier a document in which the customs office confirms the export of the Goods from the customs territory of the EU. The provisions of the preceding paragraph shall apply accordingly.

#### § 7 Complaints

1. The Supplier warrants that it is entitled to freely dispose of the Goods, and that the Goods are not encumbered by any third party rights or enforcement seizures, and that the delivery of the Goods does not interfere with any claims of third parties and is not intended to harm them.

2. The Supplier guarantees the required quality, completeness and full compliance of the performance with the Agreement, and that the delivered object of performance or part thereof is new, free from legal and physical defects.
3. The quality warranty period of the Goods shall include the period of their fitness for use indicated on the packaging or label.
4. The Supplier shall supply the Recipient with Goods from the range of the range currently offered by the Supplier. The properties of the Goods shall be in accordance with the specifications expressly stated by the Supplier in the documents (cards, attestations, certificates, etc.) sent by the Supplier. The Supplier does not give any other assurance as to the properties of the Goods, including suitability for a specific application.
5. A physical defect in the Goods shall be considered only if the Goods do not conform to their properties as expressly indicated in the Agreement, specifications (Goods card) or other documents issued by the Supplier to the Recipient.
6. The filing of a complaint shall not relieve the Recipient from the obligation to pay the full Price of the Goods.
7. In the event of ascertaining quantity shortages during the reception of the Goods, any irregularities or damage in transportation, the Recipient shall be obliged to act in accordance with the provisions of §5. GTS, inter alia, write a protocol with the carrier, take photographic documentation and immediately, not later than within 48h from the receipt of the Goods notify the Supplier of the situation in writing or by e-mail to office@vitafer.pl.
8. Complaints other than those indicated in the above paragraphs should be filed immediately, but in any case no later than within 14 days from the date of discovery of a defect in the Goods.
9. The ineffective lapse of the deadline for notification of defects, damage or deficiencies (complaints) shall result in the loss of claims for their occurrence.
10. The Recipient in the complaint letter is obliged to indicate, inter alia, the name of the advertised product, the type of packaging and its capacity, the advertised quantity, lot number, invoice number, provide a detailed description of the defect in the goods, the circumstances of its disclosure, a description of the place and manner of storage, send photos with a visible lot number and specify its expectations from the Supplier.
11. The Supplier undertakes to consider the complaint, including, if necessary, examination of the claimed Goods within 60 days from the date of receipt of a complete complaint notification, unless this deadline cannot be met for reasons beyond the Supplier's control.
12. The Recipient shall be obliged to secure the Goods complained about for the purpose of any visual inspection with the participation of a representative of the Supplier, and if necessary, make available a sample of the Goods complained about in order to subject it to appropriate tests.
13. The Recipient shall be responsible for adequate protection of the Goods under complaint for the period of storage and transportation.
14. The Supplier is obliged to remove the defect in the Goods within 30 days from the date of positive consideration of the complaint, unless this deadline cannot be met for reasons beyond the Supplier's control.
15. The Supplier, as part of the removal of the defect, may offer to repair or replace the Goods with defect-free Goods, refund the Price of the defective Goods or offer a reduction in the Price.
16. In the event that repair or replacement of the Goods with a new one is not possible or would be associated with disproportionately high costs, and the parties do not agree on

a reduction of the Price, the Supplier may exempt itself from liability by returning the Price of the previously returned to the Supplier, defective Goods.

17. Defective Goods may not be returned to the Supplier without the Supplier's prior approval.
18. The Supplier reserves the right not to accept a complaint in case of the Recipient's failure to comply with the rules of the complaint procedure set forth in the Agreement and GTS.
19. If the complaint proves to be unjustified, the Supplier shall be entitled to charge the Customer with the costs of the complaint procedure.

#### **§ 8 Storage and transportation**

1. The order and receipt of the Goods is tantamount to the Recipient's assurance that it has a warehouse and/or a place to store the Goods meeting the requirements of the Ordinance of the Minister of Agriculture and Rural Development of June 24, 2002 on occupational safety and health in the use and storage of plant protection products and mineral and organic-mineral fertilizers (Journal of Laws of 2002, No. 99, item 896, as amended), as well as that he is familiar with the properties of the Goods and the rules of their storage (warehousing) and transportation specified in the Specification/Technical Conditions, Safety Data Sheet and on product labels.
2. The Recipient shall be obliged to observe the principles of storage (warehousing) and transportation of the Goods covered by the Agreement in accordance with the provisions contained in the Specification/Technical Conditions and Data Sheets of the Goods, inter alia, to ensure a minimum storage temperature of +5°C, adequate protection of the Goods in a manner which excludes the possibility of damage or leakage during transportation, not to store pallets with products on top of each other.
3. The Recipient undertakes to inform its customers and end users about the principles of transportation and storage of the Goods.
4. The Recipient shall be fully responsible for any damage caused by improper storage or transportation of the Goods and for resulting quantitative and qualitative complaints, including complaints of downstream users, bearing all related costs on its own.
5. The Recipient undertakes to provide its customers with information on packaging and packaging waste in terms of:
  - available systems for return, collection and recovery, including recycling, of packaging waste,
  - proper handling of packaging waste, the meaning of markings used on packaging, at least by displaying information at the point of sale.

#### **§ 9 Liability**

1. Apart from the claims expressly stipulated in the Agreement, including the GTS, the Recipient shall not be entitled to any further claims against the Supplier, leaving aside claims that cannot be effectively limited by the will of the parties. In particular, the provisions of the Agreement exhaustively define the Supplier's liability for improper performance of the Agreement, including defects in the Goods.
2. The Supplier shall be liable to the Recipient only for direct material losses resulting from defects (non-compliance with the Agreement) of the Goods. The Supplier shall not be liable for indirect damages and lost profits.
3. To the fullest extent permitted by law, the Supplier's liability for the consequences of the use of the Goods, including personal injury (such as disorder of health, death) or material damage, resulting from or related to improper use, processing, storage, transportation of the Goods separately or in combination with other substances, is excluded. The above limitation of liability shall also apply to the consequences, the possibility of the occurrence of which the Supplier did not know

and, despite the exercise of professional diligence, could not know, taking into account the state of knowledge, technology and science current as of the date of delivery of the Goods.

4. The Recipient undertakes to indemnify the Supplier from any liability for damage to third parties arising from any act or omission of the Recipient, in particular, breach of obligations under the Agreement or under the law. The Recipient undertakes towards the Supplier to reimburse all amounts paid by the Supplier in connection with the assertion of claims on this account, including paid damages, compensation, court costs and legal assistance costs.
5. Regardless of the basis of claims, the total liability of the Supplier for improper performance of the Agreement (including defects in the Goods) shall not exceed the price of the Goods affected by the improper performance (defect), with the proviso that such liability shall be extended, to the extent (up to such limits, amounts, claims, etc.) in which it is covered by the insurance coverage provided to the Supplier under its liability insurance Agreement.

#### **§ 10 Protection of personal data**

1. Each Party undertakes to process personal data provided by the other Party in a manner consistent with the applicable provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free flow of such data and repealing Directive 95/46/EC (GDPR).
2. The Supplier shall make available to the Recipient an information clause for contractors (Clause), the content of which contains the information required under Articles 13 and 14 of the GDPR, and which remains available at [www.vitafer.pl](http://www.vitafer.pl).
3. The conclusion of the Agreement is tantamount to confirmation by the Recipient that he has read the Clause and accepts its contents.
4. The Recipient undertakes to comply with the information obligation within the timeframes indicated in the provisions of the GDPR to all persons referred to in paragraph 1 above, and as part of the implementation of the information obligation in the information clauses provided to such persons, the Recipient shall indicate the Supplier as a possible recipient of their personal data. If, in the course of the performance of the Agreement, the Recipient will perform on behalf of the Supplier activities related to the processing of personal data of persons other than those already mentioned, whose controller will be the Supplier, the Recipient is obliged to perform on behalf of the Supplier the information obligation also with respect to these persons.

#### **§ 11 Confidentiality**

1. The Parties to the Agreement undertake to keep confidential the provisions of the Agreement, as well as all information acquired in connection with its implementation, including:
  - a. personal data within the meaning of the GDPR Regulation,
  - b. information constituting a Party's trade secret.
2. The Parties undertake to use the information listed in paragraph 1 above, exclusively for the purpose of implementing the Agreement.
3. The obligation of confidentiality shall not apply to information that is generally known, information made available at the request of an authority that, in accordance with applicable law, is entitled to require disclosure of such information.
4. The obligation of confidentiality shall remain in force for the period of time during which the information retains its confidential nature, in accordance with the legal regulations in force in this respect, but not less than for a period of 5 years from the date of its transfer.

5. The Party may disclose the information referred to in paragraph 1 above only to persons who will be involved in the performance of the Agreement. The Party undertakes to inform such persons of its obligations under the preceding paragraphs and undertake to comply with them. The Party shall be liable for any breach of confidentiality of information by such persons.
6. The obligation of confidentiality shall cease to the extent that the disclosing Party agrees in writing to disclose the information.

#### **§ 12 Correspondence**

1. Current agreements, instructions, notifications, notices, and alike statements relating to the execution of the Agreement may be submitted in writing or by e-mail to the addresses of the parties indicated in the Agreement, and in the case of written notification of a change in the data indicated in the Agreement - to the address that was last indicated by the party.
2. Persons indicated by a party in the Agreement as its representatives or coordinators shall be deemed to be authorized to make and receive on behalf of the party the statements referred to in paragraph 1.
3. The use of electronic mail shall not apply to statements on the termination or dissolution of the Agreement concluded in writing. These actions require written form under pain of nullity.
4. The Supplier may effectively notify the Recipient of changes to the GTS using electronic mail.

#### **§ 13 Final provisions**

1. If the Recipient fails to perform or improperly performs any of its obligations under the Agreement, as well as when in relation to the Recipient a bankruptcy petition was filed, bankruptcy, liquidation or dissolution of the company was announced, the Supplier shall be entitled (at its sole discretion) to immediately: terminate the Agreement in whole or in part, withdraw from the Agreement in whole or in part (until the lapse of a month from the agreed date of performance of the Agreement), or suspend its performance in whole or in part.
2. The Recipient may not transfer any rights and obligations under the Agreement without the prior consent of the Supplier, expressed in writing under pain of nullity.
3. If any provision of the Agreement or GTS is found to be invalid, in whole or in part, this shall not affect the validity of the remaining provisions of the Agreement or GTS. The parties hereby agree to replace such provision with another provision corresponding to the meaning and purposes of the invalidated provisions.
4. Any disputes arising out of or in connection with the Agreement shall be settled by the Common Court having jurisdiction over the Supplier's registered office.
5. The Agreement shall be governed by Polish law.
6. If the Agreement has been drawn up in two language versions, the Polish version shall be binding for the resolution of discrepancies between them.
7. In matters not regulated, the provisions of the Civil Code shall apply accordingly.