

General Terms and Conditions of Sale

AGRO-POLI Sp. z o.o.

Art. 1. General Provisions

1. These General Terms and Conditions of Sale (hereinafter referred to as the "GTCS") set out the rights and obligations of the parties to contracts of sale and supply of goods and services, of which AGRO-POLI Sp. z o.o. with its registered office in Stróža Kolonia 23-206, ul. Brzozowa 4, NIP [Tax Identification Number] 715-13-27-731, REGON [National Business Registry Number] 110137254 (hereinafter referred to as the "Seller") is the Seller.
2. GTCS are applicable when the Purchaser is a domestic entrepreneur or a foreign entrepreneur. GTCS constitute an integral part of the contracts for sale of the Products, regardless of whether the Seller manufactures the goods on its own or purchases them from other suppliers with or without further processing.
3. Any type of declarations, in particular changes to deadlines, reminders, declarations of withdrawal from the contract, require written form for their validity.
4. These GTCS are an integral part of sales contracts concluded by the Seller with the Purchaser.
5. Individual contracts with the Purchaser (including secured contracts, any supplements and amendments) have priority over these GTCS, provided that they are in writing.
6. These GTCS take precedence and exclude the application of other contractual templates of the Purchaser (general terms and conditions of contract, terms and conditions of sale, sample contracts, regulations, etc.).
7. these GTCS are published on the Seller's website: www.agropoli.com.pl.

Art. 2. Definitions

The terms used in these General Terms and Conditions of Sale shall mean:

1. Seller - AGRO-POLI Sp. z o.o. with its registered office in Stróža Kolonia 23-206, ul. Brzozowa 4, NIP 715-13-27-731, REGON 110137254.
2. Purchaser - domestic and foreign entrepreneurs (legal person, organisational unit without legal personality and natural person conducting business).
3. Payment deadline - the date on which the amount due for the Product is credited to the Seller's account.

4. Products - goods and services to be sold under the contract of sale concluded between the Seller and the Purchaser.
5. Technical Conditions - documents containing the technical parameters of the products offered by the Seller.
6. TDS - Technical Data Sheet (TDS) Is an information document, which mainly contains technical parameters of a given product.
7. Incoterms - a set of commercial formulas that define the terms of sale. These rules divide the costs and responsibilities between the Purchaser and the Seller and reflect the type of transport agreed.
8. Offer - a statement of intent to conclude a contract, which sets out the essential provisions of this contract according to the Civil Code.
9. Order - an order for the purchase of the Products placed by the Purchaser orally or in writing, delivered in person, by letter, courier, telephone or e-mail, including at least: the Purchaser's data necessary for issuing a VAT invoice, the name of the ordered product, quantity, completion date and terms of delivery, in accordance with the offer.
10. Confirmation - written (sent by e-mail, text message or fax) statement of the Seller on the acceptance of an order, submitted to the Purchaser with the attached technical conditions or TDS and specifying at least: Purchaser's data necessary for issuing a VAT invoice, the name of the ordered product, quantity, price, completion date, terms of payment and delivery, in accordance with the offer.

Art. 3. Conclusion of the Contract

1. The information regarding the goods and services sold by the Seller (hereinafter referred to as the "Products") presented in catalogues, folders, brochures, etc., as well as published on the Seller's website are for advertising purposes only and do not constitute an offer within the meaning of the Civil Code.
2. Purchaser may place orders in writing or orally.
3. The Seller shall submit to the Purchaser an order confirmation in writing (by e-mail, text message or fax).
4. The contract between the Seller and the Purchaser is concluded at the time of receipt of accepted order confirmation submitted by the Seller.
5. In the case of discrepancies between the order submitted by the Purchaser and the Seller's Offer, the Order Confirmation, which is submitted to the Purchaser by the Seller and then accepted by the Purchaser, is binding.
6. If the order refers to a previously submitted offer (in writing or orally) at the Purchaser's request, it is necessary to include the date of this offer on the order. If the date of the offer is not referred to, the Seller shall not be liable for any price discrepancies on the VAT invoice, the Product unavailability or discrepancies in the specific Product parameters specified in the original order.
7. The Purchaser's cancellation of an order is only permissible in exceptional situations, after agreeing the terms of order cancellation with the Seller in writing. The Seller reserves the right to charge the Purchaser with the actual costs incurred up to the moment of cancellation - not more than the value of the order.

Art. 4. Prices and payment

1. The price for the Product which is the subject of the contract of sale shall be specified each time in the offer or contract of sale.
2. The Purchaser is obliged to pay the invoice within the time limit resulting from the VAT invoice issued by the Seller.
3. The payment deadline and form shall be agreed individually for each Purchaser.
4. The payment of the price shall be made in the form of transfer to the bank account specified by the Seller in the VAT invoice, pro forma invoice, order confirmation.
5. The payment is considered to have been made when the funds are credited to the Seller's bank account.
6. The Seller reserves the right to increase the price in the event that, after the conclusion of the contract, there are premises of an objective nature justifying an increase in the price of the Product, on which the Seller had no influence, such as for example changes in energy prices, raw materials, tax rates on goods, etc., which may affect the price of the Product.
7. The prices quoted by the Seller are net prices and will be increased by the applicable value added tax in the amount and as required by applicable law.
8. Failure to pay within the period specified in the sales invoice shall entitle the Seller to discontinue the supply of the Products and suspend the execution of orders already accepted.
9. The Seller may make the execution of a new order placed by the Purchaser, who is in arrears with payments or pays invoices in arrears, dependent on the advance payment of the Purchaser's new order.
10. In the event of delay in payment, the Seller shall be entitled to statutory interest for delay in commercial transactions, unless a different amount of interest is specified in the contract.
11. The lodging of a complaint does not relieve the Purchaser from the obligation to make payment for the Products within the agreed deadline.
12. The Seller reserves the ownership of the sold and delivered Product until payment is made. The ownership of the Product shall be transferred to the Purchaser subject to full payment of the amount due. The Purchaser is responsible for the quantity and quality of the Product until the amount due has been paid in full. In the event of any damage, the Purchaser shall be obliged to compensate for it.

Art. 5. Product Delivery and Transport

1. Delivery of the Products will be made within the estimated time specified in the order confirmation.
2. The delivery date may be changed without responsibility on the part of the Seller in the event of:
 - a) suspension of delivery for reasons attributable to the Purchaser;
 - b) the Purchaser's delay in payment of overdue amounts;

- c) the Purchaser's failure to provide the Seller with the information necessary for delivery;
- d) delay attributable to the carrier;
- e) force majeure;
- f) breakdown of equipment used in production, lack of energy, raw materials, labour force.

In such cases, the delivery date shall be extended by the period of time during which such circumstances exist, taking into account the time necessary for the Seller to resume delivery.

3. The forms of transport, risk and insurance of the Products during transport indicated in the offer shall be in accordance with the Incoterms currently in force.

4. The risk of damage, destruction or loss of the Product shall pass to the Purchaser under the conditions adopted in the order confirmation.

5. The Purchaser is obliged, immediately upon receipt of the Product, to verify it by checking the condition of the consignment and the conformity of the ordered assortment. In the case of damage or non-compliance, the Purchaser is obliged to draw up a protocol in the presence of the driver, and immediately (no later than 3 working days) forward it to the carrier and the Seller.

6. If the Purchaser extends the agreed date of delivery or in the event of non-acceptance of the Products, the Seller shall have the right to charge the Purchaser with the costs of transport and storage.

7. If the Purchaser delays the collection of the Product from the Seller's warehouse by more than 7 days from the agreed date, the Seller shall call the Purchaser to collect the Product within an additional 7 days from the date of receipt of the call.

8. After ineffective expiry of the additional period described in point 7, the Seller shall be entitled to charge an additional fee at the Purchaser's expense for each day of storage.

Art. 6. Force Majeure

1. The Seller shall not be liable in the event of non-performance or undue performance of its obligations under the contract if this was due to causes beyond its control which could not have been foreseen at the time of concluding the contract and which could not have been avoided (force majeure), i.e:

a) If the non-performance of the terms and conditions of the contract is caused by an obstacle that is beyond the Seller's control and could not have been foreseen at the conclusion of the contract or that it will not be possible to avoid or overcome it or its consequences (e.g. natural disasters, earthquakes, floods, storms, volcanic eruptions, coincidences, riots, blockades, fires, wars, embargoes, hostage-taking, revolution, sabotage, strikes [if by a third party], terrorism, traffic accidents, pandemics/epidemics, production disruptions).

b) If the non-performance of the contract is due to the fault of third parties whose services the Seller uses for the performance of the contract, the Seller shall be exempted from liability, i.e. it does not have to accept liability, only if it is exempted and the third party itself would also have been exempted if the event

had applied to it. The exemption shall in principle apply for the period during which the impediment exists. In such cases, the Seller is obliged to inform the Purchaser of the impediment and its consequences for the ability to fulfil the contract. The obligation to inform must be fulfilled immediately upon receipt of knowledge of the impediment. Failure to comply with the duty to notify within a reasonable time shall render the Seller liable for damages resulting from the non-receipt of notification.

c) In the event of the conditions stated above, the Seller shall be released from the obligation to deliver the ordered goods and from any claims for damages. If there is a possibility of postponing the delivery to a later date and if this is acceptable to the Purchaser, the Seller shall be obliged to deliver the contractual products on a later date agreed in writing, and if such a possibility does not exist, the Seller shall be entitled to terminate the contractual relationship in whole or in part without compensation.

Art. 7. Complaints

1. The Seller shall ensure that the Products shall comply with the adopted specifications, i.e. Technical Data Sheets (TDS) and Technical Conditions.
2. Claims for defects under the warranty shall be time-barred after 2 years from the date of delivery of the Product to the Purchaser. The limitation period shall commence upon receipt of part or all of the goods, depending on what the defect concerns.
3. In the case of an order of more than one batch of a given Product, slight deviations in colour are permissible due to the nature of the materials used.
4. Replacement and discounts are not available for Products affected by:
 - a) improper selection and use contrary to the intended use,
 - b) improper storage,
 - c) exposure to various atmospheric conditions, sunlight, flooding, etc,
 - d) effects of any mechanical or thermal damage.
5. After assessing the condition of the consignment in accordance with Art. 5 point 5, the compliance of the delivered product with the applicable specifications, i.e. Technical Data Sheets (TDS) or Technical Conditions attached to the Order Confirmation, must be checked without delay (at the latest within 7 working days).
6. In the event of defects in the delivered Product, a complaint should be made immediately (within 5 working days) in writing (by e-mail or fax) under pain of invalidity.
7. The complaint may relate to the verified part of the defective product, not the whole.
8. Products covered by the complaint should be stored in the original packaging (in order to protect them from damage and external factors) until the complaint is considered.
9. A complaint shall be considered within 14 days from the date of notification.

10. In the framework of the accepted complaint, the Seller shall replace the goods with defect-free goods or give a discount in the form of price reduction as soon as possible on the basis of the complaint protocol accepted by the Parties.

11. Choice of the way in which the complaint is resolved shall be at the Seller's discretion.

Art. 8. Liability

1. The Seller shall be liable for, among other things, non-conformity of the product with the specification, non-delivery or incorrect delivery.

2. The Seller shall not be liable for any damage caused by due to improper storage, selection of the Products, their improper use or misuse.

3. If the parties have agreed on the delivery of the Products that do not meet the technical conditions or TDS, the Seller is not liable for the resulting damage.

4. The Purchaser is liable for the applicability and consequences of the use of the Products delivered by the Seller in the Purchaser's specific construction solutions, even if the Seller was involved as an advisor or consultant in the preparation of the Purchaser's construction and final product.

5. The Seller shall not be liable to the Purchaser for defects in goods made by the Purchaser using Products supplied by the Seller.

Art. 9. Final Provisions

1. These GTCS shall be governed by the Polish law.

2. The court competent to resolve disputes arising from the application of these GTCS shall be the competent court for the registered office of the Seller.

3. Any amendments to these GTCS shall be in writing under pain of invalidity, announced on the Seller's website and shall not apply to already concluded contracts.

4. In the event that any of the provisions of these GTCS by operation of law or by a final or valid decision of any court or administrative authority are declared invalid or ineffective, the remaining provisions of these GTCS shall remain in full force and effect.

5. In matters not regulated in these GTCS, the relevant provisions of the Civil Code shall apply in particular.

6. The possibility of deductions from the Seller's claims is excluded.

7. The Purchaser may not, without the Seller's consent, pass on knowledge and information obtained as a result of business contacts with the Seller to third parties on matters covered by trade secrets.

8. These GTCS have been drawn up in Polish and English.

In case of any discrepancies between the two versions, the Polish version shall prevail.