

**GENERAL TERMS AND CONDITIONS  
OF PURCHASE OF GOODS OR SERVICES  
IN THE TOP FARMS GROUP**

**I. GENERAL PROVISIONS**

- These Terms and Conditions of Purchase (hereinafter referred to as the GTCP) constitute the general terms and conditions of agreements on the sale/delivery of goods or performance of a service pursuant to article 384 of the Civil Code and are applied by each company that belongs to TOP FARMS GROUP and is indicated on [www.topfarms.pl](http://www.topfarms.pl) in Main Menu under the name "COMPANIES", hereinafter referred to as each one, the Buyer.
- These GTCP constitute an integral part of all orders or agreements on the purchase of goods or services by the Buyer. The GTCP apply to orders/agreements in the extent not expressly regulated in the order/agreement, regardless of the form of the order/agreement and regardless of whether the order or agreement refers to these GTCP.
- Orders for goods/services placed by the Buyer shall be accepted by the Seller/Contractor by the means of a confirmation of acceptance of the order for completion submitted within 48 hours of a working day from the moment of its receipt by the Seller/Contractor during its working hours or directly through initiating the completion of the order in accordance with the indicated term of performance. Lack of objection or comments on the part of the Seller/Contractor with reference to the received order in the term indicated above means tacit acceptance of the order for completion on the terms and conditions specified in the order and in the GTCP.
- In case of changes or additions to an order that was accepted by the Seller/Contractor, the order shall be deemed not accepted if the Buyer did not give its consent (in writing, by fax or e-mail) within 48 hours of a working day during its working hours. In such a case, the Parties shall separately determine the terms and conditions of the transaction.
- These GTCP shall prevail over any general terms and conditions of the Seller/Contractor.
- If the Seller/Contractor does not raise any objections or comments to these GCP in writing, by fax or e-mail, within 2 working days from the date of receipt of the Buyer's order, it is assumed that it accepted these GTCP.

**II. ORDER/OFFER/CONCLUSION OF AN AGREEMENT**

- The agreement on the sale/delivery of goods or performance of a service shall be deemed concluded at the moment of acceptance of the order by the Seller/Contractor, under the terms and conditions described in section I of these GTCP.
- Orders placed by the Buyer shall specify in particular the type, quantity, time and place of delivery of goods or performance of services and their price.
- The order can be placed in writing, by fax or e-mail. An oral (telephone) order requires the confirmation of its content in writing, by fax or by e-mail.
- When confirming an order placed under the provisions of section I(3-6) of the GTCP - if the confirmation is required - the Seller/Contractor confirms in particular the price, delivery date and other terms and conditions of the order.

**III. PERFORMANCE OF THE SUBJECT OF THE AGREEMENT**

- Goods/Services ordered by the Buyer shall be delivered/performed in accordance with the agreement, which consists of the order and these GTCP.
- The obligation and cost of transport to the place of performance of the agreement, as well as loading, unloading, insurance, packaging and other costs and expenses related to the delivery of goods/performance of services shall be borne by the Seller/Contractor.
- The subject of the agreement shall meet requirements specified in the agreement and these GTCP and shall comply with generally applicable legal regulations, including EU law. The Seller/Contractor shall issue the required certificate or other equivalent documents to the Buyer upon delivery.
- The subject of the agreement shall be packaged in such a way as to guarantee its intact delivery to the Buyer and a packaging of the ordered good that is not in accordance with the agreement shall constitute a defect of the subject of the agreement.

**IV. DELIVERY DATES AND CONDITIONS**

- If the date of delivery of goods or services is not specified in the content of the order, the Seller/Contractor undertakes to perform the subject of the agreement immediately at the request of the Buyer.
- The Seller/Contractor is obliged to meet the agreed date of delivery of goods or timely performance of services. Early delivery of goods or early performance of services requires prior consent of the Buyer.
- If the Seller/Contractor states that it shall not be able to meet all or part of its obligations under the order, including meeting the delivery date, it is obliged to notify the Buyer of such a fact within 24 hours of a working day, indicating the reason and the expected time of delay. The above shall not release the Seller/Contractor from the liability for the delay.
- Acceptance by the Buyer of delayed or partial delivery of goods or performance of services does not constitute a waiver of any claims related to the delay or to the partial failure to perform the agreement.
- The order also includes the delivery of goods or the performance of a service free of defects along with providing the Buyer with the required documents concerning the product or service during the Buyer's working hours to the delivery address indicated by the Buyer and on the agreed date. Where the order also includes the delivery of goods along with their assembly or another service, the delivery of a defect-free product shall also include the proper performance of the assembly or another service.
- The date of performance of the subject of the agreement is the date on which the product or service is delivered or performed in accordance with the terms and conditions specified in the order and the GTCP and the type, quantity and quality of the product or service is confirmed by a delivery and acceptance protocol or other document confirming receipt of the goods or service after the Buyer inspects the goods or service. The acceptance of goods or services by the Buyer does not prevent it from reporting defects in goods or services when they become apparent at a later date.

**V. RECEIPT OF THE GOOD OR SERVICE**

- The receipt of goods/services shall be confirmed by the Buyer by signing a delivery and acceptance protocol (or any other document confirming the receipt).
- If a defect in the goods/services is found upon the receipt, the Seller/Contractor is obliged to remove the quality or quantity defect within 3 (three) consecutive working days.
- If the Buyer accepts the good or service after the delivery of goods or performance of services takes place and the Buyer finds defects in the goods or in the performance of the service, the Seller/Contractor is obliged to pick up the defective goods and deliver defect-free goods or perform the ordered service without defects within 3 working days from the date of notification.
- In case of a breach of obligations resulting from item 1 or 2, the Buyer may - without a separate notification - send back the defective goods and purchase goods free of defects or commission the performance of services by a third party at the sole expense and risk of the Seller/Contractor. The aforementioned right of the Buyer shall also apply to delays in the delivery of goods or performance of services exceeding 2 working days.
- The Buyer has the right to refuse to accept all or part of the goods/services if during their inspection, at the time of the delivery or performance or immediately after their delivery or performance, the Buyer discovers quality defects or inconsistency between the quantity and

the conditions specified in the order, or other violation of the agreed specification of goods or services.

- The Buyer's acceptance and inspection of the product/service shall not release the Seller/Contractor from liability for defects in the product/service or for any other failure to fulfill its obligations that may be exposed at a later date.
- The delivery and acceptance protocol signed by both parties or any other document confirming the receipt of goods or services by the Buyer (CI document, shipping list, etc.) - without any reservations, shall constitute the basis for issuing an invoice by the Seller/Contractor.
- Regardless of the above, the Buyer shall not be obliged to inspect or check the goods or services at any time. The exposure of defects in goods/services or their inconsistency with the agreement at any time during the guarantee period, warranty period or limitation period, shall entitle the Buyer to pursue all claims and remedies to the full extent.
- The absence of inspection or verification of a good or service by the Buyer shall not constitute the basis for the Seller/Contractor to assume the contribution of the Buyer to the occurrence or extent of damage arising on the part of the Buyer due to the failure to perform or improper performance of the agreement by the Seller/Contractor.

**VI. PRICE AND PAYMENT CONDITIONS**

- The remuneration due to the Seller/Contractor shall be indicated in the order and the invoice shall be issued after the performance of the subject of the agreement and receipt of goods or services covered by the agreement.
- Prices indicated in the order shall be based on the price lists of the Seller/Contractor valid as at the date of placing the order or agreed by the Parties individually, taking into account discounts or rebates granted to the Buyer.
- Prices resulting from the agreement are net prices, and do not include the applicable VAT rate. If required by applicable law, the invoice may be issued prior to the delivery of the goods or the performance of the service, in particular for the purpose of proving advance or partial payments.
- Prices stated in the order are fixed and their possible changes shall not apply to orders already placed by the Buyer before the moment of the price change. The change may only be applied to new orders placed by the Buyer and only after its prior written consent to the change of price.
- The basis for payment shall be an invoice or another accounting document issued in accordance with the applicable legal regulations.
- The invoice may be delivered via e-mail to the address indicated by the Buyer; however, the Buyer reserves the right to withdraw its consent to the sending of the invoices in this manner.
- Payment is considered covered on the day on which the Buyer's bank account is debited.
- If the delivery of goods or performance of services is not performed in accordance with the terms and conditions specified in the order and these GTCP, the Buyer shall have the right to withhold payment, extend the payment deadline until the execution of the subject of the order in accordance with the agreement or set off mutual receivables of the Buyer in connection with the failure to perform or with improper performance of the agreement by the Seller/Contractor.

**VII. LIABILITY FOR THE GOOD/SERVICE**

- The Seller/Contractor guarantees that the goods/services comply with the arrangements indicated in the order placed by the Buyer and the conditions of these GTCP and that the goods or services are free from defects that could reduce their value or usefulness for the purpose of the order or for their intended use.
- The Seller/Contractor provides a guarantee for a period not shorter than 12 months from the date of the receipt of the goods or services by the Buyer unless a different guarantee period was specified in the order or agreement or unless a longer guarantee period results from the guarantee documents issued by the Seller/Contractor or manufacturer.
- If during the guarantee or warranty period a discrepancy with the order is found, the Buyer shall place a claim to the Seller/Contractor within 14 days from the date of the detection of the discrepancy.
- The Seller/Contractor is obliged to respond to the complaint within 14 days from the date of its receipt. If due to the specificity of goods or services or their intended use, they require immediate servicing and the Buyer informs the Seller/Contractor of this fact, the deadline for responding to the claim or taking action in relation to the claim by the Seller/Contractor shall be indicated by the Buyer, however, it shall not be shorter than 24 hours from the moment of notification. Lack of response or reaction within the above term shall mean the acceptance of the claim.
- In the event of an identified deviation from the agreed quality or quantity parameters, the Buyer may, at its own discretion, demand a repair of the goods, replacement of the goods with defect-free goods, re-performance of the service or a reduction in price or it may withdraw from the contract, whereby the costs of claims for compensation shall be borne entirely by the Seller/Contractor.
- The Buyer shall be entitled to the delivery of substitute goods or performance of services free from defects at the sole expense and risk of the Seller/Contractor in case of the following circumstances: the Seller/Contractor did not remove the defect, removed the defect in an improper or ineffective manner, did not deliver or perform the subject of the agreement, did not complete the delivery in relation to the quantity of goods within the period specified in the agreement or did not replace the subject of the agreement with one that is free from defects.
- If the Buyer chooses to order substitute performance, the contractual penalties due to the Buyer shall be calculated until the date of proper performance of the substitute performance by a third party.
- In any case, if the guarantee granted by the Seller/Contractor or manufacturer results in more favourable conditions for the Buyer to pursue claims or rights than those set forth in these GTCP, the Buyer shall be entitled at his own discretion to apply these more favourable conditions or rights.
- In the event of a complaint lodged by the Buyer against goods or services or in case the Buyer returns the goods due to non-compliance with the agreement or refuses to accept the goods or services for the aforementioned reasons, or if the Buyer withdraws from the agreement in part or in whole due to the non-compliance of the goods or services with the agreement, the above shall not affect discounts or rebates granted or declared by the Seller/Contractor to the Buyer. In particular, in relation to orders which are the subject of a complaint, return, withdrawal from the agreement or the pursuing of other rights of the Buyer that is similar in effect, the goods or services in question shall not reduce the volume of quantity or value relevant to the application of discounts granted by the Seller/Contractor on behalf of the Buyer (i.e. these orders are included in the aforementioned in their full scope).

**VIII. CONTRACTUAL PENALTIES AND COMPENSATIONS**

- The Seller/Contractor shall pay a contractual penalty on behalf of the Buyer for a delay in the performance of the subject of the agreement in accordance with the order or for a delay in the removal of defects in the subject of the agreement, amounting to 1% of the gross value of the subject of the agreement for each day of delay.
- In the event of termination of the agreement by either party due to circumstances attributable to the Seller/Contractor, the Seller/Contractor shall pay the Buyer an additional contractual penalty amounting to 20% of the gross value of the subject of the agreement, regardless of the previously calculated penalty for delay referred to above.

3. When the contractual penalty referred to in items 1 or 2 does not cover the full damage, the Buyer has the right to additional compensation on general terms.

4. In the event of improper performance of the agreement by the Seller/Contractor, including the exposition of defects in goods or services, the Buyer, subject to the provisions on contractual penalties, shall be entitled to pursue against the Seller/Contractor full coverage of the damage suffered, including actual losses and lost profits, as well as use its right to seek supplementary compensation in accordance with item 3 above. Compensation due to the Buyer shall also include damages suffered by the Buyer as a result of the Buyer's failure to fulfill its obligations towards its customers, when such failure results from the failure to perform or the improper performance of the agreement by the Seller/Contractor.

**IX. WITHDRAWAL OR TERMINATION**

- Aside from other provisions resulting from the agreement, the GTCP and the provisions of law, the Buyer may also withdraw from the agreement in the event that at least one of the following circumstances takes place: (a) the Seller/Contractor remains in default with the delivery or performance of all or part of the subject of the agreement, (b) the subject of the agreement is defective or otherwise inconsistent with the agreement or (c) the Seller/Contractor did not meet claims under the guarantee or warranty or claims due to improper performance of the agreement in a manner or time consistent with the agreement. In the event of the circumstances referred to in items (a) to (c) above, the Buyer may choose to withdraw from the agreement in its entirety or in part.
- The declaration of withdrawal from the agreement shall be made in writing under pain of nullity and any other prior declarations or calls to the Seller/Contractor are not necessary to its effectiveness.
- The Buyer may exercise the right of withdrawal within 30 days from the date of occurrence of a reason for withdrawal.
- The withdrawal from the agreement shall not limit or nullify any other rights of the Buyer related to non-performance or improper performance of the agreement by the Seller/Contractor, in particular the right to charge contractual penalties, guarantee or warranty claims for the part of goods or services that the withdrawal does not apply to.

**X. CONFIDENTIAL INFORMATION**

- Any information resulting from the agreement and any information obtained by the Seller/Contractor in connection with the performance of the agreement, including in particular organizational, commercial and technical information concerning the Buyer and not made publicly available, shall be considered confidential information and shall not be disclosed by the Seller/Contractor to third parties. This obligation shall not apply to situations where the obligation to disclose information is stipulated in the legal regulations in force. The Seller/Contractor agrees to treat as confidential information any information concerning the volume of trade, prices applied, discounts, product specifications, logistic agreements, technical and technological data, under pain of withdrawal from the agreement by the Buyer for reasons attributable to the Seller/Contractor.
- The Seller/Contractor declares that it shall not use confidential information for any other purpose than for the performance of the order and that it will provide due protection for such information, in a manner appropriate to its confidential nature. The obligation to keep information secret shall remain in force after the execution of the subject of the agreement.

**XI. FORCE MAJEURE CLAUSE**

- Force majeure is an extraordinary and external event which could not have been avoided even if the parties had exercised due diligence. Events of this type include in particular: war, civil disorder, flood, fire, earthquake and other natural disasters, government restrictions, orders or other acts of government and state administration, general and sectoral strikes officially recognized by national trade unions.
- Moreover, due to the type of operation conducted by the Buyer, which strictly depends on weather conditions, including the specificity of field crops, cases of force majeure on the part of the Buyer also extend to cases of inability to perform the agreement, significant difficulties in performing the agreement or unprofitability of the performance of the agreement due to the aforementioned conditions and due to the dependence on external factors, such as weather conditions or pests, whose occurrence and consequences the Buyer could not prevent despite exercising due diligence. In such cases, the Buyer shall have the right to change the order or withdraw from it, provided that the Seller/Contractor is notified within 10 days from the date the Buyer becomes aware of the event and its consequences for the execution of the order.
- The relevant parties shall be released from liability for the failure to perform or undue performance of the agreement to the extent that such failure to perform or undue performance was caused by circumstances of force majeure in accordance with items 1 and 2 above.
- If the events resulting from force majeure last longer than 10 consecutive days, the Buyer may withdraw from the agreement by submitting a written note to the Seller/Contractor within 30 days.
- The party invoking the circumstances of force majeure shall be obliged to notify the other party by e-mail immediately, by sending a message indicating their occurrence and cessation, under pain of losing the possibility to invoke the circumstances of force majeure as a justification for the failure to perform or improper performance of the subject of the agreement.

**XII. PERSONAL DATA PROTECTION**

The Seller/Contractor acknowledges that the Buyer is the Controller of the personal data of the Seller/Contractor in case he or she is a natural person or the personal data of his representatives or persons indicated for contact in order to perform the agreement with the Buyer (regardless of the legal form of the Seller/Contractor). The Buyer shall process the personal data of the aforementioned persons exclusively for the purpose of performing the agreement, in accordance with applicable regulations and with the application of the rules specified on the website [www.topfarms.pl](http://www.topfarms.pl), in the Privacy Policy tab.

**XIII. FINAL PROVISIONS**

- The assignment of receivables and other rights and obligations towards the Buyer under the agreement by the Seller/Contractor shall be possible only with prior written consent of the Buyer.
- In case of legal invalidity or partial invalidity of the provisions of these GTCP, the remaining provisions shall remain in force and the invalid or unenforceable provisions shall be replaced by appropriate legal regulations.
- In case of a conflict between the provisions of the GTCP and the provisions of the order or agreement, the provisions of the order or agreement shall apply, but this not exclude the application of other provisions of the GTCP that are not regulated by the order or the agreement in another way.
- These GTCP apply to orders or agreements placed or concluded by the Buyer both within the territory of the Republic of Poland and abroad. The Polish law shall apply to these GTCP and to the agreement/order of which the GTCP are an integral part.
- Any disputes shall be resolved first of all amicably and in case of disagreement, by the Polish court that has jurisdiction over the Buyer's registered office.
- Any changes, additional arrangements, suspension or termination of the terms of the order or agreement and these GTCP during the term of the agreement shall be made in writing under pain of nullity and shall be

accepted by both parties. The version of the GTCP applicable to individual orders placed by the Buyer or agreements concluded by the Buyer is the version which is in force on the date of placing the order or concluding the agreement, unless the Parties explicitly agree otherwise in writing, by fax or by e-mail.