



## GENERAL SALES CONDITIONS – Incoterms 2010 DAP („GSC-DAP”)

### 1. GENERAL PROVISIONS

- 1.1. These General Sales Conditions (hereinafter referred to as: „GSC”) define the principles of concluding contracts for the sale of goods (hereinafter referred to as: „Contracts”), where the seller is Złote Ziarno sp. z o.o.
- 1.2. GSC are an integral part of any sales contracts concluded by Złote Ziarno sp. z o.o., including contracts made in the form of a written order, offered to the entity that makes the purchase.
- 1.3. GSC are available to the Buyer before the conclusion of the contract in writing at the registered office of Złote Ziarno sp. z o.o. or on the website: <http://www.zlote-ziarno.eu/>.
- 1.4. These GSC are a contractual arrangement binding on the parties to sell the Goods. The parties exclude the use of other contractual patterns (General terms and conditions, terms of sale, contract samples, regulations, etc.) used or established by the Buyer.
- 1.5. The provisions contained in these GSC may only be amended in writing under pain of invalidity. Conclusion of the Sales Contract excludes the use of these GSC only to the extent of its difference from GSC.
- 1.6. Different arrangements between the parties, which were agreed and confirmed in writing, shall take precedence over the provisions of the GSC.

### 2. DEFINITIONS

The definitions used in these General Sales Conditions mean:

- 2.1. Seller – Złote Ziarno Limited liability company, with its seat in Warsaw, ul. Skwer Kardynała Stefana Wyszyńskiego nr 5, lok. 21, 01-015 Warsaw, entered into the Register of Entrepreneurs of the National Court Register under the number KRS 0000433793, NIP 5252540773, REGON 146325980, share capital of PLN 10.000.
- 2.2. Buyer - a legal person, an organizational unit without legal personality and a natural person running a business.
- 2.3. Payment date - the date on which the payment for the goods or service becomes due.
- 2.4. Date of payment - day of acknowledgment of Seller's bank account.
- 2.5. Goods - movable items to be sold under a sales contract between the Seller and the Buyer.
- 2.6. Order - an offer to buy the Goods by the Buyer in writing, delivered personally, by mail, courier or e-mail, containing at least: the name of the product ordered, quantity, Buyer's data necessary to issue a VAT invoice and data about the company, contact details, date and place of receipt of ordered products.
- 2.7. Confirmation - a written statement by the Seller about the acceptance of the order, submitted to the Buyer in writing null and void.
- 2.8. Price - the price of 1 ton of Goods.
- 2.9. Quantity of Goods - the quantity of Goods Issued to the Buyer. The quantity of Goods may differ from the amount indicated in the Contract, but not more than 5%, which the Buyer agrees to. Issue to the Buyer of goods in the amount corresponding to the difference referred to in the preceding sentence will be deemed proper performance of the Contract by the Seller. The Buyer is obliged to collect the Goods in such a specified quantity.
- 2.10. Delivery schedule - Delivery schedule will be established between the parties in writing - by e-mail or verbally - by phone, based on the agreed time of delivery. The delivery schedule will include:
  - 2.10.1. Delivery dates and expected quantities of Goods in individual batches of Goods (daily deliveries);



- 2.10.2. Vehicle registration numbers of vehicles provided by the Seller for the delivery of each batch of Goods;
- 2.10.3. ID number, name and surname of the driver authorized by the Seller to deliver each batch of Goods on behalf of the Seller.

2.11. Warehouse release document - weighing slip issued to the driver of the means of transport each time the Goods are loaded. A warehouse release document is the basis for mutual settlements between the Parties in which the weight of the Goods is determined. A warehouse release document is issued for each vehicle.

2.12. Healthy goods - goods of typical color, free from foreign smell, live pests and fungal diseases. Goods are not genetically modified. Parameters confirmed by Near Infrared Method (NIR).

### 3. DELIVERY OF GOODS

3.1. Delivery of the Goods shall be carried out by the Seller's vehicle to the place of unloading indicated by the Buyer in the Contract.

3.2. Delivery of the Goods will take place in batches, in accordance with the Delivery Schedule, agreed by the Parties.

3.3. If during the period specified in the Delivery Schedule the Buyer will not collect from the Seller the Goods in the quantity specified in the Agreement, subject to paragraph 2.9 of GSC, despite Seller's readiness to deliver and release the Goods, the Buyer will be obliged to pay to the Seller the contractual penalty in the amount equivalent to the price of the goods not collected by the Buyer.

3.4. The Buyer acknowledges the readiness to accept and unload the Goods at the place indicated by the Buyer and the times specified in the Schedule of Delivery, excluding the public holidays.

3.5. The Seller is obliged to make delivery of goods by means of transport which are clean, free from defects and damage and adapted for the carriage of the Goods subject to the Contract, GMP + FSA assured (in the case of concluding a contract for GMP + FSA assured goods).

3.6. The Seller bears the risk of losing and damaging of a given batch until the acceptance and unloading of the batch of Goods at the place indicated by the Buyer as specified in the Contract. The shipping organization and its costs are charged to the Seller. Organization and costs of unloading charge the Buyer.

3.7. The Seller has the right to suspend the delivery of further batches of Goods when the Buyer holds payment arrears of any title against the Seller, including under another contract between the Seller and the Buyer, and / or if the Buyer violates any other provision of the contract. Under such circumstances, the Buyer may not charge the Seller for costs resulting from the suspension of delivery of the Goods, in particular, the Seller is not liable for damages suffered by the Buyer or third parties in connection with the failure of the Buyer to receive the Goods.

3.8. The weight of the delivered Goods shall be confirmed by the Warehouse Issue Document (as defined by GSC 2.11), which is the basis of mutual settlements between the Parties. A warehouse release document from the Seller's warehouse is issued for every vehicle by which the Seller delivers the Goods to the place, indicated by the Buyer specified in the Contract. One copy of the Warehouse Issue Document remains in the Seller's warehouse, the other copy of the warehouse document is received by the carrier.

3.9. In the case where at the place of delivery the Buyer finds a loss of the Goods in the batch delivered by a single vehicle, exceeding 80 (in words: eighty) kg in relation to the weight of that batch of Goods indicated in the Warehouse Issue Document, the Seller shall reduce the sales price of that batch of goods by the declared loss in relation to the weight of the goods at the place of loading of the vehicle, if all of the following conditions are fulfilled:

- the weight of the Goods at the place of loading and at the place of unloading shall be determined by using the appropriate scales with the up-to-date validation,
- the Buyer, not later than within 24 hours from the delivery of the given batch to the place indicated by the Buyer, will inform the Seller about the amount of loss by e-mail (to the address: [office@złote-ziarno.eu](mailto:office@złote-ziarno.eu)),
- the Buyer shall draw up a protocol for weighing the Goods in the presence of the Carrier who, on behalf of the Seller, has delivered a Batch of Goods, where the loss of the Goods exceeds 80 kg (above the



normative); the protocol shall be signed by a person authorized by the Buyer and the carrier acting on behalf of the Seller;

- the loss of the Goods will not be a result of the action of the Buyer or any third party (except for third parties for whose actions or omissions the Seller is liable).

#### 4. QUALITY OF GOODS

4.1. The Goods correspond to the quality parameters indicated in the Contract. Unless the Contract does not contain provisions on the quality of the Goods, the Goods are delivered of average quality. The Goods must be healthy, with a typical color, free of off-flavor, living pests and fungal diseases. The Goods are not genetically modified. The GMP+ status of the Goods will be determined in each Agreement.

4.2. For the assessment of shipments for acceptance, storage and release, the operations are carried out according to the table below.

Workpla ce Number	Performed activities	Crop name	Applied standard
1	Taking and splitting samples	Oil seeds	Sampling: PN-EN ISO 542:1997
			Reducing the laboratory sample for analysis: PN-EN ISO 664:2010
		Cereal seeds	Sampling: PN-EN ISO 24333:2012
			Reducing the laboratory sample for analysis: PN-EN ISO 664:2010
2	Organoleptic assessment	Oil seeds	Quality requirements: PN-R-66149:1997
			Determination of pests: PN-91 R-66160:1992
			Verification of pest infestation during storage of cereal grains and legumes according to: PN-ISO 6322-3/3
		Cereal seeds	Quality requirements: PN-R-74013:2012
			Determination of pests: PN-74 A-74016:1975
			Verification of pest infestation during storage of cereal grains and legumes according to: PN-ISO 6322-3/3
3	Determination of useful and useless impurities	Oil seeds	Determination of impurities content: PN-EN ISO 658:2004
		Cereal seeds	Corn: PN-R-74104:1996
			Barley: PN-R-74109:1997
			Wheat: PN-R-74015:1994
4	Evaluation of quality parameters (protein, starch, fat, oil, fiber)	Oil and cereal seeds	Guidelines for the use of near-infrared spectrometry: PN-EN ISO 12099:2010
5	Moisture determination (BINDER FD53 dryer)	Oil seeds	Moisture determination: PN-EN ISO 665:1999
		Cereal seeds	Moisture determination. Appeal method: PN-EN ISO 712:2012
6	Determination of gluten content, IDK and wheat falling number		Wheat and wheat flour
		Content of wet gluten by mechanical means: PN-EN ISO 21415-2:2007	
		Hagberg-Perten Falling Number Designation method: PN-EN ISO 3093:2007	
		Hagberg-Perten Falling Number Designation method: PN-EN ISO 3093:2007/AC:2009	
7	Density determination in bulk stock - called the mass of a hectolitre	Cereal seeds	Moisture determination. Routine Method: PN-EN ISO 7971-3:2010
8	Determination	Oil seeds	GMO designation, App. nr 1



	of glucosinolates, GMOs and mycotoxins by stripe method	Cereal seeds	Glucosinolate designation, App. nr 2
			Determination of mycotoxins, App. nr 3
	GMO designation, App. nr 1		
	Determination of mycotoxins, App. nr 3		

- 4.3. In order to confirm the compliance of the quality parameters of the Goods supplied by the Seller to the Buyer, the Seller, upon loading of each means of transport at the Seller's disposal, will collect a representative sample of the Goods and retain them for a period of 5 calendar days in his warehouse. After delivery to the place indicated by the Buyer, the Buyer before unloading of transport vehicle in the presence of a carrier authorized by the Seller will collect a representative sample of the batch of the Goods. After performing qualitative analysis within the parameters specified in the Contract and confirming compliance of the parameters of this test with the parameters specified in the Contract, the Buyer will unload the means of transport and accept the Goods.
- 4.4. In the event that the Buyer disclaims the quality of the delivered Goods, the Buyer shall refrain from unloading the delivered Goods and promptly, ie. not later than within two hours from the moment of taking the representative sample (in accordance with clause 4.3), will submit a complaint containing a detailed description of the qualitative claims. Filing a complaint may be held by e-mail (to the address: office@złote-ziarno.eu), or by fax (+48 222951199). In this case, the product remaining on the transport vehicle is still at the disposal of the Seller. Unloaded goods are considered accepted.
- 4.5. If the Buyer submits a quality claim, the Seller will order an independent, accredited control company to take a representative sample from the means of transport by which the batch of the Goods covered by the Buyer's complaint has been delivered and to carry out a laboratory examination of the quality parameters covered by the complaint. The Buyer is obliged to make available to the representatives of the Seller's chosen control company access to the means of transport in order to take the Goods samples, in particular, to provide unrestricted access to the means of transport by which the batch of Goods covered by the Buyer's complaint has been delivered.
- 4.6. The decision to choose a sampling method is only for the control company to make, and the parties can not object to it.
- 4.7. The Parties agree that the result of the laboratory examination obtained by the control company is a final and binding result for the Parties in resolving quality objections. Disputes, confirmed by the final result submitted by the control company in respect of a fair complaint, will be resolved amicably by negotiation.
- 4.8. The cost of laboratory testing of an independent inspection company is charged to the party losing the dispute. If the control company determines that the tested Goods meet the quality parameters under the Contract, the Buyer will also be obliged to cover the costs that the Seller had to bear in connection with the downtime of his means of transport resulting from the need to examine the Buyer's complaint and take samples of Goods for laboratory testing.

## 5. PAYMENT

- 5.1. The Buyer is obliged to pay the price on the basis of the VAT invoice sent by the Seller within the deadline set in the Contract. The basis for calculating the price for a given lot of Goods is the Warehouse Issue Document for that lot of Goods, except as provided in paragraph. 3.9 GSC.
- 5.2. The Seller reserves the right of ownership of the item until the total price is paid by the Buyer. The Buyer may resell the Goods supplied only under the condition that it will inform the subsequent purchaser of the existence of the above clause. If the Goods are merged or mixed in such a way that the restoration of the preceding condition would result in excessive difficulties or costs, the Seller becomes the co-owner of the whole. Participation in co-ownership is determined by the value of the combined or mixed goods.
- 5.3. In case the Buyer delays the payment of any debts arising out of this Contract, the Seller shall be entitled to charge contractual interest of 2% for each day of delay.
- 5.4. In the event the Buyer delays in payment of any receivable arising from the concluded contracts, the Seller, regardless of the rights described in paragraph 5.3 above, shall be entitled to charge the Buyer with the amount equivalent to the price of the exchange rate risk from due date and the date of actual payment. This amount will be calculated as



the difference between the price converted into US dollars (US \$) according to the average US dollar exchange rate (Table A of NBP average exchange rates) from the due date of the payment concerned and the price converted into US dollars (US \$) according to the average US dollar exchange rate (Table A of NBP average exchange rates) from the date the Buyer made the payment (according to 2.4 of GSC). The resulting difference will be converted into PLN at the average US dollar exchange rate (Table A of the NBP average exchange rates) from the date of payment and will be equivalent to the exchange rate risk referred to in the first sentence above.

## 6. ADDITIONAL PROVISIONS

- 6.1. Each party, irrespective of the legal basis of the claim, shall be liable to the other Party for the damage caused, however, under no circumstances may such compensation be higher than the total price of the Goods specified in the contract, provided that if the Contract was partially executed, the compensation may not exceed the Goods Price specified in the Contract in respect of which the Contract was not executed. Limitation of damages does not apply to contractual penalties including contractual penalties described in sec. 3.2., 5.3. of GSC.
- 6.2. In no event will the Seller be liable, regardless of the legal basis of the claim, for any loss or damage of profits, good name, brand, future sales or indirect loss of the Buyer or third parties.
- 6.3. The Seller is not liable for failure to perform or improper performance of the Contract or any part of it, due to circumstances beyond his control or influence, or inability to anticipate or prevent them, in particular: force majeure, road blockades, strikes, riots, acts of terrorism, war, natural disasters, fires, accidents, power outages, technical failure in the warehouse seller, acts of power that prevent proper execution of the Contract.
- 6.4. Any disputes arising between the Seller and the Buyer in connection with the performance of the Contract will be dealt with by the local court of competent jurisdiction, in respect of the Seller's registered office.
- 6.5. Unregulated cases are governed by the provisions of the Civil Code.
- 6.6. The law applicable to the interpretation and execution of GSC and the Agreement will be Polish law.
- 6.7. The GSC have been prepared in different languages, provided that, in the event of divergence, the Polish language version is binding.
- 6.8. The annulment of individual provisions shall not affect the validity of the remaining provisions of the GSC.
- 6.9. The Buyer may not, without the Seller's consent, transmit knowledge and information obtained through commercial communications with the Seller to third parties in matters of business secrecy.
- 6.10. Under pain of nullity, any changes to the agreements can only be made in writing and require the approval of both parties.