

**GENERAL SALES CONDITIONS – Incoterms 2010 FCA („GSC-FCA”)**

**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 there 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 the 1 tonne of the Goods mentioned in section 2.1. is determined on the basis of FCA (according to Incoterms 2010) in the Seller’s warehouse in Wola Żydowska 67, 28-404 Kije (świętokrzyskie voivodeship).
- 2.9. The amount of the Goods - The amount of the Goods released to the Buyer on the basis of this Contract can differ from the amount indicated in the contract, however not more than by 5%, for which the Buyer agrees. The release of the Goods to the Buyer in the amount considering the difference mentioned in the preceding sentence will be regarded as an appropriate performance of the Contract by the Seller. The Buyer is obliged to receive the Goods in such a determined amount.



- 2.10. Schedule of receipts – The Goods will be released to the Buyer in batches. The planned amount of the Goods in the individual batches and the dates of their release to the Buyer will be agreed by the Parties in a separate schedule of receipts. Schedule of receipts includes:
- 2.10.1. dates of receipts and expected amounts of the Goods in individual batches, in daily release;
  - 2.10.2. registration numbers of means of motor transport, which will be placed by the Buyer to receive each batch of the Goods from the warehouse of the Seller;
  - 2.10.3. number of ID card, name and surname of a driver authorized to receive each batch of the Goods on behalf of the Buyer. The Buyer is obliged to inform the Seller in writing about every change regarding persons authorized to receive the Goods on behalf of the Buyer and about a change of their data. If the Buyer will not fulfill the obligation mentioned in the preceding statement, the Seller does not take responsibility for the release of the Goods to an unauthorized person, whose data were in the Schedule of receipts.
- 2.11. 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 to place the means to receive each batch of goods which are the subject of the contract.
- 2.12. Healthy Goods - Goods with a typical color, free from foreign smells, living pests and mushroom diseases. The Goods are not genetically modified. The parameters have been confirmed with an analysis of near-infrared (NIR).

### **3. RELEASE OF THE GOODS**

- 3.1. The release and the receipt of the Goods will follow in the Seller's warehouse in Wola Żydowska 67, 28-404 Kije by a loading of a specific batch of the Goods onto means of motor transport placed by the Buyer according to the Schedule of receipts determined by the Parties.
- 3.2. If the Buyer will not receive the Goods in the amount determined in the contract from the Seller within the period mentioned in section 2.9. OWS., despite the readiness of the Seller to release the Goods, the Buyer will be obliged to pay a contractual penalty for the benefit of the Seller in the amount, which is an equivalent of the price for the Goods that had not been received by the Buyer.
- 3.3. Within the scope of the Schedule of receipts agreed by the Parties, the Seller confirms the readiness to release the Goods from its warehouse from 8:00 to 16:00, on weekdays, excluding official days off.
- 3.4. The Buyer is obliged to place the means of motor transport, which are clean, defect-free and adapted to carry the Goods that are the subject of this Contract, to receive the particular batches of the Goods. The Buyer declares a right to a refusal of the loading of the means of transport which are damaged, have a polluted hold or do not meet the transport requirements determined for transport of cereal and feed components. Refusal of loading of means of transport for the reasons mentioned in the second sentence above is considered as failure to perform the contract for reasons attributable to the Buyer.
- 3.5. The Buyer shall bear the risk of losing and damaging of the specific batch of the Goods since the receipt of this batch of the Goods from the Seller. The organization of transport and its costs shall be borne by the Buyer.
- 3.6. The driver authorized to receive a specific batch of the Goods is obliged to check the amount of the received Goods and confirm it by signing the document of warehouse release.
- 3.7. The Seller has a right to withhold the release of next batches of the Goods when the Buyer has payment arrears towards the Seller arising from any titles or the Buyer violates other provisions of this Contract. In such circumstances the Buyer cannot burden the Seller with the costs arising from the withholding of the release of the Goods, in particular the Seller does not take responsibility for damages suffered by the Buyer or third parties in connection with the fact that the Goods have not been released to the Buyer.



## 4. QUALITY OF THE 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.

Workplace 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
			Corn (whole and shredded grain) according to: PN-EN ISO 6540:1994
6	Determination of gluten content, IDK and wheat falling number	Wheat and wheat flour	Content of wet gluten by manual leaching: PN-EN ISO 21415-1:2007
			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 of glucosinolates, GMOs and mycotoxins by stripe method	Oil seeds	GMO designation, App. nr 1
			Glucosinolate designation, App. nr 2
		Cereal seeds	Determination of mycotoxins, App. nr 3
			GMO designation, App. nr 1 Determination of mycotoxins, App. nr 3



- 4.3. In order to confirm the conformity of the parameters of quality of the Goods released by the Seller to the Buyer, the Seller will take a representative sample of the Goods after the loading of each means of motor transport placed by the Buyer.
- 4.4. In case of stating some reservations by the Buyer to the quality of a specific batch of the received Goods, the Buyer has a right to make a complaint including a detailed description of the quality reservations, before the unloading of the means of transport. The unloaded Goods are considered as accepted without any reservations.
- 4.5. In case of making a quality complaint by the Buyer, the Seller will commission an independent, accredited testing company to take a sample of the representative means of transport, by which the batch of the Goods, about which the complaint has been made, was delivered and to carry out an laboratory test within the scope of the quality parameters, about which the complaint has been made. The Buyer is obliged to make it possible for the representatives of the testing company to take every action needed to take samples of the Goods, in particular to ensure an unlimited access to the means of transport, by which the batch of the Goods, about which the complaint has been made by the Buyer, was delivered.
- 4.6. Only the testing company can decide about choosing a method of the test of the sample of the Goods and the Parties cannot have any objections thereto.
- 4.7. The parties resolve harmoniously that the result of the laboratory test obtained by the testing company is a final and binding result for the Parties within the scope of the decision about the quality reservations. Contentious issues confirmed with the final result presented by the testing company within the scope of the justified complaint will be settled by the Parties amicably by negotiating.
- 4.8. The costs of the laboratory test of the independent testing company will be covered by the Party losing the dispute.

## 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.
- 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.