

## GENERAL TERMS AND CONDITIONS OF SALES

### § 1

#### Contractual definitions

The terms used in these General Terms and Conditions of Sales have the following meaning:

- OW these General Terms and Conditions of Sales with any possible annexes and attachments  
Diaspolis Diaspolis sp. z o.o. sp.k. With its registered office in Kruszów at ul.. Szkolna 24, KRS: 620914, NIP: 7312024037, REGON: 100932551  
Buyer an entity that is the other party to the Sales Agreement  
Parties Diaspolis and Buyer  
Goods various types of grains for the food industry, in particular linseed, millet, buckwheat, shelled pumpkin, sunflower seeds, mustard, poppy seeds, as well as flours, nuts, dried fruit and nuts, potato flakes,  
oatmeal, offered by Diaspolis and subject to the Sales Agreement

Sales Agreement any sales agreement concluded between Diaspolis as the seller and the Buyer, the subject of which is the Goods

Written form a letter sent by one of the Parties to the other by registered letter with return receipt, by courier, by registered letter, letter delivered in person with receipt confirmation, and also sent by e-mail, unless the GTCS require a registered letter, sending by courier or delivery in person. Whenever the GTCS require a Written Form, this stipulation takes place under pain of nullity, unless the contents of the GTS stipulate otherwise

Day a calendar day, unless the GTCS stipulate otherwise

### § 2

#### General Provisions

1. Sales of Goods by Diaspolis is based on the GTCS, unless the Parties exclude some or all of the provisions of the GTS in a given case. In the event of any discrepancy between the content of the Sales Agreement and the GTCS, the provisions of the Agreement shall prevail.
2. The GTCS are announced and accepted by the Buyer in the form of a pdf file (or any other file allowing the Buyer to reproduce it at any time and preventing any interference in its content) before the conclusion of the Sales Agreement, and are also available on the Diaspolis website: [https://diaspolis.pl/wp-content/uploads/2018/07/Diaspolis\\_-\\_ogolne\\_warunki\\_sprzedazy\\_16.07.2018\\_PL.pdf](https://diaspolis.pl/wp-content/uploads/2018/07/Diaspolis_-_ogolne_warunki_sprzedazy_16.07.2018_PL.pdf)
3. The Buyer's general conditions of sale/purchase are hereby excluded.

### § 3

#### Conclusion of the Sales Agreement

1. Information, price lists and other advertising and commercial materials addressed to an undetermined recipient do not constitute an offer, but only an invitation for negotiation.
2. Sales of Goods is implemented only on the basis of the Buyer's orders (hereinafter referred to as the Orders).
3. Diaspolis is obliged to confirm the Order by sending the Sales Agreement form containing at least: Buyer's identification data (name and surname, registered office address, Buyer's KRS number, Buyer's tax identification number), the name of Goods, quantity of the ordered Goods, sales price, place and date of delivery. Sales Agreement is concluded upon signing the Agreement form by both Parties and providing both Parties with the signed .
4. Sales Agreement may also be concluded by placing an Order by the Buyer and confirming it by Diaspolis. Placing an Order and its confirmation may take place in any form, also via means of distance communication, in particular via instant messaging.
5. The Buyer represents that the person signing the Order is authorized to act on behalf of the Buyer.

### § 4

#### Sales price Payment terms

1. Sales price covers the usual packaging of Goods, the usual protection of Goods for transport and the costs of transport of Goods to the place of delivery indicated by the Buyer, unless the Buyer is responsible for the transport of Goods.
2. Sales price does not include customs duties, taxes (except of VAT) or other government and public agency fees charged exclusively to the Buyer or which are imposed by the legislation of the Buyer's country of residence.
3. If the sales price was determined in the Sales Agreement in a foreign currency, the Buyer is obliged to pay the sales price in this currency, unless Diaspolis agrees for payment in Polish currency or a currency other than that indicated in the Agreement, which will be confirmed in writing.
4. Payment is made to the Diaspolis bank account indicated in the Sales Agreement or on the invoice. In the event of payment to another account, a Buyer is obliged to redress the resulting damage. In particular, if the sales price is expressed in a foreign currency and a Buyer effects payment to a PLN account (or vice versa), he is obliged to cover any exchange rate differences.
5. Diaspolis shall inform a Buyer about the change of bank account that takes place between issuing the invoice and payment by registered mail.
6. In the event of payment by bank transfer, the date of payment is the date of crediting Diaspolis's bank account.
7. Buyer's delay in payment of the price entitles Diaspolis to claim contractual interest from the Buyer in the amount of the maximum default interest within the meaning of the applicable

regulations.

8. In the event of partial deliveries of Goods, each partial delivery will be settled separately, i.e. Diaspolis will issue an invoice for each partial delivery.
9. A Buyer gives a consent for Diaspolis to issue invoices for Goods in an electronic form. Invoices in this form will be sent by Diaspolis from e-mail addresses on the diaspolis.pl domain.
10. The right to make a set-off is entitled to a Buyer Only when the claim he is entitled to against Diaspolis is ruled by a legally-binding decision of the court judgment or has been expressly recognized by the Buyer in a Written Form. However, a Buyer is not entitled to make a set-off with receivables he acquired by way of transfer.

### § 5

1. Partial deliveries are allowed.
2. If a Buyer is obliged to make an advance payment for Goods, Diaspolis is entitled to suspend the delivery until the advance payment is made. In such a case, Diaspolis shall not be treated as in delay with delivery.

3. In the event of partial deliveries, Buyer's delay with payment for the Goods already delivered entitles Diaspolis to suspend subsequent deliveries until the date of payment of outstanding amounts. In such a case, Diaspolis shall not be treated as in delay with delivery.
  4. If Buyer's delay with payment referred to in § 5.2 and 5.3 is longer than 14 Days, Diaspolis is entitled to withdraw from the Sales Agreement in whole or in part (not yet performed) respectively. In such a case, a Buyer shall pay Diaspolis a contractual penalty in the amount of 20% of the net value of Goods from specific Sales Agreement.
  5. Diaspolis shall also not be liable for any delay in delivery caused by reasons other than those described in § 5.2 and 5.3 on the part of a Buyer (in particular, if a Buyer fails to provide the required documents, or refuse to accept the Goods). If a delay in delivery for reasons attributable to a Buyer is longer than 14 Days, Diaspolis is entitled to withdraw from the Sales Agreement. In this case, § 5.4 sentence 2 shall apply.
  6. In the event of occurrence of force majeure, Diaspolis reserves the possibility - provided that the above circumstances prevent it from delivering the Goods on time, through no fault of it - of postponing the delivery date for the duration of obstacle. The force majeure, is understood by the parties as circumstances beyond Diaspolis's control, such as: failure to perform deliveries by Diaspolis suppliers, failure to perform an agreement by transport company, disruptions of work of Diaspolis plant caused by fire, water, natural disasters, acts of nature, strike and lockout, energy shortage, actions of state authorities, epidemics (also when the above circumstances occur at Diaspolis suppliers), adverse weather conditions causing lack of harvest, harvest reduction or delay. Diaspolis will immediately inform a Buyer about the occurrence of circumstances that have features of force majeure within a meaning of the preceding sentence and will provide the expected duration of obstacle in delivery. In any case, a Buyer is entitled to set Diaspolis in a Written Form an additional deadline, not shorter than 14 Days, if the agreed delivery date has been exceeded by at least 30 Days. After ineffective expiration of additional deadline, a Buyer may withdraw from the Sales Agreement, whereas in this case, he is not entitled to any claims against Diaspolis, except for the claim to refund of the advance money paid to Diaspolis. A Buyer is not entitled to withdraw from the agreement if he is delayed with the acceptance of Goods.
  7. In the event of a delay in delivery of Goods due to Diaspolis' fault, longer than 21 Days, a Buyer is entitled to withdraw from the Sales Agreement and demand a refund of any advance payment paid to Diaspolis. A Buyer is not entitled to withdraw from the agreement if he is delayed with the acceptance of Goods.
  8. If the order is fulfilled partially, Buyer's right specified above (in particular, the right to withdraw from the agreement) is entitled to a Buyer only in relation to the still unfulfilled parts.
  9. If the transport of goods lies with a Buyer, the delivery shall be deemed to have been made upon loading onto the means of transport provided by the Buyer. At that moment, the risk of loss, destruction or damage to the Goods is transferred to a Buyer. Goods are collected from the Diaspolis warehouse pursuant to the Rules of Deliveries and Loading available at [www.diaspolis.pl](http://www.diaspolis.pl). A Buyer represents that he knows the content of these Rules.
  10. If the transport of goods lies with a Buyer and if a Buyer fails to meet the obligation to collect the Goods ordered on time, Diaspolis is entitled, upon prior notification of a Buyer and ineffective expiration of the additional deadline for collection not shorter than 7 Days, to withdraw from the Sales Agreement. In such a case, a Buyer shall pay Diaspolis a contractual penalty in the amount of 20% of the net value of Goods to be accepted within the deadline, but not lower than the possible advance payment made by a Buyer.
  11. A Buyer shall, at his own expense, insure the Goods for the duration of transport up to the amount of sales price and assign his rights under the insurance contract to Diaspolis.
- § 6

1. Any discrepancies in quantity of Goods (in total and in individual packages), damages or dirty packaging as well as organoleptically identifiable defects of Goods must be reported by a Buyer immediately after delivery. These circumstances must be recorded on delivery note and signed by the driver delivering the Goods.
2. Any physical defects of Goods that cannot be found organoleptically at the delivery of Goods must be reported by a Buyer within 30 days of delivery date, subject to § 6.4. . A complaint shall be filed only on the complaint form made available by Diaspolis at the customer's request and sending the completed form to the address [reklamacje@diaspolis.pl](mailto:reklamacje@diaspolis.pl), under pain of failing to handle the complaint.
3. Diaspolis is liable only for defects consisting in the non-compliance of Goods with the Diaspolis specification.
4. Deadline for filing a complaint consisting in the presence of pests in Goods is 14 days from the date of delivery.
5. Complaints filed shall be handled by Diaspolis within 30 Days.
6. Filing a complaint shall not affect an obligation to pay for goods covered by a complaint.
7. Diaspolis is entitled to suspend satisfaction of Buyer's claims on account of any Goods' failure till the settlement of all Buyer's payable liabilities towards Diaspolis.
8. If the complaint is found justified, a Buyer may request the replacement of Goods with a new one or a price reduction. Diaspolis may also propose to withdraw from the agreement (Diaspolis unilateral entitlement, i.e. a Buyer is not entitled to withdraw from the agreement). In the event of a price reduction or withdrawal from the Sales Agreement, the invoice shall be corrected only after the Goods returned to Diaspolis are weighed. A Buyer shall not be entitled to any claims towards Diaspolis arising in connection with the return of Goods to Diaspolis's warehouse (in particular, reimbursement of transport costs).
9. Diaspolis liability for physical defects of Goods is limited to the net sales price of Goods. Diaspolis shall not be liable for lost profits. Diaspolis, irrespective of a legal basis of claims addressed towards it, is not liable for indirect damages, including, inter alia, for damages caused by interruptions in activity, costs of products recall, costs related to processing of Goods or combining them with other products, costs of production, costs of loss of contractors.
10. Any liability of Diaspolis for defects in Goods is excluded if Goods have been repackaged (stays in non-original packaging).
11. Diaspolis reserves the right to collect samples of Goods complained in Buyer's warehouse. Samples can be collected in person by a representative of Diaspolis or by an accredited testing laboratory indicated by Diaspolis.
12. In the event of a dispute as regards defectiveness of Goods, Diaspolis recognizes the results of tests of Goods performed only by laboratories accredited by the Polish Centre for Accreditation

13. Prior to using the raw material, the Buyer will carry out all necessary tests. In the event of any discrepancies, the Buyer shall inform Diaspolis immediately about this situation, by sending test results along with supplemented complaint form to the address [reklamacie@diaspolis.pl](mailto:reklamacie@diaspolis.pl). § 6.12 shall apply accordingly.

§ 7

1. The ownership of Goods is transferred to a Buyer upon full payment of the price (reservation of ownership of the item sold within the meaning of Art.589 of the Civil Code).
2. In the event of Buyer's default in payment for Goods, Diaspolis has the right to request immediate return of Goods (and a Buyer is obliged to release these Goods) or to request payment of the sales price. Diaspolis' claim to release the Goods is tantamount to withdrawing from the Sales Agreement and requires a Written Form to be valid. Requesting to return Goods shall not affect Diaspolis ability of pursuing other claims it is entitled to, including claims for damages due to differences in the price of Goods, wear and tear, damage or destruction of Goods by a Buyer.

§ 8

Buyer's financial situation

Diaspolis has the right to withdraw from the Sales Agreement at any stage of its performance, if it finds out that a Buyer is at risk of insolvency or that a Buyer is actually insolvent. In such a case, a Buyer shall not be entitled to claim any damages from Diaspolis. Instead of withdrawing from the Agreement, Diaspolis may demand an advance payment as a credit towards sales price or payment in advance of the entire sales price and withhold the delivery until the payment of the advance or the price by a Buyer.

§ 9 Confidentiality

A Buyer will keep confidential all information about Goods obtained in connection with the conclusion of Sales Agreement, commercial information (including offers) received from Diaspolis prior to the conclusion of Agreement, as well as the terms and conditions of Sales Agreement, in particular the sales price. If the confidentiality obligation is infringed, a Buyer shall pay Diaspolis a contractual penalty amounting to 10% of the net turnover between the Parties for the last 12 Months.

§ 10

Final Provisions

1. A Buyer is not entitled to transfer to third parties any receivables due from Diaspolis.
2. The Parties do not consider the contractual penalties stipulated in the GTCS to be excessive. The stipulation of payment of a contractual penalty does not exclude Diaspolis right to seek compensation in excess of the contractual penalty on general terms.
3. In matters not covered by the GTCS, the provisions of the Civil Code and other applicable legal acts shall apply.
4. Disputes arising from agreements concluded on the basis of the GTCS shall be settled on the basis of Polish law, and the locally competent court is each time a common court with material jurisdiction over the Diaspolis seat.
5. The United Nations Convention on Contracts for the International Sale of Goods executed in Vienna on 11 April 1980 shall not apply to sales agreements concluded between Diaspolis and the Buyer who is based in any state being party to this Convention.
6. Any possible invalidity of individual provisions of the GTCS does not result in invalidity of remaining provisions. Invalid provisions shall be replaced with valid provisions that best suit the economic purpose of invalid provisions.