

## GENERAL TERMS & CONDITIONS OF PURCHASE OF GRAINS, OILSEEDS AND LEGUMINOUS PLANTS BY “CEFETRA POLSKA” SP. Z O. O. WITH A REGISTERED OFFICE IN GDYNIA, 02-09-2024

Hereby General Terms & Conditions of Purchase of grains, oilseeds and leguminous plants (hereinafter referred to as OWZ) apply to sales agreements concluded by “CEFETRA POLSKA” sp. z o.o. with a registered office in Gdynia, entered into the register of entrepreneurs of the National Court Register, kept by the District Court Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register, with the status of a large enterprise within the meaning of the law of 8 March 2013 for excessive delay prevention in commercial transactions (hereinafter referred to also as the Company or the Buyer), on the basis of which the Company purchases from people who are not consumers within the confines of Art. 22<sup>1</sup> of the Civil Code (hereinafter referred to as the Sellers) grains, oilseeds or leguminous plants (hereinafter referred to as the Goods). The Buyer and the Seller are collectively referred to as the Parties, or each one individually as the Party.

If the sales agreement determines that one of the Seller's obligations is storage of Goods, OWZ provisions regarding Storage Option apply to the agreement.

If sales agreement includes a possibility to change the date of delivery of Goods on Buyer's demand, OWZ obligations regarding Carry Option apply to the concluded agreement.

### I. General provisions

1. Hereby OWZ constitute an integral part of the sales agreement on the basis of which the Buyer purchases the Goods, unless the Parties clearly determine in the content of the agreement that OWZ are excluded fully or in part, for instance through introduction of different provisions into the agreement.
2. The sales agreement does not constitute cultivation contract and the Sellers are not obliged to produce the Goods. The Buyer shall not perform any obligations typical for cultivation contract.
3. Signing the agreement of sale as well as all the documents attached and related to it in a form of a document is binding for Parties.
4. Current arrangements regarding performance of the sales agreement can be made via email and phone calls.

### II. Schedule and performance of the agreement

1. The Seller is obliged to release the Goods in the place determined in the agreement, in batches not smaller than 25 metric tons (MT). The term “buyer's option” implies that the Buyer determines the final quantity of the Goods within the percentage limit determined in the agreement.
2. Agreement shall be performed according to a schedule determined by the Buyer. The schedule will determine the quantity of Goods delivered in a specified period of time (a week/a month). If the Seller delivers the Goods in quantity that exceeds the quantity determined in the Schedule, the Buyer shall not be obliged to collect the Goods and shall not bear any additional costs.
3. In case of purchase of the Goods on DAP (according to Incoterms 2010), the Goods shall be delivered with the use of tipper type vehicle to a destination indicated by the Buyer. Quantity acknowledged by the Buyer at the unloading site is the basis for the settlement.
4. Before delivery, the Seller shall notify the Goods in advance of at least 24 hours with the agreement number, quantity of the Goods, driver's personal data, including name and surname, company phone number and identification number, according to the below:

a) In the case of deliveries to silos owned by Cefetra Polska Sp. z o. o., the notification must be sent to the e-mail address:

- [pawlow@cefetra.pl](mailto:pawlow@cefetra.pl); deliveries to silo Pawłów
- [nidzica@cefetra.pl](mailto:nidzica@cefetra.pl); deliveries to silo Nidzica
- [dobremiasto@cefetra.pl](mailto:dobremiasto@cefetra.pl); deliveries to silo Dobre Miasto
- [lebork@cefetra.pl](mailto:lebork@cefetra.pl); deliveries to silo Lebork

b) In any other case notification must be sent to e-mail: [awizacje@cefetra.pl](mailto:awizacje@cefetra.pl)

Shall there be no notification, the Buyer can refuse the receipt of Goods on the day of delivery.

5. If there is a delay in the Buyer's receipt of Goods delivered by the Seller according to the schedule, the Buyer shall bear responsibility according to Attachment no. 1.

4. If, according to the agreement, the Goods are released from the Seller's warehouse, the Seller is obliged to release the Goods solely on the basis of the Buyer's order (hereinafter Notification) sent from the email address that belongs to the Buyer's domain @cefetra.pl. Before the release of the Goods, the Seller is obliged to:

- a) Check driver's credentials and verify if their name, surname and identification number on the original of their identification are consistent with the data included in the Notification and
- b) Verify if all license plate numbers provided by the Buyer in the Notification are consistent with license plate numbers on registration stickers and license plates of vehicles and trailers provided for the receipt of the Goods.

5. If any data is inconsistent with the data included in the Notification, the Seller is obliged not to release the Goods, immediately contact the Buyer and proceed according to received instructions. If the Seller releases the Goods without conducting any of the activities mentioned in paragraph 6, letters a) and b), or does so despite acknowledging any data inconsistency, the Seller shall be responsible for the loss resulting from it in full amount regardless the reason, and the Buyer shall not be obliged to pay for the Goods.

6. In case of FCA purchase (according to Incoterms 2010) and Storage Option implementation in the agreement, the Seller is obliged to ensure the loading of the Goods in conditions that prevent deterioration of quality.

7. The Buyer's warehouse constitutes any place of destination for the Goods indicated by the Buyer.

### III. Quality of the Goods and claim procedure

1. Quality of the Goods at the time and place of unloading is binding, unless the agreement states otherwise.
2. Shall the Seller deliver the Goods contrary to quality specifications stated in the agreement, the Buyer has the right to:
  - a) refuse the receipt and proceed to return the Goods at the Seller's expense,
  - b) refuse the receipt, proceed to return the Goods and demand the release of the Goods according to quality specification at the Seller's expense,
  - c) receive the Goods with price deduction consistent with Attachment no. 1 as in effect on the day of conclusion of the agreement. If the Goods are delivered to locations other than silos which belong to Cefetra Polska Sp. z o.o., the Buyer reserves the right to apply deductions of different amount than indicated in Attachment no. 1.
3. The Seller can file a complaint concerning the quality results of the batch of the Goods claimed by the Buyer. The Buyer shall only investigate the Seller's complaints that:
  - a) were submitted until the unloading of a transport unit, in each case not later than 24 hours since informing the Seller about the quality test results,
  - b) were submitted to the Company in the form of an email, fax or text message,
  - c) indicate the quality parameter in question,
  - d) indicate a method of collecting samples of the Goods preferred by the Seller: by the Company's client or an authorized representative of an independent, accredited controlling company.
4. In case an exceeded level of mycotoxins is found during the analysis carried out in an external accredited laboratory, the Buyer reserves the right to submit a complaint to the Seller within 30 days from the date of delivery.
5. In case of no possibility of collecting samples of the Goods by the Company's client or an authorized representative of the independent, accredited controlling company's, the Seller can propose another method of collecting samples of the Goods than indicated by the Buyer in paragraph 3, letter d
- 6.1. Based on submitted complaint, in case of deliveries to locations other than: Gdańsk / Gdynia / Szczecin / Kołobrzeg harbour, the Buyer shall order quality examination by an independent controller, from the following: J.S. Hamilton, SGS, Polcargo International, Bureau Veritas Polska, Peterson Polska Sp. z o.o. Quality inspection shall be conducted by an entity accredited for the scope of examination of the parameter which is being analysed. If none of the entities possesses accreditation for the scope of examination of a given parameter, the examination is conducted without accreditation, which does not influence other provisions of claim procedure.
- 6.2. Based on submitted complaint, in case of deliveries to Gdańsk / Gdynia / Szczecin / Kołobrzeg harbour, the Seller, after informing the Buyer, shall order quality examination (sampling & analysis) by an independent controller, from the following: J.S. Hamilton, SGS, Polcargo International, Bureau Veritas Polska, Peterson Polska Sp. z o.o. Quality inspection shall be conducted by an entity accredited for the scope of examination of the parameter which is being analysed. If none of the entities possesses accreditation for the scope of examination of a given parameter, the examination is conducted without accreditation, which does not influence other provisions of claim procedure.
7. The result of quality examination performed according to the previous paragraph shall be binding for the Parties. The examination costs shall be borne by the Seller if the examination results do not confirm full consistency of quality parameters with the conditions of the agreement (the Seller shall reimburse the Buyer on the basis of reinvoice within 14 days). Otherwise, the Buyer shall be charged for the examination.
8. Provisions of paragraphs 3-5 do not apply if the existence of pest is indicated. In such case the results announced during the unloading are final, and claim procedure does not apply.
9. Due to post-fumigation gas residues (above 0.1 ppm PH3) in the Goods delivered to one of the port warehouses, the Seller may use one (or several) claim procedure:
  - a) Re-test performed 8 hours after finding the exceedance;
  - b) Additional test before 8 hours, for an additional fee according to the current Hamilton price list, payable in case of confirmation of gas presence;
  - c) Call of the independent controller and conciliation analysis jointly with the independent controller of Buyer, within a period of no more than 2.5 hours after the finding of the exceedance.
10. The Seller declares that the Goods sold and released during the execution of the sales agreement can be used as an ingredient for food production or feed production (feed material). Thus, the Seller declares that the Goods are in accordance with all national and EU regulations regarding the safety of food and feed (in case of any discrepancies between these regulations – in accordance with stricter regulations that regard the safety of food and feed) applicable at the time of conclusion and execution of the sales agreement. COMMISSION REGULATION (EU) 2023/915 of 25 April 2023 on maximum levels for certain contaminants in food and repealing Regulation (EC) No 1881/2006 applies in the order of priority. In case of undesirable substances not included in Regulation 2023/915, levels for feed materials determined in Directive 2002/32/EC of the European Parliament and of the Council of 7 May 2002 on undesirable substances in animal feed apply. The Goods do not exceed maximum residue levels of pesticides in food or feed according to the Regulation (EC) No 396/2005 of the European Parliament and of the Council of 23 February 2005 as amended.

### IV. Carry Option

1. The Parties can introduce Carry Option clause in the agreement which establishes a maximum period by which an initial date of release of the Goods, described in the agreement as execution date, can be prolonged.
2. If Carry Option is exercised in the sales agreement, the date of the release of the Goods is prolonged by the period indicated in the agreement automatically and without a necessity for submission of any declarations by the Buyer.
3. If the entirety or part of the Goods is not received or released within the period determined in the sales agreement as an execution date, Carry Option is applied to the entirety or part of unreceived or unreleased Goods respectively.
4. The salary arising from the Carry Option is agreed in the currency corresponding to the currency of the sales price determined in the sales agreement. Unless the sales agreement states otherwise, the initial sales prices increases by the salary arising from the Carry Option described in the sales agreement for every initiated period determined in the agreement, starting from the day after the execution period indicated in the agreement.
5. If the period by which the release date of the Goods is prolonged is:
  - a) one month - understood as a calendar month,
  - b) two weeks - understood as a period from the first day of a calendar month to the 15th day of a calendar

month included, or from the 16th day of a calendar month to the last day of a calendar month included, respectively.

6. If Carry Option is applied, quality and price settlements are made on the date of release or receipt of each batch of the Goods, regardless of the execution period indicated in the agreement.

7. The Company's responsibility regarding failure to perform or improper performance of the sales agreement with Carry Option or withdrawal from the agreement by the Seller is limited to the loss effectively suffered by the Seller (damnum emergens). The above mentioned limitation does not apply to damages done to the Seller deliberately or personal injury.

## **V. Storage Option**

1. The Parties of the sales agreement can introduce Storage Option into the agreement which determines the obligation to transfer the Goods to the Buyer's storage and store the Goods by the Seller for the Company in whole or in part for the storing period determined in the Sales agreement as Maximum Goods storing period.

2. If Storage Option is exercised in the sales agreement, the agreement is concluded for a definite period of time indicated in the agreement within the confines of the storage option and the Seller's salary for Storage Option and Maximum Goods storing period are determined in the agreement

3. If Storage Option is exercised in the sales agreement, the Seller is obliged to deliver original documents regarding the whole amount of unreceived Goods within 3 working days after the transfer the of Goods for the Company:

- a) goods received note (PZ);
- b) goods dispatched note (WZ);
- c) proof of ownership;
- d) invoice;

e) promissory note and promissory note statement;  
f) proof of delivery of biomass or farmer's declaration in case of certified Goods.

4. Storage option is in force under the condition of the Buyer's acceptance of documents delivered by the Seller, determined in paragraph 3 above, and the Buyer's acceptance of the results of an audit conducted by the Buyer's representative or authorized representative of an independent controlling company chosen by the Buyer.

5. In case of the sales agreement with the Storing Option, acceptance of the Goods into storage takes place on the date which results from the agreement.

6. The Buyer or a third party with authority delegated by the Buyer has the right to:

- a) inspect and control the Goods, including the right to quality control of the Goods transferred to the Company and stored at the Seller's,
- b) collect samples of the Goods in order to determine the quality,

C) execute other rights resulting from the law.

7. The Seller is obliged to:

- a) store the Goods of various type and quality separately in separate chambers of the warehouse, maintain separate warehouse records for the Goods separated in such manner, as well as to not combine the Buyer's Goods with goods of other entities, including the Seller's own goods;
- b) mark the place of storing the Goods with the information that the Goods are the Company's property.
- c) store the Goods in conditions that match their specificity and particularly in conditions that prevent theft, destruction, loss or quality decrease of the Goods;
- d) store the Goods in a way that enables direct and easy loading of the Goods;
- e) if the weight of the Goods is settled according to the Seller's scales, send load weight the next working day after the loading at the latest,
- f) send signed warehouse inventory confirmations per Buyer's request.

8. Upon conclusion of a sales agreement with Storage Option, the Seller declares that he:

- a) shall store the Goods with utmost care;
- b) has adequate financial resources and technical background with the space necessary to store the Goods.

9. Unless otherwise provided by the sales agreement, the Company shall pay the Seller the salary for Storing Option determined in the sales agreement for adequate storage of the Goods.

10. Unless otherwise provided by the sales agreement, the Storing Option salary shall be the product of the monthly storage rate determined in the sales agreement and the quantity of the stored Goods, according to the average monthly warehouse inventory set according to paragraph 11 below.

11. Monthly warehouse inventory constitutes sums of quantity of Goods documented without reservations and calculated on the 10th, 20th and last day of the month divided by 3. Unless otherwise provided by the sales agreement, settlement period constitutes one calendar month. If storage service provision begins during a calendar month, settlement period begins from the first day of the next calendar month.

12. Salary for Storage Option is payable in arrears within 14 days from the Seller's receipt of correctly issued invoice, after the Parties' agreement on warehouse inventory settlement of the stored Goods.

13. The Company shall inform the Seller in advance of one working day, via phone, mail or other available means about the date and schedule of receipt of Goods and the quantity of Goods that is the subject to receipt at a particular date. The Company can change the quantity of the Goods declared for receipt without justification.

14. The Seller releases the Goods or their part only on the basis of Company's written disposal (Notification) as described in chapter II, paragraph 6 of OWZ.

15. Shall any inconsistencies occur between any data with the data included in the Notification, the Seller is obliged not to release the Goods and immediately contact the Company at [awizacje@cefetra.pl](mailto:awizacje@cefetra.pl), and follow the received instructions. Shall the Seller release the Goods without performance of any of the activities described in chapter II, paragraph 6 of OWZ or despite confirmation of any data inconsistency, the Seller shall be deemed fully responsible for the loss resulting from it, regardless the reason.

16. The Contractor is obliged to:

- a) release the Goods in quantity agreed in the agreement - the Seller guarantees the loading capacity no smaller than 200 MT a day,
- b) load the Goods during the working hours of the Seller's warehouse

- c) load the Goods within 2 hours since the arrival of the transport vehicle at the Seller's warehouse according to the schedule agreed by the Company, determining the quantity of Goods delivered in a given period (day/week/month). If the Goods are delivered in the quantity exceeding the quantity determined in the schedule, the Company is not obliged to receive the Goods and shall not bear any additional costs,
- d) inform the Company about the inability to load the Goods in advance of at least one working day before the planned loading at [awizacje@cefetra.pl](mailto:awizacje@cefetra.pl) or/and [logistyka@cefetra.pl](mailto:logistyka@cefetra.pl),
- e) collect and correctly secure representative samples (with the mass of at least 1 kg), from each loaded transport vehicle and send them or made available on the Company's request (until 6 months since the loading date).

17. If there is a delay in loading of the Goods, the Company can charge the Seller PLN 250 net for each transport vehicle that arrived after 24 hours of parking since the arrival of the transport vehicle.

18. If a refusal to load the Goods occurs, the Company can charge the Seller PLN 250 net for each transport vehicle.

19. After the release of the Goods, the Seller shall make a full quantity settlement of the stored Goods, sending the Company information regarding the quantity of Goods that have remained in storage or information confirming the release of all Goods.

20. The Company's responsibility regarding failure to perform or improper performance of the sales agreement with Storage Option or withdrawal from the agreement by the Seller is limited to the loss effectively suffered by the Seller (damnum emergens). The above mentioned limitation does not apply to damages done to the Seller deliberately or personal injury.

## **VI. Payments**

1. Payment for the delivered Goods shall be made on the basis of the correctly issued original invoice and WZ/PZ documents. The day of transfer disposal made by the Company shall be understood as the day of payment.
2. The Company may suspend payments of all dues to the Seller in well-founded circumstances, that is, among other: lack of delivery of signed VAT RR invoice or original documents mentioned in paragraph 1 by the Seller, lack of delivery of documents and lack of information mentioned in chapter V, paragraphs 3 and 12 of OWZ in case of conclusion of Carry Option agreement or lack of delivery of documents mentioned in paragraph 4 below, delay in release of even a part of the Goods according to the Schedule or doubt that the Seller will realise the schedule or other concluded agreements, existence of the Company's claims towards the Seller regarding, among others, quality of Goods released to date. Payment suspension in such situation shall not be understood as failure to perform or improper performance of the agreement by the Company and shall not constitute obligation to pay damages or interest for the period of payment suspension.
3. The Seller's transfer of any receivables for the Company or rights resulting from the agreement, including payment of the price requires the Company's acceptance and shall be null and void unless made in writing.
4. If the Goods which are a subject of the agreement fulfil the criteria of sustainable development within the meaning of Directive 2009/28/EC of the European Parliament and of the Council of 23 April 2009 on the promotion of the use of energy from renewable sources, then the Seller is obliged to submit Proof of Delivery containing all information required by certification systems - ISCC/Redcert/KZR INIG/other - including greenhouse gas emission information (GHG) for the province the goods originate in (NUTS)
5. The Company can deduct the Seller's receivables including receivables that the Company is entitled to otherwise than from, even if some of them are undue.

## **VII. Failure to perform or improper performance of the agreement**

1. The agreement is concluded for an indefinite period of time. The lack of release of the whole quantity of Goods by the Seller during the period of delivery/release determined in the agreement shall not result in agreement expiration/termination. The agreement shall stop binding the Parties only in the case of its correct execution or withdrawal by one of the Parties.
2. In case of lack of release of the Goods in delivery/release period determined in the agreement, the Buyer can exercise the rights indicated in Art. 479 of the Civil Code or withdraw from the agreement. If the part of the Goods is unreleased, the Buyer's rights resulting from the previous sentence regard only the quantity of unreleased Goods.
3. If the release of the Goods is made in violation of the delivery/release period, the Buyer can charge the Seller with contractual penalty of PLN 1.00/1MT/1 day of delay in the release of the Goods.
4. Both in case of exercising the rights indicated in Art. 479 of the Civil Code or withdrawing from the agreement by the Buyer, the Buyer can charge the Seller with contractual penalty of 10% net of unreleased Goods.
5. If the Company suffers a loss whose value exceeds the amount indicated in OWZ or the contractual penalty, the Company is entitled to claim supplementary damages in line with general conditions.
6. The Seller can withdraw from the agreement under conditions described in Art. 551 § 2 of the Civil Code, with necessity to determine an additional date for the receipt of the Goods for the Company, which shall be 5 working days, or under condition described in Art. 552 of the Civil Code.
7. If the Seller who released the Goods that fulfil the criteria of sustainable development within the meaning of Directive 2009/28/EC of the European Parliament and of the Council of 23 April 2009 on the promotion of the use of energy from renewable sources and subsequently repealing Directives 2001/77/EC and 2003/30/EC on the basis of "Agricultural producer's Declaration regarding sustainable production of biomass" shall be chosen for an audit and will not submit complete documentation which proves the correction of information included in the Declaration

on Buyer's request or will submit incomplete documentation, the Buyer shall have the right to pursue contractual penalty from the Seller in the amount of 10% value of the Goods purchased from the Seller. If the loss suffered by the Buyer exceeds the amount of contractual penalty, the Buyer is entitled to claim supplementary damages from the Seller in line with general conditions.

8. In order to secure Buyer's possible claims on the basis of failure to perform or improper performance of the Agreement by the Seller, the Seller shall establish one or more guarantees for the Buyer, shall the Agreement provide it:

- a. blank promissory note with blank promissory note agreement
- b. bank guarantee,
- c. insurance guarantee,
- d. mortgage,
- e. pledge,
- f. registered pledge,
- g. transfer of title to secure loan repayment,
- h. security deposit.

Each guarantee method shall be first accepted by the Buyer. Shall there be a decrease in the value of a guarantee, the Seller is obliged to compensate its value on Buyer's request. Documents confirming the establishment of the guarantee compliant to the Agreement shall be presented to the Buyer in an original version.

## **VIII. Force majeure and other circumstances for which neither party is liable**

(Note: Version A or B applies depending on the Seller's status)

### **A. For Farmers not conducting business activity:**

1. In the event of force majeure throughout the term of the agreement, as defined in Art. 2 (2) of Regulation (EU) No 1306/2013 of the European Parliament and of the Council of 17 December 2013 on the financing, management and monitoring of the common agricultural policy and repealing Council Regulations (EEC) No 352/78, (EC) No 165/94, (EC) No 2799/98, (EC) No 814/2000, (EC) No 1290/2005 and (EC) No 485/2008 or other circumstance which makes it impossible to perform the sales agreement in full or in part, and for which neither party is liable, the Parties shall be released from the performance of the agreement, respectively in full or in part.

2. The Parties agree that force majeure or other circumstance neither party is liable for, mentioned in paragraph 1, shall be properly proven. It can be done in particular with the following documents:

- a) in the case of the Seller's death - death certificate presented by the Seller's inheritors,
- b) in the case of long-term incapacity for work by the Seller - official documents issued by competent branches of ZUS and KRUS which confirm that sickness benefit was collected by the Seller in a continuous period of at least 90 days or farmers' pension,
- c) in the case of state of emergency due to a natural disaster resulting in significant damage in an agricultural holding which belongs to the Seller - official documents issued by competent administrative authorities which confirm the introduction of state of emergency in the area of the Seller's business activity, causing considerable damage in the Seller's agricultural holding, or protocols of competent committees for estimation of agricultural loss caused by unfavourable weather conditions, or protocols of loss estimation in crops, made by an insurance company the farmer signed an insurance policy with, or any other document that confirms the existence of a state of emergency causing considerable damage in the Seller's agricultural holding; assessment of inability of performance of the sales agreement in full or in part shall in this case be made proportionally to the amount of loss estimated with regard to average agricultural product quantity that is the subject to the sales agreement, sold by the Seller within the last two years,
- d) in the case of plant disease that afflicts the whole or part of crops of the Seller - official documents issued by competent branches of Main Inspectorate of Plant Health and Seed Inspection that confirm the existence of plant diseases at the Seller's company which led to: (1) complete or partial damage of crops with percentage determination of damage of crops or (2) issuance of official prohibition of release of grown plants into the food/animal feed market due to health risk for people and animals, or protocols of loss estimation in crops, made by the insurance company the farmer signed an insurance policy with; assessment of inability of performance of the sales agreement in full or in part shall in this case be made proportionally to the amount of crop damage or scope of the official prohibition of release of grown plants into the food/animal feed market;
- e) in the case of complete expropriation or expropriation of a significant part of the agricultural holding if such expropriation could not be foreseen on the day of the conclusion of the sales agreement - final decision or final sentence confirming expropriation and its scope.

3. The Party which wants to refer to the existence of force majeure or a circumstance that neither party is liable for, shall inform the other Party of its existence immediately and no later than within 7 days since the receipt of documents that confirm its existence. If providing the information cannot be done in the above-mentioned period due to a sudden and unavoidable obstruction (especially fire, flood, power outage, or telecommunications service breakdown), beyond the party's reasonable control, the period shall be suspended for the duration of the obstruction.

4. If the Parties are released from the performance of the sales agreement in full or in part, the Seller is obliged to return all benefits received from the Company, including advance payments, respectively in full or in part which the agreement cannot be performed.

## **B. For Companies or Natural persons conducting business activity, including Farmers conducting business activity:**

1. In the event of force majeure throughout the term of the agreement or other circumstance neither party is liable for, which makes it impossible to perform the sales agreement in full or in part, the Parties shall be released from the performance of the agreement, respectively in full or in part.
2. The Parties agree that force majeure or other circumstance neither party is liable for shall be properly proven, particularly with documents confirming its existence.
3. The Party which wants to refer to the existence of force majeure or a circumstance that neither party is liable for, shall inform the other Party of its existence immediately and no later than within 7 days since the receipt of documents that confirm its existence. If providing the information cannot be done in the above-mentioned period due to a sudden and unavoidable obstruction (especially fire, flood, power outage, or telecommunications service breakdown), beyond the party's reasonable control, the period shall be suspended for the duration of the obstruction.
4. If the Parties are released from the performance of the sales agreement in full or in part, the Seller is obliged to return all benefits received from the Company, including advance payments, respectively in full or in part which the agreement cannot be performed.

## **IX. Personal data**

1. The Company and the Seller shall exchange personal data of workers and co-workers appointed to perform the sales agreement, including name and surname, position, phone number and email address.
2. In accordance with chapter II, paragraph 4, sentence 1 of OWZ, the Seller shall notify the Goods providing driver's personal data, including name and surname, company phone number and identification number.
3. Upon receipt of personal data mentioned in paragraph 1 above, the Company and the Seller shall become individual administrators of data shared with them and are obliged to process it only within the scope necessary to perform transport services and with use of proper technical and organizational measures according to current regulations regarding personal data protection including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter: RODO).
4. The Seller is obliged to immediately acquaint workers and co-workers, including drivers, whose personal data will be shared with the Company due to transport services performance, with information clause regarding personal data processed by the Company. The information clause is available from 25 May 2018 on the website [www.cefetra.pl](http://www.cefetra.pl) in the section Dla Klientów, Klauzula Informacyjna RODO.
5. If it is the Seller's will, the Company shall allow the people whose data it shared with the Seller, to acquaint, according to paragraph 1 above, with the information clause regarding personal data processing by the Seller, if its content will be previously sent to the Company in an electronic form.
6. If according to the agreement the Goods shall be released at the Seller's warehouse, the Company shall share address data and phone number to entities commissioned with the transport of the Goods for the purpose of performance of the sales agreement.
7. According to chapter II, paragraph 6 of OWZ, upon transfer of Notification to the Seller, the Company, on the basis of Art. 28 RODO, entrusts drivers' data included in the Notification, that is name, surname, company phone number and identification number (hereinafter Personal data) to the Seller in order to perform the sales agreement and salary described therein throughout the duration of the agreement.
8. The Seller is entitled to perform the following operations on the received Personal data in its registered office or warehouse indicated in order to perform the sales agreement in the Republic of Poland: recording, reviewing, storing.
9. The Seller is obliged to:
  - a) process personal data only on the Company's documented request,
  - b) ensure that people authorised to process personal data are committed to keep it a secret;
  - c) before the initiation of the Personal data processing and during the whole duration throughout which the Personal data is processed, implement and maintain proper technical and organisational means in order for the processing of the Personal data to fulfil the requirements of current law and protect the rights of people who the data regard, including technical and organizational means which ensure processing security taking into consideration processing character,
  - d) considering the nature of the processing, to support the Company through appropriate technical and organisational means in performing the obligation of answering the demands of a person who the Personal data regards, relating to exercising this person's rights resulting from chapter II of RODO;
  - e) considering processing character and information available, assisting the Company to fulfil obligations described in art. 32-36 RODO;
  - f) to delete all existing copies of Personal data after the performance of the sales agreement and to document such fact with a declaration which shall be presented to the Company within 3 (three) working days since the submission of such request by the Company,
  - g) Provide the Company with all information required for confirmation of the fulfilment of obligations determined in hereby paragraph and allow the Company or an auditor authorised by the Company to conduct audits, including inspections, and contribute to them.

- h) inform the Company immediately if an order given to him violates RODO or other regulations regarding Personal data.
- i) not utilize other data processing entity without the Company's prior consent

## **X. Final provisions**

1. The Buyer shall be aware that the Company makes decisions regarding destination and disposal (including the area of the Republic of Poland and the European Union) of the Goods with regard to quality declarations made by the Seller in the agreement which can influence the amount of costs the Seller will be charged with shall quality imperfections of the Goods appear. Before the conclusion of the agreement the Seller shall reveal all doubts regarding the quantity of the Goods.
2. To all matters not settled herein provisions of the Polish Law, including the Civil Code, shall apply.
3. The Seller must not transfer a claim resulting from the payment for the Goods or any other claim towards the Buyer in connection with conclusion or performance of the sales agreement to a third party without the Buyer's consent.
4. The Seller must not entrust any part of the obligations resulting from the sales agreement to third parties without the Buyer's agreement in writing, under pain of being declared null and void.
5. Any disputes arising between the Parties shall be adjudicated by a court having jurisdiction over the Company's seat.
6. The Seller can introduce changes to the contents of Attachment no. 1. An up-to-date Attachment 1 is available on the Buyer's internet website.
7. Hereby OWZ are accessible without limitations on the website: [www.cefetra.pl](http://www.cefetra.pl), in all the Company's purchasing centres, its offices and headquarters, as well as at every Company's representative.
8. CEFETRA Polska Sp. z o.o. has the status of a large enterprise which makes it different from micro, small or midsize enterprise as defined by the Attachment no. 1 of Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty Text with EEA relevance (Official Journal of the UE L 187 of 26 June 2014 r. as amended)



