

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL PROVISIONS

1.1 These General Terms and Conditions of Sale (hereinafter referred to as the "Terms and Conditions") constitute, together with the Contract included on the other side (hereinafter referred to as the "Contract"), exclusive terms and conditions pursuant to which Cargill Poland Sp.z o.o. (here in after referred to as the "Company") expresses its willingness to deliver products listed in the Contract (here in after referred to as the "Products") to the entity purchasing them from the Company (hereinafter referred to as the "Client"). Any amendments to or withdrawal from these Terms and Conditions, additional declarations or warranties made in relation to Products require express written agreement signed by the Company, otherwise null and void. These Terms and Conditions shall prevail over any provisions and terms and conditions suggested by and in any document provided by the Client. In the case of any discrepancy between the Contract and the Terms and Conditions, the content of the Contract shall prevail.

1.2 Each order for the delivery of the Product (hereinafter referred to as the "Order") placed by the Client as part of the Contract shall be treated as the Client's offer to purchase the Product in line with the Contract and these Terms and Conditions and it shall require the Company's approval in writing or by e-mail. As a result of such an approval, cancellation or change of the Order shall require express consent of the Company, dependant on its own discretion, as well as payment of a contractual penalty specified in item 3.6 hereof.

1.3 Orders shall be placed by the Client in writing or to an e-mail address or by fax indicated by the Company with an express reference to the date and number of the Contract.

1.4 The Client expresses its consent that the Company, at its own discretion, entrusts entities or third parties with fulfilling the Order in full or in any part.

2. PRICES AND PAYMENTS

2.1 . Price payable for the Product as part of each Order must be compliant with agreements between the Client and the Company included in the Contract and shall not include VAT and costs of transport, unless agreed otherwise therein. At any moment before the conclusion of the Contract, i.e. before its signing by the Client and the Company, the prices and all other terms and conditions agreed on by the Client and the Company (in writing or verbally) may be withdrawn or changed.

2.2 At the same time the Company reserves the right to change the Product prices or decrease the deliveries agreed on between the Client and the Company in the Contract and each Order without the observance of the notice period and bearing responsibility against the Client with this respect in the case of occurrence of an event of force majeure, and in particular any material change in legal regulations, major increase in prices or decrease in the availability of raw materials, energy, services or other materials necessary for the Company, making it impossible for the Company to maintain the current price level or supply quantities.

The payment shall be deemed made when the Company's bank account is credited with the amount due. The Client shall make payments in full amounts, without any deductions or delays resulting from any counter claims. Payment dates are binding for the Parties, and any failure to meet the payment date may be a basis for terminating the Contract and these Terms and Conditions and stopping deliveries by the Company.

3. DELIVERIES

3.1 Unless agreed on otherwise, the Products shall be delivered to the place and pursuant to the terms and conditions stipulated in the Contract, and the delivery shall be deemed made when the Product is delivered to the Client's or its authorized representative's tank or, for packed Products, when they are unloaded at the Client's. The Client shall supervise the unloading process and ensure that qualified staff, equipment and instructions are available, and that any help is provided, enabling unloading the Product at the Client's.

3.2. If the Parties have agreed that the Product will be collected from the Company's seat, the Product shall be deemed delivered the moment it leaves the Company's delivery equipment and is transferred to the Client's or its authorized representative's vehicle, and for packed Products, when they are loaded on that vehicle. The Client shall ensure that the delivery vehicle is clean, defect- and damage-free and adjusted to the intended purpose.

3.3 If the Company and the Client have set the dates, time or periods of deliveries of the Product, the Company shall make all reasonable efforts to take such set date or time of delivery into account, pursuant to other provisions hereof.

3.4 The Company shall not bear responsibility for any loss, damage, burdens or expenses caused by any delay in the delivery of the Product, and no delay shall provide the Client with any basis for termination or cancellation of the Contract, unless the Company's delay exceeds 72 hours in relation to the dates resulting from the Contract and/or the Order. In such a case, the Company's responsibility in the case of failure to deliver or delay in delivery shall be limited only to a surplus (if present) between the price stipulated in the Contract and the price of substitute products determined pursuant to the lowest prices of such substitute products, applicable on the market at a given moment or an actually paid price by the Client (depending on which is lower), provided that the Client purchases such substitute products and substantiates it to the Company.

3.5 The Client shall collect the delivered Product within the dates set forth in the Contract and the Order or evenly during the agreed on term of the Contract.

3.6 In the case of a cancellation or change of the Order in full or in part or change of the date of its fulfillment by the Client, in relation to the dates resulting from the Contract and/or the Order, the Client shall be obliged to pay a contractual penalty to the Company in the amount specified in the Contract for each such event of default referred to hereinabove, within 7 days of the receipt of the call for payment of the penalty from the Company.

3.7 If the Client delays with unloading the Product delivered by the Company by more than 2 hours of the time of delivery confirmed by the Company, the Client shall be obliged to pay a contractual penalty to the Company in the amount specified in the Contract for each such event of default referred to hereinabove, within 7 days of the receipt of the call for payment of the penalty from the Company.

3.8 At the same time, if Orders are not placed for the whole quantity of Products agreed on in the Contract or, despite having placed Orders, the whole quantity of Products agreed on in the Contract is not collected by the Client within the dates specified in the Contract, and if not specified, in the whole term of the Contract, the Company can charge the Client with the contractual penalty amounting to 10% of net value of uncollected Products, unless other amount of the contractual penalty was specified in the Contract, payable within 7 days of the receipt of the call for payment of the penalty from the Company. This item 3.8 shall not apply if the Product prices are increased by the Company during the term of the Contract, unless the Client has granted its consent for the increase.

3.9 The penalties set forth in items 3.6, 3.7 and 3.8 shall be imposed irrespective of each other and may be converted into Polish zlotys at the average exchange rate of the National Bank of Poland, valid as of the day of issuing of an appropriate debit document by the Company. If the

abovementioned contractual penalties do not cover the Company's damage, it will be entitled to seek supplementary damages under general rules.

3.10 The Company's obligations to execute the Contract and the Orders, including delivery of the Products to the Client, shall expire with the lapse of the term of the Contract or as of the moment of delivery of the whole quantity of Products agreed on in the Contract if this occurs first. At the same time from the moment of placing an Order using up the total quantity of Products specified in the Contract by the Client, the Company shall not accept further Orders as part of this Contract, unless it resolves otherwise unilaterally.

4. RISK AND OWNERSHIP

4.1. Any risk related to the Product shall pass on the Client with the delivery of the Product, and if the Client fails to fulfill the obligation of collecting the Product under the terms and conditions specified in clause 3 - on date of delivery originally set by the Parties.

4.2 The Company shall remain the sole owner of the Product until the Product price and any other amounts due resulting from a given contract are paid.

5. CONTROL

5.1 The Client shall carefully control all Products after they are brought to the Client's seat. For packed Products, the Client shall control whether the packaging is intact and in good condition, as well as whether exact amount of the ordered Product was delivered. If damage is found, the Client cannot use nor mix the Products, and the rights to which the Client is entitled in relation thereto are limited to the replacement of damaged Products or refund of their price, at the Company's discretion. If the Client fails to fulfill the obligation of controlling the Products, the results of control of the Products conducted by the Company before the delivery shall be a proof confirming no defects possible to be found during such careful control.

6. QUALITY AND QUANTITY

6.1 The Company guarantees that the delivered Products, upon their delivery to the Client pursuant to subclause 3.1 or 3.2, depending on the way of delivery agreed on, shall be compliant, as far as materials are concerned, with specification agreed on in writing and signed by the Company and the Client or, when no specification was agreed on, Product specification provided to the Client by the Company taking the tolerance determined in the said specification into account.

If the Products, upon their delivery to the Client pursuant to subclause 3.1 or 3.2, depending on the way of delivery agreed on, fail to meet the explicit terms and conditions of the Contract or the above warranties are breached, the Company shall, at its own discretion, to replace the damaged Product free of charge or refund the total payment, up to its total amount, made by the Client pursuant to the provision of the Contract in relation to the damaged Products. All other warranties, provisions and terms and conditions, express or implied, are hereby excluded in the full extent permitted by law.

6.2 If the Products are delivered in the amount greater or lower which is not exceeding 5% of the quantity or weight of the ordered Products, the delivery shall be treated by the Company as proper performance of the Contract. The Client shall not be entitled to raise any objection or reject the Product due to its larger or smaller amount, and it shall pay for the Product in accordance with the price specified in the Contract.

7. LIMITATION OF LIABILITY

7.1 The Company shall not be liable for any losses or damage resulting from the Client's violation of its obligations resulting here from. The Client shall be treated as having full knowledge on the Products. The Company shall not be liable for violation hereof, whether in tort or otherwise, if any defect results from the failure to observe the instructions of use of the Products delivered by the Company or the rules of proper management e.g. as regards storing, handling, mixing and using the Products, or from other reasons attributable to the Client or third parties for which the Company is not liable.

7.2 All Company's liability for violation of obligations resulting from these Terms and Conditions and the Contract is limited to 100% of the net value of the Products in one Order to which the violation applies.

7.3 The Company shall not be liable for lost benefits, including lost profit, goodwill, brand, reputation or decrease in future sales and claims due to direct or indirect loss suffered by the Client or other person in relation to the Products.

7.4 The Company shall not be liable for failure to fulfill its obligations resulting from the Contract caused by circumstances not attributable to the Company, in particular but not limited to force majeure, including terrorist attack, war, unfavorable weather conditions, acts of government or other state authority, strike, accident or failure of plant or machinery, power loss, crop failure or fire.

7.5 None of these terms and conditions excludes or limits the Company's liability for damages caused by the Company willfully or through gross negligence.

8. CLIENT'S DECLARATION

8.1 If the Products purchased by the Client are of type CN3505 10 50 (ester starch and/or eterized starch), the Client is by law bound by the provisions of Commission Regulation 1722/93/EEC, if the above Products: a) will be used for the production of other products than those listed in Annex II of the Commission Regulation 1722/93/EEC; b) will be exported to third countries, or; c) if sold within the European Union, will be sold only to parties which will present the same declaration. In such case the Client shall store the copy of the said declaration to be viewed by authorized entities. The Client shall also keep the supply register in a way approved by competent authorities. In the case of direct export to third countries the Client shall prove to competent authorities that the Products left the customs area of the European Union. The Client acknowledges that failure to prepare the above declaration may lead to imposing a penalty on the Company. In such case the amount of the penalty shall be imposed on and paid by the Client.

9. COMPANY STATEMENT

9.1 In performance of the obligation resulting from the Act of 19 July 2019 amending certain regulations in order to limit payment backlogs (Journal of Laws of 2019, 1649), Cargill Poland sp. z o.o. declares that it has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on prevention of late payments in commercial transactions (Journal of Laws of 2019, item 118., as amended)