

General Terms and Conditions for Purchasing Raw Materials and Packaging ADAMA Manufacturing Poland Spółka Akcyjna

Buyer details:	ADAMA Manufacturing Poland Spółka Akcyjna ul. Sienkiewicza 4 56-120 Brzeg Dolny
Central office phone number:	+ 48 667 650 014
NIP identification number:	PL 9880173475
Regon identification number	932227535
KRS number	0000011753

1. The Seller shall be obliged to confirm in writing acceptance of the Order for execution within a maximum period of 7 working days from its receipt from the Buyer. Failure by The Seller to confirm the Order in writing within the given time limit, as well as the commencement of execution of the Order, shall be treated by the Buyer as acceptance by The Seller of the Order for execution on the terms specified in the Order and the GPC.
2. If The Seller does not agree with the GTCs, The Seller shall immediately notify the Buyer in writing before confirming the order received or proceeding with its execution. The Buyer may in this case withdraw the order and The Seller shall have no claims against the Buyer.
3. The Order may only be accepted by The Seller without reservation. Any terms, conditions or reservations contained by The Seller in the Order confirmation or elsewhere which modify or supplement the Order and/or the GTCs shall be deemed ineffective and shall be deemed to be unreserved unless agreed by the Buyer in writing. In the absence of such consent from the Buyer, the Agreement shall be deemed to have been concluded on the terms and conditions set out in the Order.
4. The Seller shall not be entitled to make changes to a confirmed Order unless the changes are made at the Buyer's request or the Buyer consents in writing or the change is made at the written request of the Buyer.
5. The Seller undertakes to make deliveries at times agreed in advance with the Buyer.
6. The Seller is obliged to inform the Buyer of any planned interruptions in production, including holiday breaks or planned downtimes in advance to enable the Buyer to place an order with another supplier without incurring additional costs.
7. The Seller is obliged to inform the Buyer of any intention to withdraw the goods from production or sale sufficiently in advance to give the Buyer the opportunity to ensure continuity of supply, including the time required for full testing and approval of necessary substitutes for the withdrawn goods. If The Seller fails to fulfil this obligation, the Buyer shall be entitled to claim compensation for the resulting damage, in particular to charge The Seller for the costs relating to the production stoppage and to claim compensation for the damage caused by the lack of or delay in fulfilling the Buyer's obligations towards its customers, including lost profits.
8. The delivery date specified in the Order is final and binds The Seller. Earlier delivery, or partial delivery, requires the prior consent of the Buyer expressed in writing. For the avoidance of possible doubts, it is assumed that emergency unloading of the Goods by the Buyer, dictated by requirements of safety rules, shall not be deemed acceptance of the subject matter of the Order.
9. If The Seller finds itself unable to meet all or part of its obligations under the Order, including the inability to meet the delivery date, it shall promptly notify the Buyer in writing of this fact, together with an indication of the reasons for the inability to meet the obligations/delay and the expected duration of the delay. Production interruptions and stoppages shall not relieve the Buyer from the obligation to duly perform the Order.
10. INCOTERMS terms and conditions shown on the order always refer to INCOTERMS 2020.
11. The Seller is obliged to attach a set of documents to each delivery, in particular:
 - raw material quality certificate;
 - goods dispatched note;
 - waybill;
12. In the case of imports, The Seller is obliged to supply the Buyer with:
 - original documents necessary for the application of preferential/reduced rates of duty,
 - other documents if required in connection with the importation of goods.

13. The Seller is obliged to deliver the goods in the quantity in accordance with the order. Partial deliveries are not permitted unless they have been so ordered or the Buyer has agreed to them in writing prior to delivery.
14. The Seller is obliged to include the invoice on the basis of the data in the Order:
 - supplier number from the Buyer's SAP system;
 - order number from the Buyer's SAP system;Failure to provide this data may be grounds for returning the invoice.
15. Delivery of raw materials and packaging will take place at the warehouse designated by the Buyer. The Seller is obliged to announce the delivery by 2 p.m. on the last working day before delivery at the latest.
16. The Seller is obliged to inform the Buyer immediately of any circumstances that may affect the delay of delivery.
17. In the event of a delay in the delivery of raw materials and packaging, the Buyer shall be entitled to purchase the object of the order from a third party, without having to obtain The Seller's separate consent and without having to obtain the relevant court authorisation. In addition, the Buyer shall be entitled, at his discretion, to:
 - a. charge The Seller a contractual penalty of 1% of the gross value of the order in question for each day of delay started,
 - b. withdraw from the Agreement in whole or in part without setting an additional deadline and charging The Seller with a contractual penalty for withdrawal from the Agreement in the amount of 30% of the gross value of a given order. In addition, The Seller may be obliged to cover damage exceeding the value of the reserved contractual penalty, in particular to cover additional costs of execution of a substitute order of raw material with a third party. The contractual penalty and/or the costs of executing a substitute order will be payable at the first written request of the Buyer.The contractual right of withdrawal may be exercised by the Buyer within 90 days of the contractual delivery date.
18. It is permissible to claim damages in excess of the stipulated contractual penalties.
19. The Seller warrants that the goods sold conform to the accepted specifications and agreements contained in the Agreement/order of the Buyer, and are free from any defects that would reduce their value or usefulness for the purpose of the Agreement or the purpose of the raw material.
20. The Seller undertakes to inform the Buyer of any change in the production technology of the raw material and/or packaging, as well as of any other changes, relevant to the quality and intended use of the goods, as specified in a separate document, such as a quality specification. None of the above circumstances shall release The Seller from the obligation to duly perform the Agreement, in particular from the obligation to deliver the goods appropriate for their purpose and use.
21. The Seller shall be obliged to provide up-to-date quality specifications and Safety Data Sheets (SDS) for raw materials purchased by the Buyer in the case of the first delivery and whenever The Seller makes a change within the scope defined in Title IV; Article 31; point 9 of Regulation (EC) No 1907/2006 (REACH): "Suppliers shall immediately update the safety data sheet in the following situations:
 - a. as soon as new information becomes available that may affect risk control measures or new information on risks,
 - b. if authorisation is granted or refused,
 - c. when a restriction is applied. The new information, dated and marked "Update: (date)", shall be provided free of charge on paper or electronically to all recipients of the substance or mixture to whom suppliers have supplied the substance or mixture within the preceding 12 months. Any post-registration updates shall include the registration number. The SDS should be prepared in accordance with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006, as amended by Commission Regulation (EU) 2015/830 of 28 May 2015, and Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008. By accepting the contract/order, you declare that all required substances contained in the products you purchase from us have been registered and comply with the requirements of EU Regulation EC 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) and the establishment of the European Chemicals Agency (Official Journal of the EU L396 of 30.12.2006; as amended). If you do not comply with the above requirements of the REACH Regulation, please inform us in writing immediately.
22. The Buyer carries out its own quality analyses of the raw and packaging materials received to ensure that they comply with the order and the agreed quality specifications.
23. If the result of the analysis of the raw and packaging materials by the Buyer reveals non-conformity of the characteristics of the goods with the Order or the agreed quality specifications, the Buyer shall submit a complaint to The Seller immediately upon discovery of the defect.
24. The Seller is obliged to respond to the content of the complaint within 7 working days of its receipt.

Failure to respond will be tantamount to acknowledgement of the complaint.

25. In the event that the parties do not agree on the validity of the complaint, the dispute will be resolved by an independent verification body. Its ruling will be final and binding on both parties. The costs of the ruling will be borne by the Buyer only if the complaint is unjustified.
26. In the event of a deviation from the agreed quality parameters, the Buyer may, at his discretion, without setting a further period of time, withdraw from the Agreement or demand that the goods be replaced with defect-free goods or demand a reduction in the purchase price. The contractual right of withdrawal may be exercised by the Buyer within a period of 90 days counted from the discovery of the defect.
27. The provisions of points 22-26 shall apply mutatis mutandis in the event of quantity shortages in the Goods received by the Buyer, except that, in the event of acknowledgment of a quantity complaint, The Seller shall be obliged to reduce the sale price or make an appropriate supplementary delivery.
28. The net prices (excluding VAT) indicated in the order shall not be subject to change, unless the Parties additionally agree this in writing. The above shall also apply to the basis for price determination if the parties have not agreed on a price at the time of Agreement conclusion.
29. The prices indicated in the Order include all taxes (with the exception of VAT or any other relevant tax), fees, insurances, all other costs related to the execution of the Order (including delivery costs), costs of packaging, security, costs of necessary documents and other elements necessary for the use of the Goods sold.
30. Unless otherwise agreed by the parties, payments will be made within 60 days of the date of delivery to the Buyer of the original correctly issued invoice/bill. Payments shall be made by bank transfer to the account indicated by The Seller on the invoice. The day on which the Buyer's bank account is debited shall be deemed to be the day of payment. The fixing of a payment term longer than 60 days from the date of delivery of the invoice/account to the Buyer may only take place in relations with Sellers having the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions, and in no case may the term exceed 120 days from the date of delivery of the invoice/account. If a payment period longer than 120 days is agreed, the payment period of 120 days from the date of delivery of the invoice/invoice shall apply.
31. The Seller is obliged to issue the invoice/invoice in the currency indicated in the order. A change of currency may take place with the consent of the Buyer, who shall determine the conditions for the conversion of such currency. When converting a foreign currency into the Polish zloty, the average exchange rate of the National Bank of Poland applicable on the day preceding the date of invoice issuance shall apply.
32. The only form of delivery of the invoice is an e-invoice sent to the address indicated by the Buyer.
33. If the delivery is not performed in accordance with the terms and conditions specified in the order, the Buyer shall have the right to withhold payment, extend the payment deadline until the order subject has been fully and properly performed or deduct the amounts due to him from The Seller for non-performance or improper performance of the order subject and non-removal of defects or faults. The Buyer shall be entitled to make such a deduction before the expiry of the time limit for payment on the basis of a unilateral declaration of will. This shall not exclude or limit the Buyer's right to enforce contractual penalties.
34. The Buyer has the right to withhold payment to The Seller if - with regard to transactions subject to Polish VAT and at the time of payment - The Seller's account is not on the so-called "white list of VAT taxpayers".
35. The Buyer reserves the right to amend or cancel an order if the conduct of its business is suspended, impossible or significantly impeded due to circumstances beyond the control of the Buyer, including those caused by force majeure, which shall be deemed to be events which could not have been foreseen by the Buyer, in particular, such as riots, war, fire, flood, other natural disasters, government restrictions or legal decrees, legislative acts, strikes, epidemics, breakdowns of the Buyer's installations, machinery or equipment and others, as well as if there were delays of carriers or other entities through which the Buyer performs his obligation. In the above situations, the Buyer shall not be liable for non-performance or undue performance of the obligation and any claims of The Seller on this account shall be excluded. The Buyer shall immediately inform The Seller of the aforesaid circumstances.
36. In the event that The Seller has its registered office in the territory of the Republic of Poland, Polish law shall apply to any matters not regulated by the Agreement and these GTCs, and any disputes that may arise in connection with the performance of the Agreement that are not resolved amicably between the parties shall be settled by the common court having jurisdiction over the Buyer's registered office. If The Seller has its registered office outside the territory of the Republic of Poland, Polish law shall apply to any matters not regulated by the Agreement and these GTCs, and any disputes which may arise in connection with the performance of the Agreement and which are not resolved amicably between the parties shall be settled by the Arbitration Court at the Lower Silesian Chamber of Commerce in Wrocław pursuant to the Rules of Procedure before that court. Each party is obliged to voluntarily and

immediately implement the decision of the Court of Arbitration at the Lower Silesian Chamber of Commerce in Wrocław. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 (Journal of Laws of 1997, No. 45 item 286) is excluded.

37. Any and all information and documents relating to the Agreement and its execution shall constitute a trade secret of the Buyer and may not be disclosed to third parties without his written consent or otherwise used by The Seller. This shall also apply to information of which The Seller has become aware on the occasion of and in connection with the conclusion and execution of the Agreement.
38. The Buyer shall be entitled to deduct from the contractual remuneration or from the performance bond any amounts due to him from The Seller for non-performance or undue performance of the subject of the Agreement and failure to remove defects and faults during the warranty period, including contractual penalties. The Buyer shall be entitled to make such a deduction before the expiry of the time limits for payment, based on a unilateral declaration of will.
39. If necessary, The Seller is obliged to provide the Buyer with the information required to determine the excise duty consequences arising from the purchase of certain raw materials (e.g. CN code of the raw materials, status held by The Seller for excise duty purposes, etc.).
40. If the Vendor is a new supplier or if there is a change in the Vendor's bank account, it is necessary to send a certificate from the Vendor's bank that the Vendor has a bank account.
41. In the event that the subject of the order or any part thereof is a dual-use product (pursuant to Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021, as amended) or a product as defined in the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on the Destruction of Their Stockpiles (Journal of Laws of 1999.63.703), The Seller shall immediately inform the Buyer of this fact in writing. The Seller shall also inform the Buyer of the classification of the product sold, which results from the aforementioned regulation or convention.
42. In the event that the purchased raw material is subject to the Act on the monitoring system for the carriage of goods by road (hereinafter also referred to as the "Transport Package"), the fulfilment of the order sent by the Buyer shall be tantamount to a declaration by The Seller that The Seller, as the supplier, is aware of his obligations under the provisions of the Transport Package and undertakes to perform them to the extent that he is bound to do so by the provisions of this Act. The Seller shall not be entitled to transfer his rights and obligations under the Agreement concluded with the Buyer to third parties without the written consent of the Buyer.
43. The Buyer shall be entitled to claim damages in excess of the liquidated damages stipulated anywhere in the order or in these General Terms and Conditions of Purchase for Raw Materials and Packaging.
44. The Buyer's liability is limited to the direct and actual loss in each case and in each case to the net value of the order in question. Buyer accepts no liability for lost profits and indirect damage.
45. The Buyer declares that he has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on the prevention of excessive delays in commercial transactions. The Seller with the status of a large entrepreneur is obliged to inform the Buyer of this fact before concluding the Agreement. In addition, The Seller is obliged to immediately inform the Buyer of the loss of the large trader status. In case of doubt, each Seller is obliged to provide the Buyer with information as to whether they have the status of a micro, small, medium or large entrepreneur.
46. The Seller shall not be entitled to assign his rights and obligations under the order to third parties without the prior written consent of the Buyer.
47. Seller accepts [ADAMA Supplier Code of Conduct](#)
48. These General Terms and Conditions are effective as of 1 June 2025.