

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

Buyer details: ADAMA Manufacturing Poland Spółka Akcyjna
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56-120 Brzeg Dolny
Central office phone number: + 48 667 650 014
NIP identification number: PL 9880173475
Regon identification number 932227535
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Order acceptance, confirmations

1. The Seller is obliged to confirm in writing or by e-mail the Order acceptance of for execution within a maximum of 7 working days from the date of its receipt from the Buyer. Commencement of the Order is treated by the Buyer as the Seller's acceptance of the Order for execution under the conditions specified in the Order and the GTC.
2. If the Seller does not agree with the GTC, then the Seller is obliged to notify the Buyer in writing or by mail immediately before confirming the received order or proceeding with its execution. In this case, the Buyer may withdraw the order, and the Seller is not entitled to any claims against the Buyer.
3. The order may be accepted by the Seller only without reservation. Any terms, conditions, or disclaimers contained by Seller in the order confirmation or elsewhere that modify or supplement the Order and/or the GTC shall be deemed ineffective and shall be deemed unreserved unless Buyer agrees to do so in writing or by email. In the absence of the above consent of the Buyer, the agreement will be considered concluded under the terms and conditions specified in the Order.
4. The Seller is not entitled to make changes to the confirmed Order, unless the changes are made at the request of the Buyer or the Buyer agrees to this in writing or by email, or the change is made at the written request of the Buyer.

Delivery

5. The Seller undertakes to make deliveries within the hours previously agreed with the Buyer.
6. The Seller is obliged to provide the Buyer with information about any planned interruptions in production, including holiday breaks or planned downtime in advance to allow the Buyer to place an order with another supplier without the need to incur additional costs.
7. The Seller is obliged to inform the Buyer of any intention to withdraw the goods from production or sale well in advance, giving the Buyer the opportunity to ensure continuity of supply, including the time needed to fully test and allow the necessary replacements for the withdrawn goods. In the event of the Seller's failure to comply with this obligation, the Buyer has the right to demand compensation for the resulting damage, in particular to charge the Seller with the costs related to production downtime and to demand compensation for damage caused by the lack or delay in the performance of the Buyer's obligations towards its customers, including lost profits.
8. The delivery date specified in the Order is final and binding on the Seller. Late delivery may be made only with the written or e-mail consent of the Buyer. Prior delivery or partial delivery requires the Buyer's prior consent expressed in writing or by e-mail. For the avoidance of any doubts, it is assumed that the emergency unloading of the Goods by the Buyer, dictated by the requirements of safety rules, is not treated as the receipt of the subject of the order.
9. Delivery of raw and packaging materials takes place to the warehouse indicated by the Buyer. The seller is obliged to notify the delivery no later than on the last working day before delivery by 14:00.
10. The Seller is obliged to inform immediately the Buyer of any circumstances that may affect the delay in delivery.

11. If the Seller finds that it is impossible to meet the obligations assumed under the Order in whole or in part, including the failure to meet the delivery deadline, the Seller is obliged to notify immediately the Buyer in writing or by e-mail, along with an indication of the reasons for the inability to meet the obligations/delay and the expected duration of the delay.
12. The INCOTERMS placed on the order always refer to INCOTERMS 2020.
13. The Seller is obliged to attach a set of documents to each delivery, in particular: a) Certificate of Quality (Analysis) of raw material/packaging (CoA);
b) delivery document PD;
c) consignment note – Shipping list (CMR).
14. In the case of import, the Seller is obliged to provide the Buyer with:
 - a) original documents necessary for the application of preferential/reduced duty rates,
 - b) other documents, if required in connection with the import of goods. The seller is obliged to deliver the goods in the quantity consistent with the order. Partial deliveries are not permitted unless they have been so ordered or the Buyer has agreed to them in writing or by email prior to delivery.

Invoices

15. The Seller is obliged to include on the invoice data based on the Order:
 - a) the supplier's SAP number from the Buyer's SAP system;
 - b) order number from the Buyer's SAP system;
 - c) The lack of this data may be the basis for blocking the invoice payment.

Contractual penalties

16. In the event of a delay in the delivery of raw packaging materials, the Buyer will be entitled to:
 - a) charging the Seller with a contractual penalty in the amount of 1% of the gross value of a given order for each commenced day of delay;
 - b) withdraw from the contract in whole or in part and charge the Seller with a contractual penalty in the amount of 30% of the gross value of a given order. In addition, the Seller may be obliged to cover the damage exceeding the value of the reserved contractual penalty, in particular to cover the additional costs of the implementation of a substitute order for raw or packaging materials from a third parties. The contractual penalty and/or the costs of the replacement order will be payable at the Buyer's first written request.

The contractual right of withdrawal may be exercised by the Buyer within 90 days from the contractual date of execution of the order.

17. It is permissible to claim damages exceeding the amount of the reserved contractual penalties.
18. The Buyer may deduct contractual penalties from the payments due to the Seller.

Guarantees, quality of raw and packaging materials

19. The Seller guarantees that the goods sold correspond to the accepted specifications and arrangements contained in the contract/order of the Buyer, are free from any defects that would reduce their value or usefulness due to the purpose resulting from the contract or the purpose of the raw material.
20. The Seller undertakes to deliver the goods with a use-by date of not less than 12 months under pain of refusal to accept the goods by the Buyer.
21. The Seller undertakes to inform the Buyer of any change in the production technology of the raw material and/or packaging, as well as any other changes significant due to the quality and purpose of these goods, specified in a separate document, such as. e.g. quality specification (CoA). None of the above circumstances releases the Seller from the obligation to duly perform the contract, in particular the obligation to deliver the goods appropriate to their purpose and destination.
22. The Seller is obliged to provide up-to-date quality specifications and Safety Data Sheets (MSDS) of the raw materials purchased by the Buyer in the case of the first delivery and each time the Seller makes a change to the extent specified in Title IV; Article 31; Point 9 of Regulation (EC) No 1907/2006 (REACH): 'Suppliers shall update the safety data sheet without delay in the following situations:

- a) as soon as new information becomes available that may affect the risk control measures or new information on hazards,
- b) in the event of authorization or refusal,
- c) in the event of a restriction.

23. The new information, dated and marked as 'Update: (date)', is provided free of charge in paper or electronic form to all recipients of the substance or mixture to whom suppliers have supplied the substance or mixture in the last 12 months. Any updates after registration 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 a contract/order, you declare that all required substances contained in the products purchased by us from you 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, Authorization and Restriction of Chemicals (REACH) and establishing a European Chemicals Agency (OJ L 1907/2006). European Union L396 of 30.12.2006; of the late as amended). If you do not meet the above requirements of the REACH Regulation, please inform us immediately in writing.

24. The buyer conducts in-house analyses of the quality of the raw materials received, in terms of its compliance with the order and the agreed quality specification.

25. The Seller undertakes to inform about any changes that are not included in the declaration of conformity and/or documents confirming the specification of packaging required under the EU Regulation 2025/40 - PPWR (Packaging and Packaging Waste Regulation) under pain of refusal to accept the goods/new batch of goods by the Buyer.

26. The Buyer has the right to deduct from the contractual remuneration or from the security for the due performance of the contract all receivables due to the Seller for non-performance or improper performance of the subject of the Agreement and failure to remove defects and defects during the warranty period, including contractual penalties.

Complaints

27. If the result of the analysis of raw materials and packaging carried out by the Buyer shows non-compliance of the characteristics of the goods with the Order or the agreed quality specification, the Buyer shall submit a complaint to the Seller immediately after the defect is discovered.

28. The Seller is obliged to respond to the content of the complaint within 14 working days of its receipt. Failure to respond will be tantamount to acceptance of the complaint.

29. If the parties do not agree on the legitimacy 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 are borne by the Buyer only in a situation where the complaint is unfounded.

30. In the case of a deviation from the agreed quality parameters, the Buyer may, at his choice, without setting an additional deadline, withdraw from the contract or demand the replacement of the goods with a defect-free one or demand a reduction in the purchase price. The contractual right of withdrawal may be exercised by the Buyer within 90 days from the discovery of the defect.

31. The provisions of the points 22-26 shall apply accordingly in the event that the Buyer finds quantity deficiencies in the received Goods, with the proviso that in the event of recognition of the submitted quantitative complaint, the Seller will be obliged to reduce the sale price accordingly or to provide an appropriate supplementary supply.

Pricing

32. The net prices (excluding VAT) indicated in the order are not subject to change, unless the Parties agree to do so additionally in writing or by e-mail.

33. The prices indicated in the Order include all taxes (except VAT or other applicable tax), fees, insurances, any other costs related to the execution of the Order (including delivery costs), packaging costs, security, costs of necessary documents and other elements necessary for the use of the Goods sold.

34. Unless otherwise agreed by the parties, payments will be made within 60 days from the date of delivery to the Buyer of the original correctly issued invoice/bill. Payments will be made by bank transfer to the account indicated by the Seller on the invoice. The day of payment is considered to be the day on which the Buyer's bank account is debited.

35. The Seller is obliged to issue an invoice/bill in the currency indicated in the order. The change of currency may take place after the consent of the Buyer, who will determine the conditions for the conversion of this currency. When converting foreign currency into Polish zloty, the average exchange rate of the National Bank of Poland valid on the day preceding the date of issuing the invoice applies.

36. The only form of delivery of an invoice by domestic suppliers is to place it in the KSeF.

Any attachments should be sent to amp.invoices@adama.com. Invoices from foreign suppliers must be sent to the e-mail address amp.invoices@adama.com

37. The Buyer has the right to withhold payments to the Seller if - in relation 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". **Force**

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38. The Buyer reserves the right to change or cancel the order if the Buyer's business has been suspended, is impossible or significantly hindered due to circumstances beyond the Buyer's control, including those caused by force majeure, which are considered to be events that could not have been foreseen by the Buyer, in particular such as riots, war, fire, flood, other natural disasters, restrictions or legal regulations of the government, legislative acts, strikes, epidemics, failures of the Buyer's installations, machinery or equipment and others, as well as if there have been delays by carriers or other entities through which the Buyer performs its obligation. In the above situations, the Buyer is not responsible for non-performance or improper performance of the obligation, and all claims of the Seller in this respect are excluded. The Buyer shall immediately inform the Seller of the circumstances indicated above.

Litigation

39. In the event that the Seller has its registered office in the territory of the Republic of Poland, Polish law shall apply in matters not regulated by the contract and these GTC, and any disputes that may arise in connection with the performance of the agreement, and which are not resolved between the parties amicably, shall be resolved by the common court competent for the Buyer's registered office. In the event that the Seller has its registered office outside the territory of the Republic of Poland, Polish law shall apply in matters not regulated by the contract and these GTC, and any disputes that may arise in connection with the performance of the agreement, and which will not be resolved amicably between the parties, will be resolved by the Court of Arbitration at the Lower Silesian Chamber of Commerce in Wrocław in accordance with the rules of procedure before this court. Each of the parties 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, dated 11.04.1980, is excluded. (Journal of Laws of 1997, No. 45 item 286)

Confidentiality

40. All information and documents concerning the agreement and its performance are 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 also applies to information that the Seller learned about on the occasion and in connection with the conclusion and performance of the agreement.

Final provisions

41. If necessary, the Seller is obliged to provide the Buyer with the information required to determine the effects of excise duty arising in connection with the acquisition of certain raw materials (e.g. CN code of raw materials, status held by the Seller for excise duty purposes, etc.).

42. In the event that the Seller is a new supplier or when the Seller's bank account is changed, it is necessary to send a certificate from the Seller's bank that the bank has a bank account.

43. 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 specified in the Convention on the Prohibition of the Research, Production,

44. Stockpiling and Use of

Chemical Weapons and on the Destruction of Their Stockpiles (Journal of Laws 1999.63.703), the Seller shall immediately inform the Buyer of this fact in writing. The Seller shall also inform the Buyer about the classification of the product being sold, which results from the above-mentioned regulation or convention.

44. In the event that the purchased raw material is subject to the Act on the Road Transport Monitoring System (hereinafter also referred to as the "Transport Package"), the execution of the order sent by the Buyer is tantamount to a statement by the Seller that the Seller, as a supplier, is aware of the obligations incumbent on it under the provisions of the Transport Package and undertakes to perform them to the extent that it is obliged to do so by the provisions of this Act.

45. The Buyer's liability is limited in each case to the direct and actual loss and each time to the amount of the net value of a given order, excluding lost profits and indirect damages.

46. The buyer declares that it has the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.

47. 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 about the loss of the status of a large entrepreneur. In case of doubt, each Seller is obliged to provide the Buyer with information on the status of a micro-small-medium-sized or large entrepreneur.

48. These General Terms and Conditions are valid from July 27, 2026.