

GENERAL TERMS AND CONDITIONS OF SALE FOR ENTREPRENEURS

I. General Provisions

1. These General Terms and Conditions of Sale (hereinafter: “GTCS”) set out the rules for concluding contracts for the sale of goods and services by “ASTRA” Spółka z ograniczoną odpowiedzialnością, with its registered office in Warsaw, address: ul. Gen. J. Zajączka nr 9A lok.43, 01-518 Warszawa, share capital of PLN 150,000.00, entered in the Register of Entrepreneurs of the National Court Register under KRS No. 0000172404 (hereinafter referred to as: “Astra”) with entrepreneurs (hereinafter referred to as: “Customer”).
2. These General Terms and Conditions of Sale form an integral part of all sales contracts concluded by Astra unless the parties to the contract have agreed otherwise. Any deviation from the application of these General Terms and Conditions of Sale requires written confirmation of such deviation by the Seller, failing which it shall be null and void. Failure by Astra to acknowledge terms and conditions differing from these GCS means that such differing terms and conditions are not binding on Astra even if Astra has not expressly objected to the content of those terms and conditions.
3. The Seller publishes the GTCS on the website www.astrapoland.eu, thereby making them available to the Customer prior to the conclusion of the contract.
4. Placing an order by the Customer means that the Customer has accepted the content of the GTCS. If the provisions of the GTCS conflict with the content of the offer, order confirmation or contract, then the content of the offer, order confirmation or contract, as applicable, shall prevail.

II. Conclusion of the sales contract

1. The procedure for concluding the sales contract begins when the Customer sends a request for quotation specifying at least: the type and quantity of the product. Upon receipt of the enquiry, Astra sends the Customer an offer containing at least: the price, the start and end dates for order completion, delivery costs, and the payment deadline. The offer’s validity period is specified in the offer; after this period, Astra may refuse to complete the order on the terms set out therein.
2. On the basis of the quotation submitted by Astra, as referred to in paragraph 1 above, the Customer places an order. Orders may be placed electronically or by telephone. In the case of orders placed by telephone, Astra may require the Customer to confirm the order details electronically.
3. The contract is deemed to have been concluded upon Astra’s transmission of the order confirmation to the Customer. Astra’s confirmation of the order means that Astra has received the order and accepted it for completion. Order confirmation is provided electronically.

III. Payments

1. For new Customers, Astra requires prepayment for the first two sales transactions.
2. The VAT invoice issued to the Customer for the sale is payable to the bank account specified therein within 14 days of the date of issue or the date on which the structured invoice number is assigned in the KSEF system.
3. Astra allows for the arrangement of individual terms of cooperation with regular Customers.

4. The date of payment is the date on which the funds are credited to Astra's bank account.
5. In the event of a delay in payment, Astra Sp z o.o. is entitled to charge statutory interest for late payment in commercial transactions. The reference date is the date of issue of the invoice or the date on which the structured invoice number was assigned in the KSEF system.

IV. Delivery

1. Delivery of products to the Customer is subject to a charge.
2. The method, date and cost of delivery are agreed with the Customer on a case-by-case basis prior to the conclusion of the sales contract.
3. Delivery methods available:
 - 1) courier delivery – pallet shipment.
 - 2) collection in person available at: Al. Prymasa Tysiąclecia 62, following notification of the vehicle and driver.
4. The delivery time for the product to the Customer is up to 3 working days from the date of conclusion of the sales contract.
5. The delivery time shall be extended by the duration of any hindrance arising from circumstances beyond Astra's control, for which Astra shall not be liable, i.e. late delivery of products by Astra's suppliers, force majeure events, transport damage, road blockages, shortages of materials or raw materials, etc. Astra shall notify the Customer of the occurrence of such an obstacle, specifying a new delivery date.
6. Astra may deliver the goods in instalments. Astra shall determine the quantity, type and date of delivery.
7. The Seller is entitled to withhold delivery or release of the product in the event of a delay in payment on the part of the Customer.
8. The Customer is obliged to collect the ordered goods within the specified time.
9. If the Customer fails to collect the consignment or delivery proves impossible for other reasons attributable to the Customer, the Customer shall be obliged to cover the costs of return delivery and storage, and shall also be obliged to pay a contractual penalty of 5% of the value of the uncollected or undelivered products for each day that Astra is required to store the uncollected or undelivered products. Payment of the contractual penalty does not preclude the possibility of claiming supplementary damages. A further attempt to deliver the product shall take place after the Customer has settled the costs and contractual penalties referred to in the preceding sentence, as well as the costs of redelivery.
10. The risk of accidental loss or damage to the goods passes to the Customer upon delivery to the Customer. Delivery of the goods shall also be deemed to have taken place at the moment the Customer is informed that the goods are ready for collection – in the case of personal collection of the goods by the Customer and in the case of Astra entrusting the goods to the Customer's carrier.

V. Complaints

1. In accordance with Article 558 § 1 of the Civil Code, Astra's liability under the warranty is excluded.
2. Upon delivery or receipt of the product, the Customer is obliged to inspect and check the delivered product without delay (within 48 hours of receipt, with regard to the certificates of analysis or attestations provided, transport compliance, sanitary conditions and the integrity

of the bulk packaging of the raw material, on the basis of the complete and unambiguous documentation provided).

3. The Customer is obliged to handle all complaints and other claims of any kind addressed to Astra in accordance with the following rules, failing which they shall be forfeited, in particular if the specified deadlines are not met or the required documents and information are not provided.

4. Complaints and claims regarding quantity, damage or loss of products during transport must be reported to Astra within 48 hours of the date of delivery or personal collection;

5. Other complaints and claims must be reported to the Seller within 48 hours of the cause of the complaint arising or being detected, but in any event no later than 14 days from the date of delivery or collection of the product;

6. Complaints submitted to the Seller must be made in writing or via email.

7. The basis for the Seller's consideration of a complaint regarding damage to or loss of the product during transport is a formal record of the condition of the consignment drawn up by the Customer with the carrier, in accordance with the provisions of transport law – failure to draw up such a record prevents the submission of a complaint on this basis.

8. The complaint must contain all of the following elements, failing which the right to lodge it will be forfeited:

1) information and circumstances relating to the subject of the complaint, in particular:

a) the nature and date of occurrence of the defect or other irregularity;

b) information regarding the technological process used by the Customer – in the case of a quality complaint or any other complaint for which this is relevant to the assessment;

c) information regarding the storage process used by the Customer and data from the monitoring of parameters during the storage period – in the case of a quality complaint or any other complaint for which this is relevant to the assessment;

d) information regarding the maintenance of process parameters, including temperatures, pressure and the rotational speed of emulsifying components in the Customer's machinery (during both storage and dosing) – in the event of a quality complaint or any other complaint where this is relevant to the resolution;

e) information regarding the correct use of the products in the production process (e.g. the required process sequence) – in the event of a quality complaint or any other complaint where this is relevant to the resolution;

f) information regarding the required quality of the basic raw materials used in conjunction with our products – in the event of a quality complaint or any other complaint where this is relevant to the resolution;

g) information regarding the maintenance of the required quality of other additives used in production apart from our products (e.g. salt, sugar, spices, flavourings, etc.), including compliance with the specified storage conditions for our products – in the event of a quality complaint or other complaint where this is relevant to the resolution;

h) the collection and presentation of appropriate reference samples of our product, specifying the exact production batch (LOT) – in the case of a quality complaint or any other complaint where this is relevant to the resolution;

i) providing the defective finished product, specifying the exact production batch (date of manufacture, batch number) – in the case of a quality complaint or other complaint where this is relevant to the resolution;

j) providing a detailed description of the production process used – in the case of a quality complaint or any other complaint where this is relevant to the investigation;

- k) collecting and submitting reference samples of raw materials and other additives used in the disputed production, specifying their batch numbers and production dates – in the case of a quality complaint or other complaint where this is relevant to the investigation;
- l) submission of production documents relating to the disputed production batch – in the case of a quality complaint or any other complaint where this is relevant to the resolution;
- m) submission of laboratory test results for the disputed batches of purchased goods demonstrating deviations from the standards applicable to that product – in the case of a quality complaint or any other complaint where this is relevant to the resolution;
- 2) photographs illustrating the product defect;
- 3) a damage report – in the case of damage or loss during transport by the carrier;
- 4) the Customer's expectations or claims regarding the manner in which the complaint is to be handled; and
- 5) the contact details of the person lodging the complaint.

9. If Astra needs to inspect the product in order to consider the complaint, the Customer is obliged to deliver the product at their own expense to the address specified by Astra.

10. Astra shall be entitled to request the Customer to provide information, documents or to carry out tests and provide their results where Astra considers this to be relevant to the handling of the complaint and the Customer has not previously provided them.

11. The Customer is obliged to allow Astra to carry out a technical inspection during the production process in order to eliminate any potential technical errors or other process-related risks.

12. Astra shall respond to the complaint within 30 days of receipt. The Seller may suspend the consideration of the complaint until (1) the required information and documents have been received; or (2) the product has been received from the Customer or the Customer has allowed the Seller to carry out a technical inspection; and in the case of complaints based on damage to or loss of the product during transport – (3) also until the carrier has issued a final decision on the complaint.

13. Should Astra accept the Customer's complaint as valid, Astra shall decide on the method of resolution – in particular, whether to replace the defective product or to reduce or refund its price. Astra undertakes to handle complaints fairly, honestly and with due regard for the Customer's legitimate interests.

14. Failure to inspect the product and to lodge a complaint or other claim with Astra within the time limits, to the extent and in the form specified in the General Terms and Conditions of Sale shall result in the loss of the right to make a complaint, as well as the loss of the Customer's ability to subsequently rely on such defects or irregularities when pursuing any claims against Astra.

15. The Customer accepts potential deviations (permissible in standard commercial practice) of +/- 10% in relation to the order volume. The Customer also accepts a corresponding, proportional increase or decrease in the invoice amount.

16. Astra shall be liable to the Customer, regardless of the legal basis, up to the amount of the price paid under the relevant sales contract covered by the Customer's claim, provided that, where the claim relates solely to a specific product or products, the extent of liability shall be limited solely to the amount of the price paid for that product or those products. Astra shall be liable to the Customer only for typical and actually incurred damages foreseeable at the time of conclusion of the contract, caused by wilful misconduct or gross negligence, excluding loss of profit. Astra shall not be liable for indirect damages resulting from any defects

in the products; in particular, Astra shall not be liable for damages arising from the necessity to recall, destroy or dispose of the Customer's products or goods.

VI. Confidentiality

1. The Customer undertakes to keep confidential and not to disclose, publish, transmit or otherwise make available to third parties any information obtained in connection with the performance of the cooperation with the Seller, in particular regarding applicable discounts, technologies, formulas, production procedures and parameters, turnover, the course of negotiations, the Seller's commercial policy, as well as information and data constituting the Seller's trade secrets within the meaning of the Unfair Competition Combating Act and other legally protected information, which the Customer has obtained during or in connection with the performance of the cooperation with the Seller, regardless of the manner and form in which they are recorded or transmitted, in particular in written form, photocopies, faxes and electronic records, provided that such information is not in the public domain or the obligation to disclose it does not arise from applicable regulations, court rulings or decisions of the relevant authorities.
2. The obligation of confidentiality shall remain in force indefinitely.

VII. Final provisions

1. These General Terms and Conditions of Sale exclude the Customer's own general terms and conditions of sale or any other similar provisions in relation to contracts concluded with the Seller.
2. Any disputes arising in connection with the performance of the sales contract shall be settled by the ordinary court having jurisdiction over the Seller's registered office.
3. The Customer may not, without the Seller's prior written consent, assign to a third party any claims to which they are entitled under the sales contract.
4. The Customer is not entitled to set off any claims they have against the Seller against any amount owed to the Seller on any account.
5. In matters not covered herein, the provisions of the Civil Code and other generally applicable provisions of Polish law shall apply *mutatis mutandis*.
6. The United Nations Convention on Contracts for the International Sale of Goods (CISG), the so-called Vienna Convention, shall not apply to these GTCS or the sales contract; its application is hereby expressly excluded.
7. Whenever the GTCS refer to working days, this shall be understood to mean days from Monday to Friday, excluding public holidays as defined in Article § 1 of the Public Holiday Act of 18 January 1951.