

**The General Terms and Conditions of Sales Contracts of Badył Partner Dawiec, Miśkowiec Spółka Jawna,  
KRS number: 0000516233, REGON: 123163592, NIP: 7372204197 with the seat at ul. Półlanki nr 33 A in Krakow**

**Definitions:**

**“Badył Partner”** - Badył Partner Dawiec, Miśkowiec spółka jawna with the seat in Krakow, ul. Półlanki nr 33 in Krakow, 30-740 Kraków, entered into the Register of Entrepreneurs of the National Court Register, conducted by the District Court for Kraków-Śródmieście in Krakow, the 11th Economic Division of the National Court Register, under the KRS number 0000516233, with NIP 7372204197, REGON 123163592;

**“Badył Partner Trademarks”** - mean the “Badył Partner” name, the Badył Partner logo in the form of the yellow ellipse with the graphics of vegetables and the words Badył Partner firstly vegetables and all trademarks, trade names, characteristic colour patterns or other commercial details or intellectual property elements of Badył Partner or any entity associated with Badył Partner;

**“Contractor”** - an entity that is an entrepreneur in the meaning of art. 43<sup>1</sup> of the Civil Code, which concludes sales contracts with Badył Partner as the Buyer;

**“Goods”** - all fruit and vegetables offered by Badył Partner;

**“Contract”** - means each agreement (whatever form of its conclusion) concluded by Badył Partner with Contractors, in particular, a wholesale contract for fruit and vegetables;

**“GTC”** - mean these General Terms and Conditions of Sales Contracts of Badył Partner Dawiec, Miśkowiec spółka jawna with the seat in Krakow

**1. Subject and scope of validity**

1.1. The General Terms and Conditions of Sales Contracts (hereinafter referred to as: GTC) specify the rules, on which Badył Partner Dawiec, Miśkowiec spółka jawna with the seat in Krakow (hereinafter referred to as: Badył Partner) provide wholesale of vegetables and fruit.

1.2. GTC constitute the integral part of the Badył Partner offer.

1.3. GTC apply to all sales contracts concluded by Badył Partner with Contractors, which constitute their integral part. Contracts, the contents of which differ from GTC are effective only, if they are expressly approved by Badył Partner. The text of the contract concluded prevails over GTC. GTC take precedence in the event of inconsistency of the conditions provided in the price offer or other correspondence, unless amendments or exclusions of these conditions are expressly reserved by Badył Partner.

1.4. No other standard agreements apply as regards contracts concluded by Badył Partner with Contractors in particular, other contract conditions, contract templates and rules used by the Contractor, unless Badył Partner has expressed a written consent to use them.

1.5. All arrangements, in particular, oral or telephone or additional contractual agreements are legally binding only, if they are approved in writing

by Badył partner.

1.6. GTC are valid for all entities that are entrepreneurs according to art. 43<sup>1</sup> of the Civil Code. These GTC are also valid at the time of sale for individuals, for whom adequate consumer regulations apply in the scope not regulated by these provisions. 1.7. The applicable GTC are available on the website of Badył Partner: <https://badyłpartner.pl/>. 1.8. GTC are considered as delivered to the Contractor, if there is any reference to these GTC on an offer, a contract, an order confirmation correspondence between parties or an invoice with indication of the website of Badył Partner, on which the whole text of GTC is available.

1.9. Acceptance of the offer presented by Badył Partner or making an order to Badył Partner shall be equivalent with approval of these GTC.

**2. Personal data protection and company secret**

2.1. Badył Partner and the Contractor undertake to treat information on activity of the other party obtained during negotiations and contract execution as confidential, in particular, the information, which constitutes company secret, unless this information is not confidential or legal provisions require its disclosure or its disclosure is necessary to execute rights and obligations of the Party resulting from the contract.

2.2. Badył Partner and the Contractor undertake to process and protect personal data provided in compliance with the binding provisions.

2.3. The controller of personal data of persons authorised to conclude a contract and other provided

(disclosed} data is Badył Partner Dawiec, Miśkowiec  
spółka jawna with the seat in Krakow. Complete

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information on data processing, rights and contact data of the personal data inspector are provided under the following address: <https://badyłpartner.pl/>(“GDPR information clause”).

### **3. The offer of Badył Partner**

3.1. No information provided in catalogues, folders, leaflets and advertisements of Badył Partner constitutes any offer in the meaning of the Civil Code. Information, which refers to dimensions, weight or other parameters, as well as illustrations, descriptions, and drawings, provided or attached to commercial materials of Badył Partner are only for information purposes, unless is has been expressly indicated otherwise. Differences between product visualisation in catalogues, folders, leaflets, and advertisements of Badył Partner and their actual appearance cannot constitute the grounds for any complaint and return of the Goods purchased.

3.2. A written statement of Badył Partner with commercial information is a binding offer in the meaning of the Civil Code only, if it has a date and an offer number and there are no doubts that it is a valid offer.

3.3. If Badył Partner has made a written offer or offers for the Contractor, then the Contractor is obliged to indicate the offer no., to which the order refers, while placing the order.

3.4. The sales contract is concluded at the time of confirmation of order acceptance by Badył Partner, unless it has been reserved otherwise. Confirmation of order acceptance may be made in the written form or by e-mail, while indicating the offer number or

confirmation of important order conditions.

3.5. Badył Partner has the right to refuse to accept an order for legitimate reasons, about which the Contractor is informed.

### **4. Lead time and delivery conditions**

4.1. Deadline for order completion and delivery of Goods is specified separately depending on subject of the contract and indicated in the offer or confirmation of order acceptance.

4.2. The order completion date is counted from the latest of the following dates:

- date of receiving an advance payment on the bank account of Badył Partner or
- date of a written order confirmation made by Badył Partner or
- day of concluding a contract or signing an order according to adequate Contractor's representation.

4.3. If there are any circumstances, which may cause a delay in delivery, Badył Partner shall immediately notify the Contractor about it and provide a new delivery date of the Goods.

4.4. Occurrence of fortuitous events specified in point 8 (Force Majeure) authorizes Badył Partner to extend delivery time provided in the order. The Contractor has no right to withdraw from the contract, if delivery time has been extended due to Force Majeure. Any change of a delivery date caused by the circumstances described in this point of GTC does not require to sign an annex to the contract to be effective. 4.5. If the parties agree that the Goods shall be collected by the Contractor in the seat of Badył

Partner, then the delivery takes place in the seat of Badył Partner. 4.6. The Contractor is obliged to collect the Goods ordered and delivered for it, as well as unload the Goods delivered immediately after their delivery to the place indicated in the order placed by the Contractor, not later than within 30 minutes from the time, when a driver of Badył Partner or a carrier's driver reported a delivery to the Contractor. The Contractor is obliged to confirm collection of the Goods on the transport document (bill of lading) or other adequate document presented by a driver of Badył Partner or a carrier's driver. Collection of Goods in the place of delivery indicated by the Contractor may be confirmed by a signature of each Contractor's employee. In case of failure to collect the Goods or refusal to receive the Goods in the place and time specified in the contract or the order confirmed, the Contractor is obliged to pay the whole price and cover the costs incurred due to a delay in collection of the Goods. 4.7. If the Contractor delays unloading or collection for reasons beyond control of Badył Partner or a carrier delivering the Goods, Badył Partner may request compensation for each started hour of delay. Badył Partner shall charge the Contractor with all additional costs calculated by the carrier due to its demurrage. 4.8 The Contractor is obliged to inspect the Goods immediately after their unloading, in particular, to determine, if they have any physical defects, which may be detected at the time of their collection.

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4.9. Badył Partner reserves the right to complete the order by batches on the rules specified in these GTC and to issue partial invoices. The Contractor has no right to refuse collection of partial deliveries and to refuse payment for partial invoices issued by Badył Partner.

4.10. Exceeding delivery period no longer than 4 weeks may not cause any withdrawal from the sales contract. The Buyer has no right to claim compensation due to exceeding the delivery period in this scope.

#### **5. Payment terms, price lists and invoices**

5.1. Before concluding the contract or starting to complete the order Badył Partner reserves the right to request: the whole payment in advance (before any delivery of the Goods), advance payment to be made by the Contractor towards the contract concluded.

5.2. Badył Partner reserves the right to request additional security for execution of the contract by the Contractor by requesting partial or whole payment in advance or establishing other security, if Contractor's financial situation raises any doubts, in particular, if Badył Partner gets information that Contractor's financial liquidity is unstable, Contractor's restructuring, bankruptcy or liquidation proceedings have been opened or the Contractor is at risk of insolvency or is in arrears with payments from other titles toward Badył Partner. 5.3. Badył Partner may postpone the start of order completion until the time of fulfilling additional conditions by the Contractor: signing an order or a contract according to the rules of Contractor's representation;

making an advance payment or providing security requested by Badył Partner according to the rules indicated in points 5.1. and 5.2. above.

5.4. The advance payment made by the Contractor is non-refundable, unless the contract may not be executed due to reasons attributable to Badył Partner.

5.5. Badył Partner reserves the right to apply discounts and rebates and other rewards for Contractors related to:

- length of cooperation period with a given Contractor;
- payment of fees on time, which result from contracts binding Contractors with Badył Partner;
- amount of turnover with Badył Partner;
- other circumstances specified by Badył Partner within the framework of promotional activities.

5.6. Filing a complaint does not authorise the Contractor to stop payments for Badył Partner at the agreed time.

5.7. Prices are provided in PLN or EURO, in net amounts, without VAT, unless it has been expressly provided otherwise. The Contractor is obliged to pay the price (remuneration) in the amount increased by VAT, according to the binding provisions.

5.8. Any prices (remuneration) is paid by transfer to the bank account of Badył Partner provided in the VAT invoice.

5.9. The payment date is specified by any order confirmation, an invoice or a contract. In the absence of contractual arrangements, the payment time is 7 days from the date of issuing the invoice by Badył Partner.

5.10. In case of any delays of payments Badył

Partner has the right to calculate interest for delay in commercial transactions in compliance with the binding provisions.

5.11. The Contractor through conclusion of the contract (placing an order) with Badył Partner and accepting these GTC authorizes Badył Partner to issue VAT invoices without the Contractor's signature and deliver them in electronic form.

#### **6. Non-performance of the contract and the right of withdrawal**

6.1. If the Contractor delays payments resulting from any order Badył Partner has the right to stop order completion until the time when all overdue payments have been made by the Contractor.

6.2. Badył Partner has the right to withdraw from the contract or withhold performance until the time the Contractor has offered consideration or security, if satisfaction of performance is doubtful due to its financial situation, in particular, but not only, any risk of insolvency or if any Contractor's liquidation or restructuring proceedings have been opened, any enforcements proceedings have been initiated towards the Contractor or the Contractor is in arrears with any payments to Badył Partner from other titles.

6.3. If any payment is or days overdue, Badył Partner has the right to withdraw from the contract due to the Contractor's fault after indicating the additional time limit of 7 days to pay overdues with the risk that after ineffective lapse of the indicated time limit, it shall be authorised to withdraw from the contract. The adequate request for payment is considered as delivered, if an email has been sent, if Badył Partner has any evidence of sending a message.

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6.4. The Contractor has no right to withdraw from the contract concluded due to reasons not attributable to Badyl Partner, unless it has been stated otherwise in the contract or a written order confirmation or Badyl Partner shall express a written consent for contract withdrawal after payment of compensation for contract termination agreed with the Contractor.

6.5. If Badyl Partner withdraws from the contract due to reasons attributable to the Contractor, then the Contractor is obliged to cover all damages related to it, which have occurred on the side of Badyl Partner.

#### **7. Complaints and warranty**

7.1. The basis for making a complaint of any food product is to notify Badyl Partner immediately about incompliance of the goods with the contract, however, not later than within 3 days from the day of goods' purchase.

7.2. A complaint may be made in a written or electronic form to the address provided on the invoice.

7.3. Badyl Partner shall immediately respond to the complaint, not later than within 14 days and if it is not made until this deadline, it has considered Contractor's request as justified.

7.2. Badyl Partner's liability under warrant for defects of Goods shall be excluded in the scope of the possibility to withdraw from the contract by the Contractor and the request to remove defects of goods.

#### **8. Force Majeure**

8.1. The parties bear no liability towards each other for any damage, loss, penalty or other liabilities, which may result as direct consequence of the fact that a given Party could not perform its obligations or has performed them with a delay, which resulted from the contract due to Force Majeure.

8.2. In the meaning of these GTC "Force Majeure" means, in particular, was, terrorist activities, riots, coup d'état, civil strife, earthquake, fire, explosions, flood, confiscation, strike, significant failure and other activities or wilful failure to act by the authorities of the Republic of Poland and authorities of other countries, including governmental and local governmental administration, which shall prevent execution of Party's obligations.

#### **9. The trademarks of Badyl Partner**

9.1. Trademarks of Badyl Partner are protected by law.

9.2. The Contractor has the right to use Badyl Partner Trademarks only in the form approved in writing by Badyl Partner, while taking into account care for good name and reputation of Badyl Partner and Badyl Partner Trademarks.

#### **10. Other and final provisions**

10.1. Transfer of any Contractor's rights to a third party (assignment of contractual liabilities) towards Badyl Partner, which result from the contracts, to which these GTC apply, requires each time a written consent of Badyl partner expressed in writing under pain of nullity.

10.2. All disputes resulting from execution of the sales contract provisions or these GTC shall be resolved by the common court of proper venue for the seat of Badyl Partner. Disputes shall be resolved in compliance with the Polish (material and procedural) law.

10.3. Obligation to pay contractual penalties provided in contracts concluded by Badyl Partner, reserved for Badyl Partner, does not result in loss of the right to claim compensation by Badyl Partner, which exceeds the level of reserved contractual penalties. Contractual penalties reserved in the contract may be claimed after expiry or termination of the contract, in which they have been established.

10.4. Liability of Badyl Partner towards the Contractor due to non-execution or undue execution of the contract is limited up to actual damage and does not include liability lost profits, indirect and consequential losses.

10.5. All notifications and other information, which are required or allowed by the contract or these GTC should be delivered to adequate party to its own hands or by a registered letter, courier mail to the addresses provided in an offer and an order respectively.

10.6. If any provision of these GTC is or turns out to be partially ineffective or invalid, it has no effect on validity and effectiveness of the other provisions.