

## **General Terms and Conditions of Sale and Delivery by BASF Polska Sp. z o.o.– Agricultural Solutions**

### **1. Execution of an agreement**

- 1.1. The terms and conditions of sale and delivery of goods by BASF Polska Sp. z o.o. (hereinafter referred to as "BASF Polska") shall be defined in a relevant agreement. The following provisions govern the general terms and conditions of sale and delivery, where they are not otherwise agreed by the parties. These general terms and conditions of sale and delivery by BASF Polska exclude the application of any General Terms and Conditions of Purchase of the Buyer.
- 1.2. A sale agreement shall become effective upon the confirmation of the order acceptance or its execution. Any additional contractual arrangements must be confirmed by us in writing, or else null and void.
- 1.3. BASF Polska has the status of a large enterprise within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions
- 1.4. For the avoidance of any doubt, the Buyer concludes an agreement with BASF Polska for the purposes of and in direct connection with the subject of the Buyer's professional or economic activity, and the agreement is of a professional nature for the Buyer. The Buyer is neither a consumer nor a consumer entrepreneur as defined by the provisions of the Polish Civil Code (in particular Art. 385<sup>5</sup> of the Civil Code).

### **2. Delivery**

- 2.1. Deliveries shall be made as quickly as possible, within the deadlines agreed by the Parties.
- 2.2. Any clauses used in trading activities shall be construed in accordance with INCOTERMS applying at the date of concluding an agreement or order acceptance.

### **3. Consultancy on the techniques of application**

- 3.1. At the Buyer's request, we shall provide advice on the techniques of application of the sold goods. Any data and information on the suitability and application of the goods that we provide does not relieve the Buyer from its duty to carry out its own tests and trials.
- 3.2. The Buyer is responsible for compliance with the relevant laws and decisions governing the storage and resale of our goods.

### **4. Terms of payment**

- 4.1. The due date and the bank account of BASF Polska for payment of receivables for the sold goods shall be each time specified on the invoice.
- 4.2. Any payment shall be deemed to have been made on the date on which it is credited to our account.
- 4.3. In the case of multiple liabilities, each payment made by the Buyer shall be allocated first towards the earliest liability and relevant interest, and next towards any current liabilities.
- 4.4. The netting of any mutual claims by the Buyer shall be allowed only for undisputed claims or claims confirmed by a final court judgement, and only if the Buyer obtains our approval.

4.5. In the event of any late payment, we reserve the right to charge statutory interest for late payment in commercial transactions and the right to terminate the contract immediately.

4.6. In the event of doubt as to the Buyer's ability to meet its liabilities, in particular in the event of any delays in payments, we may refuse further deliveries, demand an advance payment or secure our receivables in the form indicated by us.

### **5. Passing of risk**

5.1. Unless otherwise agreed under separate contractual arrangements, the risk of the obligation to make a payment of the full purchase price despite the loss of the goods or deterioration of their properties shall pass to the Buyer upon release of the goods from our warehouse to the Buyer or to the transport company contracted by the Buyer.

5.2. If any damage is discovered, the Buyer shall promptly report it to us, if we are responsible for the transport, or to the transport company contracted by the Buyer.

5.3. If the transport of the collected goods is provided by the Buyer, the Buyer shall be responsible for insurance of the goods.

5.4. If the transport of the delivered goods is provided by us, we shall determine its route and the manner of delivery.

### **6. Retention of title to goods sold**

6.1. Ownership of our goods shall pass to the Buyer upon payment of the full purchase price of the delivered goods.

6.2. The retention of title shall also apply to any products made as a result of processing of our goods. If our goods are processed, combined or mixed with other materials, we shall acquire joint ownership of the resulting products, where interest shall be equal to the proportion of the value of our goods to the value of the remaining goods.

6.3. All receivables due and payable under any resale by the Buyer of goods with retention of title shall pass to BASF Polska. If our goods are resold after they have been processed with other materials, the assignment of receivables referred to above shall be limited to the purchase price of the goods delivered to the Buyer. In the case of any resale, the Buyer shall notify the purchasers of the assignment.

6.4. In the event of any late payment, we shall be entitled to rescind the agreement: collect the goods which are our property, and move them or demand that they be moved to any location of our choice. The Buyer shall release the goods to us and meet our request.

6.5. At our request, the Buyer shall provide us with any and all information on the condition of goods which are our property.

### **7. Complaints**

- 7.1. The Buyer shall inspect each delivery of goods. Complaints related to any defects in the goods, errors in deliveries or incorrect quantities, if they can be determined by typical inspection, shall be lodged in writing immediately upon collection of the goods, and in

the case of hidden defects, immediately after their discovery. Failure to lodge a complaint within the time limits referred to above shall mean that the goods have been accepted as stated in the invoice. Lodging a complaint shall not release the Buyer from the obligation to pay the price for the delivered goods. If during unloading the Buyer discovers insufficient quantity of the goods or any damage to the delivered goods, the Buyer is obliged to make a respective reservation in the waybill (on the copies of the carrier and the recipient) and to draw up a report containing a detailed description of the damage and the signature of the carrier's representative and photographic documentation in order to secure the right of recourse of BASF Polska against the carrier related to the transport malperformance. If the Buyer fails to prepare such documentation or does not exercise due diligence in preparation thereof, it may be the basis for rejection of the relevant complaint by BASF Polska.

7.2. In the case of accepted complaints, we shall deliver any missing quantities or replace the goods. If it is not possible to replace the goods or if a replacement delivery is defective, we shall collect the goods from the Buyer or grant a discount, at the discretion of the Buyer.

7.3. To the remaining extent, the liability of BASF Polska under the warranty is excluded in accordance with Article 558 § 1 of the Civil Code.

7.4. To the widest extent possible, the liability of BASF Polska is limited to the value of the goods sold (transaction value). BASF Polska is held liable only for direct damages. Any other damages - including indirect damages, losses, lost revenue, loss of profit, downtime, loss of business prospects are excluded and BASF Polska shall not be held liable for them. The limitation of BASF Polska's liability does not apply in the case of willful misconduct and to claims for death, body injury or the disturbance of health.

#### **8. Force majeure**

The Buyer acknowledges that in the event that delivery is not made within the prescribed deadline as a result of force majeure, in particular: war, strike, lockout, catastrophes, accidents during transport, power outage, pandemics, epidemics, orders of authorities, including those which at a given time would render the transaction illegal, and any other cases of force majeure, also affecting our suppliers, the occurrence of such events of force majeure shall release BASF Polska from its delivery obligations during such period and shall entitle BASF Polska to rescind the agreement during the period of force majeure and within seven days of the cessation of the effect of force majeure, excluding the Buyer's right to relevant compensation. The occurrence of force majeure shall not relieve the Buyer from the obligation to pay for the delivered goods when due.

#### **9. Confidentiality clause**

9.1. Both BASF Polska and the Buyer shall be obliged to keep strictly confidential all commercial information, confidential materials and know-how obtained from the other Party in the course of negotiations related to the conclusion of the transaction and in connection with the execution of the concluded transaction (including information about the fact and specific conditions under which the transaction was concluded, which are treated as confidential information within the meaning of the above provisions).

9.2. The Parties are also responsible and shall take all necessary steps to ensure that their employees, consultants and subcontractors as well as employees of related companies are notified and comply with the confidentiality clause.

9.3. The provisions of this point shall apply for a period of 5 consecutive years after the execution of a given transaction.

#### **10. The Compliance Policy**

10.1. Both BASF Polska and the Buyer shall comply with all applicable laws, in particular, but not limited to, competition and consumer protection law and anti-corruption regulations.

10.2. Violation of the above mentioned rules of Compliance by the Buyer constitutes a serious breach of the concluded agreement which is the basis for BASF Polska to withdraw from it within 14 days from receiving information about the breach.

10.3. The Buyer shall bear all costs of BASF Polska, including fines, penalties, losses and damages resulting from the breach by the Buyer of the applicable laws.

#### **11. Data protection**

11.1. In case the Buyer, in the course of the performance of the respective contract, receives from BASF Polska or otherwise obtains personal data related to employees of BASF Polska (hereinafter referred to as "Personal Data") the following provisions shall apply.

11.2. The Buyer shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access for the performance of the respective contract (need-to-know-principle). Buyer shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, Buyer shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data.

11.3. The Buyer shall ensure that Personal Data is only accessible to its employees, if and to the extent such employees require access for the performance of the respective contract between the Buyer and BASF Polska (need-to-know-principle). The Buyer ought to structure its internal organization in such a way as to ensure compliance with the requirements of personal data protection law. In particular, the Buyer shall take technical and organizational measures to ensure an adequate level of protection against improper use or loss of Personal Data.

11.4. Buyer will not acquire ownership of or other proprietary rights to the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of Buyer with regards to Personal Data shall be excluded.

11.5. In addition to its statutory obligations, Buyer shall inform BASF Polska in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it. Upon termination or expiration of the respective contract Buyer shall, according to applicable laws, erase or return BASF Polska the Personal Data (at the choice of BASF Polska) including any and all copies thereof.

11.6. Information on data protection at BASF Polska is available at: [www.basf.com/data-protection-eu](http://www.basf.com/data-protection-eu).

#### **12. Final provisions**

12.1. Any amendments and supplements to any agreements executed with us shall be made in writing.

12.2. Should any of the provisions of these terms and conditions be or become invalid, in full or in part, the validity of the remaining provisions shall not be affected thereby.

12.3. The place of fulfillment of all payment obligations of the Buyer shall be the account of BASF Polska.

12.4. The court competent to settle disputes between the parties shall be the court competent for the seat of BASF Polska.

BASF Polska, Warsaw, 15<sup>th</sup> of December, 2021.



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**Katarzyna Byczkowska**  
Managing Director of BASF Polska sp. z o.o.



