

I. [General Provisions]

- 1.1 The provisions of these General Terms and Conditions of Sale, Provision of Services and Guarantee (hereinafter referred to as "GTS") shall apply to agreements the subject of which are commercial goods and services, the seller, supplier or contractor of which is Polnet Spółka z ograniczoną odpowiedzialnością i Wspólnicy Spółka Komandytowa, with its registered office at ul. Sowa 13B, postal code: 62-080 Tarnowo Podgórne, registered in the Register of Entrepreneurs under the KRS number 0000227691, NIP: 6211706651, REGON: 251652455, hereinafter referred to as "POLNET", and the other parties to the agreement are: (1) entrepreneurs, as well as individual farmers who are not entrepreneurs (2) engaged in production activities in agriculture in the field of agricultural crops and animal husbandry, horticulture, vegetable farming, forestry and inland fisheries, and (3) individual clients who conclude a contract related to their professional activities, hereinafter referred to as "CLIENT" or "CLIENTS".
- 1.2 Economic, technological, or livestock consulting is not the subject of the agreements. The selection of equipment in terms of needs and purpose is made by the CLIENT himself.
- 1.3 Technical descriptions and characteristics of the goods can be found in available catalogs at www.polnet.pl. Polnet stipulates that all published technical data and information on the features, properties and functionality of the goods are indicative and approximate and require confirmation each time before placing an order or before concluding an agreement.
- 1.4 Catalogs of goods and products published by POLNET are not a commercial offer within the meaning of Article 66 of the Civil Code but should be understood as an invitation to submit offers within the meaning of Article 71 of the Civil Code.
- 1.5 During the execution of orders, POLNET reserves the right to make changes to technical solutions, which will not diminish the features, properties, or functionality of the goods or services provided.

II. [General Terms of Sale]

- 2.1 These GTS constitute a model agreement within the meaning of Article 384 section 1 of the Civil Code, which, together with individually agreed agreements and provisions of generally applicable law, regulates the rights and obligations of the Parties to the agreement.
- 2.2 The provisions of these GTS are binding for the CLIENT, as they were an element of the offer made by POLNET, which the CLIENT accepted, and in the case of placing an order by the CLIENT, the CLIENT was informed about the content of these GTS before concluding the agreement, which, in the light of Article 384 section 1 of the Civil Code in connection with Article 60 of the Civil Code, is treated as a declaration of will expressing consent to the provisions of these GTS.
- 2.3 These GTS have also been drawn up in an electronic form allowing the registering CLIENT to make a physical or electronic copy and save it on his own computer carrier, which constitutes fulfillment of the requirement of Article 384 section 3 of the Civil Code.
- 2.4 POLNET excludes the possibility of modification of these GTS by the CLIENT, as well as excludes the possibility of introducing general terms applied by the CLIENT into the agreement unless expressly stipulated in the concluded agreement or confirmed in the offer.
- 2.5 Polnet reserves the right to unilaterally amend these General Terms at any time.

III. [Agreement Conclusion]

- 3.1 An agreement for the purposes of these GTS shall be understood as an agreement of sale, delivery, contract for work and other civil law agreements of a similar nature, the subject of which are goods and/or services provided by POLNET.
- 3.2 The agreement may be concluded in written form or in written documentary or electronic form, as well as by acceptance of an offer.
- 3.3 Written form is an agreement concluded in writing, with the parties' handwritten signatures.
- 3.4 Documentary written form is an agreement concluded by consensual statements of the parties as to the content of the agreement through electronic communication channels, as long as they allow identification of the person making the statement.
- 3.5 Electronic form is the content of the agreement in electronic form, signed with an electronic signature.
- 3.6 The agreement is concluded by acceptance of the offer when the offer prepared by POLNET is accepted by the CLIENT or when the CLIENT has placed an order, which contains the essential elements of the agreement, and POLNET has accepted this order or accepted it for execution.
- 3.7 If the CLIENT withdraws from the agreement or POLNET terminates the sales agreement at the CLIENT's request before the goods from

POLNET's standard assortment are delivered to the CLIENT, the CLIENT undertakes to pay POLNET a contractual penalty equal to 30% (thirty percent) of the net price. However, if the goods have been made on the basis of individual agreements with the CLIENT, the CLIENT shall pay POLNET a contractual penalty equal to 75% (seventy-five %) of the net price.

IV. [Place and Date of Delivery]

- 4.1 Products are sold and delivered on an EXW (ex-works) basis:
 - a) *loco* Production Plant in Zalesie Wielkie 3C, post-code 63-740 Kobylin,
 - b) *loco* warehouse in Tarnowo Podgórne at ul. Sowa 13B, post-code 62-080 Tarnowo Podgórne.
- 4.2 Collection of the Products by the CLIENT from the production plant or warehouse may be in person or through an authorized person (such as a courier or transport company). Collection is at the expense and risk of the CLIENT. The CLIENT shall also bear the (non-refundable) cost of packaging and pallets required for transportation purposes.
- 4.3 As soon as loading begins, the responsibility for damage and loss of goods is transferred to the CLIENT. In the event that transportation is on POLNET's side, the aforementioned responsibility passes to the CLIENT upon unloading the goods.
- 4.4 POLNET informs that the execution of the order depends on many factors beyond its control, in particular, on suppliers and cooperators. POLNET makes the utmost effort to ensure that the stated delivery dates are met, but stipulates that all delivery dates are indicative only. POLNET shall not be liable for any (direct or indirect) losses or lost profits in connection with failure to meet an indicative delivery date. The date confirmed by POLNET after the commencement of the agreement or order may be treated as binding.
- 4.5 Any deviation from standard packaging and labeling, if requested by the CLIENT, will result in additional costs to be borne by the CLIENT. Furthermore, the CLIENT shall be solely and fully responsible for the management and proper disposal of all packaging materials and shall bear the related costs.

V. [Price and Ownership]

- 5.1 The price or remuneration shall be agreed upon individually with the CLIENT.
- 5.2 In the event of a change in the price of materials or costs related to the execution of the order or agreement, POLNET is entitled to increase the agreed price or remuneration in proportion to the change that has occurred. The level of change in the price of materials or costs related to the execution of the order entitling the Parties to the agreement to change the price or remuneration shall be set at 5% in relation to the price level of the same materials or costs as of the date of the offer or order.
- 5.3 The filing of a claim shall not suspend the obligation to pay the price or remuneration.
- 5.4 POLNET reserves ownership of the goods until the price or remuneration is paid in full.
- 5.5 In case of delay in payment, POLNET is entitled to take back and dismantle the Products.

VI. [Liability]

- 6.1 The guarantee is the sole and exclusive liability regime for defects in the goods or services provided. The warranty liability regime is excluded.
- 6.2 Liability as to the type and quantity of goods shall expire 3 days after the date of receipt or delivery.
- 6.3 POLNET shall be liable to the CLIENT within the limits of the actual loss, excluding lost profits.
- 6.4 POLNET is not responsible for technological or breeding advice and the economic effect achieved or not achieved by the CLIENT. The selection of technological devices and solutions is made by the CLIENT at his own risk.
- 6.5 POLNET is not responsible for any expenses and costs incurred by the CLIENT in violation of the complaint procedure.
- 6.6 POLNET shall not be liable for damage to goods caused by improper storage by the CLIENT.

VII. [General Guarantee Conditions]

- 7.1 POLNET provides a guarantee for a period of 24 months from the date of acceptance or delivery of the goods, or from the date of performance of the service. In the case of installation of the subject of the agreement, the guarantee shall run from the date of completion of installation or commissioning.
- 7.2 The guarantee is non-transferable, and only the CLIENT is entitled.

- 7.3 The CLIENT is obliged to immediately check the quality and quantity of the goods received, no later than 3 days after their delivery or acceptance.
- 7.4 In the case of products subject to mandatory guarantee inspections by POLNET, the condition for maintaining the guarantee is that the CLIENT orders paid guarantee inspections, at least every 12 months counting from the date of acceptance, delivery, or completion of installation.
- 7.5 POLNET's guarantee liability includes replacement of defective goods or their components with defect-free goods, or their repair. Replacement or repair shall be on an EXW basis - the provisions of paragraphs 4.1-4.5 shall apply accordingly.
- 7.6 Costs associated with the exercise of rights under the guarantee, such as the cost of delivering the defective goods to POLNET, shall be borne by the CLIENT.
- 7.7 The guarantee shall not apply to:
- components manufactured by other manufacturers, in particular: motors, fans, temperature measurement systems, weighing systems, sensors, or other accessories, which are covered only by the manufacturer's guarantee,
 - operating parts and components subject to natural wear and tear, in particular: bearings, electric cables, technological connections (pipes, elbows), distributors, fuses, lights, bulbs, sensors, limiting switches, etc.
 - activities such as shortening, tightening (of belts, tapes, chains), replacement of fuses, light bulbs, cleaning, maintenance, efficiency checks, etc.
- 7.8 The guarantee does not cover defects caused by intentional fault or gross negligence of the CLIENT.
- 7.9 The guarantee does not cover defects caused by:
- use not intended or not in accordance with the instructions for use or the manufacturer's recommendations,
 - use of the equipment in spite of overheating, in particular, of belts and straps to temperatures higher than 85°C,
 - operation by unauthorized and untrained persons,
 - mechanical or chemical damage, especially galvanized, lacquered, sealed surfaces.
- 7.10 The guarantee expires if:
- making any repairs, structural changes, or alterations without written consent of POLNET,
 - proceeding to use the silos before signing the final acceptance protocol,
 - destruction or removal of the nameplate or safety symbols,
 - improper maintenance, including leaving contaminants such as straw, dust, corn husk, bird droppings, etc.,
 - resale of equipment and structures to another entity during the guarantee period,
 - installation by the CLIENT or by installation companies not authorized by POLNET.

VII.A [Detailed Guarantee Conditions - Silos]

- 7.11 POLNET's general guarantee conditions (paragraph VII) apply to POLNET silos, subject to the provisions below.
- 7.12 POLNET silos are designed and manufactured in accordance with the PN-EN 1991-4:2011 standard and are intended for:
- feed silos - for short-term storage of loose feed (not longer than 14 days), easily flowable, not forming overhangs, with a specific gravity of up to 0.65 t/m³,
 - grain silos - for storing easily flowable grain with specific gravity up to 0.8 t/m³ and maximum moisture content up to 14% and impurities up to 2%.
 - POLNET silos are designed for weather conditions: * wind load up to 90 km/h * snow load up to 120 kg/m² * seismic zone zero.
- 7.13 The grade of steel and galvanized coating is specified each time in the offer, agreement, or order.
- 7.14 Silo sealing materials such as sealing tapes or rubbers, should be stored in a dry room away from moisture, at a temperature of +5°C to +20°C.
- 7.15 The guarantee does not cover:
- the occurrence of so-called white corrosion,
 - minor corrosion spots on the edges of elements or holes,
 - damage to metal sheets as a result of excessive tightening of screws,
 - damage to silos as a result of improper construction of the foundation, improper installation methods, or improper attachment of weighing systems (strain gages) to the legs of silos.
- 7.16 The guarantee expires in the case of:
- introduction into the silos of materials with parameters other than those listed in these GTS,
 - asymmetrical (non-axial) filling or unloading of silos,
 - pneumatic filling of silos with an injection pressure of more than 1.2 bar.

VII.B [Detailed Guarantee Conditions - Zinc-Coated Items]

- 7.17 The general guarantee conditions (section VII) apply to all zinc-coated products, including silos, subject to the provisions below.
- 7.18 Zinc coating on products offered by Polnet meets the standards: PN-EN:10346:2015 and PN-EN 1461:2010 for hot-dip galvanized materials.
- 7.19 Galvanized products/elements must be stored in a covered and dry room, free from steam and gases, and stored on pallets (products must not lie directly on concrete or soil).
- 7.20 Before storage, the foil must be removed from pallets and packages. Check individual items for moisture. If moisture is found, the items should be immediately separated from each other, cleaned, dried and protected with an oil designed to preserve zinc coatings. When storing galvanized products, air circulation should be ensured - do not cover with foil or other tight covering. Packaging should be inspected daily. If moisture appears, silo components should be dried immediately. In the event of white film or corrosion, notify POLNET immediately to determine how to proceed and minimize adverse effects on the zinc layer.
- 7.21 The guarantee for galvanized coatings does not cover:
- the occurrence of so-called white corrosion,
 - minor corrosion spots on the edges of elements or holes,
 - damage to elements exposed to aggressive or corrosive conditions, especially those exposed to fresh or salt water, moisture, radioactive fallout, corrosive chemicals, lead, copper or other condensates or corrosive fumes, ash, smoke, cement dust and animal excrement.
 - damage caused by improper cleaning procedures.

VIII. Complaint Procedure.

- 8.1. Complaint concerning the quality as well as the quantity of goods issued or delivered to the CLIENT shall be made in ordinary written form sent to the address of Polnet's registered office, or electronically to the e-mail address: silosy@polnet.pl.
- 8.2. The CUSTOMER must ensure proper identification of the products to which the complaint relates and provide the following information: date of delivery / installation, order / agreement / invoice number.
- 8.3. In case of corrosion, Polnet should be contacted immediately to minimize the adverse effect on the zinc layer.
- 8.4. The complaint should be filed immediately, no later than 14 days after the discovery of the defect.
- 8.5. A correctly filed complaint will be considered within 14 days from the date of its registration by POLNET.
- 8.6. Taking into account the complaint, Polnet may, at its discretion, remove the defects, replace the product with a defect-free one, or reduce the price in proportion to the defect, if the existence of the defect does not affect the possibility of using the goods.
- 8.7. In the case of repair of defective goods, or in the case of replacement of a defective part, CLIENT, being an entrepreneur, undertakes at its own expense to deliver the defective goods or defective part to POLNET's registered office or other place indicated by POLNET.

IX. [Governing Law and Jurisdiction of the Court].

- 9.1 The law applicable to agreements to which these GTS apply shall be the generally applicable provisions of Polish law.
- 9.2 Any disputes that may arise from this agreement shall be subject to settlement by the competent common court in Poznań in Poland.

Tarnowo Podgórne, on 9 February 2024.

In behalf of the Management Board:
President of the Management Board Stanisław Szczubelski
Member of the Management Board Hanna Lara

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