

# **General Terms and Conditions of Cooperation with Suppliers of Goods and Services to Bunge Group in Poland (GCS)**

Version 5.0 valid from 1st January 2022

## **§ 1. General Provisions**

- 1) For the purpose of these General Terms and Conditions of Cooperation with Suppliers of Goods and Services hereinafter referred to as "General Conditions of Supplies" ("GCS"), all entities with which Bunge Group companies in Poland, i.e. Bunge Polska Sp. z o.o. and ZTK Property Sp. z o.o. (hereinafter referred to as Bunge), place orders for the supply of goods and services shall be called "Suppliers".
- 2) The basis for all supplies of goods and services shall be only agreements and orders made on the basis of bids made by Suppliers, and these GCS shall constitute an integral part of these agreements and orders.
- 3) Suppliers shall make their bids free of charge, via Login Trade procurement Platform, by email, or in writing, providing data on the quantity and quality, net prices (individual and total), terms of delivery, packaging and other elements required by Bunge.
- 4) Any samples of goods shall be supplied by Suppliers free of charge and at its own expense, and shall not be returned to Suppliers.
- 5) A supplier or Bunge Group Companies shall be hereinafter referred to as Parties or, respectively as a Party.

## **§ 2. Orders**

- 1) If the supplies of goods and services are provided by Suppliers under an order made by Bunge, such an order shall be delivered to the Supplier electronically or by fax. An order shall specify the type of product or service, quantity, unit price and net value, time and place of delivery and other information required to execute the order.
- 2) Every order made by Bunge shall have a number, which will be referred to by the Supplier in its supply documents, and in particular in the invoice and a goods delivery note (GDN).
- 3) The Supplier shall confirm the acceptance or rejection of an order within 2 working days of receipt of such an order. Should the Supplier fail to respond within that period, such a fact shall be equivalent to accepting the order for processing.
- 4) The acceptance of an order together with its integral part, which is the present GCS, shall be made by the Supplier in writing, electronically or by fax.
- 5) Orders made orally by Bunge shall require their confirmation in writing, by e-mail, in order to be valid.
- 6) Terms of delivery different from these ones shall only be binding if they are confirmed in writing by Bunge, under pain of nullity.

## **§ 3. Supply**

- 1) A supply shall be made under the terms of a given order for all agreed terms of the agreement, including the object of supply, quality and quantity, price, date and place of delivery.
- 2) The lead time of a supply shall be counted from the date of acceptance of an order, unless the parties determine otherwise.
- 3) The Supplier shall be obligated to observe the delivery date. Should the Supplier realize that it will not be able to meet the delivery dates set forth in the acceptance of an order, it shall immediately notify Bunge of this fact, providing reasons for the delay and the expected time of its duration. In the absence of such information, or should Bunge be no longer interested in the supply due to the Supplier's delay, Bunge shall be entitled to withdraw from the agreement, wholly or partly, and forward implementation of the agreement to another supplier.
- 4) In any case the Supplier shall be liable for damages arising from the failure to implement an accepted order.
- 5) The above does not prejudice the rights of Bunge, resulting from generally applicable provisions of the law.
- 6) A supply shall be made to the location indicated by Bunge in the order, at the expense and risk of the Supplier, unless the order provides otherwise.
- 7) The Supplier shall bear the risk of loss and damage to the goods until the receipt of the goods by Bunge.
- 8) If the Supplier has received in connection with the implementation of the agreement or order any drawings, sketches or other auxiliary materials, they can be used only for the purpose of implementation of the agreement or order. These materials shall remain the property of Bunge and the fact of transferring them to the Supplier shall not mean the transfer of any rights to them. After the execution or expiry of the agreement, these materials shall be immediately returned to Bunge.
- 9) In case of delay in the execution of its obligations, the Supplier shall pay Bunge a contractual penalty of 2% of the total value of the ordered goods or services for each day of such a delay, but not more than 25% of the total value of the order. Bunge shall hold the right to claim additional compensation on general principles, should the damage exceed the value of the stipulated penalty.
- 10) Should the Supplier fail to fulfill its obligations or should either Party withdraw from the agreement for reasons attributable to the Supplier, the Supplier shall pay a contractual penalty equal to 25% of the total value of ordered goods or services. Bunge shall hold the right to claim additional compensation on general principles, should the damage exceed the value of the stipulated penalty.
- 11) In the event of occurrence of force majeure, the provisions of Section 9 and Section 10 § 3 of the GCS shall not apply. Force majeure shall mean an external event, impossible to predict or prevent, such as floods, earthquakes and other natural disasters, acts of war. The Supplier shall immediately notify Bunge about an occurrence of force majeure, but not later than within three days of its occurrence, under pain of losing the right to rely on those circumstances.
- 12) The Supplier is liable for violation of the safety rules resulting from legal regulations, contracts, orders by the Supplier or the Supplier's subcontractors or persons performing services on behalf of the Supplier, the Supplier will pay a contractual penalty in the event of the following events, for example:
  - a) Threats directly endangering the life and / or health of people performing the work and people in the immediate vicinity - fine of PLN 5,000 net:
    - i. work at height without the use of appropriate fall protection equipment;
    - ii. hot work without protection with designated extinguishing agents;
    - iii. work in a confined space without the safeguards working inside a confined space, continuous measurement of the atmosphere inside the space;
    - iv. work under the lifted load;
    - v. possession, consumption and work while under the influence of alcohol and / or illegal drugs;
  - b) Threats indirectly endangering life and / or health - a fine of PLN 1,000 net:
    - i. using the equipment without proper approval / acceptance / inspection (for example, scaffolding work without acceptance, fire extinguisher without inspection);
    - ii. work at height without the chin strap fastened;
    - iii. work without a valid permit or failure to comply with the preventive measures specified in the permit;

## **§ 4. Proof of delivery**

- 1) The document confirming the delivery of goods shall be a goods delivery note (GDN) drawn up by the Supplier in two identical copies. The GDN document must contain at least the following information:
  - The date of release of the goods from the Supplier's warehouse,
  - The Bunge Order number,
  - The specification of the scope of the goods delivered in the layout compliant with the Bunge order,
  - The quantity of the goods delivered,
  - The quantity of returnable packaging (if applicable).The proof of delivery cannot contain any prices.

Should a delivery fail to fully implement the Bunge order, a "partial delivery" note shall be required.

- 2) The Supplier shall be obligated to obtain a receipt of acceptance of a delivery in the form of a legible signature and a stamp of a Bunge employee receiving the goods, and the Supplier shall bear the consequences of failure to obtain such a receipt in case of potential complaints. If goods are delivered to Bunge by a carrier, the Supplier shall at its own risk make sure that the carrier obtains such a receipt.
- 3) The proof of implementation of a service ordered shall be the protocol of acceptance of this service signed by persons authorized by Bunge and the Supplier.

#### **§ 5.**

##### **The invoice for goods or services delivered**

- 1) The invoice must be sent to the address of Bunge registered office, regardless of the place of delivery. The electronic delivery of invoices shall be preferred to be sent to the respective Company address.
- 2) The invoice must contain the following:
  - Bunge registered office address and data as follows:
  - Tax Identification Number (NIP),
  - Bunge order number concerned,
  - Name and Surname of person submitting order on behalf of Bunge
  - name of the goods or services delivered,
  - index of the goods or services in the Bunge order,
  - quantity,
  - price,
  - term of payment
  - additional information required by applicable laws or arising from the agreement.
- 3) The layout of the scope of goods or services specified in the invoice shall correspond to the order of goods and services under the Bunge order and the proof of delivery referred to in § 4 of these General Conditions of Supplies.
- 4) Should an invoice fail to comply with the requirements specified in paragraphs 1 and 2, when the price in the invoice is incompatible with the price applicable on the date of placing an order, or the amount of goods listed in the invoice does not comply with the quantities actually delivered, the payment of the invoice shall be denied. Bunge shall notify the Supplier of the fact of non-compliance of the invoice and shall demand the issuance of a corrective invoice or an adjustment note. In this case, Bunge shall not delay the payment of the amounts due covered by such a wrong invoice.
- 5) The Contractor hereby represents that the above-mentioned bank account is disclosed in the white list of VAT taxpayers. The Contractor shall be obliged to immediately notify the Ordering Party of any changes in this respect in writing. Should the above statement prove to be false or should the Contractor breach the obligation referred to above, the Contractor shall pay a contractual penalty in the amount of PLN 10,000.00 for each case of such breach. The Ordering Party hereby reserves the right to claim damages exceeding the amount of the stipulated contractual penalties

#### **§ 6.**

##### **Maturity**

- 1) The payment for the goods or services delivered shall be made on the basis of invoices received by Bunge satisfying the requirements of § 5 of the General Conditions of Supplies within 60 days of the day of receipt of a correct invoice. The date of payment shall be the date of charging the Bunge bank account.

#### **§ 7.**

##### **Supply price / base**

- 1) The prices being the basis of an order shall be based on the DAP formula (a place of delivery indicated in the order or agreement) according to Incoterms 2010, unless otherwise specified in the order or agreement.

#### **§ 8.**

##### **Quality / complaints / warranty**

- 1) The Supplier hereby warrants that goods or services shall have contractually guaranteed properties and, moreover, that the goods will be free from any legal, design, structural, functional and material defects. A service should be carried out in accordance with the most recent state of knowledge and technology and with utmost diligence. In implementing the agreement, the Supplier hereby undertakes to ensure its fair and proper implementation, allocating sufficient resources and appropriately trained, qualified and experienced personnel, and to endeavor not to make changes to the key personnel.
- 2) The quality and labelling of the goods delivered shall comply with the acts of law in force in Poland and the EU, as well as with the requirements set out in the Specification (if it constitutes a part of an order or a bid), in the order, and in these General Conditions of Supplies.
- 3) Any change to any parameter or characteristics of goods or services shall require a written approval by Bunge.
- 4) In the case when goods have been ordered on the basis of submitted or sent samples, the goods delivered must be identical with them.
- 5) Should the goods fail to meet the conditions of the order or these GCS, Bunge may at its sole discretion:
  - a) establish a deadline for the Supplier to make an adequate delivery by repairing or replacing the goods with ones free from defects,
  - b) commission a third party to make appropriate changes to the goods
  - c) purchase a replacement quantity of goods or commission substituted provision of service at the Supplier's cost
  - d) withdraw from the order or agreement in whole or in part
- 6) The Supplier shall be obligated to obtain all permits, certificates, approvals and other documents required by law, allowing to release the goods onto the market. The Supplier shall provide copies of the above documents on Bunge's request.
- 7) The receipt of goods shall be subject to the right to conduct a subsequent examination regarding their quantity and quality. The confirmation of receipt does not constitute the acceptance of the quality of the goods received or the compliance of the scope of delivery. Goods not compliant with the order, regulations in force or faulty goods can be left at the Supplier's disposal, even if defects became apparent only during their treatment or processing.
- 8) The Supplier shall be liable under the warranty for defects in goods.
- 9) In the case of goods covered by the warranty, the Supplier shall provide appropriate warranty documents together with these goods.
- 10) The Supplier shall bear all costs related to pre-sales and warranty repairs and those carried out under warranty.
- 11) Bunge reserves the right to return the goods:
  - of poor quality, i.e. inconsistent with item 2 of this section,
  - packaged not in accordance with the terms of the order,
  - not meeting the conditions set out in points 1-5,
  - delivered untimely,
  - not ordered.
- 12) In the cases described in paragraph 11, Bunge shall notify the Supplier of the date on which it shall be obligated to pick up such goods or shall deliver them to the Supplier. Both the receipt by the Supplier and the returned delivery shall take place at the expense and risk of the Supplier.
- 13) The Supplier shall be obligated to investigate a Bunge complaint within 7 days of the receipt of the complaint document and to send a reply to the Bunge registered office. Not taking any stand by the Supplier within that period with regard to the complaint made shall mean that the complaint has been deemed valid.
- 14) The rights and powers of Bunge under this § 8 shall not prejudice any other entitlements resulting from the legislation in force.

- 15) The Supplier shall allow authorized employees or representatives of Bunge to enter, inspect and examine, at agreed times, the production plant, equipment and methods used by the Supplier in the production, packaging, storage and handling of the goods covered by an agreement and shall take reasonable measures necessary to implement the proposals put forward by Bunge following the inspections carried out. Bunge shall notify the Supplier reasonably in advance of its wish to perform such an inspection and shall agree with the Supplier its scope and schedule.
- 16) The Supplier shall be fully responsible for any damages to persons and property caused by defective goods or inadequate provision of services.
- 17) The Supplier hereby undertakes to enter into and maintain an insurance agreement with a reputable insurance company against all risks and all liability connected with an order or an agreement, including liability for a dangerous product. In the case of damages incurred by Bunge, the Supplier, regardless of the obligation to repair them, shall be obligated to take all and any measures to obtain compensation and, after obtaining it, to transfer it immediately Bunge.

#### **§ 9. Copyrights and the image**

- 1) In the case when the object of an order or an agreement is a work within the meaning of separate regulations (Work), the Supplier hereby undertakes to enter into an agreement with Bunge of proprietary copyrights to the work, on the terms set out below.
- 2) In the case when the Supplier uses for the performance of a Work other works whose copyrights belong to third parties, the Supplier shall at its own expense acquire proprietary copyrights to such works to the fullest extent possible, not narrower than that specified in section 3, prior to the transfer of the copyrights to such a Work to Bunge. Should the acquisition of proprietary copyrights to the works referred to above be not possible, the Supplier shall at its own expense obtain a license to use such works in the extent not narrower than that indicated in section 3, with the right to sublicense. In this case, the Supplier shall grant Bunge, as part of remuneration, a further license for the use of works included in this Work, in the extent and in the fields of exploitation referred to in section 3.
- 3) On the receipt of a Work by Bunge, the Supplier shall transfer to Bunge the ownership of copies of this Work and proprietary copyrights to this Work in all known, on the day of the agreement, fields of use, in particular:
  - a) in the scope of preservation and reproduction of the Work - production of copies of the Work using any technique, including printing, reprographic technology, magnetic recording and digital technology;
  - b) in the scope of putting the original, or copies on which the work was recorded, into circulation - marketing the work, lending or rental of the original or copies;
  - c) in the scope of dissemination of the work in a manner other than those specified in letter b) above, i.e. public performance, exhibition, displaying, playing back, broadcasting and re-broadcasting, as well as making the work publicly available in such a manner that anyone can have access to it in place and time individually chosen by them, without any territorial restrictions.
- 4) Defining the scope, manner and terms of use of the Work shall belong to the exclusive competence of Bunge.
- 5) The Supplier hereby transfers to Bunge the right to authorize the exercise of dependent rights.
- 6) The Supplier hereby undertakes that the creator of the work shall not exercise any moral rights to the Work in a manner to obstruct or restrict Bunge in the exercise of its proprietary copyrights and, in particular, allows Bunge to perform the supervision of the manner of using the Work and to decide on making the Work available to the audience for the first time. The Supplier also hereby undertakes not to execute the right to the integrity of the content and form of the Work.
- 7) Bunge shall hold the right to utilize and use the works or fragments thereof freely, for the purposes of promotion, advertising and marketing, and labeling with them all their goods and services.
- 8) Should a work contain an image under the provisions of the Law on Copyright and Related Rights, the Supplier hereby represents that they are entitled to authorize Bunge to use this image and hereby authorizes Bunge to use it to the fullest extent possible. The Supplier shall be responsible for any damages that Bunge incurs in this respect, should any claims of third parties be made.
- 9) The Contractor shall be liable for any possible infringement of intellectual property rights, personal rights, and personal data of the third parties whose rights have been used in the Works
- 10) In the event that anyone asserts any claims for the infringement of the copyrights on the Works against the Ordering Party, the Contractor hereby undertakes, with the consent of the person asserting such claims, to take them over and satisfy them and, should it prove to be impossible, the Contractor hereby undertakes to make good to the Ordering Party the damage suffered by the Ordering Party on this account to the full extent. The Contractor's liability for defects in the Works shall be independent of its fault
- 11) The Contractor hereby undertakes to cooperate with the Ordering Party in order to protect its rights and interests
- 12) The Contractor shall be also liable for any possible resulting from the violation of the rights referred to in subparagraph 9 above, provided that the obligation to pay them arose for reasons attributable to the Contractor
- 13) At the conclusion of the agreement referred to in section 1, the above provisions shall be incorporated directly into it.

#### **§ 10. Personal Data Protection**

- 1) Bunge will process the personal data of the natural person supplier as a data controller mainly for the purpose of the contractual relationship governed by these Terms and for the legitimate interests of the controller. For more information on how data subjects can exercise their rights and for more information on our processing and data protection practices, please refer to the Partners' Data Protection Notice business Bunge Europe at <http://www.bunge.pl/gdpr.html>

#### **§ 11. Final Provisions**

- 1) The Supplier cannot infringe the rights of third parties and in particular the right to a trademark, proprietary utility models, trade names, copyrights and related rights or patents. Any liability for the infringement of these rights shall be borne solely by the Supplier.
- 2) The transfer by the Supplier of a claim, vested in them by Bunge, to a third party, as a result of the delivery of goods or provision of services may occur only following a written permission issued by Bunge to perform such an operation.
- 3) The parties hereby undertake to keep confidential all confidential information which they will make familiar with in the course of their cooperation. The above obligation shall remain in effect both during the term of the agreement and after its termination. Confidential information shall mean any information of such nature (or considered to be such) the disclosure of which to third parties could harm a party of the agreement, regardless of the professional, commercial, or other nature of this information. Confidential information shall be, in particular, the information on the prices of goods and the volume of turnover between the parties. The disclosure of confidential information may take place if the obligation to disclose it results from the mandatory provisions of law, in the manner and to the extent specified by these provisions.
- 4) The Supplier hereby undertakes not to provide (or offer) to any of Bunge employees any materials or personal benefits in order to encourage them to take actions favourable for itself (e.g. choosing the Supplier's bid, changing the terms of cooperation, abandoning by Bunge the enforcement of its rights against the Supplier, etc.). In case of breach of the above commitment, Bunge shall hold the right to withdraw from the agreement within 90 days from the date of obtaining and verifying the information on such a breach.
- 5) In a situation when the Supplier uses its own general terms and conditions or patterns of agreements, they shall not apply, unless the parties have agreed otherwise in writing.
- 6) Any changes to the agreement or these General Conditions of Supplies must be approved by both parties and be made in writing in order to be valid.
- 7) The provisions of an agreement concluded between Parties shall take precedence over the provisions of these GCS.
- 8) In matters not covered by the agreement, an order or these General Conditions of Supplies, relevant provisions of law shall be applied.
- 9) The exclusion by Parties of application of any of the provisions of these GCS shall not affect the validity of the remaining provisions of these GCS.
- 10) Any disputes arising from the agreement, an order or General Conditions of Supplies shall be resolved by a competent court of law seated in Bydgoszcz.