

## GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES AND/OR GOODS

### **Definitions**

#### **a) Agreement:**

Means the contract entered into by Bunge Polska spółka z o.o. ("**Bunge**") and the Supplier for the delivery of Goods and/or Services by the Supplier, in the form of a purchase order and/or other written confirmation, which shall include and be subject to these GTCs.

#### **b) Applicable Laws:**

Means any and all applicable laws, rules and regulations, including (without limitation) any health and safety regulations and Bunge's specific health and safety rules which are applicable at the site where the Services are to be performed and/or the Goods produced and delivered.

#### **c) Bunge:**

Means the relevant Bunge entity incorporating these GTCs, who has entered into an Agreement with the Supplier.

#### **d) Goods:**

Means any the specific goods agreed to be supplied to Bunge pursuant to the Agreement, and the ownership of which the parties agree and intend to transfer, excluding any Services.

#### **e) GTCs:**

Means these General Terms and Conditions for the Purchase of Services and/or Goods.

#### **f) IP Rights:**

Means any know-how, methodology, patent, trademark, copyright, moral rights or other intellectual property rights or industrial secrets.

#### **g) Purchase Order:**

The written request in the form of a purchase order and/or other written notice as sent by Bunge to the Supplier for the provision of Goods and/or Services.

#### **h) Party:**

Means, as the context requires, Bunge or the Supplier. Bunge and the Supplier are together referred to as **Parties**.

#### **i) Place of Delivery:**

Means the place where the Goods and/or Services are to be delivered/performed in accordance with the applicable Agreement.

#### **j) Services:**

Any service of a tangible or intellectual nature as agreed to be supplied by Supplier.

#### **k) Supplier:**

Means the party or parties with which Bunge intends to enter, or has entered, into an Agreement.

### **1 Application of GTCs**

1.1 Unless otherwise agreed in writing by the Parties the GTCs apply to and are incorporated by reference into each and any Agreement without the need for specific acceptance.

1.2 In the event of a conflict between specific provisions in the Agreement and the GTCs, the provisions in the Agreement shall prevail and take precedence over the GTCs.

1.3 Bunge hereby expressly rejects the application of any other terms and conditions of the Supplier, without the need for further rejection express or otherwise. Unless expressly agreed in writing, Bunge shall under no circumstances be bound by terms which are different from the GTCs.

### **2 Formation of an Agreement**

2.1 Bunge shall not be under any obligation towards the Supplier until Bunge has confirmed to the Supplier of its agreement to be bound by, and enter into, an Agreement.

2.2 The Supplier shall not have any claim whatsoever against Bunge as a result of unsuccessful negotiations between the Parties.

### **3 Joint and Several Liability**

3.1 If Bunge has entered into an Agreement with two or more Suppliers, each Supplier shall be jointly and severally liable towards Bunge.

### **4 Licences, permits and corporate authorisations**

4.1 The Supplier agrees that it shall have and/or obtain, and maintain at all times current, all licences, permits and corporate authorisations needed for entering into and performing the Agreement.

4.2 Bunge may terminate an Agreement and claim for damages at any time, should the Supplier lose and/or fail to obtain any licences, permits and/or corporate authorisations needed for entering into and performing the Agreement.

### **5 Variations, Change in conditions**

5.1 Any work carried out outside the agreed scope of the relevant Agreement must be agreed upon in advance in writing between the Parties. The Supplier shall not be entitled to any compensation for work carried out outside of the agreed scope without prior written consent of Bunge.

5.2 Supplier shall not be entitled to suspend, withdraw from, amend or revise any part of the Agreement, or claim force majeure or hardship, following the occurrence of any event or circumstance which causes, or may lead to, an adverse change (i) in the business, assets or condition (financial or otherwise) of the Supplier, and/or (ii) in the ability of Supplier to perform its obligations under the Agreement (except where such inability is the direct consequence of intervened illegality) and/or (iii) in market or general economic conditions.

### **6 Quality, Inspection, Repair, Faults and defects.**

6.1 The Supplier warrants, covenants and represents that:

- the Goods to be delivered and/or the Services to be executed comply with Bunge's requirements as set out in the Agreement and any statutory and legal requirements applicable in the place of production and delivery of the relevant Goods and/or Services;
- the Products to be delivered are free from faults in construction, production and materials and are fit for their intended purpose and/or for the purpose and use intended by Bunge;
- the Services shall be executed in a professional manner, with highest professional standards and due skill and care;
- the Services executed or the Goods delivered are free of and do not violate any third-party rights, including industrial and intellectual property rights.

6.2 If requested by Bunge, the Supplier shall allow Bunge (and/or any third party appointed by Bunge) to fully inspect the Goods prior to delivery. Inspection prior to delivery shall not amount to acceptance and shall not deprive or diminish any rights of Bunge to subsequently claim with regard to any faults or defects discovered after delivery;

6.3 Any faults or defects relating to the Goods and/or Services must be remedied by the Supplier as soon as possible, however not later than within ten (10) working days following notification by Bunge. At its sole discretion, Bunge may require the provision of temporary or emergency services, and/or the delivery of replacement goods instead of repair. All costs arising in connection with remedying faults or defects shall for the exclusive account of Supplier, except where the Supplier proves that such faults or defects were solely due to Bunge's willful misconduct

or gross negligence.

### **7 Applicable Laws**

7.1 The Supplier warrants, represents and undertakes that in delivering any Goods and/or providing and performing any Services, it shall at all times comply with Applicable Laws. The Supplier shall procure that any person engaged by it or under its supervision, will also comply with Applicable Laws. The Supplier shall immediately inform Bunge in writing of any breach or potential breach of Applicable Laws, and shall provide all relevant details to Bunge.

### **8 Supplier's Personnel and subcontractors**

8.1 The Supplier's employees involved in the performance of the Agreement shall have all the required skills and qualifications. Bunge reserves the right to refuse the appointment by Supplier (or access to its premises) of a specific person or persons, and Supplier expressly agrees to comply with any request from Bunge in this respect, where Bunge has reasonable doubts with respect to their skills, qualifications or, in general, fitness for the specific task required.

8.2 The Supplier shall not appoint subcontractors without the written agreement of Bunge. Where it is so authorized, Supplier shall immediately provide a list of each subcontractor engaged for the performance of the Agreement.

8.3 Bunge reserves the right to refuse the appointment by Supplier of a specified subcontractor or person, and Supplier expressly agrees to comply with any request from Bunge in this respect.

8.4 Supplier shall ensure, and expressly warrants, that all its, and its subcontractors, personnel: (i) do not have any criminal record; (ii) hold a valid work permit; (iii) are properly trained and qualified.

8.5 Supplier also warrants and represents that it, and any subcontractors, do not have any adverse judgment or pending lawsuit for wage taxes and social security contributions, all which are regularly paid and contributed to.

8.6 The Supplier shall indemnify on demand (to the fullest extent permitted) and hold Bunge harmless, against all fines, penalties, claims, suits demands and actions (actual or contingent) in connection with labour disputes (including, without limitation, relating to wage taxes and social security contributions) relating to its personnel or that of its subcontractor.

### **9 Time for performance**

9.1 Performance of any Agreement must be carried out and concluded in accordance with the timeline and deadlines indicated by Bunge. Bunge may provide indication as to the time of performance at any time. Time of performance is of the essence, unless otherwise agreed by Bunge in writing.

### **10 Transfer of Title and Risk**

10.1 Title to Goods purchased by Bunge pursuant to an Agreement shall transfer to Bunge in full, free and clear of any third-party rights and any encumbrance whatsoever, upon delivery in accordance with the agreed delivery term.

10.2 Risk in the Goods shall pass to Bunge:

- where the Agreement is for delivery of Goods without performance of any further activities, once the Goods have been delivered in accordance with the agreed delivery term;
- where the Agreement is for delivery of Goods, with performance of additional Services (such as, without limitation, installation, erection, testing and/or commissioning), once, after delivery of the Goods in accordance with the agreed delivery term and following complete execution of the additional Services, Bunge has confirmed acceptance in writing.

For the avoidance of doubt, the Supplier shall remain liable to Bunge, after passing of title and risk, with regard to any Goods and Services which are faulty and/or defective for a period of 24 (twenty-four) months after risk has passed to Bunge in accordance with clause 10.2, or longer if so provided for under Applicable Law.

### **11 Delivery of information**

11.1 The Supplier shall deliver all information under an Agreement in writing and/or in electronic form, as requested from time to time by Bunge. Such information shall be delivered in the language relevant to the place of delivery of the Goods and performance of the Services. If required by Bunge, information shall also be delivered in the English language.

11.2 Where delivery of technical information is required (such as drawings, manuals and know-how), whether or not in connection with the delivery of Goods and Services, the Supplier shall ensure and procure that Bunge has an irrevocable and unqualified right to use such technical information indefinitely and free of charge.

### **12 Assignment and Transfer of Rights and Obligations**

12.1 The Supplier shall not assign the Agreement, or otherwise transfer any rights or obligation arising under the Agreement to a third party without the prior written consent of Bunge.

### **13 Intellectual and industrial property rights**

13.1 The Supplier warrants and represents that any Goods, Services and all information provided in connection with any Agreements, do not infringe any IP Rights belonging to third parties. Supplier shall fully indemnify Bunge on an after-tax basis, and hold Bunge harmless, against any claims, suits, demands and actions in connection with actual or alleged breaches of third-party IP Rights.

13.2 Any IP Rights belonging to Bunge shall at all times remain Bunge's exclusive property. Supplier shall not keep or in any manner use any IP Rights of Bunge without Bunge's written consent.

13.3 To the extent that any Goods, Services and/or information provided to Bunge pursuant to an Agreement contains IP Rights lawfully owned by the Supplier, Supplier herewith grants to Bunge a full, non-exclusive, perpetual, free and non-transferable right of use all such IP Rights. Where so required by Applicable Laws, Supplier shall promptly cooperate with Bunge and perform any acts and take any steps as necessary to grant Bunge the license mentioned above.

### **14 Price, payment and tax**

14.1 All sums payable in connection with an Agreement shall be expressed and payable in Polish Zloty, unless otherwise expressly agreed by Bunge.

14.2 Unless expressly agreed otherwise in writing, all prices and rates agreed are fixed and not capable of being increased for any reason whatsoever. The price for Goods and Services also includes all costs (including, without limitation, any costs for transport, packaging, boxing or storage), expenses (including, without limitation, out-of-pocket expenses), charges, fees, levies, duties attaching to the performance of the relevant Agreement.

14.3 Bunge shall effect payment (i) within 60 (sixty) days after delivery of an original commercial invoice from the Supplier; or (ii) at any other time or times, as the Parties may agree, but always provided that:

- the full or partial performance to be paid for has been executed, in Bunge's reasonable opinion, fully and correctly at the agreed time;
- the relevant invoice contains the following data:
  - Bunge's registered office address,

- Tax Identification Number,
- the Bunge order number to which it applies,
- name and surname of the person placing the order on behalf of Bunge,
- name of the delivered goods or services,
- index of the product or service from the Bunge order,
- quantity,
- price,
- date of payment,

and any other information required by Applicable Laws. Any invoice not complying with this provision shall not be processed and the term of payment will be counted from the delivery of correctly issued invoice.

- c. The invoice must be sent to Bunge's registered office address, regardless of the place of delivery. The electronic delivery of invoices shall be preferred to be sent to a dedicated address.

14.4 Bunge may withhold 10% of the amount due to the Supplier as a guarantee for any subsequent deliverable or actions to be performed by the Supplier, if under the same Agreement.

14.5 Bunge may at all times offset and/or deduct any amounts whatsoever (A) Bunge or any of its affiliates (together the "**Bunge Interests**") owe the Supplier or any of its affiliates (together the "**Supplier Interests**"), against (B) any amounts whatsoever that the Supplier Interests owe the Bunge Interests, under or in connection with any Agreement or under or in connection with any other agreement between any of the Bunge Interests and the Supplier Interests.

14.6 If Applicable Laws require Bunge to withhold taxes or any other amounts on any payments, Bunge will deduct such taxes from the gross payment of the price. In the circumstances, Bunge will (i) promptly notify Supplier of such requirement, (ii) remit such amount to the relevant tax authorities and (iii) provide Supplier with the applicable tax receipts in a timely manner.

14.7 The Supplier declares that the bank account indicated on the invoice is included in the white list of VAT payers. The Supplier is obliged to notify Bunge immediately in writing about any changes in this respect. If the above statement is untrue or the Supplier breaches the obligation referred to above, the Supplier will pay a contractual penalty of PLN 10,000 for each case of such breach. Bunge reserves the right to seek compensation exceeding the amount of the reserved contractual penalties.

#### **15 Adequate assurance**

15.1 Bunge may require the Supplier to provide adequate assurance for the performance of the Services and/or the delivery of the Goods. Such adequate assurance may be in the form of a bank or parent company guarantee, standby letter of credit, performance bond or other form of security. In each case, where so requested by Bunge, Supplier shall procure the issuance and deliver to Bunge such adequate insurance in form, timing and substance acceptable to Bunge.

#### **16 Insurance**

16.1 Supplier shall at all times maintain in place valid insurance policies covering professional liability (including design errors and omissions), general commercial liability, motor insurance (if applicable), employer's liability, cyber insurance, public liability insurance and any other insurance required by the Applicable law or reasonably required by to perform the relevant Services and/or deliver the Goods. Each policy must be underwritten with first class internationally recognised insurers for an amount of not less than € 2,000,000 per event, unless otherwise agreed

#### **17 Termination of Agreement**

17.1 Bunge may at any time terminate any Agreement, upon giving notice in writing to the Supplier, in the following, circumstances:

- a. Supplier's failure to deliver the Goods and/or the Services in accordance with the Agreement; and/or
- b. breach by the Supplier of any of its obligations under the Agreement (excluding those listed in Clause 17.1.a above), provided that, where a breach is capable of remedy, the Supplier has failed to remedy such breach within ten (10) working days of the date on which Bunge has notified Supplier of the relevant breach; and/or
- c. insolvency, filing of a bankruptcy petition or appointment of an estate administrator or the equivalent in any jurisdiction; and/or
- d. Supplier or Supplier's affiliates commit any breach of any other contract with Bunge and as a result such other contract is terminated by Bunge; and/or
- e. the Supplier ceases production of the Goods and/or does not or no longer meets the admission, recognition and/or registration requirements for its profession or activity; or
- f. breach or suspected breach of Clause 20; and/or
- g. the Supplier fails to provide Bunge with adequate assurance in accordance with Clause 15.

17.2 The right to terminate shall be without prejudice to any other Bunge's rights and remedies, including the right to claim for damages, and shall not affect any confidentiality obligation of Supplier as described in Clause 18 below, which shall survive termination of the relevant Agreement.

17.3 Notwithstanding the termination of any Agreements, Bunge shall be entitled to use all the information and data provided by the Supplier in connection with the terminated Agreement(s).

#### **18 Confidentiality**

18.1 All information disclosed by Bunge to Supplier in connection with the Agreement is strictly confidential and shall not be disclosed or used without the prior written consent from Bunge for any purpose other than fulfilling its contractual obligations to Bunge. Supplier shall procure that all subcontractors engaged are bound by no lesser undertaking of confidentiality. Supplier agrees that Bunge may demand injunctive or similar relief in any jurisdiction in addition to any damages, following a breach of this confidentiality undertaking.

18.2 Upon completion or termination of an Agreement, Supplier shall return or destroy, as directed by Bunge, or cause the return or destruction, of all confidential information in its possession or control (including that in possession or control of subcontractors) relating to that Agreement.

#### **19 Miscellaneous**

19.1 Any delay or failure in the exercise of any provision in the Agreement, or any delay or failure in the exercise of any powers or rights specified in the Agreement, shall have no effect over the provisions or over the rights or powers specified herein, nor constitute a waiver thereof.

19.2 The Agreement sets out the entire agreement between the Parties and supersedes any prior or written oral agreement between Bunge and Supplier relating to such Agreement. No oral representations shall be binding on Bunge unless expressly accepted.

19.3 Bunge objects to and shall not be bound by any term or condition of the Supplier which is different from these GTCs. Any additional or different terms or conditions proposed by Supplier, in whatever form, are expressly rejected. No terms, conditions, description, price, quantity, shape or delivery schedule shall be changed and no agreement or understanding in addition to or different from these GTCs shall be binding upon Bunge without written acceptance from Bunge, even if purported to be incorporated in any communications, offer and other documents of Supplier.

#### **20 General compliance. Sanctions. Anti-corruption**

20.1 By entering into an Agreement, Supplier warrants and represents that it shall at all times comply with the Bunge Code of Conduct (available at <https://investors.bunge.com/investors/corporate-governance/code-of-conduct>), and Bunge Supplier Code of Conduct (available at <https://bunge.com/We-are-Bunge/Supplier-Code-of-Conduct>).

20.2 Bunge and Supplier shall comply with all Polish, U.S., EU, United Nations, U.K. and Swiss economic sanctions relating to transactions with restricted countries, persons and entities, including money transfers related to such transactions and restrictions against dealings with blocked/prohibited persons, comprehensive sanctions countries, or restrictions related to sectorally sanctioned entities in the performance of the Agreement. Bunge will not cooperate with, agree to, or comply with any terms or requests, including documentary requests, which contravene or are prohibited or penalized under U.S. Antiboycott laws or regulations or the laws of any EU member State.

20.3 Supplier understands that the performance of the Agreement is subject to the United States Foreign Corrupt Practices Act ("**FCPA**") and all applicable local anti-corruption laws. Each party represents and warrants to the other that it has not paid or given, offered or promised to pay or give or authorized a payment or giving of money or anything else of value, directly or indirectly, to any Government Official as well as to people performing managerial functions in commercial or other organization in order to influence any act or decision by any such person for the purpose of obtaining, retaining or directing any business or to secure any improper business or regulatory advantage for or on behalf of either party or in connection with their performance in furtherance of the Agreement. Both parties understand and accept that the other party and its affiliates are committed to complying with the FCPA and all other applicable anti-corruption laws and both parties hereby declare their commitment to comply with such laws. Both parties shall cooperate fully with the other party to provide such information and certifications as the other party may reasonably requests from time to time in connection with their efforts to confirm compliance with such laws. For purposes of this provision, "Government Official" means any: (i) officer or employee of any wholly or partially state-owned enterprise or government ministry, agency or similar body exercising any executive, judicial, arbitral, regulatory or administrative functions of or pertaining to government, or a member of a royal family; (ii) political party, political party official or candidate for political office; (iii) employee of a public international organization (including, without limitation, the World Bank, United Nations and the European Union); or (iv) person acting on behalf of any such governmental authority or instrumentality thereof

#### **21 Governing law and jurisdiction**

21.1 The interpretation, validity, and performance of the Agreement (including any non-contractual obligation) shall be governed by Polish law.

21.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the competent court relevant for Bunge.

21.3 The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), shall not apply to the Agreement and its operation is hereby expressly excluded.