ARIA 3A
AGRI TRADING

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General Terms and Conditions of Purchase of ARIA 3A Sp. z o.o. (GTCP)

Version 1.0 of 19.11.2026 · www.aria3a.com/en/owz · In case of discrepancies the Polish version prevails.

§ 1. BUYER AND DEFINITIONS

1. **ARIA 3A** — ARIA 3A Spółka z ograniczoną odpowiedzialnością, ul. Wielkopolska 27 lok. 1, 70-451 Szczecin, Poland; entered in the Register of Entrepreneurs of the National Court Register (KRS) under no. 0001012693 by the District Court Szczecin-Centrum in Szczecin, 13th Commercial Division of the KRS; NIP (VAT) PL8513286827; REGON 524147938; share capital PLN 5,000.00; feed/veterinary no. αPL3262223p; biuro@aria3a.com, +48 720 821 207.
2. **Supplier** — a business (producer, processor, exporter, trader) selling Goods to ARIA 3A.
3. **Customer** — the buyer to whom ARIA 3A sells the Goods purchased from the Supplier.
4. **Purchase Order** — an order of ARIA 3A stating the Goods, Specification, quantity, price, Incoterms® 2020 rule with place, loading period, payment terms and list of documents.
5. **Purchase Contract** — a sales contract between the Supplier (seller) and ARIA 3A (buyer) concluded under § 3.
6. **Lot** — the quantity of Goods shipped in one means of transport: truck (full truck 22–24 t), container, rail wagon or vessel.
7. **Specification** — the quality parameters of the Goods in the Purchase Contract (guaranteed min./max. values).
8. **Documents** — the documents of a Lot listed in the Purchase Contract or in the letter of credit instructions (§ 5.3).

§ 2. APPLICATION OF THE GTCP

1. These GTCP apply to every purchase by ARIA 3A, provided the Supplier received them before the Purchase Contract was concluded in a form allowing them to be downloaded, stored and reproduced (Art. 384 § 1 and § 4 of the Polish Civil Code, "KC") — as a PDF attachment to the Purchase Order or purchase contract, or through an express reference in the Purchase Order to www.aria3a.com/en/owz (Polish version: www.aria3a.com/pl/owz).
2. Order of precedence: (1) the Purchase Contract, (2) these GTCP, (3) Incoterms® 2020, (4) statutory law.
3. The Supplier's general terms of sale and any other standard terms do not bind ARIA 3A unless ARIA 3A expressly accepts them in the Purchase Contract. Performance of the Purchase Contract does not mean their acceptance. Where the Supplier uses its own standard terms, ARIA 3A declares already before the Purchase Contract is concluded that it does not intend to conclude it on the basis of Art. 385^4 § 1 KC (Art. 385^4 § 2 KC).
4. Each version of the GTCP has a number and date. Amendments do not apply to Purchase Contracts already concluded; a new version binds the Supplier in Purchase Contracts concluded after it was delivered.
5. In relation to a Supplier who is a natural person and for whom the Purchase Contract is not of a professional nature (Art. 385^5 KC), § 8.1 first sentence, § 9.1, § 9.3 and § 14.2 apply only to the extent they are not unfair terms (Arts. 385^1 and 385^3 KC). The sale of a farmer's own produce is of a professional nature for that farmer.

§ 3. SUPPLIER'S OFFER AND CONCLUSION OF THE PURCHASE CONTRACT

1. A Supplier who has received these GTCP makes its offer with a price for **7 days** from its delivery to ARIA 3A unless it states another period. ARIA 3A may present the Goods from that offer to its Customers without disclosing the Supplier.
2. The Purchase Contract is concluded when the Supplier confirms the Purchase Order without changes in documentary form. A Purchase Order not confirmed within **1 business day** lapses unless ARIA 3A extends the period in documentary form.
3. A confirmation with changes is a new offer of the Supplier; it binds only once accepted by ARIA 3A.
4. **Conditional order (back-to-back).** ARIA 3A may place a Purchase Order subject to the conclusion of a sales contract with the Customer or the opening of a letter of credit by the Customer. If the condition is not met within the period stated in the Purchase Order, the Purchase Contract lapses without penalties or damages for either party.
5. Declarations of ARIA 3A on concluding or amending a Purchase Contract are made by a member of the Management Board or a commercial proxy (prokurent) in accordance with the rules of representation, or by an attorney of ARIA 3A. Enquiries, requests for prices and other messages — including those prepared automatically by the ARIA 3A system — are not Purchase Orders. Silence of ARIA 3A in response to a Supplier's offer does not mean its acceptance, also in an ongoing business relationship (Art. 68^2 KC does not apply).

§ 4. PRICE

1. The price is fixed, net, in the currency of the Purchase Contract, per metric tonne (or per unit stated in the Purchase Contract), on an Incoterms® 2020 basis with place. After the Purchase Contract is concluded the Supplier does not change the price.
2. The price covers: Goods conforming to the Specification, packaging (where the Goods are not in bulk), loading onto the means of transport of ARIA 3A or its carrier, marking, export clearance (for FCA and higher rules) and the Documents under § 7.3.

3. Invoicing follows the quantity actually loaded, determined on a legally verified scale (§ 6.5).

§ 5. PAYMENT

1. Unless the Purchase Contract states otherwise, ARIA 3A pays **after loading of the Lot** and receipt of copies of the full set of Documents, within **5 business days** of loading and receipt of scans of the full set of Documents. Prepayment — only if the Purchase Contract provides for it.
2. Payment is made when ARIA 3A's account is debited. ARIA 3A pays only to the Supplier's account stated in the Purchase Contract (or, if none is stated, on the first invoice under the Purchase Contract). **A change of bank account** requires a letter signed by a person authorised to represent the Supplier (the original or its scan sent by e-mail) and a telephone confirmation which ARIA 3A obtains at the Supplier's number stated in the Purchase Contract or in previous correspondence — never at a number given in the message announcing the change. An e-mail, a messenger message or an invoice showing a different account number alone does not change the account. Until confirmation ARIA 3A withholds payment without interest or penalties (it is not in delay). A Polish Supplier gives an account listed in the VAT taxpayer register ("white list"); ARIA 3A may pay using the split payment mechanism.
3. **Transferable letter of credit.** Where the Customer pays by a transferable letter of credit (UCP 600), ARIA 3A may pay the Supplier by transferring it (Art. 38 UCP 600). In that case:
   a) the Supplier provides its full company name and address, bank name, SWIFT/BIC and IBAN within 2 business days of the request;
   b) the transferred credit may have a lower amount (the purchase price) and shorter loading, expiry and presentation periods, and ARIA 3A may substitute its own invoice for the Supplier's invoice;
   c) the Supplier prepares the Documents strictly according to ARIA 3A's instructions and the terms of the credit (names, quantities, dates, consignee and notify details, number of originals and copies);
   d) on the day of loading the Supplier sends ARIA 3A scans of all Documents for checking and presents the originals to the bank only after ARIA 3A's approval;
   e) bank fees for discrepancies in the Supplier's Documents and the costs of correcting and re-presenting them are borne by the Supplier; the Supplier always bears the fees of its own bank;
   f) payment under the transferred credit constitutes payment of the price in that amount.
4. ARIA 3A may set off contractual penalties, costs and damages due from the Supplier against the price. The Supplier does not set off its receivables against those of ARIA 3A without ARIA 3A's consent in documentary form.
5. Until a claim is resolved (§ 8) ARIA 3A may withhold payment for the claimed part of the Lot.

§ 6. LOADING AND DELIVERY

1. Delivery terms follow the Incoterms® 2020 rule with place stated in the Purchase Contract. If none is stated, **FCA Supplier's warehouse / plant** applies.
2. **The loading date is of the essence**: ARIA 3A buys for a delivery date agreed with its Customer. The Supplier warns ARIA 3A of any risk of delay without delay, at the latest within 24 hours of its occurrence.
3. Where transport is arranged by ARIA 3A (EXW / FCA), the Supplier loads the vehicle within **24 hours** of its arrival within the agreed window. For longer standing time for reasons attributable to the Supplier, the Supplier pays the rates of GTCS § 7.5 (truck EUR 250 net per commenced day; wagons at hourly rates; vessel — demurrage under the charter party).
4. Before loading, the Supplier checks the cleanliness and suitability of the means of transport and refuses to load an unsuitable vehicle, notifying ARIA 3A. The Supplier does not pass commercial information (prices, the Supplier's contact details for the Customer) to the driver or carrier.
5. Quantity is determined on a legally verified scale at the place of loading (weighbridge ticket) and, for vessels, by the draft survey report of an independent inspector. Quantity tolerance: as in the Purchase Contract and, if not stated, **±5 %** at ARIA 3A's option.
6. The Supplier allows ARIA 3A or an inspector designated by it (e.g. SGS, Bureau Veritas, Intertek, Control Union) to attend loading, check the weight and draw samples. An umpire sample is drawn from each Lot, sealed and kept for **3 months** from loading (for sea transport — 3 months from unloading).
7. Risk passes to ARIA 3A under the Incoterms® 2020 rule. Title passes on delivery of the Goods; any retention of title by the Supplier does not bind ARIA 3A unless the Purchase Contract states otherwise.

§ 7. QUALITY, ORIGIN AND DOCUMENTS

1. The Goods conform to the Specification in the Purchase Contract. ARIA 3A may include in the Specification and in the list of Documents the requirements of its Customer and of the letter of credit — the Supplier confirms them before the Purchase Contract is concluded.
2. The Supplier guarantees that the Goods:
   a) are sound, merchantable, free of foreign odour and pests, of the declared crop year and origin;
   b) comply with EU food or feed law (in particular contaminants, mycotoxins, pesticide residues, undesirable substances in feed, GMO labelling) where the Goods are placed on the EU market;
   c) do not originate from the temporarily occupied territories of Ukraine nor — unless the Purchase Contract expressly states such origin after ARIA 3A has checked sanctions and duties (Regulations 833/2014, 765/2006, 2024/1586) — from Russia or Belarus; are not subject to sanctions and are the Supplier's property, free of third-party rights;
   d) conform to the declarations made by the Supplier (non-GMO, ISCC, organic, etc.).
3. For each Lot the Supplier provides the Documents listed in the Purchase Contract and at least: invoice, packing list, lot quality certificate (CoA) or test report, certificate of origin, transport document and — where required by law or by the Customer — phytosanitary or veterinary certificate, export

declaration and others. Documents required by the authorities of the country of destination are provided at ARIA 3A's request at the latest on the day of loading or, if the request came later, within 3 days.

4. Documents are issued according to ARIA 3A's instructions (consignee, notify, description of the Goods). Without ARIA 3A's instruction the Supplier does not enter the Customer's details in the Documents and does not enclose its prices, offers or contact details.
5. Goods with a shelf life have at least **80 %** of their total shelf life remaining on the day of loading.
6. ARIA 3A does not require commercial samples before the Purchase Contract is concluded; the Specification and the Supplier's Documents are the basis. The Supplier sends photographs of the Goods and packaging at ARIA 3A's request.
7. **Test tolerance.** A test result outside the guaranteed value in the Specification (min./max.) is a defect of the Goods. The tolerance under GTCS § 9.2 (1.5 percentage points) is granted to ARIA 3A's Customers on acceptance; it applies to the Supplier only where the Purchase Contract expressly provides for it — and never to a greater extent than the tolerance granted to the ARIA 3A Customer in the sale contract for the same Goods (a deviation the Customer is not obliged to accept is a defect towards ARIA 3A also on the Supplier's side). Maximum levels set by law (mycotoxins, pesticide residues, undesirable substances in feed) always apply, without tolerance.

§ 8. CLAIMS

1. Art. 563 KC (duty to inspect and notify within a set time) does not apply. ARIA 3A notifies a claim in documentary form within **5 business days** of receiving the Customer's claim or of discovering the defect, and no later than **90 days from loading**.
2. The result of testing the umpire sample from loading, or of a sample drawn at unloading by an independent inspector or an accredited laboratory (e.g. SGS, Bureau Veritas, Intertek, Eurofins, J.S. Hamilton), is binding. A defect is presumed to have existed when risk passed if the seals were intact.
3. The Supplier responds to a claim within **5 business days**; no response means acceptance of the claim.
4. If a claim is justified, the Supplier, at ARIA 3A's option: reduces the price, delivers the missing quantity or replaces the Lot, or collects the defective Goods at its own cost within 5 days of the demand. If it fails to collect them in time, ARIA 3A may sell the Goods for the Supplier's account at the obtainable price or dispose of them at the Supplier's cost.
5. **Back-to-back recourse.** The Supplier reimburses ARIA 3A for everything ARIA 3A paid or lost towards its Customer because of a defect, shortage, error in the Documents or delay of the Supplier: price reductions, contractual penalties, costs of transport, storage, reloading, testing, disposal and bank fees.

§ 9. DELAY, NON-PERFORMANCE AND THE SUPPLIER'S CONTRACTUAL PENALTIES

1. For delay in loading or in delivering the Documents the Supplier pays a contractual penalty of **0.5 % of the net value of the delayed Lot per day**, up to **10 %** of that value.
2. Where the delay exceeds **5 days**, ARIA 3A may, without setting an additional deadline and within 180 days of the start of the delay:
   a) withdraw from the unperformed part of the Purchase Contract, or
   b) buy substitute Goods from a third party at the Supplier's cost (price difference, transport, additional costs).
3. For non-performance of the Purchase Contract, withdrawal for reasons attributable to the Supplier or sale of the Goods to someone else, the Supplier pays a contractual penalty of **30 % of the net value of the unperformed part** of the Purchase Contract (the same as the Customer towards ARIA 3A — GTCS § 11).
4. Penalties do not exclude damages exceeding their amount (Art. 484 § 1 KC), including reimbursement of costs under § 8.5.

§ 10. CONFIDENTIALITY AND NON-CIRCUMVENTION

1. The Supplier keeps confidential the Purchase Orders, prices, Specifications and all information about ARIA 3A and its Customers.
2. If the Supplier learns the identity of the Customer (from the Documents, the unloading address, the carrier, the letter of credit or otherwise), for **24 months** after the last delivery to ARIA 3A it shall not contact the Customer about the sale of goods of the same or similar kind bypassing ARIA 3A — directly, through affiliated companies or through intermediaries. The Supplier forwards to ARIA 3A any enquiry the Customer addresses to it.
3. For each breach of § 10.1 or § 10.2 the Supplier pays a contractual penalty of **10 % of the net value of the transaction concluded with the Customer bypassing ARIA 3A, not less than EUR 5,000**; damages exceeding the penalty remain recoverable (including ARIA 3A's lost margin).

§ 11. FORCE MAJEURE

1. GTCS § 13 applies accordingly to force majeure, provided that an event affecting the Customer which prevents it from taking delivery or paying (e.g. an import ban, closure of the border in the country of destination) is also force majeure for ARIA 3A towards the Supplier.
2. Lack of Goods at the Supplier, an increase in market prices, lack of transport on the Supplier's side and acts of its sub-suppliers are not force majeure unless they result from an event under GTCS § 13.1.

§ 12. SANCTIONS, COMPLIANCE AND ETHICS

1. The Supplier makes the representations of GTCS § 14.1 accordingly and, at ARIA 3A's request, provides registration documents, beneficial owner data and evidence of the origin of the Goods.
2. The Supplier does not offer employees or associates of ARIA 3A any benefits in connection with a purchase. A breach entitles ARIA 3A to withdraw from the Purchase Contract within 180 days of learning of it.

§ 13. PERSONAL DATA AND COMMUNICATION

GTCS § 16 applies accordingly. Confirmation of a Purchase Order, claims and withdrawal require documentary form (e-mail);

arrangements in messengers (WhatsApp, Telegram, Viber) only prepare them.

§ 14. GOVERNING LAW, DISPUTES AND FINAL PROVISIONS

1. These GTCP and the Purchase Contract are governed by Polish law (Art. 3 of the Rome I Regulation). The Vienna Convention on Contracts for the International Sale of Goods of 11.04.1980 is excluded in its entirety (Art. 6 of the Convention).
2. The parties first try to settle a dispute by negotiation for 14 days from a demand; disputes are then resolved exclusively by the Polish courts — the common court competent for the registered office of ARIA 3A (Szczecin), also in relation to a Supplier established in another country (Art. 25 of the Brussels I bis Regulation, Art. 1104 of the Polish Code of Civil Procedure).
3. Invalidity of one provision does not affect the others; the parties replace it with the provision closest to its economic purpose.
4. These GTCP are drawn up in Polish. This English version (GTCP) and other translations are for convenience only; in case of discrepancy the Polish version prevails.
5. GTCP (OWZ) ARIA 3A v1.0 of 19.11.2026 bind the Supplier in Purchase Contracts concluded after they were delivered or made available under § 2.1. Current version and PDF: www.aria3a.com/en/owz.