ARIA 3A
AGRI TRADING

ARIA 3A Spółka z ograniczoną odpowiedzialnością
ul. Wielkopolska 27 lok. 1, 70-451 Szczecin, Polska
NIP 8513286827 · KRS 0001012693 · REGON 524147938
+48 720 821 207 · biuro@aria3a.com · aria3a.com

General Terms and Conditions of Sale of ARIA 3A Sp. z o.o. (GTCS)

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

§ 1. SELLER 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, aria3a.com.
2. **Buyer** — a business (including a farmer running a farm) buying Goods from ARIA 3A in connection with its business activity. These GTCS do not apply to consumers; § 2.6 also applies to a Buyer who is a natural person.
3. **Goods** — agricultural, food, feed, fertiliser or other goods specified in the Contract.
4. **Lot** — the quantity of Goods shipped in one means of transport: truck (full truck 22–24 t), container, rail wagon or vessel.
5. **Indicative Offer** — information on price and terms marked as indicative ("indicative price, not binding"). It is an invitation to negotiate (Art. 71 of the Polish Civil Code, "KC"), not an offer within the meaning of Art. 66 KC.
6. **Firm Offer** — an offer of ARIA 3A marked as firm (binding), stating price, quantity, Incoterms rule with place, time and currency.
7. **Order** — the Buyer's declaration of intent to purchase Goods (e-mail, form, signed Contract).
8. **Contract** — a sales contract concluded under § 4: a contract on the ARIA 3A form or an Order Confirmation — signed by both parties.
9. **Specification** — the quality parameters of the Goods stated in the Contract (e.g. the ARIA 3A specification sheet).
10. **Documentary form** — a declaration made as a document (Art. 77^2 KC), in particular an e-mail or a scan of a signed document.

§ 2. APPLICATION OF THE GTCS

1. These GTCS apply to all offers, Contracts and deliveries of ARIA 3A, provided the Buyer received them before the Contract was concluded in a form allowing them to be downloaded, stored and reproduced (Art. 384 § 1 and § 4 KC) — in particular as a PDF attachment to an offer, Order Confirmation or Contract, or through an express reference in the offer or Contract to www.aria3a.com/en/ows (Polish version: www.aria3a.com/pl/ows), where they are available for download as PDF.
2. Order of precedence: (1) the Contract, (2) these GTCS, (3) Incoterms® 2020, (4) statutory law. A Contract provision prevails over the GTCS.
3. The Buyer's general purchasing terms, rules of exchanges and chambers and any other standard terms do not bind ARIA 3A unless ARIA 3A expressly accepts them in the Contract in writing or in documentary form. Performance of the Contract does not mean their acceptance. Where the Buyer uses its own standard terms, ARIA 3A declares already before the Contract is concluded that it does not intend to conclude it on the basis of Art. 385^4 § 1 KC (omitting the conflicting provisions of both sets of terms) — the Contract is concluded on the terms of the Contract and these GTCS (Art. 385^4 § 2 KC).
4. Each version of the GTCS has a number and date. Amendments do not apply to Contracts already concluded: a Contract is governed by the version the Buyer received before its conclusion. A new version binds the Buyer in Contracts concluded after it was delivered; in a framework agreement for an indefinite period Art. 384^1 KC applies. ARIA 3A makes previous versions available on request.
5. Failure by ARIA 3A to exercise a right under these GTCS is not a waiver of that right.
6. **Business acting with consumer protection.** A Buyer who is a natural person and for whom the Contract is not of a professional nature (Art. 385^5 KC, Art. 7aa of the Polish Consumer Rights Act) states this in the Order. In relation to such a Buyer, § 10.2 second sentence, § 11.1, § 12.1–12.2 and § 17.3 do not apply: the Buyer's rights in case of non-conformity of the Goods are governed by the Consumer Rights Act, and disputes are resolved by the court competent under general rules. The other provisions of these GTCS bind such a Buyer to the extent they are not unfair terms (Art. 385^1 KC).

§ 3. OFFERS

1. An Indicative Offer does not oblige ARIA 3A to sell. ARIA 3A confirms price, availability and timing before accepting an Order.
2. A Firm Offer is valid for **7 days** from its date unless the offer states otherwise. Its acceptance by the Buyer (without reservations — Art. 68^1 § 2 KC; a reply with any change or addition is a new Order) obliges the parties to sign a Contract on its terms; the Contract is concluded only when signed by both parties (§ 4).
3. An offer states: the Goods and parameters, quantity (or minimum Lot), net unit price, Incoterms® 2020 rule with place, loading or delivery period, currency and payment terms.
4. If the offer does not state a place of delivery, the price is calculated to the place named in the offer (e.g. the capital of the Buyer's country); ARIA 3A recalculates it once the place is given.

5. ARIA 3A does not send samples before the Contract is concluded. The Goods are assessed on the basis of the Specification, photographs and quality documents. Parameters marked as "typical values" are for information only; only parameters entered in the Specification as guaranteed (min./max.) are guaranteed.

§ 4. CONCLUSION OF THE CONTRACT

1. The Contract is concluded only when it is signed by both parties — by persons authorised to represent the Buyer and ARIA 3A (§ 4.3). This reserved form has the effect of Art. 76 KC: until then no contract is concluded, even if the Buyer has accepted an offer or sent an Order.
2. Signature: handwritten (original or a scan sent by e-mail) or a qualified electronic signature. A company stamp is not required. Amendments — in the same form (an annex signed by both parties).
3. Declarations of ARIA 3A on concluding or amending a 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. Informational messages, answers to enquiries and Indicative Offers — including those prepared automatically by the ARIA 3A system — are not declarations concluding a Contract. Silence of ARIA 3A in response to an Order does not mean its acceptance, also in an ongoing business relationship (Art. 68^2 KC does not apply).
4. E-mails and messenger messages without a signed Contract neither conclude nor amend a Contract. Art. 66^1 § 1–3 KC does not apply.
5. With the Order, the Buyer provides full company details (name, address, VAT/EU VAT number, registry number or equivalent), the person authorised to sign, the full unloading address and — for goods from outside the EU — the import customs clearance address.

§ 5. PRICE AND QUANTITY

1. Prices are net prices in the Contract currency, per metric tonne (or per unit stated in the Contract), on an Incoterms® 2020 basis with place. VAT is added as required by law.
2. Customs duties, excise and other public charges are borne by the party designated by the Incoterms® rule. If, after the Contract is concluded and before delivery, a charge borne by ARIA 3A under the Contract is introduced or increased (e.g. customs duty, anti-dumping duty, border fee), ARIA 3A may increase the price by its amount. The Buyer may then withdraw from the unperformed part of the Contract within 3 business days of the notice, without penalty.
3. Quantity is subject to a tolerance of **±10 %** at ARIA 3A's option unless the Contract states otherwise. Invoicing follows the quantity actually delivered.
4. Invoicing is based on the weight determined at loading on a legally verified scale (weighbridge ticket, CMR / CIM / SMGS consignment note, bill of lading or draft survey report) unless the Contract states otherwise. For DAP / DDP deliveries, a difference between loading and unloading weight of up to **0.5 %** is natural transit loss and not a shortage; a larger difference may be the subject of a quantity claim (§ 10), provided the unloading weight comes from a legally verified scale and the seals were intact.

§ 6. PAYMENT

1. Unless the Contract states otherwise, the Buyer pays **100 % of the Lot price after loading**, against an (pro forma) invoice and the loading document, at the latest before unloading. For goods from outside the EU: after loading and export clearance, at the latest before import clearance and unloading. Cash on delivery is not offered.
2. ARIA 3A may make the conclusion of a Contract or the dispatch conditional on an **advance payment of up to 50 % or 100 % prepayment**, in particular from a Buyer without a trading history or without data allowing verification.
3. **Documentary letter of credit.** Where the Contract provides for a letter of credit (L/C):
   a) it is an irrevocable and **transferable** documentary L/C subject to UCP 600 (ICC, 2007 revision) and ISBP 821; the applicant (importer) is the Buyer, the first beneficiary is ARIA 3A and the transferring bank is the bank designated by ARIA 3A; the L/C is payable at sight against documents and allows transfer and substitution of the invoice;
   b) the Buyer sends the L/C draft (MT700) to ARIA 3A for approval **before** issuance; ARIA 3A approves it or requests changes;
   c) the Buyer opens the L/C within **5 business days** of conclusion of the Contract; the loading period runs from the day ARIA 3A receives the advice of an L/C conforming to the approved draft;
   d) the Buyer's bank charges (issuance, amendments, confirmation) are for the Buyer; bank charges on ARIA 3A's side (advice, transfer, payment) are included in the price for payment by L/C stated in the offer ("price with L/C");
   e) failure to open the L/C in time is treated as cancellation of the Order (§ 11.1).
4. **Deferred payment** (after unloading or within N days) is possible only if the Contract provides for it and the Buyer has a trade credit limit granted by ARIA 3A's credit insurer. If the limit is not granted, is withdrawn, reduced or exceeded, the Buyer pays under § 6.1 or § 6.2, also during performance of the Contract.
5. Payment is made when the amount is credited to the ARIA 3A account stated in the Contract or on the invoice. **A change of bank account** requires a letter signed by a person authorised to represent ARIA 3A (the original or its scan sent by e-mail) and a telephone confirmation which the Buyer obtains at the ARIA 3A number stated in the Contract or on aria3a.com (+48 720 821 207) — 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 the Buyer withholds payment — without interest for that period, provided it notifies ARIA 3A without delay. Payment to an account not confirmed in this way does not discharge the debt.
6. In domestic (Polish) sales the split payment mechanism applies where required by law.
7. In case of late payment ARIA 3A may:

a) charge statutory interest for late payment in commercial transactions (Art. 7 of the Polish Act of 8 March 2013 on counteracting excessive delays in commercial transactions) and claim compensation for recovery costs — the equivalent of EUR 40 (debt up to PLN 5,000), EUR 70 (above PLN 5,000 and below PLN 50,000) or EUR 100 (PLN 50,000 or more) — and reimbursement of reasonable recovery costs exceeding that amount (Art. 10 of that Act);

b) suspend dispatch and release of further Lots under this and other Contracts until payment;

c) where payment is more than **7 days** late — sell undelivered Goods to a third party for the Buyer's account;

d) where payment is more than **14 days** late — withdraw from the unperformed part of the Contract without setting an additional deadline, within 180 days of the due date; the right to interest, penalties and damages remains;

e) report the debt to a business information bureau in accordance with the law.

8. A claim does not suspend payment. The Buyer may not set off its receivables against the price without ARIA 3A's consent in documentary form.

§ 7. DELIVERY AND INCOTERMS® 2020

1. Delivery terms follow the Incoterms® 2020 rule with place stated in the Contract (most often EXW, FCA, CPT, DAP, DDP, FOB, CFR, CIF). In domestic trade the rules apply accordingly. If the Contract names no rule, **FCA place of loading designated by ARIA 3A** applies.
2. If no time is agreed: delivery / loading **within 1 month** of the Contract (and, with an L/C, of its advice). A period stated as a range (e.g. "week 48") is met by loading or delivery within that range.
3. A Contract for several Lots is performed in Lots. Each Lot is a separate performance: delay or defect of one Lot does not entitle the Buyer to withdraw from the other Lots unless their performance has lost its value for the Buyer.
4. For collection (EXW / FCA) the Buyer provides a roadworthy, clean means of transport suitable for the Goods within the agreed window and gives driver and vehicle details in advance.
5. For delivered terms (CPT / DAP / DDP) the Buyer ensures unloading within **24 hours** of the vehicle's arrival. Longer standing time is charged as follows:

   a) truck — EUR 250 net per commenced day;

   b) rail wagon — PLN 23 per wagon per hour for the first 24 hours, PLN 31 per wagon per hour from 25 to 72 hours, PLN 39 per wagon per hour above 72 hours;

   c) vessel — demurrage under the contract of carriage (charter party), passed on to the Buyer as actually charged. Standing time is evidenced by the consignment note or another transport document.

6. If the Buyer fails to take delivery on time, ARIA 3A may store the Goods at the Buyer's cost and risk and, after **7 days** of delay and notice to the Buyer in documentary form, sell them to a third party for the Buyer's account (Art. 551 KC) or withdraw from the uncollected part of the Contract within 180 days of the collection date (§ 11 applies accordingly).
7. ARIA 3A informs the Buyer without delay of an expected delay. A delay of up to **14 days** is not a breach of the Contract. After that period the Buyer may set ARIA 3A an additional period of at least 7 days and, if it expires to no effect, withdraw from the unperformed part of the Contract.

§ 8. RISK AND TITLE

1. Risk of loss of or damage to the Goods passes to the Buyer under the Incoterms® 2020 rule stated in the Contract and, if the Buyer delays taking delivery, on the day the Goods were to be collected.
2. **Retention of title.** The Goods remain the property of ARIA 3A until the full price of the Lot is paid (Art. 589 KC). Until then the Buyer stores the Goods separately or — where that is impossible for bulk goods — may sell or process them only in the ordinary course of business. As security for the price the Buyer hereby assigns to ARIA 3A its receivables from the resale of the Goods up to the unpaid price; the Buyer may collect them as long as it is not late with payment. Where payment is made by L/C, title passes upon payment by the bank.
3. The retention of title is stated in writing in the Contract or the Order Confirmation (Art. 590 § 1 KC). At ARIA 3A's request the Buyer signs it in a way that gives it a certain date (Art. 81 KC, e.g. a qualified electronic signature with a qualified time stamp) and, where the Goods are outside Poland, performs the acts required by the law of the place where the Goods are located for the retention to be effective against third parties.

§ 9. QUALITY AND DOCUMENTS

1. The Goods conform to the Specification in the Contract. If the Contract has none — fair average quality for goods of that kind and origin (sound, merchantable, free of foreign odour and live pests).
2. **Test tolerance.** The permissible deviation of a laboratory result from the parameter value in the Specification is, for each parameter expressed in per cent, **up to 1.5 percentage points (absolute value)** — e.g. for protein min. 36 % the Goods are accepted without claim down to 34.5 %, for moisture max. 14 % up to 15.5 %; for a parameter expressed in another unit (e.g. falling number in seconds, ICUMSA colour) — up to 1.5 % of the parameter value. A deviation within this limit is not a defect. The tolerance does not apply to maximum levels set by law (e.g. mycotoxins, pesticide residues, undesirable substances in feed).
3. For each Lot ARIA 3A provides the documents listed in the Contract, in particular: invoice, transport document, lot quality certificate or ARIA 3A specification sheet, certificate of origin and — where required by law — phytosanitary, veterinary or other certificates. Documents not listed in the Contract are provided against reimbursement of costs, if ARIA 3A can obtain them.
4. Quality documents are documents of the Lot. The producer's name and place of loading appear in them only where required by law, the L/C or the Contract.
5. Quality is determined:

a) for EXW, FCA, FOB, CFR, CIF — **at the place of loading**, on the basis of the lot quality certificate or the report of an independent inspector (e.g. SGS, Bureau Veritas, Intertek, Control Union) if the Contract provides for one; the result is final;

b) for CPT, CIP, DAP, DDP — **at the place of unloading**, subject to § 10.

6. ARIA 3A is not liable for the fitness of the Goods for a purpose not stated in the Contract. A Buyer processing the Goods or placing them on the market as feed or food tests them before further use.

§ 10. CLAIMS

1. The Buyer checks quantity, packaging, seals and visible features of the Goods on unloading (collection). Shortages and damage are noted on the transport document (CMR / CIM) in the presence of the driver or carrier and photographed.
2. Quantity and quality claims are notified in documentary form to biuro@aria3a.com within **3 days of unloading** (collection) of the Lot. Late claims will not be considered — the Buyer's rights for defects and shortages of that Lot expire.
3. A claim states: Contract and Lot number (vehicle / wagon / B/L number), description of the defect, photographs, quantity affected and the remedy requested. For a quality defect the Buyer, within the same period, draws a sample of the Lot in the presence of the driver or a representative of ARIA 3A (or invites ARIA 3A to attend), seals it and keeps it until resolution.
4. The Buyer attaches to the claim the test result of a laboratory accredited for the parameter concerned (e.g. SGS, Bureau Veritas, Intertek, Eurofins, J.S. Hamilton); if the test is not yet ready, the claim names the laboratory and the date of the order, and the Buyer delivers the result no later than **7 days after unloading**. The cost of testing is borne by the party whose position the test does not confirm. In case of discrepancy, the test of the umpire sample in a laboratory agreed by the parties is decisive.
5. Until the claim is resolved the Buyer keeps the claimed Goods separately and does not mix, process or sell them unless ARIA 3A agrees. Mixing or processing the Goods before sampling excludes a quality claim.
6. ARIA 3A responds to a complete claim within **14 days**. Absence of a response within that period does not mean acceptance; the Buyer may then pursue claims under § 12.
7. If a claim is justified, ARIA 3A at its option: reduces the price in proportion to the defect (also under a discount table in the Contract), delivers the missing quantity or replaces the defective Lot. The Buyer may withdraw from the Contract only as regards the defective Lot, only for a material defect preventing use of the Goods under the Contract and only within **14 days** of ARIA 3A's response to the claim or of the expiry of the period in § 10.6.

§ 11. CANCELLATION OF THE ORDER AND BUYER'S CONTRACTUAL PENALTIES

1. Cancellation of the Order or refusal to take delivery after the Contract is concluded — before or after loading — obliges the Buyer to pay a contractual penalty of **30 % of the value** of the cancelled part of the Contract. The amount reflects that ARIA 3A buys the Goods and books transport for the specific Contract.
2. The standing-time charges (§ 7.5) and the penalty under § 11.1 do not exclude damages exceeding the penalty under general rules (Art. 484 § 1 KC), in particular the price difference on resale to a third party and transport and storage costs.
3. ARIA 3A may set off penalties and damages against any amount due to the Buyer.

§ 12. LIABILITY OF ARIA 3A

1. Statutory warranty for physical defects (rękojmia) is excluded between the parties (Art. 558 § 1 KC), subject to Art. 558 § 2 KC (fraudulent concealment of a defect). ARIA 3A is liable for quality and quantity of the Goods under § 9 and § 10.
2. ARIA 3A's liability under the Contract — for defects, delay and non-performance — is limited to the net value of the Lot concerned and excludes loss of profit, production downtime, penalties paid by the Buyer to its customers and indirect damage.
3. The limitations in § 12.1–12.2 do not apply to damage caused intentionally or through gross negligence (Art. 473 § 2 KC) or to liability that cannot be excluded by law (in particular for personal injury and for dangerous products — Art. 449^1 et seq. KC).

§ 13. FORCE MAJEURE

1. A party is not liable for delay in or non-performance of the Contract caused by an external event which it could not foresee when concluding the Contract and could not prevent, in particular: hostilities and attacks on infrastructure, closure of or restrictions at border crossings, ports, sea corridors and railways, border blockades, export or import bans and quotas, new sanctions, embargoes, decisions of authorities, natural disasters, fire, epidemics, strikes and breakdowns at carriers.
2. An event under § 13.1 affecting the producer or supplier of the Goods or the carrier, which prevents ARIA 3A from performing the Contract, is also force majeure.
3. A situation known on the day the Contract is concluded (e.g. the ongoing armed conflict in Ukraine) is not force majeure, but a **new** circumstance of it arising after the Contract (e.g. a new crossing closure, a new ban, destruction of a terminal) is.
4. The affected party notifies the other within **48 hours** of becoming aware and states the expected duration. Deadlines are extended by the duration of the impediment.
5. If the impediment lasts more than **30 days**, either party may withdraw from the unperformed part of the Contract within the following 30 days, without penalties or damages. Amounts paid for undelivered Goods are refunded.

§ 14. SANCTIONS AND COMPLIANCE

1. The Buyer represents that neither it nor its owners, officers or the recipients of the Goods are subject to EU, UN, UK or US sanctions (in particular Council Regulations (EU) No 833/2014, 269/2014 and 765/2006).

2. The Buyer will not sell or export the Goods, directly or indirectly, to Russia or Belarus or for use there where sanctions law prohibits it.
3. ARIA 3A may suspend or withdraw from the Contract without compensation if performance would breach sanctions or anti-money laundering law and the Buyer fails to provide the required information (including on the beneficial owner) within 7 days. ARIA 3A may exercise this right of withdrawal within 180 days of learning of the impediment.

§ 15. CONFIDENTIALITY AND PROTECTION OF BUSINESS RELATIONSHIPS

1. The Buyer keeps confidential the prices, Contract terms and information about ARIA 3A, except information that is public or disclosed at the request of an authority.
2. If the Buyer learns from the Lot documents (certificate of origin, consignment note, bill of lading) the identity of a producer, supplier or carrier of ARIA 3A, the Buyer shall not, for **24 months** after the last delivery, buy goods of the same kind from them bypassing ARIA 3A, directly or through third parties. For each breach the Buyer pays a contractual penalty of **10 % of the net value of the transaction concluded bypassing ARIA 3A, not less than EUR 5,000**; damages exceeding the penalty remain recoverable.

§ 16. PERSONAL DATA AND COMMUNICATION

1. ARIA 3A is the controller of the personal data of a Buyer who is a natural person and of the Buyer's contact persons (name, position, e-mail, telephone — received from the Buyer or from correspondence). Data are processed to conclude and perform the Contract (Art. 6(1)(b) GDPR), to comply with tax and accounting obligations (Art. 6(1)(c)) and for communication on the Contract and pursuit of claims (legitimate interest — Art. 6(1)(f)), for the duration of the cooperation and then until the limitation period of claims and the retention period of accounting records expire. Recipients may include carriers, forwarders, quality inspectors, banks, the credit insurer, IT and e-mail service providers, legal and tax advisers and public authorities. Data are transferred outside the EEA under Arts. 45–46 GDPR or, where necessary to perform a Contract with a counterparty outside the EEA, Art. 49(1)(b) and (c) GDPR. Data subjects have the right of access, rectification, erasure, restriction, portability, objection to processing based on Art. 6(1)(f) and to lodge a complaint with the President of the Polish Personal Data Protection Office (UODO). Providing data is voluntary, but without it a Contract cannot be concluded. The Buyer passes this information on to its contact persons. More: www.aria3a.com/en/polityka-prywatnosci; contact: biuro@aria3a.com.
2. Declarations concerning the Contract (conclusion, amendment, claim, withdrawal, demand) are made in documentary form to the e-mail addresses stated in the Contract. Messages in messengers (WhatsApp, Telegram, SMS) serve day-to-day arrangements and do not replace such declarations.

§ 17. GOVERNING LAW AND DISPUTES

1. These GTCS and the Contract are governed by Polish law (Art. 3 of the Rome I Regulation). The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11.04.1980) is excluded in its entirety under its Art. 6.
2. The parties first try to settle a dispute by negotiation for 14 days from a demand in documentary form describing the subject and value of the dispute.
3. The Polish courts have exclusive jurisdiction; the common court competent for the registered office of ARIA 3A (Szczecin) has territorial jurisdiction. This also applies to a Buyer established in another country (Art. 25 of the Brussels I bis Regulation, Art. 1104 of the Polish Code of Civil Procedure).

§ 18. FINAL PROVISIONS

1. Invalidity of one provision does not affect the others; the parties replace it with the provision closest to its economic purpose.
2. These GTCS are drawn up in Polish. This English version (GTCS) is a translation; in case of discrepancy the Polish version prevails.
3. GTCS (OWS) ARIA 3A v1.0 of 19.11.2026 bind the Buyer in Contracts concluded after they were delivered or made available under § 2.1. Current version and PDF: www.aria3a.com/en/ows.