

§ 1 Basic obligations of the Parties

1. The grower undertakes to buy seed potatoes from Agriana in the quantities indicated on the first page of this Contract, corresponding to the quality of Polish standards, for the price specified therein, and Agriana undertakes to sell seed potatoes under the conditions arising from these provisions.
2. The order is specified on the first page of the contracts.
3. Agriana undertakes to sell to the Grower seed potatoes purchased by him each time in the size specified on the first page of the Contract in natural proportions.
4. If Agriana is unable to sell seed potatoes in the size specified in the Contract, Agriana may sell seed potatoes of a different size, available as closest to those specified in the Contract.
5. The seed potatoes specified in the Contract will be sold only if the seed potatoes receive seed certification. If seed potatoes do not receive a certificate of qualification, the Parties will be released from their obligations under the Contract and they shall not be entitled to any mutual claims.

§ 2 Price

1. The Grower undertakes to pay Agriana the price specified on the first page of the Agreement plus VAT.
2. In the case of delivery by Agriana - pursuant to the provisions of § 1 para. 4 - seed potatoes in a size different from the size specified in the Contract, the price referred to in paragraph 1, shall be increased or reduced accordingly by the parties, and this shall take place in such a way that the planting cost per one hectare remains unchanged for the Grower.
3. The Grower undertakes to pay for seed potatoes within the period specified on the first page, to the bank account of Agriana BNP Paribas: account number: 42 1750 1325 0000 0000 2603 7131. The invoice will be issued by Agriana within the period specified in Polish law.
4. In the event of delay in settling payment for seed potatoes, Agriana will charge statutory interest for late payment in commercial transactions.

§ 3 Collection of seed potatoes

1. The Grower will collect seed potatoes in places indicated by Agriana, on dates agreed in each case with Agriana. All seed potatoes ordered by the Grower in a given season will be collected by him by 30 April at the latest in the planting period.
2. The risk of accidental loss or damage of seed potatoes passes to the Grower upon completion of the seed potatoes loading into his means of transport by Agriana.
3. If the customer wishes, Agriana may arrange the transport of seed potatoes to the place indicated by the Grower for an additional fee, each time agreed by the parties.
4. Agriana will prepare each lot of seed potatoes packed in big bags (bb).
5. The Grower will collect the seed potatoes by signing the shipping documents.

§ 4 Warrant

1. Agriana is responsible under the warranty for external physical defects of the seed potatoes sold, only if the Grower notifies Agriana about their detection within 2 days of receiving the seed potatoes.
2. Agriana is responsible under the warranty for hidden physical defects of seed potatoes sold, if the Grower immediately notifies Agriana about their detection, but no later than by the day the potato reaches 15 cm in height. Agriana is not responsible for any defects disclosed later.
3. Complaints and claims under the warranty for physical defects of seed potatoes sold should be submitted in writing, otherwise being null and void. Agriana, after receiving a complaint, may request from the Grower documents confirming the method and conditions of storage of seed potatoes. If the Grower do not submit such

documents, he loses the warranty rights.

4. Agriana's liability under the warranty for seed potatoes sold, or for failure to perform or improper performance of the contract for the sale of seed potatoes, is limited to the price for seed potatoes sold.

5. In the event of a dispute between the parties as to whether there are physical defects in the seed potatoes sold or their quality, the parties will submit the matter to an expert in potato cultivation, selected jointly from the list of independent experts in Gdańsk. The appraiser's judgment is final and binding on both parties. If the joint appraiser is not selected, he will be selected by the parties by lot. In other respects, disputes arising from this Contract shall be submitted by the parties to the court competent for the city of Gdańsk.

§ 5 Contractual penalty

1. If all or part of the seed potatoes ordered in a given season are not collected by 30 April each subsequent year, the Grower will pay Agriana a contractual penalty equal to the price for uncollected seed potatoes.
2. If seed potatoes are not collected by May 5, Agriana may retain the right to seek a contractual penalty, sell it to any third party, or use it in another way.

§ 6 The right of visitation

1. Agriana, during its working hours, provides Growers with access to stores in which seed potatoes, ordered by the Grower, are stored.
2. Agriana, during its working hours, provides Growers with access to their seed potato plantations, on which seed potatoes ordered by the Grower will be grown.

§ 7 Duration of the Contract and its termination

This contract is concluded for the period indicated on the first page of this contract.

§ 8 Change of the Contract

Changes to this Agreement must be in writing to be valid.

§ 9 Substantive law

In matters not covered by this Contract, the provisions of the Polish Civil Code shall apply.

§ 10 Copies of the Contract

This Contract has been drawn up in duplicate, one for each Party.

§ 11 GDPR

The administrator of your data is Agriana Sp. z o.o., with its registered office in 82-224 Szymankowo, ul. Główna 9, NIP: 579-22-53-712. Agriana processes your data in accordance with applicable data protection laws.