

REGULATIONS OF THE FOODCOM.PL TRADING PLATFORM

1. DEFINITIONS

1. **Seller** - Foodcom S.A., registered office address: ul. Krzysztofa Komedy 2/3, 02-517 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, under KRS number: 0000527828, VAT: 521-368-02-86, share capital: PLN 1,600,000.00, paid-up capital: PLN 475,000.00, BDO 000586322, e-mail: foodcom@foodcom.pl, phone: +48 22 652 36 59;

2. **Buyer** - any entrepreneur within the meaning of art. 43¹ of the Polish Civil Code, including a legal person, an organizational unit without legal personality or a natural person conducting business activity, concluding a Reservation Agreement with the Seller as part of their business activity, via the Trading Platform;

3. **Party/Parties** - Buyer or Seller/Buyer and Seller;

4. **Trading Platform** - website foodcom.pl, run by the Seller;

5. **Order** - a statement regarding the intention to reserve the Goods, submitted by the Buyer to the Seller via the Trading Platform;

6. **Goods** - specific products available on the Trading Platform, which are the subject of the Reservation Agreement;

7. **Minimum Order** - the quantity of the Goods expressed in units of measurement (e.g. kg, l, MT) below which placing an Order is not possible;

8. **Reservation Agreement** - an agreement concluded on the Trading Platform between the Seller and the Buyer, the subject of which is the reservation of a specific amount of Goods at a specific Unit Price;

9. **Sales Agreement** - an agreement concluded on the Seller's form, specifying in particular the name of the Good and its description (specification) along with the required documentation, quantity, price, delivery date and payment date, on the basis of which the Seller sells the Good to the Buyer, and the Buyer undertakes to payment of the price for the Goods. The Sales Agreement is governed by the General Sales Conditions available at https://foodcom.pl/uploads/legal/Foodcom_OWS_ENG.pdf;

10. **Unit Price** - the value of the Goods expressed in relevant currency (e.g. PLN, EUR, USD) per unit of measure (e.g. kilogram, ton, liter). The Unit Price is a net price, not taking into account any public and legal charges, in particular taxes and other fees and charges, which the Buyer is separately obliged to incur;

11. **Price** - the value of the Goods expressed in relevant currency (e.g. PLN, EUR, USD), being the result of multiplying the Unit Price and the quantity of the Goods. The price is a net price, not taking into account any public and legal charges, in particular taxes and other fees and charges, which the Buyer is separately obliged to incur;

12. **Reservation Fee** - the amount corresponding to the value of 10% of the Price, paid by the Buyer to the Seller after placing the Order;

13. **Privacy Policy** - a document available at the internet address foodcom.pl/polityka-prawnosci/;

14. **Regulations** - this document specifying the rules for placing by the Buyer and execution by the Seller of Orders for Goods placed on the Trading Platform. The Regulations are subject to Polish law.

2. PLACEMENT OF ORDERS AND CONCLUSION OF A RESERVATION AGREEMENT

1. The Buyer places an Order by performing the following steps:

- entering the Trading Platform,
- selection of the Goods and their quantity (not less than the Minimum Order),
- indication of the Buyer's data (including name, registered office address, tax identification number) and selection of the method of delivery of the Goods,
- submitting a statement about reading and accepting the Regulations by checking the appropriate box (a necessary condition for placing an Order),
- submitting a declaration of consent to the processing of personal data (processing takes place in accordance with the Privacy Policy), by checking the appropriate box (a necessary condition for placing an Order),
- clicking on the "Book the product" field.

2. At the moment of placing the Order, a Reservation Agreement is concluded between the Seller and the Buyer regarding the Goods selected by the Buyer.

3. An accounting document which is the basis for payment of the Reservation Fee is sent to the e-mail address indicated by the Buyer when placing the Order.

4. The Seller undertakes to contact the Buyer within two working days from the date of crediting the Reservation Fee to the Seller's bank account in order to conclude the Sales Agreement. The Sales Agreement should be concluded within 5 working days from the date of crediting the Reservation Fee to the Seller's bank account.

5. The Buyer undertakes to conduct - in good faith - negotiations with the Seller regarding the conclusion of the Sales Agreement.

6. The Seller undertakes to conduct - in good faith - negotiations with the Buyer regarding the conclusion of the Sales Agreement.

7. The obligations described above in points 4 - 6 come into force provided that the Buyer pays the Reservation Fee to the Seller.

8. In the case of concluding a Sales Agreement, the Reservation Fee is counted towards the Price of the Goods.

9. If the Sales Agreement is not concluded for reasons attributable to the Seller or due to force majeure, the Reservation Fee will be returned to the Buyer within 5 working days from the expiry of the deadline for concluding the Sales Agreement. If the Sales Agreement is not concluded for other reasons, the Reservation Fee will be retained by the Seller.

3. INVOICE AND PAYMENT

1. The Buyer agrees to the Seller issuing invoices in electronic form and sending them to the e-mail address indicated in the Order.

2. Payments are made by bank transfer to the Seller's bank account each time indicated on the invoice and within the period specified therein.

3. After making the payment of the Reservation Fee by the Buyer, the Seller will verify the Buyer with the selected receivables insurance company. If such insurance company grants an insurance limit, the part of the Price falling within this limit shall be payable within 7 days from the date of delivery. The part of the Price above the limit will be paid in the form of a prepayment.

4. DELIVERY

1. When determining the terms of delivery and transport of the Goods, the Parties use the set of rules of the International Chamber of Commerce (Incoterms 2020) in international trade, and apply these rules accordingly in domestic trade.

2. The Unit Prices indicated on the Trading Platform take into account the application of the EX Works (EXW) rule, which means that the Seller delivers the Goods at the disposal of the Buyer (for example, in a factory or warehouse located in the European Union), and the place of delivery does not have to be the Seller's premises.

5. MISCELLANEOUS

1. These Regulations are available free of charge at:
https://foodcom.pl/uploads/legal/Terms_and_conditions_reservation.pdf

2. The Seller reserves the right to modify the Regulations at any time, however, the modification does not apply to Orders placed before the date of modification or Reservation Agreements concluded before that date. The provisions of the Regulations in force on the date of placing the Order by the Buyer shall apply to specific Orders and Reservation Agreements.

3. Each person using the Trading Platform is obliged to do so in a manner consistent with the law and decency, in particular respecting personal rights and copyrights and intellectual property rights made available by the Seller on the Trading Platform and the rights of third parties. It is forbidden to post unlawful content on the Trading Platform.

4. It is forbidden to copy or modify the Trading Platform in any way - in whole or in part and regardless of the purpose of these activities.

5. All rights to the Trading Platform, including the text and its graphic elements, IT mechanisms, layout and other elements, are reserved.