

GENERAL TERMS AND CONDITIONS OF PURCHASE (GTP) B2B

§ 1. General Provisions

1. These General Terms and Conditions of Purchase (hereinafter referred to as "GTP") define the rules on which AKU Global Edyta Rutkowska with its registered office in Jawidz 2H, 21-077 Spiczyn, Poland, VAT: PL7122518629 (hereinafter referred to as the "Buyer"), purchases goods and raw materials (in particular plant butters, oils, cocoa products) from its contractors (hereinafter referred to as the "Seller").
2. The GTP constitute an integral part of all orders and purchase contracts placed by the Buyer. Any general terms and conditions of sale, contract templates, or reservations of the Seller are excluded and do not bind the Buyer unless the Buyer expresses explicit consent to them in writing under pain of nullity.

§ 2. Orders and Conclusion of Contract

1. The purchase of raw materials takes place on the basis of an order sent by the Buyer in electronic form (e-mail).
2. The Seller is obliged to confirm the acceptance of the order in writing or electronically within 24 hours of its receipt. The absence of a refusal within this period means acceptance of the order on the Buyer's terms.
3. Any changes to the order or deviations from the specification require the express, prior consent of the Buyer under pain of refusal to accept the delivery at the Seller's expense.

§ 3. Quality of Raw Materials, Certificates and Specifications

1. The Seller guarantees that the delivered goods are of the highest quality, free from any physical and legal defects, and fully correspond to the agreed Product Specification, Polish and European Union food law standards.
2. For each batch of delivery, the Seller is absolutely obliged to attach: a current Certificate of Analysis (CoA), safety data sheet (if applicable), documents confirming the expiration date, and required industry certificates (e.g., BIO, Rainforest Alliance, Kosher, Halal - if they were the subject of the order).
3. The goods must have an expiration date of at least 80% of the total shelf life at the time of delivery to the Buyer's warehouse.

§ 4. Delivery Terms, Transport and Weight Tolerance

1. Unless the parties agreed otherwise, deliveries of raw materials are carried out on DAP (Incoterms®) terms to the warehouse indicated by the Buyer. The costs of transport,

insurance, and the risk of accidental loss or damage to the goods until the completion of unloading are borne by the Seller.

2. The Seller and their carrier are obliged to provide a means of transport that guarantees the maintenance of proper sanitary, temperature, and humidity conditions (according to the specification of the fat or cocoa raw material). The means of transport must have a current cleanliness certificate (e.g., tank/silo cleaning certificate - if applicable).

3. The Buyer allows a delivery weight tolerance of +/- 1%. In the case of larger discrepancies, the weight determined on the certified weighbridge of the Buyer is binding for financial settlement.

§ 5. Delivery Inspection and Complaint Procedure

1. The Buyer performs an initial quantitative check and inspects visible damage to packaging at the time of delivery. Any found shortages or damages are noted in the transport document (CMR/WZ).

2. Due to the specificity of food and production raw materials, the Buyer has the right to submit a complaint for hidden defects, physicochemical, or microbiological parameters (e.g., rancidity, mold, salmonella) within 30 days from the day of delivery, or within 14 days from the day of detecting the defect in the production or laboratory process (but no later than before the end of the raw material's expiration date).

3. In the event of quality defects, the Buyer has the right, at their own choice, to: demand immediate replacement of the goods with ones free from defects at the Seller's expense, demand a price reduction, or withdraw from the order in whole or in part without incurring any costs.

4. Submitting a complaint suspends the payment term for the complained-of batch of goods.

§ 6. Full Liability of the Seller for Damages

1. The Seller bears full liability for damages resulting from the delivery of raw material that is defective or inconsistent with the specification.

2. The Seller's liability includes, in particular: the costs of disposal of the defective raw material, the costs of downtime of the Buyer's production line, as well as the value of the final products of the Buyer which were spoiled, contaminated, or damaged due to the use of the defective raw material delivered by the Seller.

3. The Seller undertakes to indemnify and hold the Buyer harmless from any liability towards third parties (including the Buyer's customers) in the event of claims resulting from the defectiveness of the delivered raw material.

§ 7. Prices, Payment Terms and Prohibition of Assignment

1. Prices specified in the order are fixed and include all costs related to the proper execution of the delivery (including bulk packaging, security, certificates).

2. The standard payment term is 30 days from the day of proper delivery of the goods along with a set of quality documents (CoA) and the delivery of a correctly issued VAT invoice.

3. The Seller has no right to assign (transfer) receivables resulting from contracts with the Buyer to third parties (e.g., factoring companies) without the prior, written consent of the Buyer under pain of nullity.

§ 8. Final Provisions

1. The law applicable to contracts concluded on the basis of these GTP is Polish law.

2. Any disputes arising from the execution of deliveries will be resolved by the common court having jurisdiction over the seat of the Buyer.

3. In the event of discrepancies between the content of the order and these GTP, the provisions contained directly in the individual order of the Buyer shall prevail.