



TERMS AND CONDITIONS FOR COOPERATION (SALE OF PRODUCTS AND PLACING ORDERS)

- 1. ORDERS** shall be placed in writing (by e-mail) at: biuro@gotk.pl or by completing and sending a form which can be found on our website. Should you have any enquiries, please submit them in writing too.
- 2. We sell wholesale only** - different varieties of micro-seedlings are sold in in-vitro containers.
- 3. Batch labelling:**
 - micro-seedling sold in in-vitro containers are labelled appropriately
 - plants can be labelled in a different way pursuant to separate arrangements and decisions.
- 4. PAYMENTS** – payment conditions shall be settled each time separately and confirmed in writing on the order confirmation form.
- 5.** We hereby reserve the right to make adjustments to pricing at any time during the season for reasons including, but not limited to, changing market conditions.
- 6.** The above Terms and Conditions for Sale of Products and Placing Orders contain abridged and most important information presented below in the General Terms and Conditions for Sale of Products (GTCS).





Conditions for Sale of Products (GTCS)

GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS (GTCS) WHICH APPLY TO AND GOVERN ALL SALES OF PRODUCTS BY GOSPODARSTWO OGRODNICZE TADEUSZ KUSIBAB (GOTK) [HORTICULTURE FARM OF TADEUSZ KUSIBAB]

WITH ITS REGISTERED HEAD OFFICE IN KRAKOW, POLAND

effective from 1 September 2021,
and constituting an integral part of each sales agreement concluded between
Gospodarstwo Ogrodnicze Tadeusz Kusibab (GOTK)
with its registered head office at 16 Zbyszka z Bogdanca, 31-979 Krakow
and
the Purchaser

§ 1

Definitions and Interpretation

For the purposes of this document and also for each sales agreement concluded between Gospodarstwo Ogrodnicze Tadeusz Kusibab (GOTK) with its registered head office at 16 Zbyszka z Bogdanca, 31-979 Krakow, Poland, and the Purchaser, the following definitions shall be introduced and they shall mean the following:

1) General Terms and Conditions for Sale of Products (GTCS) – this document, hereinafter referred to as GTCS, whose content is accessible through the Company's Online Services at www.gotk.pl.

2) GOTK or Company – Gospodarstwo Ogrodnicze Tadeusz Kusibab (GOTK) with its registered head office in Krakow at 16 Zbyszka z Bogdanca, 31-979 Krakow, NIP (Taxpayer Identification Number): 678 173 37 74, REGON (Companies House Register) number: 003919778, Company website: www.gotk.pl, hereinafter referred to as the Seller.

3) Company's Registered Head Office – Gospodarswo Ogrodnicze Tadeusz Kusibab, Krakow, 16 Zbyszka z Bogdanca, 31-979 Krakow, Poland.

4) Parties – the Purchaser and GOTK set up jointly

5) Party – the Purchaser or GOTK set up individually

6) Purchaser – the Party of the Sales Agreement concluded with GOTK, which first of all may include any:

a) Consumer





b) legal person who does not carry out a business activity or an organisational unit which is not a legal person but which acquires legal capacity by means of a respective act

c) Entrepreneur

d) Foreign Person

e) or any Foreign Entrepreneur.

7) Consumer – any natural person who enters into a legal transaction with the Entrepreneur, which is not directly connected with their business or professional activities.

8) Entrepreneur – any Purchaser who is not a Consumer.

9) Foreign Person – any natural person who does not possess Polish citizenship, any legal person with their head office abroad and any organisational unit which is not a legal person but which acquires legal capacity by means of a respective act and possesses its head office abroad.

10) Foreign Entrepreneur – any foreign person who carries out a business activity abroad and any Polish citizen who carries out a business activity abroad.

11) Product/s – any sensitive sterile plant material (micro-seedlings in in-vitro containers) offered for sale by GOTK.

12) Proof of Sale – any invoice, receipt or another evidence confirming the actual sale of the Product.

13) Appendix to the GTCS – any appendix to the GTCS intended for the Purchaser who is a Consumer.

14) Purchase Order Confirmation – any document, which is a source of information enabling the Purchaser to get acquainted with its content, issued by GOTK and mandatorily containing the following parts:

– the Purchaser's and GOTK's data

– specifications regarding the Product/s ordered

– Product's net sales price +

– information that indispensable taxes, including current VAT, packaging price – in the cases as mentioned in §8, Point 2 of these GTCS, and the delivery cost – if it is stipulated by the provisions of these GTCS – shall be added to the net price

- Product's gross price

– agreed method of payment, and





– agreed mode and place for collection/delivery of the Product/s.

15) Product Release – any moment in which the Product is released to the Purchaser or the person acting under their authority, or the Forwarding Company.

16) Product Packaging – any cardboard boxes, box pallets, pallets, boxes or special shelf trolleys used as Product Packaging and intended for the carriage of plants. For the purposes of these GTCS an in vitro container shall not be considered a packaging.

§ 2 General Provisions

1. These GTCS define general terms and conditions of the Sales Agreement, and shall constitute an integral part of all sales agreements concluded between the Parties, i.e. between Gospodarstwo Ogrodnicze Tadeusz Kusibab (GOTK), in Krakow at 16 Zbyszka z Bogdanca, 31-979 Krakow, NIP (TIN) number: 678 173 37 74, REGON (Companies House Register) number: 003919778 (the Seller) – and the Purchaser.

2. GOTK carries out an agricultural activity in accordance with good agricultural practices aiming to protect the Consumer and the environment.

3. The object of the sale shall be the Products offered by GOTK.

4. GOTK possesses all the qualifications and rights required by the regulations of law to dispose of the Products, including those pursuant to the license and the sublicense agreements or similar agreements.

5. The Company does not run an on-line shop and it does not provide consulting, forwarding or designing services either.

§ 3 Placing Purchase Orders

1. The Sales Agreement shall be conducted pursuant to the Purchase Order placed by the Purchaser.

2. The Purchase Order, mentioned in Point 1 above, shall constitute an offer to conclude an agreement as construed by the provisions of the Polish Civil Code, submitted by the Purchaser to GOTK.

3. All orders shall be allowed to be placed in any of the below-mentioned ways which shall make it possible to unquestionably establish the Purchaser or the person acting under their authority or on their behalf, especially:

a) in writing by sending a letter to the GOTK's Registered Head Office

b) electronically by sending an e-mail to GOTK's following e-mail address: biuro@gotk.pl, or by completing an electronic form accessible on the GOTK's website, or





c) verbally at the GOTK's Registered Office.

4. The Purchase Order shall mandatorily contain the following information:

a) the Purchaser's personal data, i.e. in the case of:

– natural persons who do not carry out a business activity: name, surname, place of residence, personal identity number or another identity number, e-mail address and telephone number

– legal persons who carry out a business activity: name, surname, place of residence, company name and address where the business activity is run, taxpayer identification number or another identification number used for the taxpaying purposes if the above person is a holder of such a number, e-mail address, telephone number, personal details of the persons authorized to contact GOTK

– other entities than natural persons: its name, address of its registered head office, taxpayer identification number or another identification number used for the taxpaying purposes if a given entity is a holder of such a number; when a given entity is subject to entry in the register: name of the register and the entry number, personal details of the person acting on behalf or under the authority of the entity, including their e-mail address and the telephone number

b) quantity, name of variety and the type of the Product/s ordered

c) initially agreed method of payment

d) initially agreed mode of collection/delivery of the Product/s

e) initially agreed place of delivery for the Product/s if another mode of collection than personal has been selected by the Purchaser

f) a written statement of having read, understood and accepted in full the content of these GTCS, and – should the Purchaser be a Consumer – a written statement of having read, understood and accepted in full the content of the Appendix to these GTCS

g) a written statement of having read, understood and accepted in full General Data Protection Regulation (GDPR)

5. The parts of the Purchase Order mentioned in Paragraph 3, Points 4c) to e) above must be definitively confirmed within two (2) calendar days prior to the delivery of the Product/s or its/their collection.

6. Submitting the statement of intention, mentioned in Point 4f) above, shall be understood as the Purchaser's each behaviour which shall manifest their intent in a sufficient way, including disclosure of their intent through electronic means of communication.

7. The Purchaser, from the moment of placing a Purchase Order, shall be legally bound by the provisions of these GTCS, and when the Purchaser is a Consumer – also by the provisions of the Appendix to these GTCS.





8. When in doubt, it shall be presumed that placing a Purchase Order shall imply that the Purchaser has submitted the statement of intention and has read and understood the content of these GTCS, and if the Purchaser is a Consumer, also the content of the Appendix to these GTCS, and that they have accepted all the terms and conditions contained herein.

9. The Purchase Order placed by the Purchaser shall not be binding for GOTK.

10. After verifying the Purchase Order placed pursuant to Point 2 above, the Company shall confirm it:

– in writing by sending a letter to the address indicated by the Purchaser or directly to the Purchaser in person, or

– electronically by sending a Purchase Order Confirmation to the e-mail address indicated by the Purchaser.

11. The Purchase Order Confirmation should contain the parts mentioned in § 1, Point 15 of these GTCS. A lack of delivering the Purchase Order Confirmation to the Purchaser in such a way as mentioned in Point 10 above shall not be understood as its tacit confirmation. Should the Purchaser be a Consumer, the Appendix to these GTCS shall be attached to the Purchase Order Confirmation.

12. The Company and the Purchaser shall be legally bound by the Purchase Order Confirmation from the moment of its delivery to the Purchaser (i.e. from the moment of concluding the Sales Agreement).

13. In the case of placing a Purchase Order verbally by the Purchaser at the GOTK's Registered Head Office, or when another personal mode of collecting the Product/s has been selected, the Purchase Order may be confirmed by the Purchaser or the person acting on their behalf or under their authority by signing in hand a copy of a Proof of Sale for GOTK.

14. Each Sales Agreement concluded between GOTK and the Purchaser, irrespective of the provisions stipulated in Points 6 – 8 above, shall be confirmed by issuing the Proof of Sale as a paper or electronic document.

15. The Proof of Sale shall be transferred to the Purchaser or the person acting under their authority or on their behalf at the moment of collecting the Product/s at the latest. The Proof of Sale, subject to approval of the Purchaser, may also be delivered to the Purchaser by means of a postal operator to the address indicated in the Purchase Order or electronically to the e-mail address indicated in the Purchase Order.

16. The Sales Agreement between GOTK and the Purchaser shall not be binding if GOTK has not been able to verify diligence and truthfulness of the Purchase Order placed by the Purchaser and their particulars mentioned in Point 4a) above.

17. The Purchaser shall be liable for all mistakes committed while placing the Purchase Order, especially those pertaining to the information mentioned in Point 4 above. In the case of supplying wrong or incomplete data by the Purchaser, GOTK may issue a corrective invoice.





§ 4 Product/s

1. Due to a specific character of the Product/s on GOTK's offer (sensitive sterile material – micro-seedlings in in-vitro containers), their size and dimensions shall only be of informative character. The plants of the same variety of the Products possess features characteristic for a given variety, as well as their individual features.
2. The Purchaser is aware of the fact that sensitive sterile material should be taken a special care of. Any doubts concerning further conduct with the Product/s should be reported and explained by the Seller prior to collecting the Product/s by the Purchaser.

§ 5 Purchase Prices

1. Any advertisements, price lists, advertising and promotional materials, photographs or another pricing information concerning the Products and their Purchase Prices, directed to an unspecified number of entities or accessible on the GOTK's website, shall be solely of informative character and shall not constitute a binding offer as stipulated by the provisions of the Polish Civil Code.
2. All prices included in advertisements, price lists, advertising and promotional materials, and pricing information of the Seller shall be given in Polish zloty (PLN) as net prices and shall include information that the currently binding VAT shall be added to them. For Customers who are Foreign Persons or Foreign Entities, the prices of the Products shall be given in Euros as net prices and shall include information that the currently binding VAT shall be added to them.
3. Discounts (price reductions) shall be granted from gross price, that is having considered tax binding for one (1) piece of the Product sold.
4. GOTK hereby reserves the right to make adjustments to pricing.

§ 6 Purchase Prices and Payment Terms and Conditions

1. The terms and conditions of payment for the Product/s shall be each time individually agreed upon with the Purchaser and afterwards each time confirmed on the Purchase Order Confirmation. The following shall be added to the net price: indispensable taxes and fees, including current VAT, packaging price – as stipulated in § 8, Point 2 of these GTCS – and the delivery costs if they have been stipulated by the provisions of these GTCS (gross price).
2. All payments for GOTK shall be made in Polish zloty (PLN) and in a non-cash manner unless it has been agreed upon by the Parties otherwise.
3. The Purchaser's obligation to pay the Purchase Price shall arise and shall be chargeable at the moment of releasing the Product/s. The date of payment for the Product/s shall be indicated in the Proof of Sale once it has been individually agreed upon with the Purchaser. However,





should the Purchaser decide to pay in cash for the Product/s, then they shall be obliged to make the payment at the moment of collecting the Product/s, in the GOTK's Cashier's Office.

4. GOTK is entitled to demand from the Buyer an advance payment towards the purchase price / payment for delivery, prior to the release of the goods. The amount of the advance payment / delivery fee is specified in the offer, order, order confirmation, or proforma invoice. Payment of the advance / delivery fee constitutes a condition for the fulfillment of the order and the release of the goods.

5. Transfer fees shall be borne by the Buyer in each case (all bank commissions, including those of intermediary banks). In the event that a fee is charged for an incoming transfer from the Buyer, the amount of the fee will be deducted from the transferred amount, and the Buyer shall be obliged to pay the difference.

6. The Customer shall remain in arrears with their payments if they have not paid the whole Purchase Price for the Product by the date mentioned in the Proof of Sale. Should the Customer remain in arrears with their payments, GOTK shall be entitled to take all legal actions and demand statutory interests for the period of time of their remaining in arrears and demand the arrears due plus the interests accrued on late payments.

7. Should the Customer's financial situation deteriorate or should they remain in arrears with their previously promptly processed orders by GOTK, then GOTK shall have the right to:

- a. withhold the delivery or release of the Product/s until the payment remaining in arrears is paid in full, and
- b. demand a collateral for the payment of the Purchase Price.

§ 7

Product Release and Delivery

1. At the time of releasing the Product/s, the Purchaser shall take over the physical possession of the Product/s and the benefits and burdens related to it, as well as the danger of damaging or losing the Product/s.

2. The Purchaser may:

- a) personally collect the Product/s purchased or they shall be allowed to authorize another person to do so, or
- b) require that the Product purchased be delivered to a venue requested by the Purchaser.

3. The costs of delivery mentioned in Point 2b) above, shall be added to the Product Price and shall be borne by the Purchaser.

4. GOTK cooperates with a Forwarding Company which provides adequate delivery conditions for the Products. GOTK shall not be liable for the damage, loss or destruction of the Product/s





which occurred due to or during its/their delivery, and the Purchaser shall be entitled to make a claim for compensation or indemnification in respect of the damage, loss or destruction of the Product/s suffered directly at the Forwarding Company.

§ 8 Product Packaging

1. GOTK shall be obliged to sell its Product/s in appropriate packaging for the requirements of the Product/s prior to relieving the Product/s to the Purchaser or the person acting under their authority or to the Forwarding Company to secure it/them against any damage for the time of delivery.
2. Should the Parties agree that the packing is not returnable then its price shall be added to the price of the Product/s.

§ 9 Limitations of Liability

1. GOTK shall be liable for the damage or loss suffered by the Purchaser resulting from the performance of the Agreement solely to the extent of its liability for its culpable actions.
2. GOTK shall not be liable for their partial or total failure to accomplish the Agreement due to the incidence of force majeure. Force majeure shall mean any incidence of exceptional character caused by an unfortunate twist of fate, such as: disasters, acts of the legislative or executive powers or disturbances in the spheres of collective life, etc., which occurred after the agreement had been concluded and remained totally beyond the control of GOTK.
3. Should a damage or loss occur, the Purchaser shall be obliged to immediately, but not later than within two (2) calendar days from the day of the first damage or loss occurrence notify GOTK about that fact and undertake all rational precautions in order to secure the Product/s and prevent any further damage or loss.
4. GOTK reserves the right that all claims resulting from an undue performance of the Sales Agreement shall be made by the Purchaser within the deadline of seven (7) days, counting from the day of concluding the Sales Agreement.

§ 10 Limitation of Liability for the Product Defects

1. GOTK is a holder of certificates, licenses and sublicenses pursuant to which it possesses the right to produce and sell the Product/s.
2. Due to a specific character of the Product/s sold, GOTK shall remain liable to the Purchaser solely:
 - a) for the defects of the Product/s within a lack of conformity of the Product/s with the content in the Product Order Confirmation, with the stipulation of § 4 of these GTCS





3. Provisions of § 9, Points 1 and 2, shall apply accordingly.

4. The Purchaser shall be obliged to examine the Product/s collected or delivered, and should there be found any defects mentioned in Point 1 above, the Purchaser shall be obliged to immediately, but not later than within two (2) calendar days from the day of collecting the Product/s ordered, report the above to the Company in writing, specifying the defects and their types, with the stipulation of the provisions of the Appendix to these GTCS when the Purchaser is a Consumer.

5. When finding a defect to the Product, for which GOTK shall be liable pursuant to these GTCS, the Purchaser shall be obliged to immediately, but not later than within one (1) working day, counting from the day of finding the defect and counted pursuant to the provisions of Point 4 above, report the above to the Company and undertake all rational precautions to secure the Product/s and prevent it/them from further damage or loss.

6. Should the complaint be found justified, GOTK shall be obliged to exchange the Product/s claimed for a new one/s free from any defects or return the price paid if the exchange of the Product/s is not possible, within fourteen (14) calendar days, counting from the day of confirming the complaint.

7. The Company shall not be liable for any:

a) mechanical damage to the Product/s resulted during the shipmenty

b) Product damage or loss resulted due to erroneous or wrong nurturing or cultivation of the Product/s caused by the Purchaser or the persons for whose actions the Purchaser was liable or who acted on their behalf or under their authority, and occurred during planting and growing the plants

c) Product/s damage resulted due to improper utilisation or use of the Product/s by the Purchaser or the persons for whose actions they were liable or who acted on their behalf or under their authority during planting and growing the Product/s

d) Product damage or loss resulted due to the negligence of the provisions of these GTCS, provisions of the Appendix to these GTCS and GOTK's recommendations by the Purchaser or the persons for whose actions they were liable or who acted on their behalf or under their authority

e) Product/s defects non-existent at the moment of releasing the Product/s to the Purchaser or the persons acting on their behalf or under their authority

f) actions undertaken by the Purchaser, persons for whose actions they were liable or the persons who acted on their behalf or under their authority in order to remove the defect, and

g) any further Product/s loss or damage resulting from the failure in trying to secure the Product/s or prevent its/their further damage by the Purchaser or the persons for whose actions they were liable or the persons who acted on their behalf or under their authority.





8. GOTK shall be relieved from its liability for any Product/s defects if the Purchaser knew about such defects or if they became knowledgeable about them at the moment of releasing the Product/s to the Purchaser at the latest.

9. The liability of GOTK arising from the Product defects in any case shall not exceed the value of the Product/s complained about. GOTK shall not be liable for any indirect, consequential or special losses or damages, such as loss of revenue or loss of profit arising from the Product defects or damage.

10. GOTK reserves the right that all claims concerning the Product defects shall be submitted by the Purchaser within not more than seven (7) days, counting from the day of concluding the Sales Agreement.

11. The provisions of Articles 556 to 576 of the Polish Civil Code are not applicable to the sales agreements concluded pursuant to these GTCS, and especially to the provisions concerning GOTK's liability for the Product defects or damage.

§ 11

Personal Data Protection

1. GOTK is obliged to protect personal data of its contracting parties, including the Purchasers', pursuant to the provisions of the Personal Data Protection Act of 29 August 1997 (Law Gazette [Dz.U.] of 2016, Item 922) and it shall make every effort to secure it against unauthorised access or use unless the regulations of law provide for otherwise. GOTK shall not collect or process the data stipulated by the provisions of Art. 27, Point 1 of the Personal Data Protection Act.

2. The procedures of personal data protection applied at GOTK shall be explicitly defined in the document entitled: The Personal Data Protection Policy with the IT Management System Guidance, accessible at the GOTK's Registered Office. The above documents must be made accessible to the Purchaser at their request to get acquainted with their content.

3. GOTK with its registered head office in Krakow at 16 Zbyszka z Bogdańca, 31-979 Krakow, Poland shall be the Personal Data Controller in the Company.

4. For the effective reception of the Purchase Order and its proper processing, the Purchaser – at the moment of releasing the Product/s at the latest – shall be obliged to grant their consent to put their personal data in the GOTK's personal database and to process it for the purposes connected with the Sales Agreement concluded. The Purchaser may also grant their consent to process their personal data for the marketing purposes.

5. GOTK shall not have the right to process the Purchaser's personal data for the purposes not expressly granted by their consent.

6. The Purchaser's consent for the processing of their personal data may be submitted as a paper or electronic document. Removing the Purchaser's personal data from the GOTK's database shall not require the Purchaser's consent.





7. The Purchaser shall have the right to control the processing of their personal data in GOTK's database. The control procedures mentioned above shall be specified by the Personal Data Protection Policy.

§ 12 Final Provisions

1. These GTCS shall be governed and construed in accordance with the Polish law and solely the provisions of the Polish law shall apply in the event of concluding any sales agreements with GOTK.

2. Should the Purchaser be a Consumer, the Appendix to these GTCS shall be attached and it shall constitute their integral part.

3. These GTCS, and – in the case when the Purchaser is also a Consumer – an Appendix to these GTCS shall constitute an integral part of all sales agreements concluded between GOTK and the Purchaser. These GTCS shall be binding for the Parties from the moment of commencing the mode of placing the Purchase Order.

4. The Purchaser's acceptance of these GTCS shall be an indispensable condition for the effective conclusion of the Sales Agreement between the Parties. Should the Purchaser be a Consumer, the effective conclusion of the Sales Agreement between the Parties shall also include the acceptance of these GTCS and the Appendix to these GTCS.

5. The Parties shall unanimously decide that the jurisdiction proper for resolving any disputes arising, or the ones which may arise, from the sales agreements whose integral part constitute these GTCS, and when the Purchaser is a Consumer also the Appendix to these GTCS, shall be the jurisdiction of the courts in Poland.

6. The Parties declare that they shall strive to amicably resolve all disputes arising in connection with the performance of the sales agreements whose integral part constitute these GTCS, and when the Purchaser is a Consumer also the Appendix to these GTCS. Should the dispute be not resolved amicably, each Party may demand to have it resolved by the court proper for GOTK's registered head office.

7. Should any or any part of the provisions contained in these GTCS turn invalid, the remaining part of these GTCS shall remain valid, and such invalid provisions shall be replaced by the valid ones.

8. The Company reserves the right to unilaterally amend the provisions of these GTCS at any time. The amended GTCS shall be binding from the moment of publishing them on the GOTK's website and they shall apply to the sales agreements made:

a) prior to the amendment to these GTCS – from the moment of notifying the Purchaser about the amendments, and

b) after the amendment to these GTCS – from the moment of publishing them on GOTK's website.





9. With the stipulation of the cases explicitly provided by the Parties, these GTCS exclude the use of other provisions of agreements, regulations or mechanisms or patterns which could be contrary to the provisions of these GTCS. Should the provisions of agreements, regulations or mechanisms or patterns of agreements binding at the Purchaser's be contrary to the provisions of these GTCS, the provisions of these GTCS shall take precedence in relations between the Parties.

10. Should these GTCS stipulate so, the Parties shall be allowed to regulate a given issue otherwise than it has been provided by the provisions of these GTCS, however with due regard for the remaining provisions of this document, generally applicable legal regulations, principles of social life and good agricultural practice. The Parties shall be obliged to confirm all issues stipulated otherwise in the Purchase Order Confirmation.

11. The cases not regulated by these GTCS shall be governed by the provisions of the Polish law, especially by the provisions of the Polish Civil Code.

12. These GTCS have been drawn up in the Polish and English languages. Should there arise any interpretative discrepancies concerning these GTCS, its Polish version shall govern.

13. These GTCS shall become effective from 1 September 2021.

§ 13

1. Placing an order means that you have read, fully understood and agree with the content of the General Terms and Conditions for Sale (GTCS) and the Information Clause for the GDPR purposes which can be found at: www.gotk.pl.





**APPENDIX TO THE GENERAL TERMS AND CONDITIONS
FOR SALE OF PRODUCTS
WHICH APPLY TO AND GOVERN ALL SALES OF PRODUCTS BY
GOSPODARSTWO OGRODNICZE TADEUSZ KUSIBAB (GOTK)
[HORTICULTURE FARM OF TADEUSZ KUSIBAB]
WITH ITS REGISTERED OFFICE IN KRAKOW, POLAND, AT**

16 ZBYSZKA Z BOGDANCA, 31-979 KRAKOW,
effective from 1 September 2021, and constituting an integral part
of the General Terms and Conditions of the Sales Agreement
and each sales agreement concluded between

Gospodarstwo Ogrodnicze Tadeusz Kusibab (GOTK)
and
the Purchaser who is a Consumer

§ 1

For the purposes of this document, and also for the purposes of each sales agreement concluded between GOTK with its registered head office in Krakow, 16 Zbyszka z Bogdanca, 31-979 Krakow, Poland, and the Purchaser, the following definitions shall be introduced and they shall mean the following:

a) Company Premises – the building in which GOTK conducts its activity, situated on the premises:

– at 16, Zbyszka z Bogdanca, Krakow, Poland

b) Distance Agreement – an agreement concluded by GOTK with the Consumer within an organised system of concluding distance agreements, without simultaneous physical presence of the Parties, and with the exclusive use of one or more means of distance communication until the moment of concluding the agreement inclusively

c) Agreement Concluded off the Company Premises – an agreement concluded by GOTK with the Consumer:

– at simultaneous physical presence of the Parties in a venue which is not GOTK's Premises – as a result of accepting the offer made by the Consumer in the circumstances mentioned in sub-Point a) above

– on the GOTK's Premises or through means of distance communication directly after





individual and personal contact with the Consumer was made on the venue which is not the GOTK's Premises, and at simultaneous physical presence of the Parties

– during a tour organised by GOTK whose aim or effect was promotion of Products or conclusion of agreements with Consumers

d) Tour organised by GOTK – including, but not limited to trade fairs, exhibitions and business trips.

§ 2

The Purchaser who is a Consumer shall not be liable, in respect of the use of a given means of payment, for fees that exceed the cost borne by the GOTK for the use of such means.

§ 3

1. In regard to the Distance Agreement or the Agreement concluded off the Company Premises, GOTK – in the Confirmation of the Purchase Order – shall inform the Purchaser who is not a Consumer about their right to withdraw from the sales agreement within fourteen (14) calendar days without providing any reasons.

2. The withdrawal period mentioned in Point 1 above, shall expire due to a specific type of the Product/s (sensitive sterile material – micro-seedlings in in-vitro containers) after a lapse of fourteen (14) calendar days, counting from the day on which the Purchaser who was a Consumer received the Order Confirmation. Due to sensitivity of the Product/s it shall not be possible to return and send the Product/s back to the address of the registered head office of GOTK.

3. In order to exercise the right of withdrawal, the Purchaser who is a Consumer shall be obliged to notify GOTK about their decision about withdrawal from the Distance Sales Agreement or that concluded off the Company Premises by means of an explicit statement which may be delivered to GOTK by means of a postal operator or by electronic mail. All necessary addresses and telephone numbers are provided in § 1 of the GTCS.

4. In order to withdraw from the agreement, the Purchaser who is a Consumer may use the withdrawal form attached to this Appendix to the GTCS; however, that procedure shall not be mandatory.

5. The sales agreement withdrawal period shall be retained if the Purchaser who is a Consumer sends information concerning the execution of their right to withdraw from the agreement before a lapse of the period of time provided for the agreement withdrawal mentioned in Point 1 above.

§ 4

1. In the case of the withdrawal from the agreement, mentioned in § 3, Point 1, GOTK shall reimburse the Purchaser who is a Consumer all advance payments received from them, including the delivery costs, on condition that the Parties agreed that they were borne by the





Purchaser, and the costs of the Product Packaging, in the case as stipulated in § 8, Point 2 of the GTCS, immediately and in each case not later than within fourteen (14) calendar days from the day on which GOTK was notified about the execution of the right of withdrawing from this Sales Agreement.

2. GOTK shall return the payment by means of the same method of payment which was used during the original transaction by the Purchaser who was a Consumer, unless they clearly agreed otherwise.





INFORMATION CLAUSE FOR THE GDPR PURPOSES

1. The provision of Personal Data (hereinafter referred to as Data) is voluntary.
2. The Data is controlled by Gospodarstwo Ogrodnicze Tadeusz Kusibab (GOTK) with its registered head office in Krakow, at 16 Zbyszka z Bogdanca, 31-979 Kraków, Poland; phone: +48 533 333 926, e-mail address: biuro@gotk.pl.
3. The GOTK Data Controller did not appoint a Personal Data Protection Inspector. The Personal Data Protection Officer is the right person to contact for Data in the company. All issues concerning Data should be sent to the following email address: biuro@gotk.pl, or to GOTK's place of principal business activity at 31-979 Krakow, 16 Zbyszka z Bogdanca, Poland (with the following annotation on the envelope: Dane osobowe/Personal Data) or reported over the phone, calling at: +48 533 333 926.
4. Your Data shall be processed by the Data Controller solely for the purpose of:
 - a) making the services of the Sales Department at the Data Controller's Customer Service Department rendered, i.e.: conveying information concerning the articles on offer, accomplishing actions undertaken at your request prior to concluding the contract (e.g. collecting the Data mentioned in the Purchase Order Form), concluding and accomplishing the contract (sale of products) for the sake of the business and agricultural activity carried out and recovering the amounts due and keeping it on file
 - b) making other services of the Sales Department at the Data Controller's Customer Service Department rendered, i.e.: conveying information over the phone, sending by email or in a traditional letter, dispatched by means of the Polish Post, correspondence concerning the status of purchase orders, the recovery of the amounts due, the handling of Customer's complaints or the organization of purchase order shipments
 - c) conveying marketing information over the phone, sending by email or in a traditional letter, dispatched by means of the Polish Post, marketing materials, i.e. catalogues of seedling varieties, current price lists, offers with price lists, seasonal holiday greetings and planting recommendations (planting recommendations shall be sent at the express request of the Customer).
5. The recipients of your Data shall be:
 - a) the organizations authorized to process Data pursuant to the provisions of law governing data processing
 - b) companies with whom the Data Controller concluded contracts for entrusting them with the Data processing, e.g. within the scope of managing IT systems or accountancy.
6. Your Data shall be processed pursuant solely to your consent.





7. You have the right to withhold your consent at any time. The withholding of your consent can be made by emailing your appropriate statement to the following address: biuro@gotk.pl or by sending it in a traditional letter to the following address: 31-979 Krakow, 16 Zbyszka z Bogdanca, Poland. The withholding of consent shall not affect the Data processing according to the regulations of law conducted pursuant to the consent granted prior to its withholding.

8. The Data shall be processed till the moment of withholding the consent, and after such a withholding for a period of time allowed for laying claims which the Data Controller is entitled to or which are applied to him.

9. You have the right to request the Data Controller to:

a. grant you access to your Data (i.e. you have to right to receive information about your Data processing and receive copies of its processing at any time)

b. rectify and correct your Data

c. delete your Data

d. limit the processing of your Data

e. transfer your Data, i.e. the right to receive from the Data Controller your Data in a commonly used computerized format suitable for machine reading within the scope of Data processed by the Data Controller pursuant to the agreement concluded with you; you may send the above-mentioned Data to other Data Controllers or request the GOTK Data Controller to send it to another Data Controller; the above-mentioned Data shall be sent by the GOTK Data Controller on condition that it is technically possible.

10. In order to exercise the above-mentioned rights you need to contact the GOTK Personal Data Protection Officer mentioned in Point 3 above. In order to verify whether you are authorized to exercise the rights mentioned you may be asked by the above Officer to provide additional information. The range of the above-mentioned rights and the situations when they may be exercised result from the legally binding provisions.

11. You have the right to lodge a complaint to the President of the Office for Personal Data Protection [Prezes Urzędu Ochrony Danych Osobowych] (formerly Inspector General for Personal Data Protection [GIODO]) when you think that the processing of your Data infringes the EU Regulation on Data Protection of 27 April 2016. Further information regarding customer complaints is available at: <https://giodo.gov.pl/579>.

12. The Data Controller shall under no circumstances take decisions based solely on automated processing, including profiling its customers.

13. The Data Controller shall not transfer your Data to any third country or any international organization.

I hereby acknowledge that I have read and understood the content of the Information Clause.





Gospodarstwo Ogrodnicze
Tadeusz Kusibab

