

## Terms and conditions of the online purchasing platform b2b.gabona.com

These Regulations contain the rules of the platform address: <https://b2b.gabona.com>. In particular, you will find here information about the rules for placing an order, the offer, the right to withdraw from the contract and warranty liability.

### § 1 Definitions

1. **Product price** - the price shown on the website of the Online Platform, given in Polish zlotys for the Polish language version of the Online Platform or in euros for the foreign language version of the Online Platform.
2. **Order price** - the total price of the ordered Goods.
3. **Seller's data** - contact details of the Seller, address: 6B Wspólna Droga Street, 05- 850 Jawczyce, phone number: +48 667 788 266, e-mail [addressgabona@gabona.com](mailto:addressgabona@gabona.com)
4. **Working days** - weekdays from Monday to Friday, excluding public holidays.
5. **Password** - means a sequence of letter, digital or other characters selected by the Client during Registration on the Online Platform, used to secure access to the Client's Account on the Online Platform.
6. **Client** - a natural person, legal entity and organizational unit referred to in Article 33<sup>(1)</sup> of the Civil Code conducting business or professional activity on its own behalf.
7. **Account** - an account created on the Online Platform, which allows access to the offer intended only for B2B Customers meeting the requirements specified in these Terms and Conditions and purchased goods and services.
8. **Customer Guardian** - an individual guardian assigned to a given Customer Account, to whom it is recommended to direct statements of withdrawal from the Sales Agreement and complaints via e-mail. The e-mail address of the relevant Customer Guardian is available on the Platform Website after the creation of the Customer Account.
9. **Newsletter** - a service provided by the Platform to the User consisting in sending him/her information about the operation of the Platform, including commercial information.
10. **Platform** - the Internet platform located at: <https://b2b.gabona.com>, hereinafter also referred to as the **"Internet Platform"**.
11. **Registration** - a factual act performed in the manner specified in the Regulations, required for the Customer to use all functionalities of the Online Platform, including placing an order.
12. **Seller** - Gabona spółka z ograniczoną odpowiedzialnością with registered office in Warsaw, ul. Świeradowska 47, 02-662 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Department of the National Court Register under number: 0000877358, NIP: 5213916903, REGON: 387895340 with share capital of PLN 18,400.00, registered in the database on products and packaging and waste management (BDO) under the number: 000556855.
13. **Platform website** - websites, operating on the domain <https://b2b.gabona.com>, under which the Seller's Internet Platform is available.
14. **Sales Contract** - a contract of sale of Goods concluded between the Seller and the Customer via the Platform.

### § 2 Preliminary provisions

1. These Regulations set out the rules for the use of the Platform and the rules and procedures for concluding distance sales agreements through the Platform.
2. All rights to the Online Platform, including property copyrights, intellectual property rights to its name, its Internet domain, the Online Platform Website, as well as to the templates, forms, logos posted on the Online Platform Website (with the exception of logos and certain images presented the Online Platform Website for the purpose of presenting the Goods, the copyrights to which may belong to third parties) belong to the Seller, and the use of such rights may be made only in the manner specified and in accordance with the Terms and Conditions and with the consent of the Seller expressed in writing.
3. The Regulations are available continuously on the Platform's website at: <https://b2b.gabona.com/pl/regulamin> in a manner that allows it to be downloaded, reproduced and recorded by printing or saving it to a medium at any time.
4. Making purchases on the Platform requires access to a computer with Internet access, a standard operating system, access to a web browser that supports JavaScript, PDF files and necessary cookies, and e-mail. In addition, in order to make purchases, it is required to complete the ordering process during which it is necessary to provide the data necessary to complete the order.
5. The specifics of each Merchandise and its characteristics can be found in the descriptions of the Merchandise on the Platform.
6. Transmission through the forms of unlawful content, as well as the use by the Customer of the Platform, the Platform website or the free services provided by the Seller in a manner contrary to the law, good morals or violating the personal rights of third parties, is prohibited.
7. The Seller declares that the public nature of the Internet and the use of services provided electronically may be associated with the risk of obtaining and modifying Customer data by unauthorized persons, so Customers should use appropriate technical measures to minimize the risks indicated above. In particular, they should use anti-virus and identity protection programs for Internet use. The Seller shall never ask the Customer to provide him with a password in any form.

### **§ 3 Registration**

1. The opportunity to register on the Platform is provided for Customers.
2. The Seller has the exclusive right to decide on the creation of an Account for a given Customer.
3. Establishing an Account is done by:
  - a) telephone or e-mail contact with the Seller.
  - b) Filling out the preliminary registration form available on the Platform.
4. After acceptance by the Seller, registration is carried out by providing the Seller with the data necessary to set up the Account, i.e. company, address, Tax ID, e-mail address and data of the contact person (name, surname, telephone number). The data should be provided by phone or e-mail to +48 667 788 266 e-mail address: [gabona@gabona.com](mailto:gabona@gabona.com). The customer is obliged to provide data that are correct and consistent with the actual state of affairs.

5. The customer has the opportunity to read the Terms and Conditions and Privacy Policy before contacting the Seller or completing the preliminary registration form.
6. By accepting these Terms and Conditions, the Customer consents to the processing of his/her personal data in the form of a business e-mail address and telephone number for the purposes of informing about the current offer by the Seller by checking the appropriate box on the registration form. Consent may be revoked at any time by sending a statement of revocation of consent to the Vendor
7. In the process of setting up an Account, the Seller will assign a password intended only for a given Customer, who is obliged not to share the password with third parties.
8. The Customer may reset the password to the Account by selecting the "Remind Password" button visible on the Platform when logging in.

#### **§ 4 Making purchases on the Platform**

1. Making purchases on the Platform is possible only after logging into the Customer Account.
2. The price of the Merchandise listed on the Platform for the Polish language version of the Platform is the net price expressed in Polish zloty (PLN), and for the foreign language version of the Platform is the net price expressed in euros (EUR).
3. The Customer completes the order by selecting the Goods by specifying the quantity and approving with the button under the selected Goods presented on the Platform.
4. After selecting the Goods, the Customer, in order to make a purchase, should take the next steps in accordance with the messages displayed on the Platform.
5. In order to place an order, it is necessary for the Customer to provide data marked as mandatory in the forms. Until the moment of clicking the button ending the order, the Customer has the possibility to modify the order or the data provided.
6. In order to finalize the order, it is necessary for the Customer to place the order by clicking the order completion button on the order summary page. To place an order, it is required to first add the Goods to the shopping cart, complete the data and express the required consents, including acceptance of the terms and conditions.
7. Each order placed by the Customer on the Platform must meet the minimum limits, which include:
  - a) a minimum order value of 1000 PLN / 2000 EUR
  - b) minimum quantity of ordered Goods in the form of a filled package (carton) of Goods.
8. After the Order is placed, the Seller verifies the placed by the Customer. After positive verification, the Seller accepts the Order for execution. Confirmation of acceptance for execution is made by the Seller sending the Customer an appropriate e-mail message to the Customer's e-mail address provided during the placement of the Order, which contains at least a statement of its acceptance for execution and confirmation of the conclusion of the Sales Agreement. Upon receipt by the Customer of the above e-mail message, the Sales Agreement between the Customer and the Seller is concluded. The message contains the Seller's data, the Price of the selected Goods, the selected form of payment and the method of delivery.

9. Fixing, securing and making available to the Client the content of the concluded Sales Agreement is done by making these Terms and Conditions available on the Platform and by sending an e-mail message to the Client. The content of the Sales Agreement is additionally recorded and secured in the IT system of the Online Platform.
10. The Seller reserves the right to withhold execution of an order in case of reasonable doubts about the truthfulness and reliability of the data entered by the Customer in the registration form. In such a situation, the Seller will immediately contact the Customer.
11. Orders can be placed in two modes:
  - 1) In order mode, it is possible to place an order immediately;
  - 2) In the offer mode, it is possible to create an offer for the customer for products that are visible on the Platform.
12. The Customer has the ability to pull the stock of the Goods into his system. The Seller's inventory is updated on a regular basis.
13. The customer may place an order for Goods that are not available at the time of placing the order. In this case, the order is sent in two shipments. The first shipment is sent according to the rules described in § 5, while the shipment including Goods not available at the time of placing the order will be sent to the Customer after delivery of the Goods to the Seller's warehouse and the Customer's approval, to the indicated delivery address.
14. The Seller reserves the right to execute orders on different terms and conditions than those indicated in these Terms and Conditions, which applies in particular to the ordering of larger quantities of products or products of significant value. In this case, orders are carried out on individual terms agreed between the Customer and the Seller in the form of a separate contract.
15. The Seller allows accepting orders sent electronically to the e-mail address of an employee of the Seller, in the absence of access to the Platform.
16. In the event that the Customer places an incorrect order, in particular, one that contains omissions or irregularities regarding the quantity, price of the Goods or terms of their delivery, the order shall be deemed not to have been placed, and the Sales Agreement shall be deemed not to have been concluded. If the Seller does not confirm acceptance of the order for processing within 24 hours of its placement, the Customer should contact the Seller to determine how to correct the order. The order is considered to be placed from the moment the order correction is submitted via the Platform or sent to the Seller's e-mail address.
17. Withdrawal, cancellation, any change or correction of an order placed by the Customer is possible only with the express consent of the Seller. For technical reasons, orders with the original content may be made visible on the Platform.

## **§ 5 Delivery**

1. Delivery of Goods purchased through the Platform is available in the territory of the Republic of Poland.
2. The customer has a choice of delivery methods indicated in the ordering process, i.e. delivery via courier service or personal collection at the Seller's premises.
3. The delivery costs of the Goods (including transportation, delivery and postal charges) are indicated to the Customer after the order is placed by the Seller

4. In justified cases, the Seller may send several separate shipments within one order. In such a situation, all additional costs shall be borne by the Customer.
5. Order processing begins :
  - a) After the full amount of payment is credited to the Seller's bank account in the case of payment by bank transfer, or
  - b) After placing an order and selecting the cash on delivery option.
6. The delivery time by the carrier, which is usually one to three business days, should be added to the order processing time.
7. The customer is obliged to pick up the order regardless of the Seller's lead time.
8. Upon issuance of the order, the Customer shall be obliged to inspect the Goods in terms of technical, quality and quantity. If the Goods found to be defective or any damage or error in the quantity of the ordered Goods, the Customer is obliged to report this fact in the form of an appropriate annotation on the waybill and to draw up an appropriate protocol in the presence of the courier.

## **§ 6 Payment**

1. The Platform honors the forms of payment available during the ordering process, which include traditional transfer and cash on delivery.
2. The Seller provides the Customer with the following methods of payment for the Sales Agreement:
  - 1) payment by traditional transfer to the Seller's bank account,
  - 2) cash on delivery payment available only for delivery of Goods in Poland.
3. In addition, the Vendor can make available payment by quick transfer.
4. If the Customer chooses payment by traditional transfer, the Customer is obliged to make payment within 7 working days from the date of conclusion of the Sales Agreement. After this, the order may be canceled.
5. The customer agrees to send the invoice in electronic form.
6. The Seller has the right to limit the available payment methods and require the Entrepreneur to pre-pay in full or in part.

## **§ 7 Return, and replacement of Goods**

1. The Seller provides for the possibility of withdrawal from the Contract (return of goods), but in each case this is subject to the consent of the Seller. Upon notification of the desire to withdraw from the Contract, the Seller will contact the Customer and inform him of his decision in this regard.
2. In order to withdraw from the Contract, the Customer should inform the Seller of his request to withdraw from the Contract by an unequivocal statement. It is recommended to make the statement through an e-mail addressed to the Customer's Supervisor.
3. The statement can also be made:
  - 1) by phone: +48 667 788 266
  - 2) via email to [gabona@gabona.com](mailto:gabona@gabona.com)
  - 3) via snail mail to the address: 6B Wspólna Droga Street, 05-850 Jawczyce
4. The customer may use the sample return form attached hereto as Appendix 1, but it is not mandatory.

5. If the Seller does not accept the reported return, and the Customer has already sent the Goods to the Seller's premises, the Seller shall send the Goods back to the Customer at the Customer's expense.
6. The seller undertakes to deliver goods without defects.
7. The customer is obliged to send back the Goods in unaltered condition, i.e. the Goods must be in original and undamaged packaging, with complete contents, and the Goods or their components must not bear any traces of use.
8. The customer shall be liable for any diminution in the value of the item resulting from the use of the item other than what was necessary to ascertain the nature, characteristics and functioning of the item.
9. If the order is not received, the customer should contact the Seller. The Seller will try to explain the non-delivery with the courier. The Seller has the right to withdraw from the contract without giving any reason within 14 days from the conclusion of the contract, by sending the Customer an appropriate statement. This does not result in any claims to the Seller on this account.
10. The Customer is obliged to examine the shipment at the time and in the manner usual for the type of shipment, and should immediately take steps to determine the liability of the carrier. The Seller shall not be liable for loss, loss, damage to the Goods and for any delay in the carriage of the consignment arising from acceptance for carriage until delivery to the Customer.

## **§ 8 Complaining about Goods**

1. The Seller disclaims liability under warranty to the maximum extent permitted by law. A warranty claim is subject to the approval of the Seller in each case. Upon notification of the desire to make a complaint under the warranty, the Seller will contact the Customer and inform him of its decision in this regard.
2. The Seller's responsibility for product defects, including the complaint process, is regulated in this paragraph.
3. The submission of a complaint is done via an email sent to the Customer Care Manager.
4. Goods must be returned by registered / recorded delivery (with receipt).
5. If the goods are picked up by the Seller, the cost of return shipping will have to be paid by the Customer, unless otherwise agreed in advance.
6. Goods are in conformity with the contract if, in particular, their description, type, quantity, quality, completeness and functionality remain in conformity with the contract.
7. In the event that the condition of the returned Goods raises doubts, the Seller shall inform about the initiation of procedures related to the examination of the condition of the Goods, such expert opinion. The Seller reserves the right to contact the Customer by e-mail or telephone after the aforementioned procedure has been carried out in order to make further arrangements in connection with the complaint, and to inform about the rejection of the complaint due to the procedures indicated in the first sentence.
8. The seller will consider the complaint immediately, but no later than within 30 days.
9. The total liability of the Seller in relation to the Customer on account of non-performance or improper performance of the contract by the Seller, is limited to the amount of the price paid for the Goods and the cost of delivery. The Seller shall not be liable for lost profits in relation to the Customer.

## **§ 10 Provision of services by electronic means**

1. The Vendor shall take measures to ensure fully correct operation of the Platform, to the extent of current technical knowledge, and undertakes to rectify within a reasonable time any irregularities reported by Customers.
2. The unpaid services provided electronically by the Seller are:
  - 1) The ability to create an account on the Platform,
  - 2) The possibility of concluding a contract with the Seller electronically,
  - 3) The ability to receive the Newsletter.
3. The Seller may terminate the contract for the provision of electronic services for the maintenance of the Customer's account with immediate effect and without indicating reasons. This shall not result in any claims to the Seller on this account.

## **§ 11 Personal data protection**

1. The administrator of Customers' personal data collected through the Platform is the Seller.
2. The rules for the processing of personal data of their recipients and the Customer's rights are contained in the Platform's Privacy Policy, available at: <https://b2b.gabona.com/pl/polityka-prywatnosci>

## **§ 12 User Content**

1. User Content is content posted independently or through the Store by any User:
  - 1) reviews or comments about the store or products,
  - 2) additional information, not required when placing an order, contained in the customer's account, posted independently or through the Store.
2. The user may not publish content that constitutes illegal content as defined by the Digital Services Act (DSA) or is otherwise not in compliance with the law, these terms and conditions or good morals, in particular:
  - 1) content used to commit an offense or crime,
  - 2) content that violates personal rights or copyrights,
  - 3) Content having the nature of spam,
  - 4) content to conduct unfair competitive activities, including unauthorized marketing activities,
  - 5) Content that is incompatible with the subject matter of the service to which they relate.
3. We can verify, block and remove illegal content - with objectivity and due diligence.
4. Notification of illegal content should include:
  - 1) sufficiently substantiated explanation of the reasons why the person or entity in question alleges that the relevant information constitutes illegal content,
  - 2) indicating, if possible, the electronic location of the information, such as the URL and additional information to identify illegal content,

- 3) The name and surname or name and e-mail address of the person or entity making the report - except for a report on information considered to be related to one of the crimes referred to in Articles 3-7 of Directive 2011/93/EU;
  - 4) a statement confirming the bona fide belief of the person or entity making the notification that the information and allegations contained therein are correct and complete.
5. If, as a result of verification undertaken on our initiative or resulting from a report, we determine that certain content is illegal, we may decide to block or remove it.
6. Both a User who has submitted content and disagrees with the decision we have made, and a User whose content we have deemed illegal, have the right to appeal content decisions through the contact point indicated in paragraph 13 below. The appeal should include your name, contact information and reasons for requesting a change in the decision.
7. Once an appeal is submitted, we will immediately acknowledge receipt and process it within 14 days. Appeals will not be processed by automated means. Justification of our decision will be made in accordance with all requirements under the Digital Services Act.
8. The user has the right to appeal content decisions through the contact point indicated in paragraph 13 below. The appeal should include the User's name, contact information and the reasons for requesting a change in the decision.
9. In case of blatant non-compliance with the provisions of this section and publication of illegal content, we may decide to temporarily block (suspend) or delete the account, as well as limit the functionality of the account.
10. As a condition for making a decision regarding a user's account, objectivity and due diligence are required. Such a decision may be appealed, which will not be processed by automated means. The appeal will be considered within 14 days, and the User will be immediately informed of the outcome.
11. We are not responsible for User Content if:
  - 1) we have no actual knowledge of illegal activity or illegal content, and with respect to claims for damages, we are unaware of facts or circumstances that clearly demonstrate illegal activity or illegal content;
  - 2) we take prompt appropriate action to remove or prevent access to illegal content when we obtain such knowledge or message.
12. In the event that we acquire any information giving rise to a suspicion that a crime threatening the life or safety of a person or persons has been, is being or may be committed, we shall immediately inform the law enforcement or judicial authorities of the Member State or Member States concerned of our suspicion and provide all available information on the subject.
13. We have established a point of contact for our Digital Services Act (DSA) obligations and through which the relevant authorities and Users can communicate with us: [gabona@gabona.com](mailto:gabona@gabona.com) . Using the indicated e-mail address, it is possible, in particular, to report content that the User considers illegal.
14. None of the above provisions is intended to limit the rights of the User and should not be interpreted in this way.



### **§ 13 Final provisions**

1. All rights to the Platform and the Goods offered, including intellectual property rights, property and personal copyrights belong to the Seller. Without the consent of the Seller, it is not possible, among other things, to duplicate, rework the content offered by the Seller.
2. The Seller reserves the right to make changes to the Terms and Conditions for important reasons, such as, for example, a change in the offer, a change in the law. Registered Customers will be informed of the planned change to the Rules and Regulations by e-mail, with due notice, prior to their publication and entry into force.
3. The Seller reserves the exclusive right to change the prices of products offered through the Platform, change or withdraw the products offered, add new products and conduct promotional campaigns.
4. The Vendor shall not be liable to Customers for any inability to use the Platform, in particular interruptions due to technical reasons (maintenance, inspection, equipment replacement, etc.) or other circumstances.
5. In matters not covered by these Regulations, the generally applicable provisions of Polish law and the provisions of the contract of cooperation, if any, concluded between the Customer and the Seller shall apply.
6. The competent court to resolve disputes between the Seller and the Customer is the court with jurisdiction over the registered office of the Seller.
7. If a dispute arises under the concluded sales contract, the parties will seek to resolve the matter amicably.
8. The appendices to these Regulations, which are integral parts thereof, are: Attachment No. 1 - Sample return form  
Appendix No. 2 - Model complaint form.

### **ATTACHMENT NO. 1 TO THE REGULATIONS OF THE ONLINE PLATFORM**

Place, date

Client Name:

KRS:

TAX ID:

Customer

Address:

Order No:

**Gabona sp. z o.o.**  
**KRS: 0000877358**  
**Wspólna Droga 6B**  
**05-850 Jawczyce**

### RETURN FORM

I declare that, pursuant to § 7 paragraph 4 of the Regulations of the online purchasing platform b2b.gabona.com, I withdraw from the contract - order number/invoice: ....., concluded on .....concerning the purchase of goods:

.....

.....

.....

.....

Reason for return: .....

Please return the amount .....To bank account number:

.....

**The Goods must be in original and undamaged packaging, with complete contents, and the Goods or their components must not bear any signs of use.**

After acceptance      form      return      please      o      send      goods      to  
address:

Wspólna Droga 6B 05-  
850 Jawczyce Street

Unless otherwise specified, the cost of shipping shall be borne by the customer.

.....  
signature of person authorized  
to make statements

**ATTACHMENT NO. 2**  
**TO THE STORE REGULATIONS OF THE ONLINE PLATFORM**

Place, date

Client Name:  
Customer  
Address:  
Order No:

**Gabona sp. z o.o.**  
**KRS: 0000877358**  
**Wspólna Droga 6B**  
**05-850 Jawczyce**

### PRODUCT COMPLAINT FORM

I hereby notify that the goods purchased on .....goods are inconsistent with the contract

(defective). The defect is .....

.....

.....

Order number (available after logging in or in the order confirmation email)

.....

.....

The defect was found on .....

.....  
signature of person authorized  
to make statements