

General Terms and Conditions

These Terms and Conditions of Trade apply to sales agreements of substrate for the production of mushrooms (hereinafter referred to as: Agreements) concluded between **AGARIS MYCO POLAND SP. Z O. O.** with its registered office in Karszew (hereinafter referred to as Agaris) and the Buyer (hereinafter referred to as: the Buyer), collectively referred to as the "Parties" and shall form an integral part of any Agreement. Whenever the Terms and Conditions refer to an Agreement, the Parties also refer to these Terms and Conditions.

The content of these General Terms and Conditions together with the current attachments is available at www.agaris.com

Orders:

1. Placing an order (hereinafter referred to as the "Order") is tantamount to accepting the General Terms and Conditions by the Buyer.

Orders are placed via e-mail using the Agaris Order Form attached (Attachment 1 – in bulk, Attachment 2 - blocks) to these General Terms and Conditions to the following e-mail address:

zamowienia.f3@agaris.com

Over-the-phone orders are processed only after previous business relations with the Ordering Party and prior confirmation of acceptance of the Terms and Conditions in writing (signature on the earlier Order and/or the Terms and Conditions)

2. The Buyer shall be bound by his Order for a period of 3 days. During this time, Agaris will confirm the acceptance of the order by e-mail, indicating, at least, the type of product, order number, quantity, delivery date, price and delivery method (Order Confirmation). The Agreement shall be effective upon receipt of the Order Confirmation by the Buyer.
3. The delivery date shall be indicated by specifying the week of delivery. The term 'week' corresponds to a calendar week. In addition, Agaris may specify the expected day of the week in which delivery is scheduled. Determination of the delivery date is not binding.
4. The Buyer may cancel an order confirmed by Agaris without obligation to pay contractual penalties no later than six weeks prior to and including the date of delivery. In the event of cancellation of an order from fifth week prior to and including the delivery week, the Buyer shall be obliged to pay a contractual penalty in the amount of:
 - a) 80% of the gross order value if the cancellation takes place in the delivery week or in the week preceding the delivery week.
 - b) 30% of the gross order value if the cancellation takes place between the fifth week before delivery and including the second week before delivery.

If a contractual penalty is calculated, Agaris will issue a debit note payable within 7 days from the date of issue. At the same time, Agaris has the right to withdraw from the calculation of the contractual penalty.

Issuance of goods:

5. The issuance of goods shall mean leaving the goods at the Buyer's disposal on terms agreed between the parties.
6. For delivery, the following apply: EXW Karszew 42, 98-100 Łask, Polska Incoterms 2010 and EXW Wola Makowska 124a, 96-124 Maków, Polska Incoterms 2010, unless the Order specifies another place of delivery and it has been expressly confirmed by Agaris. The parties may agree that Agaris will undertake to arrange transportation to the final destination at the expense and risk of Buyer.
7. Placing the goods at the disposal of the Buyer shall take place in the week specified in the Order Confirmation. The Buyer shall be notified of a specific date of leaving the goods at the disposal of the Buyer via e-mail or telephone.
8. If the completion of the order is impossible as indicated in the order, Agaris will inform the Buyer about this fact within a week preceding the delivery date. In such a case, the Buyer may either set a different date for the completion of the order or allow Agaris to complete the order by Agaris at the Wola Makowska branch.
9. No later than 3 days before the planned delivery date, the Buyer is obliged to notify Agaris by phone or e-mail of the person authorized by them to collect the goods, by submitting their name and surname. If the Buyer does not use the transport means offered by Agaris, they are additionally obliged to indicate the name of the transport company which will collect the goods and, if possible, the registration number of the transport vehicle. Agaris may refuse to release the goods to a person who has not been indicated by the Buyer in the manner specified above. Upon receipt of the Order, please provide the order number indicated by Agaris when accepting the order. Not giving the order number may result in a refusal of goods collection.
10. The responsibility for the destruction or damage of the sold goods and for their accidental loss shall pass to the Buyer at the moment of handing over the goods to the Buyer.
11. Unless expressly stated otherwise by the parties, the Buyer shall bear the transport costs.
12. If the Buyer does not use the transport offered by Agaris, it is the responsibility of the Buyer to provide clean and disinfected vehicles. Agaris may refuse the loading if the vehicle is not suitable for transport or make a decision to clean and disinfect the vehicle at the expense of the Buyer.

Complaints and returns:

13. The Buyer is obliged to inspect the delivered goods immediately upon receipt and in the presence of the representative of Agaris, i.e. the warehouseman, in the event that receipt is made in the warehouse of Agaris or the driver in the event that under the agreement Agaris delivers the goods to the Buyer. The examination of the goods should cover at least the quantity and temperature of the substrate. Testing on behalf of the Buyer shall be performed by the person indicated in accordance with item 9 of these Terms and Conditions.
14. Any reservations concerning the quantity of delivered goods or the temperature of the ground must be reported by the Buyer at the latest at the moment of receiving the goods and marked in the document

in the form of a Stock Issue Confirmation (CI) or a waybill.

15. The buyer is obliged to collect and store information on each crop using the substrate purchased from Agaris (Crop Data Sheet - Attachment 3) and to present it whenever requested by Agaris. The card should contain at least the following information:

- a) date of loading
- b) substrate quantity
- c) mycelium strain
- d) involucre origin - supplier
- e) the date of shock commencement
- f) substrate temperature during cultivation
- g) air temperature during cultivation
- h) ventilation speed (% fan utilization or value in Hz)
- i) circulation
- j) relative humidity %
- k) the amount of CO₂ in ppm
- l) the quantity of water poured in during cultivation
- m) protection measures

16. The buyer is obliged to allow Agaris to inspect the crop, including sampling, compositional testing, taking photographs, etc.

17. Reservations as to the quality of the delivered goods must be reported by the Buyer to Agaris immediately, in any case no later than:

- a) Excessive compost activity and sudden increase in temperature after loading up to 3 days after delivery;
- b) No mycelium growth until day 5 from the day of delivery;
- c) Problems with the removal of primordia up to 11 days after delivery;
- d) Problems with the quality or quantity of mushrooms up to the 3rd day of second batch harvest;
- e) Green mold up to 12 days after delivery.

18. All complaints and returns must be reported immediately via e-mail to the address reklamacje@agaris.com on the Complaint Protocol constituting an attachment (Attachment 4) to these GTCs.

19. Failure to perform by the Buyer, the obligations set out in items 13 - 18 results in the loss of quality assurance to defects of the delivered goods, including rights due to statutory warranty.

20. Liability of Agaris for substrate defects is limited to the damage actually incurred by the Buyer and to an amount equal to the net price paid for the substrate batch to which the defect is related to.

Payment:

21. The buyer is obliged to pay the price before the goods are handed over, unless the parties have agreed on a more convenient payment term. Payment of the price shall be completed upon crediting the

amount paid by the Buyer on Agaris' account.

22. If the price is to be paid in whole or in part before the goods are released, Agaris has the right to refuse to release the goods to the Buyer until the price has been paid.
23. If the Parties have agreed on a more convenient payment term than the one specified in item 20, then a delay in the receipt of goods by the Buyer does not affect the payment term, which is counted from the date on which the goods were given to the Buyer.
24. Agaris may grant the Buyer a trade credit (deferred payment). Agaris reserves the right to terminate the credit granted to the Buyer at any time and with immediate effect in the event that the receivables are not paid on time.
25. In the event of a late payment, Agaris is entitled to demand statutory interest on the outstanding amount.
26. Payments made by the Buyer may be counted towards the payment of interest first by Agaris.

Applicable law, interpretation of the agreement, language:

27. The Agreement shall be governed by and construed in accordance with the Polish law.
28. Disputes arising under the Agreement shall be resolved by the courts having jurisdiction over the registered office of Agaris.

ATTACHMENT 1 - Purchase Order Phase III in bulk Agaric Myco

....., on.....

Company:.....

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ORDER NO. /2019

I order the substrate for cultivation of Phase II BULK mushrooms on the following terms:

Placing an order is tantamount to accepting the General Terms and Conditions by the Ordering Party. The General Terms and Conditions are available on the following website www.agaris.com

No.	Delivery date	Quantity (tons)	Mycelium strain	Substrate feeding type
1.				
2.				
3.				
4.				
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8.				
9.				
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41.				

Order confirmation:	
Date	Stamp and signature

**Signature and stamp of the
the Buyer:**
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ATTACHMENT 2 - Purchase Order Phase III blocks Agaris Myco

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Company:.....

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ORDER NO. /2019

I order a substrate for the cultivation of mushrooms phase III in cubes on the following terms:

Placing an order is tantamount to accepting the General Terms and Conditions by the Ordering Party. The General Terms and Conditions are available on the following website www.agaris.com

No.	Delivery date	Number of tons/units	Mycelium strain	Substrate feeding type
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
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15.				
16.				
17.				

18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				

Order confirmation:

Date
signature

Stamp and

Signature and stamp of the

the Buyer:

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ATTACHMENT 4 – Agaris Myco Complaint Protocol**SUBSTRATE COMPLAINT PROTOCOL****GENERAL INFORMATION :**

Name and surname of the Buyer.. ..

Buyer's address:

Contact phone:

E-mail address:

Cultivated area (real m2)

Compost mass (bulk, cube,)

Date of compost acquisition.....

Delivery note number PW/FV

Delivery of goods from : Karszew / Wola Makowska

Transportation of goods:

SITE DESCRIPTION:Air-conditioning
.....Ventilation
.....Manner of application of compost
.....Thermal disinfection
.....Chemical disinfection (state the chemicals used)
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.....Hygienic condition on site
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.....**COMPLAINT reason description :**



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Buyer's requirements:

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Date and signature of the person representing the mushroom farm
Date and signature of the person representing the Composting plant
(MANDATORY FIELD WITH SIGNATURE)

Please attach to the protocol:

- *a scan of the crop control card, or a computer graph printout*
- *pictures of the hall involved in the complaint showing the whole crop and problematic areas*
- *proof of delivery.*

To be filled in by the composting plant

Reason for acceptance / rejection of the complaint:
Tunnel No

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SCOPE OF ACCEPTED COMPLAINT

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Date and signature of the person accepting the complaint