

FDCM.EU PURCHASING PLATFORM REGULATIONS

1. DEFINITIONS

1. **Purchasing Platform Operator** – FDCOM E-COMMERCE S.A., registered office address: ul. Krzysztofa Komedy 2/3, 02-517 Warsaw, entered into entrepreneurs' register of the National Court Register conducted by District Court for capital city Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number: 0001147589, NIP: 5214100463, share capital: 100,000.00 zloty, capital paid in: 25,000.00 PLN, e-mail: foodcom@foodcom.pl, phone: +48 22 652 36 59
2. **Seller** - Foodcom S.A., registered office address: ul. Krzysztofa Komedy 2/3, 02-517 Warsaw, entered into entrepreneurs' register of the National Court Register conducted by District Court for capital city Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number: 0000527828, NIP: 5213680286, share capital: 1,600,000.00 zloty, capital paid in: 475,000.00 PLN, BDO 000586322, e-mail: foodcom@foodcom.pl, tel. +48 22 652 36 59;
3. **Buyer** – (i) a natural person with full legal capacity, including a natural person concluding a contract directly related to his/her business activity, when it results from the content of this contract that it is not of a professional nature for this person, or (ii) any entrepreneur within the meaning of Article 43¹ of the Civil Code, including legal person, organizational unit not having legal personality, which separate regulations grant legal capacity, or a natural person conducting business activity, concluding a contract as part of the business activity conducted, which is of a professional nature for him/her;
4. **Party/Parties** - Buyer or Seller/Buyer and Seller;
5. **Purchasing Platform** – the fdc.com.eu website, run by the Purchasing Platform Operator;
6. **Account** – a separate space on the Purchasing Platform, where the Buyer can provide their data, choose payment methods and track the history of placed Orders. The Account is identified by means of an individual login (which is the Buyer's e-mail) and password, assigned by the Buyer during registration;
7. **Newsletter** – a service provided by the Purchasing Platform Operator, enabling the Buyer to receive, with his prior consent and until its revocation, materials relating to the Purchasing Platform, Goods and the activities of the Purchasing Platform Operator and the Seller;
8. **Order** – a declaration of the Buyer regarding the intention to purchase Goods, submitted by the Buyer to the Seller via the Purchasing Platform, resulting directly in the conclusion of a Sales Agreement between the Buyer and the Seller;
9. **Goods** – specific movable items available on the Purchasing Platform, which are the subject of Sales Agreements;
10. **Minimum Order** – the quantity of Goods expressed in units of measurement (e.g. kg, liter, MT), below which it is not possible to place an Order;
11. **Sales Agreement** – an agreement concluded on the Seller's form, specifying in particular the name of the Goods and their description (specification), quantity, price, on the basis of which the Seller sells the Goods to the Buyer, and the Buyer undertakes to pay the price for the Goods and collect them. The Sales Agreement is concluded as a conditional

agreement under the resolutive condition, if within 3 business days after placing the Order the Seller informs the Buyer that the stock of the Goods covered by the Sales Agreement is not sufficient to perform the Sales Agreement. To meet the said deadline, it is sufficient for the Seller to send an e-mail message to the e-mail address provided by the Buyer when placing the Order. The General Sales Conditions available at the website https://foodcom.pl/uploads/legal/Foodcom_OWS_PL.pdf apply accordingly to the Sales Agreement;

12. **Unit Price** – the value of the Goods expressed in Polish currency (PLN) or in European currency (EUR) per unit of measurement (e.g. kilogram, ton, liter). The Unit Price is a net price, not taking into account any liabilities resulting from the provisions of public law, in particular taxes and other fees and charges, to which the Buyer is separately obliged to bear;
13. **Price** – the value of the Goods expressed in Polish currency (PLN) or in European currency (EUR), resulting from the multiplication of the Unit Price and the quantity of the Goods, increased by public law liabilities, in particular taxes. The Price is a gross price;
14. **Privacy Policy** – document available at the internet address <https://fdcm.eu/>;
15. **Regulations** – this document specifying the rules for providing electronic services by the Purchasing Platform Operator, placing by the Buyer and fulfilling by the Seller Orders for Goods placed on the Purchasing Platform. The Regulations are subject to Polish law.

2. ELECTRONIC SERVICES PROVIDED BY THE PURCHASING PLATFORM OPERATOR

1. Through the Purchasing Platform, the Purchasing Platform Operator provides the following services:
 - Account,
 - Newsletter,
 - possibility of placing an Order.
2. In order to set up an Account, the Buyer should provide their e-mail address (where the Buyer is aware that this should be a real address belonging to the Buyer) and set an individual password (where the Buyer is aware that they should not share the password with third parties and keep it confidential). The Buyer will receive a registration link to the e-mail address provided during registration, clicking on which will enable the activation of the Account.
3. A necessary condition for creating an Account is for the Buyer to submit, by checking the appropriate boxes, declarations of having read and accepted the Regulations and of consent to the processing of personal data (processing is carried out in accordance with the Privacy Policy). The Buyer also has the option of expressing consent to receive the Newsletter, but this is not a necessary condition for creating an Account.
4. When completing the Account with data, the Buyer is obligated to provide true data that belongs to him.
5. Having an Account on the Purchasing Platform is not a necessary condition for placing an Order.
6. The provision of the Newsletter service begins when the Buyer selects consent to receive promotional materials at the email address provided by them. Consent can be selected when creating an Account, placing an Order or directly on the main page of the Purchasing Platform.
7. The services provided on the Purchasing Platform are provided by the Purchasing Platform Operator free of charge for an indefinite period of time, but no later than the date of resigning from the Account service by the Buyer or unsubscribing from the Newsletter.
8. The Buyer's resignation from the Account service is made by deleting the Account by the

Buyer. The Buyer deletes the Account by checking the appropriate box and then clicking the link received by the Buyer at the email address that is the login to the Account.

9. The Buyer may unsubscribe from the Newsletter by clicking on the unsubscribe link contained in the Newsletter sent to the Buyer or by sending an e-mail message to foodcom@foodcom.pl containing a declaration of unsubscription from the Newsletter or a written declaration of unsubscription from the Newsletter to the address of the Purchasing Platform Operator.
10. The buyer's resigning from the Account or Newsletter service is tantamount to the termination of the agreement for the provision of these services.
11. Termination of the agreement for the provision of services by the Purchasing Platform Operator is only permissible in the event of a breach by the Buyer of the provisions of these Regulations, to the extent specified in points 2.2, 2.4, 6.3 and 6.4. Termination shall be effected with a period of 7 days and shall be effected by sending to the Buyer, to the e-mail address provided by him, an appropriate statement of the Operator of the Purchasing Platform or in writing to the Buyer's address.
12. If the agreement has been terminated by the Purchasing Platform Operator, the Buyer's subsequent use of the services provided via the Purchasing Platform requires prior approval by the Purchasing Platform Operator.

3. COMPLAINTS REGARDING ELECTRONIC SERVICES

1. Complaints related to the services provided by the Purchasing Platform Operator should be submitted electronically to the e-mail address: foodcom@foodcom.pl or in writing to the address of the registered office of the Purchasing Platform Operator.
2. The complaint should include the data of the person submitting the complaint (in particular contact details enabling a response to the complaint), the nature of the complaint and the proposed method of resolving the complaint.
3. The Operator of the Purchasing Platform will consider the complaint and inform about its result in the manner indicated by the complainant (and if the complainant has not indicated the manner of response, the response will be provided in the same manner in which the complaint was submitted) within 14 days from the date of receipt of the complaint (to meet the deadline, it is sufficient to send a response to the complainant).

4. PLACING ORDERS AND CONCLUSION OF A SALES AGREEMENT

1. The Buyer places an Order by completing the following steps:
 - entry to the Purchasing Platform,
 - selection of the Goods, their quantity (not less than the Minimum Order), place of loading, delivery method and category (depending on the Goods, the selection options may vary) and acceptance of the selections by clicking the "Add to cart" field,
 - after the information containing a summary of the Goods in the "cart" appears, click on the "Proceed to order" field,
 - indicating the Buyer's data (including name, registered office address, tax identification number, e-mail address and telephone number) or logging into the Buyer's Account (if the Buyer has previously registered a Buyer's Account) and selecting the payment method. In this step, the Buyer, if he has not done so before, may also register a Buyer's Account by checking the "Create an account" box,

- submitting a declaration of having read and accepted 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),
 - submitting a declaration of having read and accepted the sanctions declaration (a necessary condition for placing an Order),
 - submitting a declaration of having the status of an entrepreneur within the meaning of Article 43 ¹ of the Civil Code (including legal person, organizational unit not having legal personality, which separate regulations grant legal capacity, or a natural person conducting business activity, concluding a contract as part of the business activity conducted, which is of a professional nature for him/her / familiarizing oneself with the conditions for withdrawal from a contract concluded at a distance by a natural person who does not conduct business activity or concludes a contract directly related to business activity, when it results from the content of this contract that it is not of a professional nature for this person (a necessary condition for placing an Order),
 - clicking on the "Order" field.
2. When placing an Order, the Buyer also has the option to create an Account by checking the appropriate box.
 3. At the moment of placing the Order, a Sales Agreement is concluded between the Seller and the Buyer regarding the Goods selected by the Buyer.
 4. Confirmation of the Order and confirmation of the terms of the Sales Agreement are sent to the e-mail address provided by the Buyer when placing the Order.
 5. Unless the resolutive condition is met and the Buyer has paid the Price, within 5 business days from the date of conclusion of the Sales Agreement, a message containing information about the loading address of the Goods and a unique code, the provision of which at the loading place is a condition for receiving the Goods, is sent to the e-mail address provided by the Buyer when placing the Order. The Buyer is obliged to collect the Goods from the indicated place within 3 business days after receiving the aforementioned information .

5. INVOICE AND PAYMENTS

1. The following payment methods are available on the Purchasing Platform:
 - bank transfer,
 - payment via online payment service,
 - card payment.
2. In case of choosing payment by bank transfer, the Buyer is obliged to pay the Price within one business day from the date of conclusion of the Sales Agreement, indicating the Order number in the transfer title. The date of posting the Price to the Seller's bank account is decisive.
3. If payment is made using an online payment service, it requires familiarization and acceptance of the rules of such payments, specified by the operators providing these services.
4. The Buyer consents to the Seller issuing invoices in electronic form and sending them to the e-mail address indicated in the Order.

6. MISCELLANEOUS PROVISIONS

1. These Regulations are available free of charge at: <https://fdcm.eu/>
2. Purchasing Platform Operator reserves the right to modify the Regulations at any time, however, the modification does not apply to services provided and Orders placed before the date of modification or Sales 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 Sales Agreements.
3. The Regulations are modified by placing them on the Purchasing Platform at least 14 days before the modification comes into effect. In addition, within the specified period, Buyers using the Account and Newsletter services will be informed about the modification by e-mail, in a way that allows them to familiarize themselves with the content of the modification and to terminate the contract for the provision of services in the event of non-acceptance of the modification.
4. Each person using the Purchasing Platform is obliged to do so in a manner consistent with the law and good customs, in particular by respecting personal rights and copyrights and intellectual property rights made available by the Purchasing Platform Operator on the Purchasing Platform and the rights of third parties. It is prohibited to place illegal content on the Purchasing Platform.
5. Any copying or modification of the Purchasing Platform, in whole or in part, and regardless of the purpose of such activities, is prohibited.
6. All rights to the Purchasing Platform, including the text and its graphic elements, IT mechanisms, layout and other elements, are reserved.
7. In matters not regulated by these Regulations, the relevant provisions of Polish law shall apply, in particular the Act of 18 July 2002 on the provision of services by electronic means.