

1. DEFINITIONS

1. **GSC** - these General Sales Conditions;
2. **Order** - declaration concerning the intention to purchase the Goods, sent by the Buyer to the Seller, containing information about conditions of sale of the Goods expected by the Buyer, such as: designation (name) and quantity of the Goods, price, delivery and payment conditions;
3. **Seller** - Foodcom S.A., address: ul. Krzysztofa Komedy 2/3, 02-517 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 Division of the National Court Register, under KRS number: 0000527828, NIP: 521-368-02-86, amount of the initial capital: PLN 1,600,000.00, paid-up capital: PLN 475,000.00, BDO 000586322;
4. **Buyer** - any entity, including a legal person, organizational unit without legal personality or a natural person conducting business activity, being a Party to the Sales Agreement, which purchases Goods on the conditions specified in the Sales Agreement and in the GSC;
5. **Party/Parties** - the Buyer or the Seller/the Buyer and the Seller;
6. **Goods** - specific food products entered in the GOODS field of the Sales Agreement, being the subject of the Sales Agreement;
7. **Sales Agreement** - a contract concluded on the Seller's form, specifying in particular the Essential Conditions, on the basis of which the Seller sells the Goods to the Buyer and the Buyer undertakes to pay the price for the Goods;
8. **Essential Conditions** - name of the Goods and their description (specification) with documentation required, quantity, price, delivery date and payment date.

2. GENERAL TERMS

1. These GSC shall form an integral part of each Sales Agreement, irrespective of whether the Sales Agreement refers to these GSC.
2. The Parties are bound only by the Sales Agreement and the GSC. The provisions included in the Sales Agreement and the GSC are exhaustive. Therefore, the Parties explicitly exclude the possibility of applying to the Sales Agreement concluded between the Parties any other provisions that do not directly stem from it, in particular the provisions included in the contract templates, regardless of their name and issuing entity, including such terms and conditions of the Buyer, chambers of commerce, commodity exchanges, etc., regardless of the fact that the Buyer explicitly or implicitly refers to such terms and conditions. The provisions of the Sales Agreement may be amended only in documentary form under pain of nullity, upon the agreement of both Parties.
3. Subject to point 4, the provisions of the GSC may be modified or their application excluded only in the content of a specific Sales Agreement. In case of irreconcilable discrepancies between the provisions of the Sales Agreement and the GSC, the provisions of the Sales Agreement shall be binding.
4. The Seller reserves the right to modify the GSC at any time, the modification shall not apply to Sales Agreements already concluded. For particular Sales Agreements shall apply the GSC in force on the day of signing of the Sales Agreement by the Seller and if this day is not specified, then on the day of concluding the Sales Agreement are applicable.
5. Failure by the Seller to exercise certain rights under the GSC or generally applicable laws shall not mean that the Seller waives them in whole or in part and shall not deprive the Seller of the right to assert claims related thereto in the future.

3. CONCLUSION OF THE AGREEMENT

1. The condition for the effective conclusion of the Sales Agreement is its signing, at least on the part of the Seller, by a person or persons authorized to represent the Seller, which include only members of the Management Board acting in accordance with the principles of representation and proxies acting in accordance with the manner of exercising the power of attorney granted. The Sales Agreement shall be concluded only if:
 - a. The Buyer has submitted the Order on the Sales Agreement form used by the Seller - as soon as the Seller signs this form and sends it to the Buyer, without the need for the Buyer to sign the Order;
 - b. The Buyer has submitted the Order without the use of the Sales Agreement form used by the Seller (in particular by phone or in an e-mail message) – upon expiry of 3 days from the date of sending to the Buyer

the Sales Agreement form signed by the Seller and compliant with the contents of the Order in the scope of the Essential Conditions, or earlier if the Buyer has signed the Sales Agreement and sent it back to the Seller before the expiry of this term;

- c. The form of the Sales Agreement signed by the Seller is not compliant with the content of the Order (irrespective of its form) as regards the Essential Conditions - upon signing of the Sales Agreement by the Buyer and sending it back to the Seller.
2. For the conclusion of the Sales Agreement form by either Party in accordance with the provisions of point 1 it is sufficient to send it maintaining the documentary form, i.e. as a signed scan by e-mail to the e-mail address of a given Party being the addressee, specified in the Sales Agreement.
3. In case when the form of the Sales Agreement signed by the Seller is not consistent, as far as the terms and conditions other than the Essential Conditions are concerned, with the Order (irrespective of its form) or arrangements made by the Parties by way of electronic or telephone correspondence, these terms and conditions shall be deemed accepted by the Buyer, unless the Buyer reports by e-mail within 3 days any objections or changes to the contents of the Sales Agreement sent by the Seller. If any objections or amendments are submitted within this period, they shall be binding upon the Parties only if expressly accepted by the Seller. Failure to accept the objections or amendments shall result in a failure to conclude the Sales Agreement.
4. If the Buyer does not make any comments on the signed scan of the Sales Agreement sent by the Seller and in response within 3 days sends to the Seller another document of the sales agreement or the order signed by the Buyer, containing the Essential Conditions previously agreed by the Parties, and then proceeds to perform the agreement, the agreement shall be considered concluded between the Parties on the terms and conditions set forth in the Sales Agreement and the GSC. The provisions included in the document sent by the Buyer, pursuant to Chapter 2 point 2 of the GSC, are not binding on the Parties unless the document sent by the Buyer has been signed by a person authorized to represent the Seller referred to in point 1.

4. PRICE AND PAYMENT CONDITIONS

1. The price for the Goods is each time determined per unit of measure or weight or in total for all Goods in the Sales Agreement.
2. The price stated in the Sales Agreement shall be net price, exclusive of any public and legal charges, in particular taxes and other fees and charges which the Buyer is separately obliged to pay. In the event that appropriate regulations are introduced by a competent authority in relation to the Goods covered by the Sales Agreement, imposing – also retrospectively – anti-dumping duties and/or other such public and legal charges, the Seller is entitled to increase the Price by the amount of such charges.
3. In the absence of any other arrangements as to the form and date of payment in the Sales Agreement, the Parties agree that the payment of the price will be made no later than 3 days before the planned date of shipment of the Goods, to the bank account of the Seller indicated in the invoice sent by e-mail to the Buyer at the e-mail address specified in the Sales Agreement. The aforementioned payment date shall always apply in the event when the Buyer does not have a valid insurance of receivables (trade credit) in TU Euler Hermes S.A. or other entity of this type or has exceeded the limit granted to it by such insurance company.
4. The payment is considered to have been made when the funds are credited to the Seller's bank account indicated on the invoice.
5. In the event of delay in payment of the price or any part thereof, the Seller, retaining the right to any other remedies provided by applicable law and to claim damages on general principles, may take some or all of the following actions:
 - a. suspend performance of all of its obligations towards the Buyer, and in particular, withhold delivery of the Goods subject to any Sales Agreement concluded between the Parties or withhold other performance arising from any sales agreement or other contract concluded between the Parties until the price for the Goods has been paid in full;
 - b. charge the maximum interest for delay in commercial transactions from the unpaid sale price of the Goods, for each day of delay;
 - c. to report the Buyer to the register of insolvent debtors or to the registers of debtors kept by the business information offices, according to the principles specified in the relevant provisions of law.

6. In the event of a delay in payment of all or part of the price for the Goods exceeding 7 days, the Seller is entitled, without separate authorization, to sell the Goods to a third party and to claim compensation from the Buyer on general terms in the event of damage incurred in this respect.
7. In the event of delay in payment of all or part of the price for the Goods exceeding 14 days, the Seller is also entitled to withdraw from the Sales Agreement in full or in unperformed part, without setting an additional date for the Buyer. The statement of withdrawal from the Sales Agreement requires a documentary form and may be submitted within 180 days from the expiry of the payment deadline. This does not affect the right of the Seller to claim payment of interest accrued until the date of withdrawal from the Sales Agreement by the Seller, as specified in this Chapter, point. 5 b) of the GSC and to claim damages on general terms.
8. Lodging a complaint does not release the Buyer from the obligation to pay for the whole of the Goods within the agreed period.
9. The Seller shall have the right to deduct any its due and undue liabilities to the Buyer arising from the Sales Agreement with the Buyer's liabilities to the Seller, even if not yet due. To submit a statement of deduction it is sufficient to maintain a documentary form and send it by e-mail to the Buyer's e-mail address given in the Sales Agreement.
10. The Buyer shall not be entitled to deduct any of his liabilities with the Seller's liabilities to the Buyer, without prior written consent of the Seller.

5. DELIVERY AND TRANSPORT OF GOODS

1. When determining the conditions of delivery and transport of Goods in international trade, the Parties shall apply the Incoterms 2020, and in domestic trade they shall apply these principles respectively, subject to contrary provisions of the GSC and/or the Sales Agreement.
2. If the Parties have not specified in the Sales Agreement which Incoterms 2020 rule will apply, the Parties agree that the DDP (Delivered Duty Paid) rule will apply.
3. The Buyer is obliged to collect the Goods at the place and date specified in the Sales Agreement.
4. In the event of delay in collecting the Goods by the Buyer, for any reason not attributable to the Seller, the Seller is entitled to unload the Goods at the risk and expense of the Buyer and/or to store the Goods after the date of their taking over until the time of their taking over at the risk and expense of the Buyer, and if the delay exceeds 7 days, to sell the Goods to a third party without separate authorisation. Additionally in each case of delay, the Seller is entitled to charge a contractual penalty in the amount of 0.5% of the gross price of the uncollected Goods for each day of delay, not more than 15% of this gross price. In addition, the Seller may suspend the performance of any of its obligations towards the Buyer, and in particular, withhold the release of the goods covered by any sales agreement concluded between the Parties or withhold the performance of any other benefit resulting from any sales agreement or other agreement concluded between the Parties, until the Goods are collected by the Buyer.
5. In the event of the Buyer's delay in collecting the Goods of at least 14 days from the date of delivery specified in the Sales Agreement, and in case there is no such a date specified in the Sales Agreement - from the date specified by the Seller, the Seller may withdraw from the Sales Agreement in full or in part, due to the Buyer's fault, without setting an additional date. The statement of withdrawal from the Sales Agreement requires a documentary form and may be submitted within 180 days from the date of collection of the Goods. In such a case the Seller - retaining the right to claim payment of the contractual penalty for the entire period of delay - shall be entitled to charge a contractual penalty in the amount of 15% of gross price of the uncollected Goods. Payment of the contractual penalties does not deprive the Seller of the right to claim for damages caused by the Buyer, exceeding the amount of the reserved contractual penalty, on general civil law terms and conditions.
6. In the event of delay in delivery of the Goods to the Buyer, for any reason not attributable to the Seller, the Seller is entitled, at its discretion, to rescind the Sales Agreement within 7 days from the date when the Goods were to be delivered or to postpone the planned delivery date to another date, justified by the circumstances, however, not longer than 30 days. In such case the Buyer, prior to the expiry of the aforementioned 30-day period, shall not have the right to rescind the Sales Agreement or claim any compensation from the Seller and shall not be released from its obligations towards the Seller resulting from the Sales Agreement.
7. At the moment of acceptance of the Goods, the Buyer should inspect the condition and quantity of the delivered Goods, in particular their packaging, labels and other elements agreed by the Parties for shortages and other

obvious inconsistencies with the Sales Agreement. In the event of the Buyer's failure to make a complaint in the manner specified in Chapter 6, point. 1 of GSC, it is acknowledged that the Goods have been delivered in accordance with the Sales Agreement, and the Buyer is not entitled to any claims later on, related to the condition and quantity of the delivered Goods. The exact quantity of the Goods at the time of delivery may differ by +/- 5% in relation to the quantity specified in the Sales Agreement, which is not considered non-compliance with the Sales Agreement.

8. At the moment of handing over the Goods to the Buyer, and in the case of delay in collection of the Goods by the Buyer for which the Seller bears no responsibility - at the date specified in the Sales Agreement as the scheduled date of delivery, a risk of accidental loss or damage to the Goods passes from the Seller to the Buyer.

6. LIABILITY, COMPLAINTS AND LIMITED WARRANTY

1. The term to file a complaint referred to in Chapter 5 point 7 of GSC is 3 days from the date of delivery of the Goods. In the case of other defects, the Buyer is obliged to examine the Goods within 7 days from the date of its receipt, and if defects are found, submit a complaint within 7 days from their discovery. In each case a complaint must be sent to the e-mail address of the Seller, which has been provided as the contact address of the Seller, in the Sales Agreement, under pain of refusal. The Buyer, immediately, after noticing a defect, should also contact the Seller by phone using the Seller's contact number indicated in the Sales Agreement and inform about the noticed defects.
2. The complaint must contain a detailed description of the defect and documentation confirming its existence (in particular the results of tests carried out by one of the renowned laboratories, e.g. Eurofins, J.S. Hamilton, SGS, if the testing of a given Good is within the scope of accreditation of a given laboratory or information about ordering such tests), with precise specification of the part of the Goods concerned and the Buyer's claims against the Seller, while the Seller is not bound by the content of the Buyer's request.
3. The complaint meeting the conditions set out in points 1 and 2 will be considered by the Seller within 30 days of its receipt by the Seller. This term may be extended once for the next 30 days, provided that, before its expiry at the latest, the Seller has informed the Purchaser about the extension of the term. In case of failure to meet the deadline for complaint handling, it shall be deemed that the complaint has been rejected as a whole.
4. Without prejudice to the provisions of Chapter V, point 7 of GSC, the Seller as an intermediary may grant to the Buyer a limited warranty for the Goods, if it has been specified in the content of the Sales Agreement or in a separate warranty document, constituting an attachment thereto, together with determining the warranty period. Specification in the Sales Agreement or in any document issued by the manufacturer of the Goods the expiration date or final consumption date of the Goods is equal to granting a limited guarantee for the Goods by its manufacturer until the lapse of this term. Conditions and term of warranty granted by the Seller for the Goods shall each time depend on conditions and term established by the manufacturer of the Goods. In the absence of detailed warranty conditions, in the content of the Sales Agreement or in a separate warranty document, it is assumed that the granted warranty applies only in the case of storage and transportation of the Goods in appropriate conditions. Warranty claims include only the right to replace the defective goods or to reduce the price, while the term of the granted warranty cannot be longer than the expiration date or final consumption date of the Goods, specified by the manufacturer of the Goods or by the Parties in the Sales Agreement or in the appendix to the Sales Agreement.
5. Recognition of claims under the guarantee by the Seller, will be in each case subject to recognition of the complaint by the manufacturer of Goods. The Buyer may not demand directly from the Seller replacement or repair of the Goods, or refund or price reduction, or make any other claims resulting from the granted limited warranty, in case the complaint is not recognized by the manufacturer of the Goods.
6. The limited warranty referred to in these GSC, if granted in accordance with point 4 above, is granted exclusively to the Buyer and may not be transferred to third parties who have no right to make any claims against the Seller.
7. The provisions of points 1-3 above shall apply respectively to the complaint under limited warranty.
8. Hereby, if the warranty conditions for the given Goods provide for the Buyer the right to rescind the Sales Agreement, this right is excluded in the event when a physical defect of the Goods is insubstantial. In the event when a defect is substantial, the right to rescind the Sales Agreement applies only to that part of the Goods which is affected by the defect, regardless of the fact whether the defect refers to the Goods delivered in one or more batches within the same Sales Agreement. A rescission of the Sales Agreement in full shall be allowed only when

a defect applies to the entirety of the Goods subject to the Sales Agreement.

9. The Seller recommends that the Goods be assessed in a manner accepted and appropriate for given goods (in particular in a laboratory) before their further use, as the Seller is not responsible for the further use of the Goods by the Buyer. Apart from the assurances indicated in the Sales Agreement, the Seller does not make any other assurances or guarantees regarding the quality of the Goods, their intended use or application.
10. The application of statutory regulations concerning the Seller's liability for physical defects of goods is hereby excluded, whereas the Seller's contractual liability is limited only to cases of intentional guilt.

7. FORCE MAJEURE

1. The Seller shall not bear any liability for delays, in particular in shipment and delivery of the Goods as well as for breach, undue performance or non-performance of its contractual obligations, in full or in part, and reserves the right to suspend performance or rescind the Sales Agreement in full or in part (within 30 days from the occurrence of any of the events specified below), including the postponement of the date of delivery or delivery of a smaller quantity of Goods than specified in the Sales Agreement, if it is caused by circumstances beyond the Seller's control, external, which the Seller could not reasonably foresee when concluding the Sales Agreement and which are hereby considered force majeure events and in particular such phenomena and events as: war (declared or undeclared), other armed actions, invasion, military manoeuvres, terrorist actions, mobilisation, embargoes, rebellion, revolution, uprising, military or civil upheaval, earthquake, flood, fire, whirlwind, strong wind, any other natural disaster strike or other labour conflict, accident in transit, breakdown of equipment, road blockage, time restrictions on truck, rail or marine traffic, legislative amendment, epidemic, pandemic and general disease, and other causes beyond the Seller's control.
2. The provisions relating to force majeure shall also apply in cases when force majeure occurs at one of the Seller's contractors in a manner that prevents the Seller from performing its obligations under the Sales Agreement.
3. The Seller undertakes to inform the Buyer on each occurrence of force majeure and its expected impact on the performance of the Sales Agreement.

8. CONFIDENTIALITY

The Buyer undertakes to treat any and all information made available to it by the Seller within the framework of negotiations and cooperation of the Parties, concerning the Seller, the course of negotiations and the Sales Agreement concluded by the Parties (in particular, information concerning prices) and the course of its performance, as confidential information of the Seller. The scope of confidential information shall not include information generally available or generally known before it was made available to the Buyer.

9. FINAL PROVISIONS

1. The GSC and their interpretation as well as the interpretation of any and all obligations arising from the GSC, the Sales Agreement and any other documents related to the performance of the Sales Agreement, shall be governed by the law in force in the Republic of Poland, regardless of any conflict of laws rules. At the same time the Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods done at Vienna on 11 April 1980.
2. In case of a dispute between the Parties regarding conclusion, performance or termination of the Sales Agreement, including the interpretation of the GSC, the Sales Agreement and any other documents, related to the Sales Agreement, the Parties shall in the first place undertake to attempt to amicably resolve the dispute and to find a solution satisfactory to both Parties. The Party initiating a dispute shall be obliged to send to the other Party by e-mail, to the e-mail address provided by such Party for contact in the Sales Agreement, information about the exact subject and value of the dispute subject. The Parties shall then proceed to attempt to resolve the dispute amicably. If no agreement is reached within 30 days of the attempt to resolve the dispute amicably, each Party may pursue its claims through the state courts, with the exclusive jurisdiction of the Polish state court having jurisdiction over the Seller's registered office.
3. In case any of the provisions of the GSC is found to be invalid, ineffective or unenforceable, the Parties shall mutually agree on another equivalent provision acceptable to both Parties. However, this shall in no way affect the validity of the remaining provisions of the GSC between the Parties.