GENERAL TERMS AND CONDITIONS OF SALE
OF SUSZARNIA WARZYW JAWORSKI SPÓŁKA AKCYJNA SPÓŁKA KOMANDYTOWA
WITH ITS REGISTERED OFFICE IN BRAMKI

§1

GENERAL PROVISIONS

These General Terms and Conditions of Sale (*hereinafter referred to as the "**GTCS")*** constitute an integral part of all agreements on the basis of which Suszarnia Warzyw Jaworski Spółka Akcyjna Spółka Komandytowa with its registered office in Bramki (hereinafter referred to as the "**Seller**") undertakes to transfer to another entity (hereinafter referred to as the "**Buyer**"), on any basis, the ownership of the goods offered (hereinafter referred to as "***Agreement***" or "***Agreements***"*)*. The GTCS are the only terms and conditions applicable to the Agreements, and the general purchase conditions of the Buyer are hereby excluded.

§2

CONCLUSION, AMENDMENT TO THE AGREEMENT

1. An agreement or annex*(*es*)* to the Agreement will specify at least: the type and specification of goods (*quality, quantity, packaging; the quality of the goods may possibly be determined by referring to a sample of the given goods selected by the Parties and having an individual number), place and* method of delivery of the goods established in accordance with one of the Incoterms 2020 principles, the schedule for delivery (deliveries) of the goods, *i.e. the quantity* and dates of delivery (deliveries), price and the date of payment.
2. The conclusion of an Agreement must occur in written form or the Parties must exchange scans of the Agreement and all annexes to the Agreement, including the GTCS, signed by persons authorized to represent them, using email correspondence. The contents of these scans must be consistent with each other.
3. Any amendment or supplement to the Agreement or any annexes to the Agreement, including the GTCS, requires the consent of both Parties and, on pain of nullity, must be in written or electronic form (exchange of *email correspondence).*

§3

TERMS OF DELIVERY

1. Due to the specific nature of the goods offered by the Seller, the Parties agree to set a tolerance of +/- 5% for each delivery, which means that a delivery of a size other than that determined in accordance with the Agreement or an Annex to the Agreement, within the specified limits, will be considered as proper performance of the obligation and will be binding on the Parties, in particular for settlements.
2. The Parties agree that in the event of:
    1) a delay in payment on the part of the Buyer of any amounts due to the Seller, in particular (*but not exclusively)* arising under the Agreement,

2) a breach of any of the provisions of the Agreement or of an annex to the Agreement, including the GTCS, committed by the Buyer,

3) a case of force majeure referred to in § 8 of the GTCS,

the Seller may suspend the next delivery or all outstanding deliveries in whole or in part. The suspension of the delivery *(deliveries)* for the reasons referred to above, will not give rise to any liability on the part of the Seller, and the Buyer will be obliged to remedy any damage caused to the Seller as a result.

3. The Buyer ensures that the person*(s*) located at the place and time of delivery, is the Buyer's representative authorized to collect the delivered goods, sign the delivery documents, as well as to inspect the delivery and draw up and sign the report referred to in section 5 below.
4. The Parties agree that in the case of failure to collect the goods due to the Buyer's fault will be understood in particular (*but not exclusively)* as a situation, in which, the Buyer or a person authorized by them fails to show up at the place and time agreed upon to collect the goods or declare that they will not collect the goods.
5. The Buyer or the person authorized by them will be obliged, on receipt, to carry out a quantitative inspection of the goods delivered and the condition of their packaging. Any reservations as to the quantity of the goods delivered and the condition of their packaging must be entered in the delivery document or in a separate report handed over to the issuer against receipt, and must be documented with photographs.
6. In the event of having any of the reservations referred to in section 5, the Buyer will be obliged to file a complaint to the Seller containing a description of the reservations, as well as documenting the reservations discovered. The complaint should be filed immediately, but no later than 3 working days after delivery.
7. If the reservations referred to in section 5 are not entered in the delivery document or a separate report provided to the issuer against receipt, or if the Seller fails to file a complaint, in the manner and within the time limit specified in section 6, the Buyer will lose the possibility to invoke these reservations in the future, and the Seller will be free of any liability in this respect.

§4

TERMS AND CONDITIONS OF PAYMENT

1. If the Agreement or the Annex*(es)* to the Agreement provides for performance of the Agreement by means of more than one delivery, each delivery will be settled separately.
2. Unless otherwise specified in the Agreement or in the Annex(*es*) to the Agreement, the principal form of payment of the price will be prepayment made in the manner specified in the Agreement or in the Annex(*es*) to the Agreement.
3. The Seller - under the conditions specified in the Agreement - may agree to pay the price for the whole or part of a given delivery within a deferred payment period determined by it. The condition

for the Seller's consent is that the receivables are covered by insurance under a trade credit insurance agreement concluded by the Seller with Euler Hermes.

4. If the Seller has agreed to submit payment for all or part of the delivery in question within the deferred payment period, and before the goods are released to the Buyer, Euler Hermes has decided to limit or withdraw the insurance of the Seller's receivables from the Buyer, the Seller may suspend release of the goods and require the Buyer to make a prepayment in an amount corresponding to the scope of restriction or revocation of the insurance. Such action will not give rise to any liability on the part of the Seller.
5. The Buyer authorizes the Seller to issue invoices without the Buyer's signature.
6. The moment of payment will occur when the funds are credited to the Seller's bank account.

§5

LIABILITY

1. Subject to mandatory provisions of law and the cases specified in the GTCS, the entire contractual and tort liability of the Seller, arising in connection with the Agreement or on the occasion of its performance, including, among others, liability under the warranty for physical defects of goods, is excluded.

2. The Seller will be liable only for actual losses incurred, with the exception of the losses arising from marketing costs, legal costs, production downtime, packaging production, any type of damages, penalties, fines, etc., as well as losses arising from the non-performance or improper performance of obligations to third parties. The Seller will not be liable for lost profits, lost interests, damage to goodwill or reputation, loss of brand value, or any indirect, consequential, incidental, special, punitive or moral damage. If the Buyer has contributed to occurrence of or increase in a loss, the obligation to remedy it will be reduced appropriately according to the circumstances, in particular to the degree of fault of both parties.

§6

GUARANTEE

1. The Seller grants the Buyer a guarantee for each product from the moment of its release to the end of its shelf life, specified in the annex(*es)* to the Agreement. Within the guarantee, the Seller guarantees that the goods will remain in conformity with the specification during the period in question. The guarantee will be excluded if the goods are not stored in the original packaging or if the Buyer does not store the goods in the conditions specified in the annex(*es*) to the Agreement. The above-mentioned guarantee supersedes all other expressed, implied and statutory guarantees.
2. Prior to using the goods for the purposes for which they have been acquired *(in particular, for processing, mixing with other goods, or further resale),* the Buyer will be obliged to carry out a detailed quality inspection, including its own examinations and tests.

3. Regardless of the obligation to file a complaint referred to in section 4, the Buyer will be obliged to immediately and appropriately secure the entire delivery within which the goods that are not compliant with the specification have been found and, in addition, to immediately notify the Seller thereof, indicating the nature of the defects discovered. Within 48 hours of notifying the Buyer, the Seller may inform the Buyer of a decision to secure the goods the Buyer claims to be inconsistent with the specification, or the entire delivery within which the Buyer has found the goods that are inconsistent with the specification. The decision in question will be binding on the Buyer. The decision will in no way affect the way the complaint is handled. Until the Seller's decision is made, the Buyer will be obliged to maintain the security of the entire delivery, in which goods that are inconsistent with the specification have been found. Upon receipt of the Seller's decision, the Buyer will be obliged to maintain the security in the scope resulting from the decision taken by the Seller until the complaint is considered or released from that obligation by the Seller *(on pain of nullity, such a release must be made in one of the forms specified in §2 section 3 of the GTCS)*. Should the Buyer fail to meet its obligation to provide security, any liability on the part of the Seller will be excluded.
4. If the goods are found to be inconsistent with the specification, the Buyer will be obliged to file a complaint to the Seller containing a description of the defects discovered and documenting the defects discovered. The complaint should be filed immediately, but no later than 3 working days after discovery of defects.

§7

COMPLAINT HANDLING

1. Upon receipt of the complaint, the Seller will be entitled to inspect the goods, and the Buyer will be obliged to allow the Seller to do so.
2. All complaints will be considered within 14 working days from the receipt of the complaint, while the period will be extended by the time necessary for the Seller to carry out the necessary tests, inspections, obtaining an independent expert's opinion, or obtaining the insurer’s assessment. Failure to respond to a complaint within the prescribed time limit will not be equivalent to accepting it.
3. In the case:
    1) of considering a complaint regarding quantity shortages in favor of the Buyer - the Seller will deliver to the Buyer, at the Seller’s expense, the missing quantity of goods within 14 days from acknowledging a claim by the Seller, unless the Parties agree otherwise,
    2) of considering a complaint filed by the Buyer regarding the delivery of goods to the Buyer in an amount greater than agreed (*taking into account §3 section 2 of the GTCS)* in favor of the Buyer - the Seller will collect the surplus of goods at its expense within the period agreed to with the Seller, but not shorter than 14 days from the surplus notice,
    3) of considering a complaint filed by the Buyer regarding the non-compliance of goods with the specification in favor of the Buyer - unless the Parties agree otherwise, the Seller, at its discretion, within 30 days from acknowledging a claim, will replace the defective goods or repair them, or - with the Buyer's consent - order the Buyer to repair the defective goods at the Seller's expense.

§8

FORCE MAJEURE

Within the scope of its liability *(in the case of the Seller - as designated in §5 of the GTCS),* a Party will not be liable to the other Party for non-performance or improper performance of obligations under the Agreement, in particular when such non-performance or improper performance results from a forced or justified interruption or limitation of the activity of the Party or the entity that supplies the Party with goods or service (*services)* necessary for the performance of the Agreement. Failure to supply the Party with the goods or service (services) necessary for the performance of the Agreement, lack or shortage of the raw material(*s*) necessary for performance of the Agreement or energy, unavailability of the equipment necessary for the performance of the Agreement, a failure in the equipment necessary for the performance of the Agreement, lockout, labor shortage, circumstances directly related to the carrier or forwarder, regulations from state authorities (including, in particular, *those concerning the introduction of a state of emergency, trade restrictions, legislative changes)*, strike, riot, fire, war, disaster *(including, among others, earthquake, storm, hurricane, flood),* explosion, protest or demonstration, epidemic, pandemic, or any other external event which is unforeseeable and impossible to prevent despite due diligence and over which a Party has had no influence, or an event which has the effect of causing a substantial loss ("**Force Majeure**").

§9

CONFIDENTIALITY

1. Each Party will be required to maintain the confidentiality of any information of which it has become aware in connection performance of the Agreement, regardless of its form, method of disclosure or carrier (*hereinafter referred to as the "**Confidential Information")*.** This obligation does not apply to information which is publicly available or information obtained by one of the Parties from a third party.
2. The obligation referred to in section 1, will remain in effect for the duration of the term of the Agreement and after its termination or expiration.
3. The obligation in question will be excluded if an order is received from a public authority under the applicable law. In the situation in question, a Party should, unless prohibited by law, inform the other Party immediately and reach a joint agreement regarding the manner and extent of disclosure of the Confidential Information. Notwithstanding the above, the Party required to provide Confidential Information will ensure that the Confidential Information is disclosed only to the extent necessary, resulting from the order of a public authority and the provisions of the applicable law.
4. This obligation is also excluded with regard to the provision of the Confidential Information to entities which provide accounting or legal services to the party in question.
5. Access to Confidential Information may be granted only to the employees or associates of the Party who will take direct part in the performance of the Agreement, and who have undertaken to maintain the confidentiality of all the Confidential Information in accordance with the principles set out in the GTCS.

6. Each Party will be liable for any breach of its obligations regarding the retention of Confidential Information by its employees or persons who cooperate with that Party under any legal basis. For the avoidance of doubt, each Party declares that, under the provisions of Article 391 of the Civil Code, it undertakes that their employees or persons cooperating with it on any legal basis, will fulfil the obligations set out in the GTCS to keep the Confidential Information secret.

§10.

TERMINATION OF THE AGREEMENT, WITHDRAWAL FROM THE AGREEMENT

1. The Parties may terminate the Agreement by mutual consent until it is fully performed. The provisions of § 2 section 2 of the GTCS will apply accordingly to conclusion of such a termination.
2. Either Party may, within 60 days of the date of the last scheduled delivery, withdraw from the non-performed part of the Agreement if:
   1) the other Party has committed or is in the process of committing a continuous or substantial infringement of a provision of the Agreement or an Annex to the Agreement, including GTCS and, in the case of a breach that can be remedied, fails to remedy the infringement within 30 days from receiving notification from the other Party containing details of the infringement and indicating how the infringement will be remedied,
   2) the event of force majeure continues for a period of 90 *(in which case the declaration of withdrawal may be made only during the period during which the event of force majeure persists)*,
   3) the non-conforming goods, delivered as part of one of the deliveries, have been repaired or replaced by the Seller, and the non-conformity reported previously still exists after the repair or replacement.

§11.

OTHER PROVISIONS

1. Any deductions made by the Buyer require the prior consent of the Seller.
2. Any assignment of receivables due to the Buyer from the Seller will require the prior consent of the Seller.
3. The rights and obligations of a Party under the Agreement may be transferred to another entity only with the prior consent of the other Party.
4. The Agreement and any disputes arising in connection with the Agreement *(including those arising in connection with its performance)* will be governed by, and interpreted in accordance with, the provisions of Polish law. The application of the United Nations Convention on Agreements for the International Sale of Goods is excluded.
5. The parties will endeavor to resolve all disputes arising in connection with the Agreement (*or on the occasion with its performance)* by negotiation in good faith and without delay. All disputes, which the Parties are unable to resolve in this manner will be settled by the competent court with jurisdiction over the Seller's registered office.

6. If any provision of the Agreement or of the GTCS is found to be invalid or legally defective, the remaining provisions will remain in force to the fullest extent permissible. The Parties undertake to exercise their best endeavors and to take all necessary steps to reach an agreement and accept new provisions in lieu of the provisions found to be invalid or legally defective.