

General Terms and Conditions of Sales		
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# General Terms and Conditions of Sales of Elite Food Sp. z o.o.

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## § 1

These Terms and Conditions of Sales (hereinafter referred to as “GTCS”) shall apply with reference to all agreements for the sale or delivery of meat and meat products (hereinafter referred to jointly as “Goods”) concluded by and between Elite Food Sp. z o.o. (limited liability company) (hereinafter referred to as the “SELLER”) and their business partners, that is natural persons being entrepreneurs, legal persons and organisational units without legal personality (hereinafter referred to as the “BUYER”), regardless of the place and country of their registered office or the place and country of residence.

## § 2

1. These GTCS shall form an integral part of the agreements referred to in § 1 of GTCS.
2. Any amendment or exclusion of individual provisions of GTCS may be made only upon prior written consent of the SELLER, otherwise being null and void.
3. These Terms and Conditions shall be binding to the Parties with regard to all subsequent transactions. In the event of no separate written arrangements, the acceptance of these GTCS by the BUYER as part of the first agreement with the SELLER to which they shall apply shall be considered as their acceptance for subsequent agreements, all events, actions and documents related thereto.
4. The conditions non-compliant with these GTCS shall not be binding for the SELLER, even if they have not been clearly negated by the SELLER. Such conditions shall be binding to the SELLER if they grant their consent to different regulations on mutual rights and obligations of the Parties in writing. Any errors and obvious mistakes shall not be binding to the Parties. In particular, there shall be excluded the acceptance of any “General Terms and Conditions of Purchase” or “General Commercial Terms and Conditions” of the BUYER or other conditions or documents of a similar nature, including any contractual specimens or regulations of the BUYER, through signing by the SELLER of order confirmation or any other documents referring to such conditions. The agreement may be concluded by the SELLER provided that only these GTCS apply, and particularly that no conditions presented by the BUYER apply (defence clause).

## § 3

1. The agreement for the sale or delivery of Goods shall be concluded through the placement of order by the BUYER in the form referred to in section 2 and its acceptance by the SELLER in the form referred to in section 3, or upon making consistent declarations of will by the Parties in writing on the subject of conclusion of the agreement. The BUYER’s order shall be an offer within the meaning of the Civil Code, and the BUYER shall be bound by the placed order so long as it is not revoked in line with Article 66<sup>2</sup> of the Civil Code, that is until the order acceptance is confirmed by the SELLER. The order placed by the BUYER in electronic form shall be binding for the BUYER regardless of the confirmation of its receipt by the SELLER. The application of provisions of Article 66<sup>1</sup> § 1-3 of the Civil Code shall be excluded. Any potential confirmation by the SELLER of the fact of receipt of the order shall not mean, in any case, the confirmation of its acceptance and conclusion of the agreement.
2. The BUYER may place orders in writing, via fax or email.
3. The BUYER’s order or the confirmation of the order by the BUYER shall be valid if it is placed by a person authorised to represent the BUYER. The person acting for the BUYER shall be obliged to provide the SELLER with a document confirming their authorisation to represent the BUYER or to make declarations of will for them or on their behalf, also to conclude commercial agreements. To this end, the BUYER may use the form for the authorisation to place orders constituting Attachment No. 2 to these GTCS. Actions undertaken by a person that is not authorised to place orders for the BUYER shall not be binding to the SELLER, unless the factual circumstances (e.g. previously executed agreements) indicate that such person acts for and on behalf of the BUYER.
4. The order shall be considered as accepted at the time when the SELLER sends the BUYER the confirmation of order acceptance via registered mail, fax or email. The lack of order confirmation by the SELLER within 7 days from the date of receipt of the order shall be tantamount to the fact that the agreement has not been concluded. The possibility of implied acceptance of order by the SELLER referred to in Article 68<sup>2</sup> of the Civil Code shall be excluded.

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5. The conclusion of the agreement for the sale or delivery of Goods in the form provided for in sections 1 and 2 may be particularly preceded by: negotiations, the BUYER's request for quotation, quotation of the SELLER. However, the agreement shall be considered as concluded only after meeting the conditions referred to in sections 1 and 2 above.
6. The SELLER reserves the right to amend or supplement the order or agreement if, due to the lack of relevant products or semi-finished products, they shall not be able to fulfil it in terms of quantity or range of products. This right shall also entail the change of the date of delivery.
7. If the confirmation of order acceptance by the SELLER differs from the wording of the order placed by the BUYER, the agreement shall be concluded on conditions proposed by the SELLER provided that the BUYER does not submit, within 48 hours from the date of receipt of such confirmation, clear objection to it in writing, via fax or email under the pain of nullity.
8. Any changes to conditions included in the order confirmation by the BUYER shall require the SELLER's confirmation in writing, via fax or email, otherwise being null and void, and, in the case of written agreement, in writing, otherwise being null and void, and such changes shall apply only to a given (single) trade transaction.
9. Any arrangements made orally or by phone shall be binding only if and when they are clearly confirmed by the SELLER in writing, via fax or email, otherwise being null and void.
10. Any notices, advertisements, catalogues and other advertising materials concerning the Goods offered by the SELLER shall be of informative value only, and shall not constitute offer within the meaning of the provisions of the Civil Code, whereas the specimens and samples of Goods presented by the SELLER shall be reference and exhibition materials only.

#### § 4

In the event of any discrepancies between the wording of GTCS and the wording of the order accepted and confirmed by the SELLER or the wording of the written agreement, the provisions of such order or written agreement shall apply.

#### § 5

1. The orders placed by the BUYER should obligatorily state:
  - a) type of ordered Goods;
  - b) quantity of ordered Goods;
  - c) date of order execution;
  - d) unit price and (summary) total price of the ordered Goods;
  - e) payment date for the selling price;
  - f) place of release of the Goods to the BUYER.
2. The SELLER shall not be liable for any inconsistencies or errors in the order, but shall try to remove them, if possible.

#### § 6

Without the SELLER's written consent, the BUYER shall not be entitled to transfer the rights arising from the agreement for the sale of Goods concluded with the SELLER under the pain of nullity.

#### § 7

1. In line with the principles stated below, the SELLER shall be liable under the warranty for defects of the Goods, unless the SELLER grants the BUYER with guarantee for specific Goods. In this last case, subject to the mandatory provisions of the law, the SELLER's liability under the warranty for physical defects shall be excluded, and the principles of guarantee shall be determined in a separate document, "Guarantee Terms and Conditions."
2. The SELLER's liability under the warranty shall only cover defects existing before the passage of risk to the BUYER or defects arisen due to causes previously inherent in the delivered Goods. The burden of proof in this regard shall lie with the BUYER. The SELLER's liability shall not cover defects about which the BUYER knew or might have known at the time of release of Goods while exercising due care.
3. The SELLER shall not be liable under the warranty for any mechanical damage to the Goods, including damage caused during transport (unless they are simultaneously the carrier or organiser of carriage) and as a result of

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improper unloading, any damage caused by improper or careless use or storage of the Goods by the BUYER or third parties, and any damage caused not through the fault of the SELLER. In addition, the BUYER's claims under the warranty shall be excluded in the case of insignificant deviations from the agreed characteristics and properties of the Goods.

4. The BUYER shall be entitled to complain about the Goods or packaging, following the procedure described in this paragraph. The SELLER shall qualify the Goods or packaging for complaint only if the below-mentioned procedure is followed.

5. The BUYER shall be entitled to raise potential claims under the warranty only if they have met the obligation to examine the subject of delivery and the obligation to notify the SELLER about the noticed defects in accordance with the principles specified below.

6. The BUYER shall be obliged to thoroughly examine the Goods, particularly in terms of quantity and quality, immediately after the receipt, and to determine the potential shortages or damage to the subject of the agreement arisen during transport, otherwise they shall lose their right to submit complaint.

7. At the time of receipt of the goods the BUYER shall be obliged to check the Goods in terms of type, quantity and quality (quantity, material, properties). If, at the time of receipt of the goods, the BUYER finds any difference in the quantity of the delivered Goods and the quantity specified in the transport documents or finds the Goods to be damaged, they should enter their reservations in the delivery document (which shall be understood, among other things, as CMR letter). Failure to check the Goods in this manner or to report their reservations by the BUYER shall be tantamount to the BUYER's losing all claims under the warranty with regard to sale.

8. The BUYER who collects the Goods with their own transport means shall be obliged to control and confirm, with their hand-written signature, the compliance of the Goods with the order in terms of type, quantity and quality on the delivery document. If, at the time of receipt of the Goods, the BUYER finds any difference in quantity between the delivered Goods and the Goods described in the carriage documents or finds the Goods to be damaged, they should enter their reservations in the delivery document. Failure to check the Goods in this manner or to report their reservations by the BUYER shall be tantamount to the BUYER's losing all claims under the warranty with regard to sale. With regard to latent defects that could not be detected in line with the procedure described in section 7 or 8 above, the BUYER shall have the right to file a complaint to the SELLER:

- a) in the case of frozen goods – within 72 hours from the receipt of the Goods, via electronic mail or in writing, under the pain of losing the BUYER's rights related to the defects of Goods. Upon the lapse of 72 hours from the receipt of frozen Goods, the warranty shall expire;
- b) in the case of fresh goods – within 24 hours from the receipt of the Goods, via electronic mail or in writing, under the pain of losing the BUYER's rights related to the defects of Goods. Upon the lapse of 24 hours from the receipt of fresh Goods, the warranty shall expire.

9. The complaint should be filed on a complaint form enclosed as Attachment No. 1 to these GTCS. Under the pain of losing the rights to file a complaint, the complaint order must include:

- a) precise description of the defect of Goods or packaging;
- b) printout of temperatures from the moment of loading to the place of storage, unless the complaint refers to the defect of packaging;
- c) report on the inspection of Goods;
- d) photographic documentation;
- e) carriage documents for the Goods signed by the driver;
- f) Location of the Goods for the purposes of inspection by the SELLER.

10. The photographic documentation enclosed to the complaint should be prepared in a way that enables the assertion of occurrence of defect of the Goods or packaging and the identification of the Goods, particularly the batch number.

11. The SELLER's liability for the defects of the Goods or packaging shall expire if the BUYER releases the Goods to a third party prior to the SELLER's inspection of the Goods.

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12. The basis for the consideration of the complaint shall be the inspection carried out by the SELLER. In the event of performance of the processing, disposal of the Goods or packaging before the SELLER's inspection, the SELLER's liability for the defects of Goods or packaging shall expire.
13. In the event of unjustified filing of complaint, the costs of activities related to the complaint shall be borne fully by the BUYER.
14. If the complaint is deemed justified, the SELLER may, at their own discretion: remove the defect, replace the Goods with goods that are free of defects or accordingly reduce the price of Goods being the subject of complaint. The performance of the above-mentioned claims shall exhaust all claims of the BUYER against the SELLER. Further claims of the BUYER in relation to the existence of defects shall be excluded.
15. The Goods that are substituted (replaced) in relation to the repair/ replacement of the defective Goods shall become the property of the SELLER.
16. Only the BUYER may submit the claims under the warranty directly against the SELLER. These claims may not be transferred to third parties without written consent of the SELLER under the pain of nullity.
17. The SELLER shall have the right to suspend the execution of the BUYER's claims under the warranty until the BUYER meets all overdue obligations.
18. Filing a complaint shall entitle the BUYER to suspend the payment for the goods or their part.
19. Filing claims under the warranty shall not relieve the BUYER from the obligation to pay, on time, the amounts due to the SELLER under the agreement and issued VAT invoices.

## § 8

1. The delivery dates shall be determined by the SELLER in the confirmation of acceptance of the BUYER'S order or in the SELLER's offer, but they shall be estimated dates that shall not be binding to the SELLER.
2. The delivery date shall be counted from the date of confirmation of the acceptance of order by the SELLER or of conclusion of written agreement, but not earlier than from the date on which the BUYER provides the SELLER with all documents and information necessary to properly execute the agreement, the BUYER covers all potential payment defaults due to the SELLER and the BUYER pays the whole price or makes the whole prepayment required by the SELLER or provides the payment security specified by the SELLER.
3. Failure of the SELLER to meet the specified delivery date, with the exception of the situation when the SELLER exercises the right provided for in § 3 section 4, shall entitle the BUYER to withdraw from the agreement only when the SELLER does not execute the agreement despite the BUYER's setting a relevant additional period, not shorter than 21 days. The BUYER may exercise the right to withdraw from the agreement in writing, under the pain of nullity, within 7 (seven) days from the ineffective lapse of such additional period for the execution of the agreement set for the SELLER as mentioned above. Despite the fact of withdrawal of the BUYER from the agreement, they shall still be obliged to pay the SELLER the remuneration for the already executed part of order. Subject to the mandatory provisions of the commonly applicable law on this matter, the BUYER shall not have the right to other claims, particularly claims for compensation for delay, other than the above-mentioned right to withdraw from the agreement.
4. The delivery date shall be extended accordingly to the duration of the obstacle which has occurred due to circumstances beyond the control of the Parties, that is, for example, untimely delivery from the producers of semi-finished goods, unpredicted interruptions in works (downtime) not attributable to the SELLER, problems with raw material purchasing, interruptions of work of the facility caused particularly by fire, water, failures of production devices and machines, shortage of materials, energy, obstacles or impossibility of transport, labour shortages, also in the case when such circumstances occur at the SELLER's suppliers or their sub-suppliers, transport delays, transport damage, time restrictions regarding road traffic of heavy vehicles, road blockades or force majeure events. Force majeure shall be understood as a situation when meeting the obligation is impossible as a result of circumstances not attributable to either of the Parties, particularly: war, fire, flood, frost or heat preventing the provision of services and delivery in accordance with the recognised rules of technical knowledge and construction trade, terrorist attack, strike, prohibitions, orders or other restrictions imposed by state or local government authorities, changes in legal provisions which prevent the meeting of the obligations or cause that meeting them would entail grossly high costs, as

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well as all other natural disasters. In the above-mentioned cases the SELLER shall be entitled to postpone the delivery date by the period of duration of the obstacle and the right time necessary to resume deliveries, and the SELLER shall notify the BUYER about this fact. Prior to the lapse of the above-mentioned postponed delivery date the BUYER shall not be entitled to withdraw from the agreement. If the above-mentioned obstacles cause the agreed delivery date be exceeded by at least 3 months, both the SELLER and the BUYER shall have the right to withdraw from the agreement in its non-executed part, where the BUYER shall have this right on condition of ineffective lapse of additional period previously set to the SELLER in accordance with section 3, first sentence, above. Setting the additional period for delivery execution and stating the withdrawal from the agreement shall be made in writing and sent via registered mail to the address of the SELLER given in KRS (National Court Register), otherwise being null and void. In the above-mentioned cases the BUYER shall not be entitled to any compensation claims against the SELLER.

**5.** The delivery dates shall be considered as met if, by the lapse of these dates, it is reported that the Goods are ready to be shipped. In the case when the goods are to be delivered by the SELLER to the agreed place of destination, the delivery dates shall be considered as met if, by the lapse of these dates, the Goods have left the warehouse of the SELLER.

**6.** The BUYER shall be obliged to collect the Goods, after receiving information from the SELLER about the readiness of the Goods to be shipped, within 5 (five) working days, unless the agreement states otherwise.

**7.** In the event of non-collection of Goods within the deadline referred to in section 6 above, the SELLER may charge the BUYER with the costs resulting from the storage of Goods. In such case the Goods shall be stored at the cost and risk of the BUYER. The SELLER may issue a separate VAT invoice to the BUYER for such incurred costs. If the storage takes place in the warehouses of the SELLER, the costs of storage shall be not less than 0.01% of the invoiced value for every day of storage, starting from the date of reporting readiness for shipment. The SELLER shall have the right to set another date of collection and, after the lapse of this date, they shall have the right to sell or freely dispose of the Goods. The sale or other disposal of the Goods shall not release the BUYER from the obligation to pay the amounts due for the Goods. The sale or other disposal of the Goods shall not release the BUYER from the obligation to pay the amount due for storage, as charged by the SELLER to the BUYER.

**8.** If, in the course of execution of the agreement, it turns out that the execution of the agreement requires the collection of the goods by the BUYER in parts, the BUYER shall collect individual batches of Goods as they are prepared by the SELLER. Every partial delivery shall be a separate transaction and may be separately invoiced by the SELLER (at the discretion of the SELLER). If the SELLER executes the agreement in part, the BUYER's rights listed in GTCS (particularly the right to withdrawal) shall be vested with reference to the non-executed part of agreement.

**9.** In the event of any change of order or agreement, the delivery date shall be counted anew from the moment of confirmation by the SELLER of acceptance of changed order or agreement.

**10.** In any case of the BUYER's failure to meet any obligations arising from the concluded agreement, regardless of any other rights arising from the applicable provisions of the law, the SELLER shall have the right to suspend the execution of any obligation of the SELLER under such or other agreement, including the obligation to deliver the Goods to the BUYER, until the BUYER properly meets the obligation.

**11.** The SELLER shall make every effort to perform the deliveries at the agreed dates, but the observance of the delivery dates shall depend on the timely fulfilment of contractual obligations by the BUYER, including the date of accepting the offer or placing valid order and providing necessary information, and timely fulfilment of obligations by the SELLER's business partners or sub-suppliers enabling the performance of contractual obligations undertaken by the SELLER for the BUYER. Any changes required by the BUYER may cause the postponement of the delivery date. The Goods shall be considered as delivered on time, if they are handed over to the first carrier or if they are reported as ready for shipment by the lapse of the agreed delivery date at the facility of the SELLER.

**12.** The delivery date shall be counted from the date of service to the BUYER of the confirmation of acceptance of order for execution or agreed payment of advance payment or earnest money, depending on the detailed provisions adopted by the Parties. If the BUYER does not indicate a place of delivery, the SELLER's warehouse in Gostyń shall be considered as the place of delivery, and the delivery date shall be considered as met, if the goods are prepared for release on the set date. From this moment until the release of goods, the costs of storage shall be borne by the BUYER.

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13. The SELLER shall not be liable for failure to meet the deadline for the fulfilment of obligations if such failure has been caused by a force majeure event or other circumstances not attributable to the SELLER.

14. As long as the obstacle persists, the SELLER may suspend or restrict the delivery, or withdraw from the agreement.

15. If the delivery is suspended or restricted, the delivery date shall be suspended for the whole or part of the delivery being subject to suspension until the obstacle ceases to exist.

16. In any of the above-mentioned situations it shall not be considered that the SELLER has not performed or has improperly performed the obligation, and the BUYER shall have no right to demand compensation or liquidated damages.

17. In the event of cooperation agreement regarding regular deliveries, every single delivery shall be treated as a separate sale agreement. The provisions of these terms and conditions on the conclusion of the agreement shall apply accordingly.

18. If the SELLER is in default with the execution of individual delivery or if its execution becomes impossible, the BUYER may withdraw from the agreement within the scope of other deliveries within 1 (one) week from the occurrence of the above-mentioned circumstances, but shall have no right to claim compensation for damage incurred as a result of non-execution of deliveries by the SELLER.

19. If the delivery is delayed for reasons attributable to the BUYER or if it is not collected by the BUYER at the right time, the SELLER shall have the right, at their own discretion and without any liability, to store the Goods at the cost and risk of the BUYER, invoice the costs on an EXW basis (EX WORKS according to Incoterms 2010) and charge the BUYER with the costs of storage. If the storage takes place in the warehouses of the SELLER, the costs of storage shall be not less than 0.01% of the invoiced value for every day of storage, starting from the date of reporting readiness for shipment. The SELLER shall have the right to set another date of collection and, after the lapse of this date, they shall have the right to sell or freely dispose of the Goods. The sale or other disposal of the Goods shall not release the BUYER from the obligation to pay the amounts due for the Goods. The sale or other disposal of the Goods shall not release the BUYER from the obligation to pay the amount due for storage, as charged by the SELLER to the BUYER.

## § 9

1. If the Parties do not agree otherwise in writing, via fax or email under the pain of nullity, the Goods shall be delivered on conditions of EXW, SELLER's warehouse in Gostyń (according to Incoterms 2010).

2. The ordered Goods are released by the SELLER to the BUYER at the time of hand-over of the ordered Goods for collection by the BUYER, provided that relevant receipt documents are signed.

3. The place of performance by the SELLER (release of the subject of the agreement) shall be the place of delivery of Goods, unless the agreement states otherwise.

4. If the Parties do not agree otherwise in writing, via fax or email under the pain of nullity, the risk of accidental loss or damage to the Goods shall pass on to the BUYER upon making the Goods available in line with section 1 of this paragraph and § 5 sections 6-8, without loading to any collecting vehicle.

5. If the place of delivery is different than the one specified in section 1 above, and the Goods are delivered to the BUYER with the agency of external carrier selected by the SELLER, all the benefits and burdens related to the ordered Goods and the risk of accidental loss or damage of the goods shall pass on to the BUYER upon the hand-over of the Goods to the carrier.

6. If the place of delivery is different than the one specified in section 1 above, and the Goods are delivered to the BUYER with the SELLER's own transport means, its release shall take place upon the provision of vehicle for the transport of the Goods at the place of delivery, whereas the unloading shall be ensured by the BUYER who shall bear liability and costs for it. Upon the provision of vehicle for the transport of Goods at the place of delivery, the risk of accidental loss or damage of goods shall pass on to the BUYER.

7. The loss or damage of the Goods released to the BUYER or provided by the SELLER to the place of destination shall not relieve the BUYER from the obligation to pay for the sold Goods.

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8. The cost and obligation of unloading the Goods shall rest with the BUYER, regardless of the fact who bears the cost of transport and organises the carriage.
9. The costs of transport of the goods and the costs of their insurance in transport shall be borne by the BUYER. In the case referred to in sections 5 and 6 above, the means of transport shall be selected by the SELLER, unless the Parties previously agreed otherwise.

#### § 10

1. All prices of Goods and services quoted by the SELLER in commercial and promotion materials shall only have illustrative value. The prices of Goods shall be finally determined in the order confirmation or written agreement.
2. The prices used by the SELLER shall be the prices for *ex works*, warehouse of the SELLER in Gostyń (Incoterms 2010). These prices shall include the costs of loading, but shall not include the costs of carriage, insurance in transport and unloading.
3. If the Parties not agree otherwise in writing, the basic form of payment of the SELLER's remuneration shall be transfer to the bank account of the SELLER indicated in the order confirmation or agreement and in the VAT invoice.
4. The invoices issued by the SELLER shall be due and payable within the deadline stated in the invoice. The date of payment shall be considered as the date of payment made in cash or certified cheque or the date of crediting the amount of payment to the account of the SELLER, where the payments shall be considered as made only if they are made in full.
5. If the date of payment falls on a public holiday, the payment may be made on the next working day.
6. The invoice shall also serve as the first call for payment.
7. Any advance payments or prepayments made by the BUYER for future deliveries shall not be considered earnest money within the meaning of the Civil Code, unless the SELLER confirms a given payment to be earnest money in writing under the pain of nullity.
8. If the agreed payment dates are exceeded, the legal consequences of delay (non-payment on time) may be taken without notice.
9. If the BUYER is in default with the payment of one or several amounts due, the SELLER may subject the execution of further deliveries to the payment of the whole overdue amount or the provision by the BUYER of adequate security of payment of these amounts due. The SELLER may also withdraw from the agreement with immediate effect. In this situation all obligations of the BUYER towards the SELLER shall become immediately payable on the date of the SELLER's withdrawal from the agreement.
10. The use of any set-offs shall be excluded in settlements between the Parties.

#### § 11

1. The Goods delivered to the BUYER shall remain the property of the SELLER until the BUYER pays the entire selling price.
2. If any third parties file any claims regarding the Goods being the property of the SELLER to the BUYER, the BUYER shall be obliged to promptly notify the SELLER about this fact and undertake all measures aimed at the protection of the SELLER's rights. In the event of failure to meet this obligation, the BUYER shall bear liability for damages towards the SELLER.
3. If the BUYER is in default with the payment for the Goods, the BUYER shall be obliged to promptly and unconditionally return the delivered Goods to the SELLER in full upon the request of the SELLER.
4. Unless the Parties agree otherwise, the request and collection of the Goods by the SELLER shall not cause their withdrawal from the agreement for delivery and shall only serve as security for the execution of the BUYER's obligations towards the SELLER.
5. The costs of delivery (return) of the goods to the SELLER shall be borne by the BUYER.

#### § 12

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1. Apart from the cases of withdrawal from the agreement provided for in the Civil Code, the parties may terminate the agreement upon mutual understanding in writing, via fax or email under the pain of nullity. In the event of termination of the agreement the SELLER shall not be obliged to take back non-defective goods being the subject of delivery. If, however, the SELLER agrees to the BUYER's withdrawal from the agreement and taking back of the Goods being the subject of order, the cost of delivery of the goods that are to be taken back by the SELLER shall be borne by the BUYER.

2. In the case of taking the Goods back by the SELLER as a result of withdrawal from the agreement, the SELLER shall have the right to charge the BUYER with the costs of reducing the value of Goods in relation to the delivery of the Goods to the BUYER and their storage by the BUYER from the collection to the date of return of these Goods to the SELLER. In such situation the Parties agree on the amount of reduced value of the returned Goods.

### § 13

1. Unless the mandatory provisions of the law or the provisions of these GTCS provide otherwise, the liability of the SELLER shall always be based on the principle of fault and shall be limited only to the cases of intentional fault and gross negligence. Such liability shall be limited always to the damage being normal, predictable and direct consequence of action or negligence of the SELLER. Any further liability of the SELLER for the non-performance or improper performance of the agreement, other than the liability provided for in the GTCS, shall be excluded, subject to the mandatory provisions of the law. In any case it shall particularly not include indirect damage, damage in the form of lost benefits and production losses.

2. The provisions of the above section 1 shall apply accordingly with reference to the compensation claims other than claims related to non-performance or improper performance of the agreement, particularly claims related to prohibited acts, with the exclusion of claims resulting from the liability for damage caused by hazardous product and personal injury.

3. To the extent to which the liability of the SELLER is excluded or limited, such exclusion or limitation shall apply to personal liability of statutory representatives, employees and collaborators of the SELLER and persons to whom the SELLER entrusted the performance of obligation.

4. The SELLER shall bear liability in line with the principles set forth in sections 1-3 only towards the BUYER.

### § 14

1. If the BUYER is a natural person running business activity, the SELLER shall become the controller of their personal data provided for the purposes of execution of the agreement. Personal data shall be processed in line with the provisions of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Official Journal of the EU L, 2016, No. 119/1; hereinafter referred to as "GDPR") for the purposes of:

- a) execution of concluded agreement – under Article 6 section 1 letter b of GDPR;
- b) performance of obligations specified by the provisions of the law, particularly the tax law – under Article 6 section 1 letter c of GDPR;
- c) execution of legitimate interest of Elite Food or third parties, that is contacts, correspondence handling, establishment, assertion or defence of claims and other interests related to the execution of the concluded agreement – under Article 6 section 1 letter f of GDPR.

2. Personal data referred to in section 1 shall be processed for the term of the agreement and, after the lapse of its term, for the period required by the law (mainly the tax law), as well as the period of limitation of claims arising from the agreement.

3. In relation to the conclusion and execution of the agreement the SELLER shall become the controller of personal data of employees and other persons acting for the BUYER and persons representing the BUYER involved in the conclusion and execution of the agreement. These data shall be processed, in accordance with GDPR, for the purposes of execution of legitimate interest of the SELLER or third parties, that is contacts, correspondence handling, establishment, assertion or defence of claims and other interests related to the execution of the agreement – under

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Article 6 section 1 letter f of GDPR. Personal data shall be processed for the term of the agreement and, after the lapse of its term, for the period of limitation of claims arising from the agreement.

4. Personal data may be transferred and disclosed to entities cooperating with the SELLER for the execution of the purposes of personal data processing specified above. In particular, the recipients of personal data may be entities cooperating with the SELLER within the scope of IT, accounting, legal, auditing, forwarding or carriage services.
5. Persons whose data shall be processed for the purposes of execution of the agreement shall have the right to demand access to personal data, to clarify them in a situation when they are incorrect or incomplete, to remove them or restrict their processing, and the right to object to the processing of data, data portability to another data controller, and not being subject to decisions on automatic processing of personal data, including profiling. Such persons shall also have the right to file a complaint with a supervisory authority (in Poland: President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warszawa). The provision of personal data shall be necessary to execute the agreement concluded between the BUYER and the SELLER, while their non-provision shall make it impossible for the SELLER to perform legal obligations and tasks aimed at the reliable execution of the agreement.
6. For matters related to the processing of personal data by the SELLER, one may contact the SELLER in writing (address: ul. Wrocławska 160, 63-800 Gostyń, Poland) or via email (email: [sekretariat@elitefood.pl](mailto:sekretariat@elitefood.pl)).
7. The BUYER shall be obliged to inform their employees and other persons that shall be involved in the execution of the agreement about the wording of clauses set forth in sections 3-6 of this paragraph. If the BUYER fails to meet this obligation, they shall be obliged to cover all damage caused by this, also after the lapse of the term of the agreement (this shall particularly refer to fines imposed by state authorities and compensations granted by the court or as part of composition in relation to the assertion of claims against the SELLER). The above-mentioned damage shall be covered at the request of the SELLER within 7 days from the date of service on the BUYER of such request which may be made in writing, via email or fax.

## § 15

1. Any information provided to the BUYER by the SELLER (e.g. prices or price proposals, offers, arrangements and course of negotiations, documents concerning the order, wording of agreements, invoices, know-how, personal data of employees or other persons, information about the stock or availability of goods, range of products of the SELLER, organisation of the order process) shall be the company secret of the SELLER and shall be legally protected. This shall not refer to the information that has been made publicly available by the SELLER, e.g. on a website.
2. The BUYER shall be obliged to ensure the confidentiality of information being the company secret of the SELLER and other confidential information, regardless of the mode of their acquisition, both during the term of the agreement concluded with the SELLER and after the lapse of its term, until such information has economic value.
3. No information being the company secret of the SELLER or other confidential information may be disclosed or used by the BUYER for purposes other than the execution of the agreement with the SELLER without prior consent of the SELLER. The foregoing shall not apply to the personnel of the BUYER involved in the execution of the agreement concluded with the SELLER. Such information may be made available to the personnel of the BUYER, but only within the scope necessary to execute the agreement and with clear obligation of such persons to keep it confidential. The BUYER shall be liable for maintaining confidentiality by the above-mentioned persons.
4. The confidentiality obligation shall not apply to information:
  - a) with regard to which it may be proven that, prior to disclosure, the BUYER had such information and received them in accordance with the law and without any breach of these GTCS;
  - b) which, at the time of disclosure by the BUYER, is commonly known or has been made publicly available after being received by the BUYER in a way other than the breach of legal provisions or violation of obligation by the BUYER or a third party;
  - c) which has been disclosed in accordance with the applicable requirements of the law or at the request of authorised state administration authorities, courts or other state authorities, depending on their competences;
  - d) which has been or shall be provided to the BUYER with clear written exemption from the confidentiality obligation or exemption from the prohibition of its open use.
5. If the BUYER discloses the information being the company secret of the SELLER or other confidential information about the SELLER, the BUYER shall be obliged to pay liquidated damages to the SELLER in the amount of PLN 10,000

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(ten thousand), for every disclosure, within 7 (seven) days from the date of service on the BUYER of the call for payment of such liquidated damages. Liquidated damages shall not preclude the possibility to claim compensation exceeding the amount of liquidated damages in line with general principles.

## § 16

1. These terms and conditions and agreements between the Parties shall be subject exclusively to the Polish law. For matters not provided for in these GTCS the provisions of the Polish Civil Code shall apply accordingly.
2. If the agreements and terms and conditions of purchase are drawn up in Polish and in a foreign language, the authentic language of the contract shall be Polish. In the event of any discrepancies between the Polish language version of the agreement and a foreign language version, the Polish version shall prevail.
3. The invalidity or ineffectiveness of any of the provisions hereof shall not violate the validity and effectiveness of the remaining provisions.
4. Any statements addressed to the SELLER in writing shall be sent via registered mail to the address of the SELLER given in KRS (National Court Register), otherwise being null and void, unless these GTCS provide otherwise.
5. These GTCS, as amended from time to time, shall apply in relation to all agreements concluded on or after 11th December 2020.
6. These GTCS and any of their amendments shall also be published in electronic form on the SELLER's website, [www.elitefood.pl](http://www.elitefood.pl), in a way enabling the BUYER to download, store and reproduce them in the normal course of activities.
7. Any amendments to these GTCS and amendments to the agreements between the Parties shall be made in writing, otherwise being null and void.
8. The place of performance of agreements between the Parties shall be Gostyń.
9. Any disputes arisen in relation to these terms and conditions and the agreements based on them shall be settled by the court in Wrocław or a court competent for the registered office of the SELLER.
10. The following attachments form an integral part of these GTCS:
  - a) Attachment No. 1 – Complaint form;
  - b) Attachment No. 2 – Form for the authorisation to place orders.
11. These GTCS shall be available to the BUYER on the SELLER's website: <http://www.elitefood.pl/pl/ows>.