

GENERAL TERMS AND CONDITIONS OF DELIVERY
FoodCare Sp. z o. o., 32-080 Zabierzów, ul. Spokojna 4,

I. GENERAL PROVISIONS

1. These general terms and conditions of procurement determine the general terms of cooperation between FoodCare Sp. z o.o. and the Supplier as to purchases, deliveries, invoicing and payments for the delivered goods in the scope of orders placed/contracts placed/concluded by FoodCare Sp. z o.o.
2. Unless agreed otherwise, which agreement shall be made in writing or else shall be null and void, the orders placed by FoodCare Sp. z o.o. with registered office in Zabierzów, 32-080 Zabierzów, ul. Spokojna 4, entered in the Register of Entrepreneurs kept by the District Court in Kraków, Commercial Division XII of the National Court Register, under KRS (National Court Register) number: 146008, NIP (Tax Identification Number): 944-18-47-411 REGON (National Official Business Register): 357069943 (hereinafter the "Buyer"), shall be regulated solely by these General Terms and Conditions of Delivery (hereinafter "GTCD").
3. Any other terms of sale/delivery, including but not limited to any terms contrary to GTCD, shall not be recognized by FoodCare – the Buyer does not desire to conclude contracts on terms of sale/delivery different from or contrary to GTCD.
4. GTCD shall also apply to orders placed by third parties named by FoodCare.

II. PLACEMENT OF ORDERS AND ACCEPTANCE OF ORDERS FOR EXECUTION

1. The Buyer shall place orders in writing or by electronic mail. An order placed orally shall be valid provided that it is immediately confirmed by the Buyer in one of the abovementioned forms.
2. Orders can have the following form:
 - a. contracts (contractual orders), specifying (without limitation) the price, total quantity and types of the subject of delivery to be manufactured as part of execution of the given contract and the date as of which the Recipient can order the subject of delivery on the basis of purchase orders; The subject of delivery as part of execution of a placed contract is delivered solely on the basis of purchase orders.
 - b. purchase orders, which can assume the form of detailed orders under contracts or separate orders, specifying (without limitation) the price total quantity and types of the subject of delivery and the exact date on which the specified quantity and types of the subject of delivery are to be manufactured and delivered. Purchase orders being detailed orders under a contract must additionally include a reference to that contract.
3. The Supplier represents that it has familiarised itself with the specification documents. If the Buyer attaches specifications to the given contract or refers in the contract to the specifications attached to previously placed orders, the subject of delivery shall be delivered in accordance with said specifications. A purchase order placed as part of performance of the given contract shall not require reference to the specifications attached to or referred to in the given contract.
4. Moreover, if the Supplier presented to the Buyer a product sample on the basis of which the Buyer decided to place an order, the product delivered in execution of the order shall be compliant with said product sample.
5. The Supplier shall confirm acceptance of orders for execution within 2 days from the day of their receipt. The Supplier shall execute the purchase orders being detailed orders under contracts accepted for execution. The Supplier shall confirm acceptance for execution of a purchase order not being a detailed order under a contract immediately upon receipt such an order, but no later than within 24 hours. Failure to reply within the above time limits shall be equivalent to acceptance of the given order for execution.

III. DELIVERY DUE DATES

1. Deliveries shall be carried out by the due date/within the time limit specified in the placed order. The Supplier shall notify the Buyer of each case of potential delay in delivery once the former learns of the possibility of such delay.
2. If the Supplier fails to meet the due delivery date under a contract or an order issued based on a purchase confirmation or terms of purchase, the Buyer can refuse to accept the delivery without Obligation to pay for the delivered goods or can purchase, at the Supplier's expense and risk, the goods not delivered on time from third-party suppliers in the quantity identical to and with properties and quality as closely similar as possible to the goods not delivered on time (substitute purchase). The provisions of the previous sentence shall apply accordingly to timely delivery of the goods in a quantity lower than specified in the purchase confirmation or the terms of purchase. If immediate performance of substitute purchase of goods of similar properties and quality is significantly hindered, the Buyer can purchase similar goods of any quality and any properties. In any case, the Supplier shall reimburse the Buyer for all costs incurred in connection with substitute purchases, including but not limited to

the price for the substitute goods paid by the Buyer and all costs related to conclusion of the contract with the substitute supplier. The Supplier shall have no right to challenge the Buyer's choice of the substitute supplier and the price for which the substitute goods are purchased unless the price of the goods purchased by the Supplier is much lower than the market price of the goods of the given quality at the time of exercise of the right to substitute purchase. The Buyer can offset all its liabilities specified in this Clause with the payments due to the Supplier. The Buyer shall notify the Supplier of the decision regarding substitute purchase in writing or by electronic mail (including but not limited to a signed scan) using the electronic mail addresses of the Parties.

3. If there is a delay in delivery, the Supplier shall pay the Buyer liquidated damages amounting to 2% of the value of the delayed delivery for each day of delay, without prejudice to the Buyer's right to claim supplementary damages according to the general principles of the law.

IV. PLACE OF DELIVERY

The place of delivery shall be the receipt unit specified by the Buyer each time in the order. In the specified place of delivery, upon release of the subject of delivery confirmed with the relevant delivery notice, the risk of accidental damage or loss of the subject of delivery shall be transferred onto the Buyer or the recipient named by the Buyer.

V. TERMS OF DELIVERY/MARKING OF DELIVERY

1. Every single delivery shall consist of one production batch unless the ordered quantity of the product requires manufacture in two or more production batches. Each delivery shall be properly marked. The Supplier shall make sure every delivery is accompanied by appropriate documentation related to the specific delivery (e.g. delivery note, sanitary testing results, quality attestation, microbiological testing results, HDI document or equivalent, certificate of the country of origin or other documents required by the Buyer). All documents regarding the given delivery shall be properly completed, particularly in relation to such information as the quantity and type of the subject of delivery, effective customs codes and tax rates etc., and shall be marked with the purchase order number. If the Supplier fails to meet the conditions regarding delivery documentation, the Buyer shall have the right to refuse to accept or return the subject of delivery and demand that the Supplier redress the loss suffered by the Buyer in connection with the Supplier's failure to meet the above obligations, including losses arising in connection with the refusal to accept or return of the subject of delivery by the Buyer. The subject of delivery shall be returned at the Supplier's expense and the Supplier shall refund the price / including customs fees / and VAT paid by the Buyer.
2. Suppliers of packaging specified by the Buyer shall always print the Supplier's code numbers and packaging code assigned by the Buyer on the delivered packaging. The place of printing the above codes shall be specified and approved by the Buyer. The purpose of the printing is to impart characteristic features to the Supplier/packaging.
3. Moreover, labels on collective packaging (pallet, cardboard box and other forms of collective packaging) shall contain the production date, date and number of the production batch, Supplier's name, name and type of the goods, quantity of the goods, best before date, net and gross weight of the unit packaging (weight of the goods together with the packaging), EAN codes, the Supplier's code number assigned by the Buyer.
4. Every delivery shall meet the requirements of the currently effective specifications of the Buyer and the EU law regarding physicochemical and microbiological parameters or else the Buyer shall refuse to accept or shall return the subject of the delivery which fails to meet the above conditions.
5. The subject of delivery shall be delivered on pallets subject to the following conditions: (i) height of the pallet as agreed with the Buyer, (ii) structure of the pallet shall ensure its safe storage in a rack and a document proving the durability of the pallet shall be attached to the delivery (i.e. reference number of the appropriate certificate or the certificate itself), (iii) the subject of delivery shall not protrude outside the outline of the pallet, (iv) the pallet shall be clean, dry and intact.
6. The Buyer shall return to the Supplier only certified Euro pallets on which the subject of delivery was delivered to it. Other pallets shall be treated as single-use pallets.

VI. PRICE AND PAYMENT

1. The price for the purchased goods agreed in the order shall be a fixed price and cannot be increased, even as a result of amendment to contractual terms. The agreed purchase price includes costs of delivery (Delivered Duty Paid in accordance with Incoterms) to any specified place, in accordance with Clause IV, including packaging costs.
2. The price shall be paid against an invoice issued after the execution of the order, prior to expiry of the due date specified in the order. Payment shall be made by the end of the week when the due date specified in the order expires, but not

earlier than on Thursday of the given week, provided that if the due date specified in the order falls on a Friday, Saturday or Sunday of the given week, payments shall be made by the end of the next week. The payment shall be deemed made on the day the Buyer's bank account is credited with the funds. Payments shall be made by transfer to the Supplier's bank account specified in the invoice. The Supplier shall immediately notify the Buyer of changes in the details necessary for making the payment, including but not limited to a change of the bank account number, or else payment for the invoice shall be withheld until all necessary details are received. The notice of a change of the bank account number shall be made in writing and signed by authorised representatives.

3. The Supplier shall enter the purchase order (PO) number assigned by the Buyer in every VAT invoice or else said invoices shall not be booked and paid for. The payment can be made only against a VAT invoice containing the PO no. assigned by the Buyer. The Buyer does not accept any liability (including payment of interest) for any delay in payments resulting from delivery of a VAT invoice containing the PO no. less than 14 days before the due date.

VII. LIMITED WARRANTY, IMPLIED WARRANTY.

1. The Supplier shall guarantee to the Buyer a high quality of the subject of delivery, its compliance with the order, Buyer's specifications, GTCD, applicable law and usability for the intended purpose, and if the Buyer was presented a product sample – compliance with such a sample. The warranty shall be granted for a period not shorter than provided for in the specifications attached to the contract or purchase order.
2. Upon receipt of the subject of delivery, the Buyer shall check whether the quantity of collective packaging specified in the order equals the quantity of collective packaging actually delivered. Within 60 days from the date of receipt of the subject of delivery, the Buyer shall check whether the quality of the subject of delivery complies with the order and GTCD and whether it was manufactured and delivered in accordance with the order and GTCD. The time limit contemplated in the previous sentence does not apply to any concealed defects of the subject of delivery, which defects the Buyer shall report to the Supplier within 14 days from the date of their detection.
3. If the subject of delivery is delivered in a quantity higher than specified in the order, the Buyer can refuse to accept the subject of delivery in the quantity exceeding the quantity resulting from the order and refuse to pay for the surplus, which the Supplier shall collect at its own expense. The Buyer allows delivery of the subject of delivery in a quantity higher or lower than specified in the order, but not more than by 10% for deliveries to the production facilities in Zabierzów and Niepołomice unless other quantitative tolerances are agreed.
4. If the subject of delivery is delivered in a quantity lower than specified in the order, the Supplier shall carry out a supplementing delivery within 2 business days. Moreover, the provisions on delay in execution of a part of delivery shall apply accordingly.
5. In the case of delivery of the subject of delivery the quality of which does not comply with the order or GTCD, the Supplier shall collect it at its own expense or risk within 7 business days from the date of receipt of the complaint with simultaneous delivery, on the same date and at its own expense and risk, of the same quantity of the subject of delivery free from defects or repaired subject of delivery or shall refund the price paid by the Buyer, as applicable. The provisions of the previous sentence apply accordingly in the situation where the subject of delivery was produced or delivered contrary to the order or GTCD unless the Buyer agrees otherwise. The above rights do not affect the Buyer's claims for rectification of damage.
6. In case of an emergency or if the Supplier fails to perform its obligations under the limited warranty or the implied warranty immediately, the Buyer shall have the right to remove the defects at the Supplier's expense.
7. The Buyer is not obliged to pay the price for the subject of delivery which is indisputably defective or the subject of delivery which was manufactured or delivered contrary to the order or GTCD, it being understood that – in the latter case – only when the Buyer demands the Supplier collect the subject of delivery.
8. If the defective subject of delivery is returned, the Supplier shall refund the price / including customs duties / and VAT paid by the Buyer.
9. If there is a delay in performance of the Supplier's obligations under the granted limited warranty or implied warranty, the Supplier shall pay the Buyer the liquidated damages amounting to 2% of the value of the defective part of the subject of delivery for each day of delay, without prejudice to the Buyer's right to claim supplementary damages according to the general principles of the law.
10. The obligations of the Importer in the European Union regarding acting with due diligence or other obligations of the importer effective in the given country with regard to due diligence lie with the Supplier. If the Buyer incurs costs related to defects in the product, its packaging or marking, including as a result of actions taken by competent authorities or withdrawal of the goods from the

market, the Supplier shall reimburse the former for said costs. The obligation to reimburse the costs contemplated in the previous sentence shall include, but not be limited to, reimbursement of charges and penalties imposed on the Buyer by competent authorities and inspections, reimbursement of fees incurred in connection with services performed by officials or entities engaged by the Buyer in connection with an audit or proceedings regarding imposition of penalties or charges, provided that such a fee is due to such entities, unless the due fee exceeds significantly the market fee for such services. The Buyer can offset all its liabilities specified in this Clause with the payments due to the Supplier.

11. If the delivered goods (including packaging) do not correspond to the agreed qualitative parameters or requirements regarding commercial quality, marking or the best before date, the Buyer can at any time demand that the Supplier collect such goods from the place or places specified by the former at its discretion and the Supplier shall collect said goods from said places within the time limit specified by the Buyer, which shall be at least 3 days, at its own expense and risk. In such a case, the Buyer shall not be obliged to pay the price for the said goods and if it paid it already, the Supplier shall refund the price at the first request of the Buyer. The Supplier acknowledges that the place of collection of the goods specified by the Buyer can be, without limitation, the Buyer's warehouse. Moreover, if the Supplier is requested to collect the goods, the Buyer can make substitute purchases of such goods. If the Supplier fails to collect the goods contemplated in the previous sentences from the place(s) and within the time limit specified by the Buyer, the Buyer shall have the right to dispose of said goods at the Supplier's expense and risk. In such a case, the Supplier shall reimburse the Buyer for any costs incurred in connection with the disposal, including but not limited to the costs related to transport of the disposed goods and the equivalent of the fee due to third parties for said disposal. The Supplier shall have no right to challenge the Buyer's choice of the entity carrying out the disposal or the amount of costs of the disposal, which costs the Supplier shall irrevocably accept in advance. The Buyer can offset its liabilities specified in this Clause with the payments due to the Supplier.
12. The parties hereby exclude application of the provisions of Art. 563(1), 565 and 567 of the Civil Code.

VIII. FAILURE TO EXECUTE OR IMPROPER EXECUTION OF ORDERS

1. The Supplier shall rectify the loss incurred by the Buyer in connection with failure to execute or improper execution of the order, including but not limited to delivery of a defective subject of delivery or a subject of delivery manufactured or delivered contrary to the order or GTCD.
2. The Buyer reserves the right to cancel concluded contracts or placed purchase orders in the following cases:
 - a. recurring delay of the Supplier in execution of the orders,
 - b. delays in the execution of an order exceeding 5 days,
 - c. recurring breach of the terms of delivery, including in the scope of compliance of the subject of delivery with the relevant specifications and – if the Buyer was presented a product sample – with such a sample,
 - d. existence of physical or legal defects in the subject of delivery,
 - e. undue performance of the Supplier's obligations under implied warranty or limited warranty,
 - f. breach of other terms of order or GTCD by the Supplier,
 - g. presence in the product under the contract and/or purchase order of an allergen other than or in quantities other than declared in the last allergen statement approved by the Buyer,
 - h. without cause, provided that no additional costs are caused to the Supplier.
3. If a contract is cancelled, such cancellation shall also apply to the purchase orders being detailed orders under that contract, placed and not yet executed prior to the cancellation day, unless the Buyer decides otherwise.

IX. INTELLECTUAL PROPERTY AND RIGHTS OF THIRD PARTIES

1. The Supplier is not authorised to use any materials containing trademarks the Buyer is entitled to use for purposes other than due execution of the order. Any materials containing trademarks the Buyer is entitled to use and unused under the contract shall be destroyed by the Supplier at its own expense.
2. The Supplier shall provide the Buyer, on its request, with a report on destruction of materials containing trademarks which the Buyer is entitled to use and unused under the contract.
3. The Supplier is liable towards the Buyer and third parties for any infringement of the law, including laws regulating principles of fair competition, legally protected interests of third parties and intellectual or industrial property rights, in connection with the deliveries performed by it. If a third party asserts claims for infringement of intellectual or industrial property rights and violation of unfair competition regulations against the Buyer, the Supplier shall indemnify and hold the Buyer harmless in relation to such violations, including - in the scope of permitted under the law - by joining any proceedings on the way, payment of the amounts awarded to the third party from the Buyer in a final

and non-appealable court judgement or awarded under any other final ruling or non-appealable decision of competent authorities, including payment of costs of court and other proceedings awarded to the third party from the Buyer, including court fees and attorney fees, and if such amounts are paid by the Buyer or enforced from the Buyer by the third party - by reimbursement of such amounts to the Buyer, including costs of enforcement. The Supplier shall be liable for violation of any rules of fair competition, legally protected interests of third parties as well as intellectual and industrial property rights, even if the goods, their packaging or marking are made in compliance with the specifications, designs or instructions supplied by the Buyer. The Supplier shall, however, be released from liability if before commencement of manufacture of products it notifies the Buyer that the specifications of the product, packaging design or markings provided by the Buyer violate the rules of fair competition, legally protected interests of third parties or intellectual or industrial property rights and the Buyer, despite that, fails to provide new specifications of the product / packaging design or marking which take into account the Supplier's reservations. The notice shall be made in writing or in an electronic form (including but not limited to a signed scan) and using the electronic mail addresses of the Parties.

4. If a third party asserts claims against the Buyer for infringement of intellectual property rights and violation of fair competition regulations and if third parties are wronged by the goods delivered by the Supplier, the Supplier shall indemnify and hold the Buyer harmless in relation to such claims at the latter's first request sent in writing or in an electronic form (including but not limited to a signed scan) and using the electronic mail addresses of the Parties.
5. The above obligation of the Supplier shall also apply to any expenses which the Buyer is forced to incur for or in connection with any claims asserted by third parties.

X. ASSIGNMENTS

Assignment of the rights under the contracts concluded with the Buyer, assignment of debt claims and any offsets by the Supplier require a written consent of the Buyer or else they shall be null and void.

XI. SUBCONTRACTORS

The Supplier can engage third parties in execution of the orders placed by the Buyer, it being understood that the liability to the Buyer for actions and inactions of such persons shall lie with the Supplier as for its own actions and inactions. The Supplier bears exclusive liability towards the subcontractors – any Buyer's liability is hereby excluded.

XII. GOVERNING LAW, DISPUTE RESOLUTION.

1. The governing law shall be the Polish law, excluding conflict of law rules, the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Convention on Prescription in the International Sale of Goods drafted in New York on 14 June 1974. (Journal of Laws of 13 May 1997, No. 45, item 282). The above applies irrespective of the country of registered office of the Supplier and the country of destination of the goods.
2. The place of service performance shall be always the seat of FoodCare sp. z o.o. specified in the purchase confirmation or terms of purchase.
3. As regards resolution of legal disputes that may arise in connection with the legal relationships existing between the parties, including pursuit or termination of legal relationships, the Parties agree that the Polish courts shall have the exclusive jurisdiction. The competent court shall be the court of proper venue serving the address of the Buyer's registered office. Notwithstanding the above, the Buyer shall also have the right to bring up an action with a court of proper venue serving the address of the Supplier's registered office or branch or before a court of proper venue serving the address of the place of provision of consideration. The provision in the previous sentence shall also apply in a situation where this would result in the Buyer's appearing before courts other than Polish courts.
4. The language of the contract shall be the Polish language. If a contract drafted in multiple language versions is used, the Polish version shall prevail should there be any discrepancies or interpretation difficulties.
5. To the extent these General Terms and Conditions of Delivery regulate the Buyer's rights, they shall not hinder, limit or otherwise infringe any rights of the Buyer arising from the law.
6. Changes or supplementations of the terms of purchase (particularly in terms of the price and quantity of delivered goods) and to purchase confirmation must be made in writing or in an electronic form (including but not limited to a signed scan) with use of the electronic mail addresses of the Parties.
7. Any publication (irrespective of the medium) regarding the Parties, services being the subject of the contract and their results in relation to third parties requires prior express consent of the Buyer. The Buyer shall not be named specifically, but only defined descriptively.

8. The Parties undertake to maintain confidentiality in relation to all information received from the other Party or third parties acting on behalf of or engaged by the other Party, as well as its own information on cooperation with the other Party, irrespective of the form of information supply, source and marking. In particular, no information is required to be marked as Confidential Information to be regarded as such. Confidential Information includes, without limitation products, sale quantities and number of product orders, dates of sale and delivery, planned and run promotional campaigns. In particular, the Parties agree: not to disclose any Confidential Information; to use it exclusively to perform the contracts concluded between the Parties or for purposes authorised by the other Party, make sure no person receiving Confidential Information reveals its source, be it in full or in part, to any third parties without prior express authorisation granted by the other Party in writing or in an electronic form (including but not limited to a signed scan) and using the electronic mail addresses of the Parties; to disclose the Confidential Information only to those employees, subcontractors and advisors who need to know it to perform their duties and only to the extent access to it is required; not to copy the Confidential Information or disseminate any part of the Confidential Information without a reasonable need connected with cooperation with the other Party or exercise of the rights or performance of the obligations provided for by the law.
9. If the provisions of these General Terms and Conditions of Delivery become ineffective or unenforceable in part or in full, it shall not affect the balance of the provisions. As far as permitted by the law, the ineffective or unenforceable provision shall be replaced with an appropriate provision that is as close to the original intention of the Parties as possible.
10. By signing these General Terms and Conditions of Delivery, the Supplier represents that it holds all permits, licences, consents and administrative decisions which may be required by law for execution of transactions with the goods being the subject of the contract.

Place and date

Supplier's signature and stamp