

Firma Branży Mięсно-Tłuszczowej „Sadełko” Krystyna Chojecka i Piotr Chojecki Spółka Jawna  
ul. Nowomiejska 14/18, 63-130 Książ Wielkopolski, Polska  
tel. (61) 287-53-53, fax (61) 287-55-39  
NIP 785-111-86-56, Regon 630710053, KRS 0000077209

**General Terms for Sales Agreements  
of Firma Branży Mięсно-Tłuszczowej „Sadełko”  
Krystyna Chojecka i Piotr Chojecki Spółka Jawna**

**I. DEFINITIONS**

1. **Seller** - Firma Branży Mięсно-Tłuszczowej „Sadełko” Krystyna Chojecka i Piotr Chojecki Spółka Jawna, ul. Nowomiejska 14/18, 63-130 Książ Wielkopolski, Poland, Tax Identification Number (NIP) 785-111-86-56, National Business Registry Number (Regon) 630710053, National Court Register Number (KRS) 0000077209.
2. **Buyer** – natural person, corporate entity, non-corporate entity, or any other domestic or foreign entity having legal relations with the Seller resulting from the conclusion of sales agreement, supply agreement or another type of agreement, as well as any entity intending to conclude such agreement with the Seller and an entity at whose cost and order the goods are supplied.
3. **GTSA** and the terms such as **”Terms”**, **”Sales Terms”**, **”these Terms”** and other terms used in a similar context shall mean General Terms for Sales Agreements of Firma Branży Mięсно-Tłuszczowej „Sadełko” Krystyna Chojecka i Piotr Chojecki Spółka Jawna.
4. **Commercial Goods** – goods and items being the subject of sale and delivery performed by the Seller.
5. **Sales Agreement and ”Agreement”** – shall mean sale and delivery of Commercial Goods concluded by and between the Seller and the Buyer, based on which the Seller undertakes to transfer to the Buyer the ownership to goods and release the goods thereto, whereas the Buyer undertakes to collect the goods and pay the price to the Seller, regardless of the form agreed on by the Parties.
6. **Order** – a declaration addressed to the Seller by persons authorised to represent the Buyer expressing the intent to conclude an agreement and including the necessary elements of the sales agreement, i.e. type of goods, price, quantity and other essential elements characteristic for a given obligation (including manner of packing, best before date, formal and legal documents, such as health and export certificates) submitted in writing by fax, or in electronic form by e-mail.
7. **Carrier** – an entity acting on behalf of the Seller or the Buyer, executing transport of Commercial Goods from the place of goods’ release indicated by the Seller and

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specified by the Parties in the Agreement to the place of their collection by the Buyer.

8. **INCOTERMS 2010** - International Commercial Terms published by ICC (International Chamber of Commerce) in updated version which became binding on 1 January 2011, recognized by United Nations Commission on International Trade Law (UNCITRAL) as a global standard for interpreting the principles of international trade.
9. **Inspection Commission** – shall mean an entity authorised by the Parties to the agreement, based on these Sales Terms, to examine Commercial Goods delivered by the Seller and covered by a complaint lodged by the Buyer. The Parties agree that the Inspection Commission shall be a world-renown entity dealing with examination and certification with respect to food quality, hygiene and safety. The entity set out under this definition shall be, in particular, SGS Polska Sp. z o.o. (LTD), ul. Bema 83, Warszawa, 01-233 albo Bureau Veritas Polska Sp. z o.o. (LTD), ul. Migdałowa 4, 02-796 Warszawie. Establishing other Inspection Commission than appointed above requires obtaining written consent of the Seller.
10. **Authorised Entity** – natural person, corporate entity, non-corporate entity authorised by the Seller to represent the Seller in the course of examination of Commercial Goods covered by a complaint lodged by the Buyer.
11. **Civil Code** – shall mean the Act of 23 April 1964, Civil Code (Journal of Laws.2014.121, consolidated text, as amended).

## II. APPLICATION OF THE SALES TERMS

1. Unless otherwise expressly stipulated, these GTSA shall apply to all offers, sales and delivery agreements concerning Commercial Goods marketed by Firma Branży Mięsno-Tłuszczowej „Sadełko” Krystyna Chojecka i Piotr Chojecki Spółka Jawna, in particular to all agreements on the sale of meat and other food products concluded by and between the Seller and the Buyer, undertaking the purchase for the purpose related to its economic activity, regardless of the Buyer's place, country and registered office (place of residence) and regardless of the place of destination or delivery of Commercial Goods.
2. GTSA shall form an integral part of each order placed by the Buyer with the Seller and they shall be binding throughout the term of the agreement and with respect to any claims concerning its execution. By placing the order, the Buyer or a person authorised to represent it shall acknowledge that before concluding the agreement it became familiar with the General Terms for Sales Agreements, it knows their content and fully accepts them. Complying with the above shall be a prerequisite for commercial cooperation between the Parties.

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3. General or special Terms of Agreements applied by the Buyer shall not be applied by the Seller and shall not apply to offer, agreements and deliveries governed by these terms, unless the Seller, before concluding the agreement, expressly declared in writing that such different terms shall be applied to a particular transaction. The consent to apply different terms shall be limited to a given transaction, which means that they shall not be applicable to other transactions and agreements between the Buyer and the Seller.
4. The provisions of these GTSA may be changed solely in writing under pain of nullity. If the offer placed and the agreement concluded between the Seller and the Buyer contain provisions different from those included in the offers and agreements governed by GTSA without explicit exclusion of their application, all other provisions of GTSA shall remain binding.
5. In the event the Parties remain in steady economic relations, or in case of agreement on cooperation for regular supplies, each individual delivery of Commercial Goods shall be treated as a separate Sales Agreement. The provisions of these Terms of Sale shall be applied accordingly.
6. These GTSA shall not be applied to agreements concluded between the Seller and consumers within the meaning of Article 22<sup>1</sup> of the Civil Code, i.e. natural persons performing a legal action not directly related with their business or professional activity.

### **III. CONCLUSION OF AGREEMENT**

1. In order to conclude the Sales Agreement, the Buyer and the Seller shall conduct negotiations intended to determine substantive provisions of the future Sales Agreement. Negotiations may be conducted in a manner agreed upon by the Parties, such as through electronic mail, fax, and telephone or in writing. Unless the Parties agree otherwise, the goal of the conducted negotiations is to determine the content of future Sales Agreement.
2. Following negotiations, in the event the Parties agree on the substantive provisions, the Seller shall draw up sales agreement, sign it and send to the Buyer for its signature (further referred to as the "Sales Agreement") by electronic mail, fax or conventional postal delivery (registered mail).

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3. The Sales Agreement shall include all provisions agreed upon by the Parties in the course of negotiations, including but not limited to: stipulating the parties to the agreement; subject matter of the agreement; the manner of delivery; sales price (individual and total); payment for additional services such as transport or insurance of Commercial Goods; payment due date; payment terms as well as other details necessary to execute the agreement properly.
4. If the Sales Agreement does not contain provisions concerning particular specification of goods, quality, packaging or other characteristic elements of Commercial Goods purchased by the Buyer, it shall be deemed that the Buyer left to the Seller to determine these elements and the choice made by the Seller shall be fully accepted. The Seller shall make every effort to pack Commercial Goods in a manner proper for the transport agreed upon by the Parties.
5. Any photographs, specifications, samples and other similar elements shall form trade information intended solely to enable the Parties to conduct negotiations aimed at the conclusion of Sales Agreement and shall not form any covenants on the part of the Seller concerning the offered Commercial Goods. The aforementioned information shall not form the basis for questioning the Commercial Goods delivered by the Seller, interpreting provisions of the Sales Agreement and lodging any claims by the Buyer against the Seller. All arrangements made by the Parties, including those concerning specification of the purchased Commercial Goods, shall be specified by the Sales Agreement.
6. In the event the Buyer provides the Seller with an order for the purchase of specific Commercial Goods, the Buyer's order shall be deemed an invitation to commence negotiations concerning the conclusion of Sales Agreement referred to in par. 1. The same is applied in the event the Buyer makes comments or suggests changes to the offer or draft Sales Agreement sent to the Buyer by the Seller.
7. The Buyer's order shall not be binding for the Seller unless it is confirmed by the Seller in writing. The Seller shall not be required to accept and complete the Buyer's order in any case, also when the Parties remain in steady economic relations.
8. The Sales Agreement shall be concluded at the registered office of the Seller.

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9. Upon conclusion of the Sales Agreement or placement of an order, the Buyer shall acknowledge that it became familiar with and accepted GTSA. With the Buyer's acknowledgement of GTSA, the Sales Terms shall form an integral part of the Sales Agreement.
10. The Sales Agreement shall be concluded on the date the Seller is served with the Sales Agreement signed by the Buyer. The Buyer shall serve the signed Sales Agreement to the Seller by electronic mail, fax or conventional postal delivery (registered mail), not later than within 48 hours from receiving it from the Seller. In the event the Seller is not served with the Sales Agreement signed by the Buyer within the indicated period, it shall be deemed that the Parties concluded the Sales Agreement at the end of the aforementioned period.
11. In case of any doubts, it shall be deemed that the Sales Agreement served by the Seller to the Buyer, referred to in par. 10, forms an offer within the meaning of the Polish Civil Code, which may be accepted by the Buyer only without any reservation.
12. The date and time of concluding the agreement shall be the official date and time applicable at the moment of its conclusion in Poland (UTC: +01:00 - CET, *Central European Time* or UTC: +02:00 - CEST, *Central European Summer Time*, depending on the season). The aforementioned rules for determining date and time shall be binding also for determining the delivery date for Commercial Goods, the date of their collection by the Buyer and other deadlines related to the execution of the Sales Agreement.
13. The Sales Agreement shall be signed by persons authorised to make declarations of intent on behalf of the Buyer.
14. The Seller's agents and traders shall act solely within the limits of their authorisations. The Seller shall not be liable for the actions of its agents or traders exceeding the scope of authorisation.
15. The Seller shall be entitled to verify the authenticity of signatures and authorisations of the persons signing any documents sent to the Seller concerning the conclusion and execution of the Sales Agreement. The Buyer shall be required to enable the Seller to verify the authenticity of signatures and authorisations of the persons signing

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any documents sent to the Seller concerning the conclusion and execution of the Sales Agreement, upon each request of the Seller, within 48 hours from the date of receiving such request. Moreover, the Seller may request the Buyer to make a statement concerning the authenticity of signatures and confirmation of authorisations of signatories to represent the Buyer with respect to particular actions. Failure of the Buyer to respond to such request of the Seller shall be deemed as confirmation by the Buyer of the authenticity of signatures and authorisations of the persons referred to above.

16. The Seller may perform its obligations arising from the Sales Agreement with the help of third persons or entrust performance of that obligation to third persons (subcontractors).
  
17. The Seller shall not be required to complete an order in the event when, for reasons beyond its control, particularly in result of actions on the part of the Buyer, third persons or force majeure, the sale of Commercial Goods becomes cumbersome or may lead to losses on the part of the Seller in the amount exceeding 20 % of the value of a given order.

#### **IV. DELIVERY OF COMMERCIAL GOODS**

1. Delivery of Commercial Goods shall take place in line with the arrangements between the Parties set out in the Sales Agreement, in a manner stipulated therein.
  
2. Any references in the Sales Agreement to trade terms (such as EXW, FCA, etc.) shall relate to INCOTERMS 2010, published by the International Chamber of Commerce in Paris.
  
3. Unless otherwise expressly agreed by the Parties, all deliveries shall be executed by the Seller under of the EXW clause, in line with INCOTERMS 2010.
  
4. Deliver dates shall be specified by the Seller in the confirmation of the Buyer's order or in the Sales Agreement.
  
5. The delivery shall take place by releasing Commercial Goods to the Buyer or the person authorised by the Buyer (designated person), including forwarder, carrier or another entity specified in the Sales Agreement and selected by the Parties, and if the Buyer or the person authorised by the Buyer does not appear at the place and time of the delivery, Commercial Goods shall be deemed to be released and they

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- shall be stored at a place chosen by the Seller at its discretion, at the Buyer's cost and risk.
6. The delivery date shall start running from the date of concluding the Sales Agreement. The date of delivery shall be deemed met if the goods are released on the specified date to the person authorised to collect them, including forwarder or carrier from the Seller's warehouse. If the Buyer did not specify the place of delivery, the delivery date shall be deemed met if the goods were made ready for collection on the specified date.
  7. The Buyer shall be required to collect the ordered Commercial Goods on the date stipulated in the Sales Agreement. If the Buyer delays the collection of goods for reasons not attributable to the Seller, and the Buyer's delay exceeds 7 calendar days, the Seller shall be entitled to withdraw from the Agreement and sell Commercial Goods covered by the Agreement to a third party chosen by the Seller at its discretion without the need to provide the Buyer with additional request to collect Commercial Goods. The Seller's right to withdraw from the Agreement may be exercised within 60 days from expiry of the 7-day period of the Buyer's delay referred to above.
  8. The Seller shall not be liable for not meeting the delivery date if the reason for not meeting the delivery date was force majeure or other circumstances beyond the Seller's control, such as untimely delivery by the Supplier's subcontractors, unforeseen disturbances in the Supplier's work as well as interruption in power supply, equipment failures, transport delays, duration of export and customs procedures, road blockage, time limitations in road, air or water transport, trade embargo and export limitations introduced by administration authorities, etc. In the event of occurrence of the said circumstances, the Seller shall inform the Buyer thereof and shall indicate the expected delivery date of the affected Commercial Goods. Where it is not possible to deliver Commercial Goods within 30 days beyond the delivery date stipulated in the Sales Agreement, the Parties shall negotiate the manner of executing the Sales Agreement or its termination.
  9. Subject to the provisions laid down in the Sales Agreement, each delivery of Commercial Goods shall be executed by the Seller in parts. The final determination and approval of the Buyer's suggestions concerning the quantity, type and date of delivery of Commercial Goods shall belong to the Seller.
  10. In the event the Seller delays the execution of individual deliveries referred to in par. 8, or the execution of delivery is not possible, the Buyer may withdraw from the agreement with respect to the deliveries unexecuted until the termination date without the right to request compensation for any damage resulting therefrom. The right to withdraw from the Agreement does not apply to Sales Agreement for non-standard

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Commercial Goods, delivered by the Seller based on a special order of the Buyer, in accordance with specifications provided by the Buyer. With respect to the aforementioned Commercial Goods, the Parties shall fully cooperate in order to set new delivery date.

11. In the event the order is cancelled in full or in part, the Buyer shall cover all reasonable costs incurred by the Seller for completing that order. Cancelling the order or changing the place of destination (delivery) of Commercial Goods shall require, each time, the Seller's written consent.
12. Unless otherwise provided in the Sales Agreement, the Seller, in accordance with Article 357 of the Civil Code shall deliver Commercial Goods of average quality, i.e. of quality and characteristics typical for Commercial Goods of a given type being part of the Seller's offer, at the sales price agreed upon by the Parties.
13. Any change to the place of destination or delivery of Commercial Goods, requested by the Buyer, shall require written consent of the Seller. The Seller shall be entitled to refuse its consent without stating the reasons, particularly if the change to the place of destination or delivery of Commercial Goods requires issuing or providing additional sales, export or import documents, health or quality certificates concerning export of Commercial Goods to a country other than the one agreed upon by the Parties in the Sales Agreement.
14. In the event the Seller grants its consent to change the place of destination or delivery of Commercial Goods, the Buyer shall reimburse the Seller with any resulting costs. The provisions of GTSA relating to payment of the Price shall apply mutatis mutandis to the costs referred to in this paragraph.
15. In the event the Seller uses the services of a forwarder or carrier, the risk of accidental loss or damage to Commercial Goods shall pass to the Buyer upon the moment of releasing the goods to the forwarder or carrier (including land, air and water) and the Seller shall not be liable for any losses or deficiencies in the goods or their packaging arising afterwards.
16. The transport costs shall be borne by the Buyer in accordance with the rates applied by the Carrier.

## **V. PRICES AND PAYMENT TERMS**

1. The price shall be agreed upon in the currency determined by the Parties.



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2. Unless otherwise provided in the Sales Agreement, the set Price shall not cover applicable taxes, customs fees or other public or private charges. The prices specified in the offer, order or reply to the Buyer's order shall be net prices. The Seller shall add VAT to the price, at the rate applying on the date of issuing the invoice, if the tax is due under the current legal regulations.
3. The Buyer undertakes to pay the price by bank transfer to the Seller's bank account specified on the invoice or sales document, by the deadline arising from the Sales Agreement. The date of booking the amount due on the Seller's bank account, specified on the invoice or sales document, shall be the date of Price payment.
4. The Parties exclude the possibility of setting off the Price on the part of the Buyer from any sums or claims applicable to the Buyer, even if only potentially, with respect to conclusion or execution of the Sales Agreement or due to any other contractual relations between the Parties, or warranty claims, regardless of the legal and factual basis of these liabilities.
5. For services and actions not covered by the Sales Agreement, but performed with the Buyer's consent, or if their performance is necessary to properly execute the Sales Agreement, the Seller shall receive payment proportionate to the work performed by the Seller and, in addition, it shall be reimbursed with any costs incurred in their full amount.
7. In the event of delay in payment of the Price, the Seller shall be entitled to charge the Buyer with statutory interest, in accordance with the provisions of the Polish Civil Code. Request for payment of interest shall become enforceable from the next day after the last payment date stipulated in the Sales Agreement. The interest shall be payable for each commenced day of payment delay until the date the amount due is paid.
8. In the event of any claims on the part of the Seller resulting from conclusion or execution of the Sales Agreement, the Seller shall be entitled to deduct any counterclaims of the Buyer and to withhold Commercial Goods or documents enabling their collection from the Carrier or from the place of their storage until the Buyer settles all receivables of the Seller arising from conclusion or execution of the Sales Agreement or other agreement concluded by the Parties. Executing the aforementioned right by the Seller shall not result in default by the debtor.
9. Granting any discount, reduction in charges and bonus or reducing the Price agreed upon by the Parties on any basis shall require written consent of the Seller. In case of any doubts, it shall be deemed that the said discount, reduction in charges or other price reductions have been granted by the Seller only with respect to a part of Commercial Goods specified by the Seller and covered by a given Sales Agreement.
10. Unless otherwise provided in the Sales Agreement, the Price quoted in commercial offer or Sales Agreement shall not include transport, packaging or Commercial

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Goods insurance costs, or any other similar charges. The Seller shall not be required to insure the goods if the Sales Agreement does not explicitly stipulate such obligation.

11. Any other costs that may arise during completion of the order, such as reloading costs, repacking costs, costs related to change in the place of destination or other charges and taxes applicable during completion of the order shall be borne by the Buyer, unless the Parties agreed otherwise in writing.

## **VI. COMPLAINTS, VERIFICATION OF THE GOODS QUALITY AND LIABILITY FOR DEFECTS**

1. The Buyer shall be required to immediately examine the delivered Commercial Goods for any physical defects, including quantity and quality defects, as well as the documents provided by the Seller, but not later than within 72 hours from the moment of releasing the goods to the Buyer or supplying the goods to the place of collection agreed upon by the Parties.
2. If examination of the goods requires the Buyer to have documents authorising their collection by the carrier, forwarder or from their storing place, the period of 72 hours for examining the goods shall start running from the moment of providing the necessary documents to the Buyer by the Seller.
3. The Buyer shall be entitled to lodge complaints with the Seller concerning any defects of Commercial Goods solely in writing, not later than within 72 hours from the moment of examining the goods in accordance with the provisions in par. 1 and 2.
4. The written letter of complaint shall include:
  - a. identification of the Sales Agreement, the number and date of sales document (VAT invoice);
  - b. description of Commercial Goods in accordance with the Sales Agreement, the number and value of the claimed Commercial Goods in accordance with the prices arising from the Sales Agreement;
  - c. detailed description of the defect;

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- d. written documentation and photographic documentation supporting the occurrence of the defect;
  - e. the Seller's proposal concerning the manner of processing the complaint;
5. The Buyer shall be entitled to send the letter of complaint through electronic mail, fax or conventional postal delivery (registered mail).
6. In the event of lodging the complaint, the Buyer shall be required to duly secure Commercial Goods and to store them in a manner appropriate for a given type of goods, which shall not result in their damage or decreased quality.
7. The Seller shall be entitled to examine the goods covered by the complaint, whereas the Authorised Entity may act on behalf of the Seller. The goods may be examined with participation of the **Inspection Commission** as well as with participation of the Seller and the Buyer (or their authorised representatives). The Buyer shall be required to appear at the appointed time of the examination of Commercial Goods, at the place of examination. Failure to appear by the Buyer at the time and place of examination of Commercial Goods shall be deemed as its participation in these activities and full approval of arrangements made during examination.
8. Any costs related to the participation and examination of Commercial Goods by the Inspection Commission, in case the complaint has been rejected or deemed unjustified, shall be borne by the Buyer. In the event the complaint has been approved, the Seller shall reimburse the Buyer with the costs related to the participation and examination of Commercial Goods. In the event of partial approval of the complaint, the Seller shall reimburse the Buyer with a respective part of these costs.
9. In the event the Buyer reloads Commercial Goods on its own, the obligation to examine the goods specified in par. 1 and 2, and the relevant deadlines, shall start running at the latest at the moment of leaving Commercial Goods to the disposal of the Buyer at the place of reloading.
10. Regardless of the mode referred to above, at the moment of collection of Commercial Goods from the Carrier, the Buyer shall be required to conduct detailed examination

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of Commercial Goods in view of any defects or deficiencies, which could arise during their transport and for which the liability may be borne by the Carrier.

11. Any complaints, including quantitative and qualitative, concerning events arising during the transport, shall be supported with documents issued with participation of the Carrier. The Buyer undertakes to provide the Seller with documents allowing to make recourse claims against the Carrier for damage that arouse during the transport of Commercial Goods.
12. The Buyer shall lose its rights to claim defects in the delivered Commercial Goods, including quantitative and qualitative defects, if Commercial Goods are sold, lost, processed or disposed of in any other manner based on any legal basis, and if, despite reporting the defect, the Buyer uses the purchased Commercial Goods.
13. The Seller shall be relieved from any liability against the Buyer for defects in Commercial Goods if, upon conclusion of the Sales Agreement, placement of order, provision of offer or provision of delivery documents, the Buyer was aware of damage, including the cases specified in the binding legal regulations.
14. The Seller shall be required to immediately assess the complaint and inform the Buyer by electronic mail, fax or conventional postal delivery (registered mail) of the manner of processing the complaint, but not later than within 21 days from the date of receiving the Inspection Commission's report. In the event the complaint is accepted in total or in part, the Seller shall present the Buyer with a suggestion of settlement of the Buyer's claims for defects in Commercial Goods.
15. The Buyer, shall not, in any case, be entitled to send back Commercial Goods or to sell them without prior written consent of the Seller, stipulating the terms for sending the goods back, their sale or use in other manner.
16. Submitting the complaint, comments or other reservations shall not relieve the Buyer from its obligation to pay the Price for the purchased goods. No complaints shall extend the payment due date and they may be lodged solely with the Seller in the form and within the periods specified by these GTSA.

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17. If, from among the Commercial Goods delivered to the Seller, only some goods are defective and they may be separated from the goods free from defects, the Buyer's right to withdraw from the Agreement or cancel the order shall be limited solely to the part of the defective Commercial Goods.
18. The Buyer who, despite detected defects, accepts Commercial Goods or expresses its intent to keep them shall be entitled to request respective price reduction.
19. In the event the goods are replaced or the defect is removed, or the Buyer's claims concerning the determined defects in Commercial Goods are settled in another way, the Buyer shall not be entitled to request any further damages and compensations.
20. In the event the Buyer exercises its warranty rights, the Seller's liability for damage resulting from defects shall be excluded based on Article 558 of the Civil Code.
21. The warranty rights for physical defects shall cease to exist, at the latest, after 3 months from the date of leaving Commercial Goods to the disposal of the Buyer, unless the Sales Agreement provides another date. Reservation of the date within the meaning of this paragraph shall not apply to the best before dates of food products specified in orders, Sales Agreement, labels of Commercial Goods or other documents.

## **VII. LIABILITY OF THE SELLER**

1. The Seller shall be liable solely for the damage sustained by the Buyer resulting from the Seller's wilful non-performance or improper performance of the Agreement. The Buyer may seek compensation for the resulting damage up to a maximum of the amount of the actual loss sustained (*damnum emergens*), but not more than up to net price for the ordered Commercial Goods agreed upon by the Parties.
2. The Seller shall not be liable in any way for the damage resulting from non-performance or improper performance of the Agreement in the form of gains lost by the Buyer, which it would obtain if the damage did not take place, including loss of profit expected by the Buyer or trade losses (*lucrum cessans*). The Seller shall not be

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liable, in particular, for any indirect, moral, consequential, incidental or special damages.

3. The Seller shall be liable against the Buyer for any actions and omission of persons with whom it cooperates to complete the order and the persons who are entrusted with completion of the order (including actions and omissions of the statutory representative) solely in the event when these persons cause damage wilfully, and only on the principles stipulated in par. 1 and 2.

### **VIII. RESERVATION OF OWNERSHIP RIGHT TO COMMERCIAL GOODS**

1. In accordance with Article 589 of the Civil Code, any Commercial Goods delivered by the Seller shall remain the property of the Seller until the Buyer pays full price for all Commercial Goods delivered. Payment of the price for specified parts of the goods covered by the Sales Agreement shall not affect the transfer of the ownership right to all Commercial goods.
2. The Seller may request to return the goods immediately, withhold their delivery or release of documents enabling the collection of Commercial Goods if the Buyer delays payment of the price for a period longer than 14 days, refuses to pay the price in full or in part, or if the Seller is justified to suspect that the Buyer shall not meet its obligation due to its financial standing, even if the lack or deterioration of the Buyer's financial liquidity is temporary.
3. In the event Commercial Goods are returned by the Buyer, regardless of the cause, the Seller shall have the right to specify the place of delivering the goods to the Buyer.
4. Any costs related to return of the goods to the Seller or delivery of goods to another place indicated by the Seller shall be borne by the Buyer. If the costs of delivering goods to the place indicated by the Seller are higher than the costs of delivering Commercial Goods to the registered office or warehouse in the Seller's country of location, the Seller shall reimburse the Buyer with the difference.
5. Return of Commercial Goods shall take place based on prices stipulated in the Sales Agreement. The Seller reserves the right to pursue further claims for the damage sustained, in the scope concerning both actual damage and lost profits.

### **IX. NATIONAL JURISDICTION AND GOVERNING LAW**

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1. Any disputes arising from the Sales Agreement or related to the Sales Agreements shall be within the jurisdiction of Polish courts and they shall be settled by the court of the Seller's place of registered office.
2. Any agreements concluded by and between the Seller and the Buyer shall be concluded based on the Polish law. The Parties shall choose the Polish law as the governing law for the settlement of any disputes related to these agreements.
3. In the event of international sales agreements, the Parties shall exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, made in Vienna on 11 April 1980; Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations - Rome I (as amended) and any legal acts and regulations issued on their basis.

## **X. FINAL PROVISIONS**

1. These GTSA shall form an integral part of the Sales Agreement.
2. These GTSA shall enter into force on ..... 2014 and they shall be applicable to Sales Agreement concluded afterwards.
3. The Seller reserves the right to make changes to these GTSA.
4. Current version of GTSA is published on the website of Firma Branży Mięsno-Tłuszczowej „Sadełko” Krystyna Chojecka i Piotr Chojecki Spółka Jawna, at [www.sadelko.pl](http://www.sadelko.pl) with provision of the date as of which it shall be valid.
5. These GTSA have been drawn up in Polish and were translated into English. In case of any doubts, the provisions of GTSA made in Polish shall be binding.

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6. In the event that any of the provisions of GTSA are deemed invalid by virtue of law, it shall not affect the validity of the remaining provisions, unless it is clear that without the provisions affected by the invalidity the Parties would not be able to conclude the Sales Agreement.
7. In the event that any of the provisions of GTSA are deemed invalid by virtue of law, the Parties undertake to immediately make changes to their Sales Agreement, based on which supplementary provisions shall be introduced to the agreement whose purpose will be equivalent or as close as possible to the invalid provisions.
8. During the term of the Sales Agreement, as well as following its execution or termination, the Parties shall undertake to permanently keep in secret any confidential information and data concerning the operations conducted by the Parties, obtained in the course of execution of the Agreement, the disclosure of which could damage the Seller or are unwanted by the Seller ("trade secret"). Trade secret shall include, in particular, technical, trade and organizational information referred to in Article 11 of the Act of 16 April 1993 on combating unfair competition, as well as information concerning the Seller's undertaking, undertakings of its subcontractors, financial standing and undertaken economic activities, and concluded contract. Trade secret shall also cover the body of the Sales Agreement.
9. Titles of individual paragraphs of these GTSA shall not have legal meaning and they shall not affect the interpretation of provisions included in the Sales Terms.
10. Unless otherwise provided in GTSA, any notifications and statements of Parties related to the execution of the Sales Agreement may be sent by conventional postal delivery (registered mail), fax or electronic mail.
11. Any statements, letter and notifications shall be served by the Seller to the correspondence address, fax number and e-mail address provided by the Buyer in the Sales Agreement, the order or invitation to negotiations, or any other similar document. Where the Buyer indicated a number of different correspondence addresses, fax numbers or e-mail addresses, the service to any of those shall be deemed effective.



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12. The Buyer shall be required to immediately inform the Seller of any change in the data specified in documents referred to par. 11, otherwise the service made to the last known correspondence address, fax number or e-mail address shall be deemed effective.
  
13. By accepting these General Terms for Sales Agreements of Firma Branży Mięсно-Tłuszczowej „Sadełko” Krystyna Chojecka i Piotr Chojecki Spółka Jawna, by joining the negotiations or concluding the Sales Agreement, the Buyer expresses its consent to have its personal data processed by the Seller and entities acting on behalf of the Seller in Poland and abroad with respect to execution of the Sales Agreement and delivery of Commercial Goods offered by the Seller. The Buyer shall be entitled to any rights arising from the Act of 29 August 1997 on the personal data protection (Journal of Laws of 1997, No. 133, item 883, as amended), in particular it shall have to right to view its personal data.