

**GENERAL TERMS AND CONDITIONS OF SALE BY KABANOS
MIROSLAW KOJS I JOANNA KOJS-KOWALCZYK SP. J.**

1. General Provisions

- 1.1. These General Terms and Conditions (the "GT&C") define the principles of the conclusion of sale agreements or the performance of the supply of Products by the Seller to the Recipient, including the Parties' rights and obligations.
- 1.2. The Parties' rights and obligations connected with the sale/supply by the Seller to the Recipient of the Products are defined in the GT&C, or the GT&C and the Agreement, if it is concluded, or in separate arrangements made between the parties in writing and signed by the parties' authorised representatives.
- 1.3. In the event of any discrepancies between the provisions of the Agreement and the GT&C, the provisions of the Agreement shall prevail.
- 1.4. The GT&C shall apply to the Agreements concluded between the Seller and the Recipients other than consumers within the meaning of Article 22¹ of the Polish Civil Code.

2. Warranties and Representations of the Parties

- 2.1. The establishment of cooperation shall be understood as the submission by the Recipient of the following warranties and representations:
 - (a) It professionally conducts economic activity whose scope covers the purchase of foods, or economic activity which requires the purchase of foods, in particular meat, of the characteristics and type analogous to the Products, in view of which it is familiar in particular with the principles of dealing with the transportation and storage of the said type of products for the purpose of assurance of the relevant consumption, sanitary and hygienic properties thereof;
 - (b) It has become familiar with the specificity of the Products, the health, consumption, sanitary, hygienic, utility and aesthetic properties thereof, and any other information and characteristics of the Products, necessary for making a decision to purchase the same, and it considers them as fully meeting its expectations and the intended uses of the Products;
 - (c) It holds any and all rights, permissions, consents, etc. resulting from applicable legal provisions (including the governing law for the registered office of and the place of conducting the activity by the Recipient), necessary for the purchase of the Products;
 - (d) It has practical experience, qualifications, knowledge and skills, as well as material and technical back-up facilities, staff and financial means, necessary for the performance towards the Seller of the Recipient's obligations under the GT&C and the Agreement, in a complete and timely manner;
 - (e) As at the date of the establishment of cooperation no bankruptcy, restructuring, arrangement or any other proceedings connected with the Recipient's insolvency were initiated against it and there are no circumstances provided for in legal provisions applicable to the Recipient that would justify the submission of a bankruptcy petition or initiation of a similar procedure related to the Recipient;
 - (f) It is not a consumer within the meaning of Article 22¹ of the Polish Civil Code, i.e. it is not a natural person concluding with the Seller an Agreement that is not directly connected with the Recipient's economic or professional activity.
- 2.2. For the avoidance of any doubts, the Parties hereto agree as follows:
 - (a) That the Seller shall be, at its own discretion, the only party entitled to establish the Prices of the Products offered to the Recipient;
 - (b) That the Seller may make any modifications in its offer, in particular it may introduce any other Products thereto, remove from the offer the Products offered so far, or make any modifications with regard to the characteristics of the offered Products;
 - (c) The Seller shall not be obliged, during the term of the Agreement, to remain ready for the sale to the Recipient of the Products, or to sell the defined quantities thereof, and it shall depend only on the Seller whether or not it concludes with the Recipient an Agreement related to a particular lot of Products.

3. General Obligations of the Parties

- 3.1. In connection with the conclusion of the Agreement, the Seller shall in particular:
 - (a) make the Products with due diligence and in compliance with the principles provided for in the Agreement and the GT&C;
 - (b) Release the Products to the Recipient;
 - (c) Consider the Complaints which were filed correctly and are complete;
- 3.2. In relation to the conclusion of the Agreement, the Recipient shall in particular:
 - (a) Pay the Price on the Due Date defined in the Agreement;
 - (b) Accept the Products released to it by the Seller on the Delivery Date;

- (c) Check the Products released to it as regards the compliance thereof with the Agreement and the GT&C, in particular as regards the quality and quantity thereof;
- (d) Report any Product Defects within the time limits and under the principles defined in the GT&C;
- (e) Allow the Seller to carry out the verification of the Complaint, in particular make available to the Seller the Products covered by the Complaint, allow it to take part in the inspection of the Goods, including in the Delivery Place.

4. Promotional Materials

- 4.1. Any information contained in catalogues, brochures, leaflets, on the Seller's websites, and any information made public or otherwise made available shall not constitute an offer within the meaning of Article 66 § 1 of the Polish Civil Code, unless it directly and expressly indicates that a given material constitutes an offer within the meaning of Article 66 § 1 of the Polish Civil Code.

5. Release of the Products; Delivery

- 5.1. The Products shall be released in the place agreed by the Parties.
- 5.2. If
 - (a) the Products are released in the Seller's warehouse, they shall be released under EXW in accordance with Incoterms 2010;
 - (b) the Products are released in the Delivery Place, they shall be released under DAP in accordance with Incoterms 2010.
- 5.3. The Parties agree that any complaints about the quantity or Physical Defects of the delivered Products which may be found at the time of the release should be filed by the Recipient on the collection date. In the event of the Recipient's failure to file a complaint on the date indicated in the previous sentence, the Recipient shall lose its right to refer to any quantitative shortages or Physical Defects which may be found at the time of the release of the Products, and to the consequences thereof.
- 5.4. Following the receipt of the delivery of each lot of the Products, the Recipient shall, with the observance of due diligence, check the completeness, compliance with the content of the Agreement and the GT&C, and the quality of the delivered Products, and sign the freight documents issued by the Seller and the carrier.
- 5.5. In the event of: (i) the Recipient's refusal to collect the Products released to it; or (ii) the impossibility to release the Products to the Recipient for reasons attributable to the Recipient, the Recipient shall pay the Seller a contractual penalty in the amount of 6% (one per cent) of the value of the Price due to the Seller on the basis of a given Agreement for each begun day of delay in or default with the collection of any part of the Products under a given Agreement.
- 5.6. The Recipient shall ensure the presence of the Recipient's Authorised Person on the Delivery Date in the Delivery Place, and the absence thereof in the Delivery Place on the Delivery Date shall entitle (but not oblige) the Seller to refuse to release the Products to the Recipient, which, at the same time, shall be understood as a sign of the Recipient's default with the collection of the Products being released to it by the Seller.
- 5.7. In the event of the Recipient's failure to collect the Products on the Delivery Date the Seller shall bear no liability for any Defects arising from a long storage period.

6. Complaints

- 6.1. In the event of the occurrence of any Defects in the Products delivered to the Recipient, the Recipient shall be entitled to file a Complaint to the Seller.
- 6.2. The Complaint may be filed by the Recipient's Authorised Person.
- 6.3. The Complaint shall include:
 - (a) The indication of the Defect, together with a detailed and complete description thereof;
 - (b) The date and the circumstances of finding the Defect;
 - (c) The data (name and surname) of the person who found the Defect.
- 6.4. The following shall be enclosed with the Complaint:
 - (a) Photos documenting the Defect;
 - (b) A copy of the purchase document of the Products to which the Complaint relates;
 - (c) In the event of the Defects that may be found at the time of delivery, also a copy of the freight document with an express notice of the Defect.
- 6.5. The Complaint should be provided to the Seller within two (2) Days of the detection of the Defect covered by it. Notwithstanding the Complaint, the Recipient shall, at its own expense and risk, secure (a) samples of the Products with the Defect from each lot of the goods; and (b) all Products in the manner allowing for the verification by the Seller of the condition thereof, including the existence of any Defects.
- 6.6. The Complaint may be filed to the Seller in writing, by e-mail to jakość@kabanos.biz.pl.
- 6.7. Following the receipt of the Complaint, the Seller should present its position as to the content of the Complaint within 21 (twenty-one) Business Days of the date of the receipt thereof. The time limit

indicated in the previous sentence may be extended if the Seller is not able to meet it for technical, technological or organisational reasons, in particular if the determination whether the circumstances described in the Complaint constitute a Defect requires carrying out any additional tests or obtaining by the Seller of third-party opinions. In the event of the Seller's failure to meet the time limit indicated in the previous sentences, the Parties agree to exclude, to the widest extent permissible by law, the Seller's liability for any damage suffered by the Recipient in connection with the failure to meet the said time limits, including without limitation any damage connected with the down-time in the Recipient's activity.

6.8. Complaints shall be filed prior to thawing, processing or releasing the Products for consumption. The Products processed by the Recipient or released for consumption shall be deemed as the Products free from any Defects, and Complaints sent to the Seller after thawing, processing or releasing the Products for consumption shall not be considered.

7. Settlements

7.1. The Price shall be paid by the Seller on the Due Date indicated on the invoice.

8. Final Provisions

8.1. Any and all time limits provided for in these GT&C and the Agreement shall be reserved for the benefit of the Seller.

8.2. To matters not provided for in the GT&C and in the Agreement the provisions of the Polish law shall apply, in particular the provisions of the Polish Civil Code. The Parties shall hereby choose the Polish law as the exclusive governing law for the evaluation of their mutual rights and obligations resulting from any Agreements concluded between them.

8.3. Any disputes that might arise in connection with the cooperation shall be subject to the determination by a common court of material jurisdiction in Kraków.

8.4. The Seller shall be entitled to pursue, under general principles, any claims for damages exceeding the amount of the contractual penalty, apart from or instead of the contractual penalties due to it from the Recipient.

8.5. The Seller may, from time to time, amend the GT&C and shall notify the Recipient thereof, save that the notification of the Recipient of the amendment shall be also understood as placing relevant information on the Seller's website or sending the said information to the Recipient through the Seller's sales system. The Recipient shall be entitled to terminate the Agreement within seven (7) Days of the date of the receipt of a declaration on the amendment set out in the previous sentence, with a 7-day notice period. Amendments to the GT&C shall take effect from the date defined in the declaration on the amendment, provided to the Recipient, but not sooner than fifteen (15) Days of the date of the service thereof to the Recipient.

8.6. The Recipient's general terms and conditions of the conclusion of agreements shall not be binding upon the Seller.