

GENERAL TERMS AND CONDITIONS OF SALE AND RULES OF BUSINESS COOPERATION

1. GENERAL PROVISIONS

1.1 The General Terms and Conditions of Sale (hereinafter referred to as GTCS) and commercial cooperation presented below shall apply to sales transactions between the Parties and constitute a binding part of each concluded oral / telephone / written agreement and submitted order, thus being treated by the Buyer and Seller as known and accepted, unless the Parties have agreed special conditions or modified provisions in writing upon consent. The GTCS shall also apply to all future deliveries, services or offers to the Customer, even if not separately agreed again.

1.2 The Buyer is an entity who places an order with the Seller.

1.3 The Seller is an entity which accepts the Buyer's order for performance and execution.

1.4 The Buyer and the Seller are hereinafter also referred to as the Parties.

2. THE OFFER AND ORDERS

2.1 The offer made by the Seller as well as any preliminary business correspondence not expressly designated as binding will always remain an offer without obligation.

2.2 The Buyer undertakes to place orders for assortment and quantity with the Seller by selecting one of the following forms of transmission:

2.2.1 fax: 0048 683 222 833,

2.2.2 e-mail: anna@bimex-fleisch.com or info@bimex-fleisch.com,

2.2.3 phone call: 0048 693 501 120.

2.3 The Seller sells the goods to the Buyer at the agreed and negotiated prices specified in the offer and confirmed in the order. The prices are always net prices. The agreed sales price, specified on the order and the invoice, is not subject to subsequent changes.

2.4 Orders shall contain the following data: date of placing, number, description of the assortment, method of packaging and labelling the goods, terms of payment, indication of the transaction documents to accompany the delivery if other than standard, date and place of delivery, quantity, price, terms of delivery, information on the circulation of returnable packaging. The Seller reserves the right to use its standard processing methods, type of packaging and labelling and shipping documents if the Buyer does not specify any special requirements in the order.

2.5 If the Seller accepts the Buyer's order for execution, the Seller shall confirm it in writing. The moment the Seller confirms the Buyer's order in writing, a sales agreement is concluded on the conditions specified in the order and in accordance with these General Terms of Sale.

2.6 All conditions not described in the GTCS for the conclusion of a transaction, preparation of the goods and execution of the order shall remain in accordance with the records placed by the Buyer on the order unless they have been changed by the Seller on the document confirming the sale.

2.7 The Parties agree that the documents sent between them concerning the order placement process and commercial correspondence do not require signatures.

2.8 The Seller shall be entitled to withdraw from the agreement at any time by submitting a written statement stating the reason or circumstances beyond the control of the Seller, which affect the inability to perform the order.

3. TERMS OF PAYMENT

3.1 The Buyer is obliged to pay for the goods by bank transfer to the Seller's bank account specified in each invoice and within the time limit specified in the invoice (the date of payment shall be the date on which the payment is received in the Seller's bank account). The Buyer undertakes to pay for the purchased goods in the currency as specified in the invoice.

3.2 In the event of a delay in making payment within the period specified, the Buyer will be charged interest at the statutory rate in accordance with applicable Polish law. The Seller shall initiate collection proceedings and reserves the right to withhold any further deliveries of goods regardless of their prior confirmation. The Buyer is obliged to bear all the costs connected with judicial or extrajudicial assertion of claims.

4. DELIVERY OF GOODS AND TRANSPORT

4.1 The Seller, after confirming the acceptance of the order, undertakes to deliver the ordered goods to the place indicated by the Buyer. The unloading will be organised by the Buyer. The costs arising from any damage to the goods caused by the unloading shall be borne by the Party who arranged the unloading.

4.2 In the case of other incoterms, the Seller, after confirming the acceptance of an order, undertakes to prepare the goods for collection by the Buyer at the place indicated by the Seller. The goods will then be released to the carrier acting for and on behalf of the Buyer. The Buyer shall bear full responsibility for the carrier acting for and on the Buyer's behalf. Before the planned loading, the Buyer will inform the Seller in writing about the carrier company and the vehicle registration number. The driver is obliged to present a health book for sanitary-epidemiological purposes and a document confirming that the vehicle has been disinfected.

4.3 Terms of delivery / acceptance of goods must be specified in the order and confirmed in writing by the Seller.

4.4 Receipt of goods must be confirmed with a legible signature, stamp and date on the delivery document. The driver must be present when unloading the goods.

4.5 The Goods must be collected by the Buyer in accordance with the agreed terms. If the Buyer fails to collect the goods, the Seller reserves the right to sell all or part of the goods to another buyer and charge the Buyer for the loss incurred. If the Seller is not able to sell the ordered and prepared goods to a third party, the Buyer shall pay compensation equal to the entire value of the goods ordered by the Buyer.

4.6 If the Seller and the Buyer have not agreed on the hours of delivery of the goods in writing, the goods shall be delivered between 06:00 and 17:00 hours.

4.7 If the Seller cannot fulfil the order on the agreed date or on the agreed terms, the Seller will immediately inform the Buyer. If the circumstances or reasons are beyond the Seller's control, the Seller will not be held responsible for the non-performance of the order.

5 DOCUMENTATION

5.1 The goods sold shall be accompanied by the basic and required documentation prepared by the Seller. If the Buyer expresses the need for additional documentation, the Buyer shall be obliged to state this when discussing the terms and conditions of sale of the goods. Otherwise, the Seller shall not be obliged to issue additional documentation.

5.2 The Buyer, for whom a VAT invoice with a 0% (zero percent) rate is issued, will send the Seller correctly confirmed (stamp, signature) export documents (IE599 document in .XML document and MRN document) or documents confirming the intra-Community delivery of goods (CMR, delivery note) within 14 days from the receipt of goods, otherwise the Buyer shall pay to the Seller a contractual penalty in the amount of the VAT rate applicable to the goods on the date of invoice, which the Seller will be obliged to pay due to the absence of these documents.

5.3 The Buyer shall each time confirm the receipt of goods with a signature and the company seal in the designated places on transport documents, under pain of losing the rights to claim for damages and the necessity to pay the Seller a contractual penalty in the amount of the VAT rate applicable to the goods on the date of invoice, which the Seller shall be obliged to pay due to the lack of such documents.

6 HANDLING OF PACKAGING

6.1 The goods shall be packed in non-returnable or returnable packaging in accordance with the Buyer's order.

6.2 The goods delivery note will contain a table with information on the number of packages delivered by the Seller and returned by the Buyer, which must be completed in the presence of the driver. In the event of failure to complete the table or contradictory data on the documents, the parties shall assume the truthfulness of the entries made on the documents returned to the Seller after delivery.

6.3 If the goods are delivered in returnable packaging, the Buyer will return the same to the Seller on the day of delivery/collection of the goods. If the Buyer fails to return the returnable packaging within a period exceeding 14 days from delivery, the Seller will invoice the Buyer for the value of the returnable packaging retained by the Buyer. Within

the term of payment of the aforementioned invoice the Buyer is obliged to return to the Seller the invoiced quantity of returnable packaging in the quality acceptable to the Seller, or to pay the Seller remuneration for the unreturned returnable packaging in accordance with the price list below:

6.3.1 euro wooden pallet - 10 euro each,

6.3.2 plastic pvc pallet - 35 euro each,

6.3.3 plastic pallet H1 - 75 euro each,

6.3.4 E2 container - 6 euro each.

7 CUSTOMER PROTECTION

The Seller reserves the exclusive right to contact manufacturers whose goods the Seller sells to the Buyer. Therefore, the Seller shall prevent the Buyer from direct contact and carrying out transactions with these manufacturers, whose goods have already been once purchased by the Buyer through the Seller, unless the Seller consents to this in writing.

8 COMPLAINTS

8.1 The Buyer undertakes to make the quantitative and qualitative acceptance of the goods delivered by the Seller and in the event of any discrepancies, reservations or complaints, immediately notify the Seller thereof by indicating the reservations on the goods receipt document in the presence of the driver and attaching documentation confirming the discrepancy.

8.2 In the case of any other discrepancies, the Buyer shall immediately inform the Seller thereof within a maximum period of 24 hours from receipt of the goods and document the complaint.

8.3 No claims shall be considered with respect to goods which have not been inspected by the Buyer at the place of delivery specified in the order and have been handed over by the Buyer to another recipient without prior inspection.

8.4 It is the Buyer's responsibility to ensure that the transport documents include the reported reservations concerning the goods and the complaint under pain of losing the right to assert claims under the complaint. A complaint submitted with a breach of any of the aforementioned points will be rejected.

8.5 If the complaint has been correctly reported by the Buyer, the Seller shall provide the Buyer with an answer regarding the complaint handling within 7 days from its reporting.

8.6 The Buyer's reporting of any complaint about the goods shall not release the Buyer from the obligation to make the payment due to the Seller within the payment period specified in the invoice. If the complaint is accepted, the Parties shall agree on the form of compensation, return or exchange of goods.

9 FINAL PROVISIONS

9.1 The Parties declare that the content of these General Terms of Sale is known to them and by concluding a contract of sale in the form of an offer, followed by an order and order confirmation, they agree to include these terms into the content of the contract as an integral part thereof.

9.2 In cases not regulated by these GTS, the provisions of the Civil Code shall apply. The Parties agree that the law applicable to assessing the effects of the legal relationship between them is Polish law and that all proceedings will be conducted before a common court competent for the seat of the Seller, which court the Parties acknowledge to have exclusive jurisdiction over.

9.3 GTS have been drawn up in two copies, one for each Party.

10 CONTACT FORM

By means of the form below, the Seller informs about the persons authorized to contact and responsible for the various aspects of cooperation on the part of the Seller:

Scope of Responsibilities	Representative	Contact details	Language
ORDERS	Department Anna Waszkowiak	anna@bimex-fleisch.com	48693501120 German / English

Anna Dydyna info@bimex-fleisch.com 48889894715 German

QUALITY DEPARTMENT Mariusz Blum blum@bimex-fleisch.com 48662020520 German / English

ACCOUNTING DEPARTMENT

Dorota Wiszniewska dorota@bimex-fleisch.com 48665998050 l. English

INVOICING DEPARTMENT

Adrianna Urban adrianna@bimex-fleisch.com 48726313301 English

SHIPPING DEPARTMENT

Wioleta Jankowska wioleta@bimex-fleisch.com 48609150229 German

PACKAGING TRADE DEPARTMENT

Wioleta Jankowska wioleta@bimex-fleisch.com 48609150229 German

DOCUMENTATION DEPARTMENT Ewa Kozakiewicz ewa@bimex-fleisch.com 48726313302 English / Dispatch language German