

GENERAL TERMS OF SALE

P.H.U. SABA Bożena Anna Trochym with registered offices in Krępiec
(hereinafter "GTS")

Valid from 01 January 2016

1. SCOPE AND GENERAL PROVISIONS

1.1. The General Terms of Sale are an integral part of any sales contract or contract for the provision of services entered into as a result of such contract by **P.H.U. SABA Bożena Anna Trochym** and its partners, unless otherwise stated in said contract.

The Terms used hereinafter in the GTS refer to the following:

- ⤴ The "Seller" – the **P.H.U. SABA Bożena Anna Trochym** company with registered offices in Krępiec, ul. Piasecka 11 21-007 Mełgiew, entered into the registry of companies maintained by the Urząd Gminy Jastków, ul. Chmielowa 3, 21-002 Jastków with the number REGON 431214167, NIP: 713-231-43-48
- ⤴ The "Buyer" - the party purchasing products or services from the Seller. This GTS applies to only to those parties (businesses, Article 43.1 of the Civil Code) who are not consumers in the understanding of the Civil Code, Article 2.1 Civil Code.
- ⤴ The "Parties" – the Seller and the Buyer
- ⤴ "GTS" – these General Terms of Sale of **P.H.U. SABA Bożena Anna Trochym**
- ⤴ The "Product" – products, goods, and services which comprise the economic activity of the Seller, and as such are part of the Sales offer of the Seller

1.2. The terms of sales contracts are established by the written arrangements of the Parties, the Order Confirmation, and these General Terms of Sale. In the case of discrepancies, the written arrangements between the Parties and Order Confirmation take precedence over the General Terms of Sale. The GTS are made publically available by the Seller on the website <http://www.saba.com.pl>, and reference is made to their validity and to the place where they can be found on every order form available on the Seller's website as well as in all commercial

correspondence sent by the Seller.

1.3. The Parties agree to exclude the use of contract forms provided by the Buyer (in particular general sales terms, contract forms, and regulations), and all alterations and amendments regarding the GTS require written consent in the content of contracts. In the case that no such written consent exists, the Buyer shall be understood to have accepted the GTS at the moment of placing an order.

1.4. The Buyer agrees for personal data to be processed by the Seller for purposes of issuing invoices, maintaining sales records, and the marketing of products and services in accordance with the conditions of the Personal Data Protection Act of 29 August 1997. The Buyer also agrees to receive commercial information from the Seller by electronic means, in particular by e-mail, in accordance with the Act on Provision of Services by Electronic Means of 18 July 2002.

1.5. The liability of the Seller regarding the implementation of contracts is limited solely to intentional actions carried out against the best interest of the Buyer.

2. CONCLUSION OF CONTRACTS

2.1 Technical and commercial information

2.1.1. Information placed on the website of the Seller and all other commercial informational materials of the Seller do not constitute a sales offer in the understanding of the Civil Code, and are only an invitation to place an order.

2.1.2 The Seller reserves the right to change the availability of goods and services at any time. The placement of information regarding a product on the Seller's website does not guarantee its availability.

2.1.3. Declarations made by the Seller regarding price, amount, packaging and other terms and conditions of sale do not constitute a sales offer unless the date and term of validity of these terms are explicitly expressed in writing in the declaration. Such declarations may at any time be withdrawn or altered by the Seller.

2.2 Placing orders

2.2.1. Orders shall be placed by sending an e-mail with written confirmation of the order to the address of the appropriate representative of the Seller. Such an order confirmation shall include in

its contents at minimum the name of the product(s) ordered, the amount, price, payment date, and date and place of delivery, as well as the signature of the individual authorised to place orders. Terms of sale shall be in accordance with Incoterms 2010. A precondition for entering into a contract is the placement of an order by the Buyer and confirmation of the order by the Seller by means of the document entitled "Order Confirmation". An order shall be understood to have been accepted and shall be executed only after confirmation by both Parties.

2.2.2. The placement of orders in the way described in the point above shall indicate that the Buyer has understood and accepted the GTS of the Seller.

2.2.3. If the Buyer does not present the Seller with detailed information identifying individuals authorised to make statements of intent on behalf of the Buyer, it shall be understood that any individual carrying out correspondence with the Seller which is marked with the identifying information of the Buyer, either via e-mail originating in the Buyer's domain or from the telephone/fax number of the Buyer, or by other means of communication which allow the individual to be identified as an employee of the Buyer, shall be authorised to place orders of behalf of the Buyer.

2.2.4. An order shall at minimum establish:

- a) all legally required details of the Buyer
- b) the price
- c) a description of the object of the order (amount and type of product, and other details which permit the unambiguous identification of the items ordered
- d) the method of packaging and delivery of the goods
- e) the planned date of delivery
- f) in the case that the Buyer orders more than one type of product and requires that all products be delivered at the same time, such information must be included in the order. Otherwise, if it shall not be possible for the Seller to deliver any of the ordered products at the time of the first delivery, the Seller shall successively deliver the remaining products as they become available at dates set in the Order Confirmation
- g) the entity which will accept the delivery of the goods
- h) the personal details of the individual placing the order

2.2.5. On receiving an order, the Seller shall check the availability of products and on condition that

such products are available, shall send an Order Confirmation to the Buyer. This Order Confirmation may be sent by e-mail or by other means of electronic communication. Subject to the provisions of point 2.2.8, the terms set forth in the Order Confirmation shall be binding for both Parties. The sales contract between the Seller and Buyer shall be understood to have been concluded at the moment that the Buyer receives the Order Confirmation.

2.2.6. The Seller shall take into consideration all date of delivery proposed by the Buyer, dependent on the availability of the ordered products with the Seller's partners.

2.2.7. If any of the ordered products cannot be delivered at the time proposed by the Buyer, the Seller shall set an alternate date for delivery of the product(s) or for successive tranches of products. In the case that the Buyer declares such a desire, as outlined in point 2.2.4.f above, the Seller shall deliver all of the ordered products at the time that the latest of them becomes available.

2.2.8. In the case of non-standard orders, orders of products imported and/or produced individually for the Buyer, or orders of typical products in amounts which exceed the warehouse capacity of the Seller, the Buyer shall pay the Seller a deposit of 30% of the gross value of the order. In such a case, the sales contract shall be understood to have been concluded at the moment of receipt by the Seller of the deposit, which shall be counted as a partial payment for the product. The relevant paragraphs of the Civil Code, Article 394 excepting § 3 shall apply.

2.2.9. Subject to the exceptions outlined in these GTS, from the moment that the order is confirmed by the Seller, no cancellation by the Buyer shall be possible.

3. PRICES AND PAYMENT TERMS

3.1. Prices of products in the Seller's pricelist are given in Euro (EUR), American Dollar (USD) or Polish Złote (PLN). The pricelists do not constitute a sales offer and are for informational purposes only.

3.2. The Seller shall give current prices in Euro (EUR) in the Order Confirmation, or at the request of the Buyer prices can be given in American Dollars (USD) Polish Złote (PLN); in such a case, the Parties shall establish the currency in which payment shall take be made. In the case of conversion of the price from EUR to PLN and vice versa. If not agreed differently the selling exchange rate of the National Bank of Poland current at the time the invoice is issued shall apply.

3.3. In the Order Confirmation, net prices (without VAT), the amount of tax on goods and services (VAT), and the gross price (net price + VAT) are given.

3.4. If not specified differently based on Incoterms 2010 the prices of products do not include the cost of transport of the goods by the Seller, the cost of packaging, loading, unloading, transport, or insurance. The prices also do not include import fees, tariffs or other payments. In the case that the Buyer possesses documents which entitle the Buyer to the waiver of customs duties and VAT, the Buyer is obliged to send such documents to the Seller on the day of placing the order – failure to comply with this condition releases the Seller from all liability regarding this point.

3.5. Subject to point 3.2, payment dates shall be no later than 14 days from the date of issuance of the VAT invoice by the Seller, provided that the Seller receive approval of the required credit limit from the insurer (COFACE) for the Buyer, in the amount necessary for the crediting of the transaction under consideration, unless the Parties agree otherwise. If the credit limit is approved in an amount insufficient for the crediting of the transaction, the Buyer is obliged to cover the difference before receipt of the goods, by paying the appropriate amount to the bank account of the Seller on the basis of a pro forma invoice.

In the case of a first-time Buyer, or of a Buyer who has concluded fewer than three (3) sales contracts with the Seller in the previous twelve (12) months with an aggregate value of less than 50,000 PLN net, pre-payment of 100% of the price of the goods together with VAT is required.

3.6. The Seller stipulates that title to the ordered goods is transferred to the Buyer only after the full amount due is received by the Seller. By payment of the amount, the Parties understand the crediting of the amount due on the Seller's bank account as indicated on the invoice. Until that time, the Buyer shall hold in deposit the goods which shall remain the property of the Seller.

3.7. In the case of delay in payment of the amount due of up to 30 days from the due date, the Buyer shall pay the Seller interest for default at the statutory rate, whereas in the case of delays longer than 30 days from the due date, the Buyer shall pay the Seller interest for default at the maximum rate as defined by law for the entire period of default.

3.8. In the case of delays in payment of more than 30 days, the Seller shall automatically transfer the case to an external debt collection agency and the Buyer shall be liable for costs of execution.

3.9. In the case that the Buyer defaults on payment of any amounts due to the Seller, the Seller shall have the right, apart from any other rights arising from the sales contract, the GTS or

applicable law, to immediately halt delivery of products and to refuse acceptance of further orders, until such time as the full payment together with interest is made. All costs associated with the halt of deliveries including in particular costs of warehousing and insurance of the product(s) shall be borne by the Buyer.

3.10. In the case of indicators that the Buyer is at risk of not fulfilling payment obligations in a timely manner, the Seller reserves the right to halt delivery of products and to refuse acceptance of further orders until adequate assurance of payment is made.

3.11. The Buyer authorises the Seller to issue a VAT invoice to the Buyer without the Buyer's signature.

3.12. The Buyer is not entitled to deduct any amounts from the amount due on the invoice without the written agreement of the Seller.

4. DELIVERIES

4.1. Dates of delivery outlined in the pricelists, on the website, in catalogues and prospectus, and in other materials are for general information only. In the Order Confirmation, the Seller shall give detailed, binding dates of delivery. The date of delivery is the date of issuance of the product to the Buyer in accordance with the delivery terms outlined in these GTS.

4.2. Unless otherwise arranged, products shall be sold ex-works, with transport and risk transferred to the Buyer on the date set forth in the order. If the Buyer does not claim the goods on the conditions and date set out in the order, the Seller has the right to deliver the goods to the address of the Buyer indicated in the order, at the cost and risk of the Buyer, at the discretion of the Seller.

4.3. Delivery of goods shall take place on CIF conditions (at the loading dock of the receiver) and at the cost of the Buyer, in accordance with conditions set forth in the order. If these conditions are not met by the Buyer, the provisions of point 4.2 above shall apply.

4.4. All risk for unloading of goods is transferred to the Buyer at the end point of the ramp of the means of transport. If the Parties have not established terms of delivery or receipt in the order, delivery and receipt shall be executed at the will of the Seller according to the Seller's means, including the right of the Seller to refuse to execute the delivery or to change its conditions if in executing part of or the whole delivery circumstances arise for which the Seller cannot take responsibility.

4.5. The Seller is not liable for delays in the execution of orders if they arise as a result of:

- a) force majeure as understood in point 8 below
- b) events for which the Buyer is responsible
- c) events for which the Seller is not responsible

4.6. In cases such as those outlined in point 4.2 above, the execution of the order shall be halted until such time as the circumstances outlined in the point are established. The Seller shall inform the Buyer of the suspension of the execution of the order without delay in writing or by e-mail, and the Seller shall inform the Buyer of whether and when and to what extent the order shall be executed. Suspension of orders lasting more than three months are understood by the parties to be synonymous with termination of the sales contract, taking effect on the first day after the three-month period of suspension. Suspension of execution of the order and its subsequent termination do not entitle the Buyer to any claims of damages, unless otherwise established by the Parties.

4.7. At the moment of receipt of the product, the Buyer is obliged to carefully inspect the product in terms of amount, quality, and observable defects such as dents or other mechanical damage. The product should be inspected by carrying out a visual inspection not only of the packaging, but also of the contents of the packaging and its agreement with the order. Confirmation of receipt on a goods received note, bill of lading, or CMR is a confirmation that the Seller has fulfilled conditions of sale.

The Buyer may at his own risk waive the right to carry out such inspections, but is nonetheless obligated to sign the goods received note, bill of lading, or CMR, and to sign off on inspection of the product.

4.8. In situations outlined in these GTS, the Seller may deliver the product to the address indicated by the Buyer in the order via a third-party carrier. In such a case, in accordance with Article 544 of the Civil Code, receipt of the goods takes place at the moment that the carrier receives the product. The choice of carrier and form of delivery is in every case the free choice of the Buyer, who is obliged to include such information in the order. Failure to inform the Seller of the choice of carrier, or non-specific information regarding delivery shall be understood to mean that the Seller shall choose a carrier of the Seller's choice. The costs of delivery of the product to the address indicated in the order are to be borne by the Buyer unless otherwise arranged by the Parties. Such alternative arrangements shall be made in writing.

4.9. In situations outlined in these GTS, the Seller may deliver the product to the Buyer at the address indicated, nonetheless the Buyer shall ensure unloading and inspection, and shall be liable for costs and risk associated with this regardless of which Party bears the cost of transport. In the case of a change of place of delivery after placement of the order, any costs arising from this change are borne by the Buyer. The Buyer may indicate in the order only one delivery address. The Buyer shall ensure that on the delivery date an authorised person will be present to receive the delivery on behalf of the Buyer, nonetheless refusal of receipt of the product or the absence of the authorised person does not release the Buyer from liability for payment for the product and transport.

4.10. Complaints and claims against the carrier regarding shortages or damages to the goods are the responsibility of the Buyer, in accordance with Article 545 of the Civil Code, as well as Article 75.3.2b and Article 53.4 of the Transport Law.

5. FORCE MAJEURE, LIABILITY

5.1 The Seller shall not be liable for failure to execute or improper execution of contractual obligations arising from circumstances of force majeure.

5.2. By force majeure, the Parties understand circumstances independent of the Seller, in particular fires, floods, and other natural disasters, war, strikes, riots, demonstrations, epidemics, embargoes, breaks or delays in delivery of raw materials, energy or components, or any other unpredictable disruptions, in particular shortened working hours at the plants of suppliers or subcontractors of the suppliers of the Seller, breaks in work or circumstances for which the carriers are liable, decisions of public authorities, changes in law, or other similar circumstances.

5.3. The liability of the Seller for damages done to the Buyer (regardless of their legal basis) is limited to the value of the order whose non-execution or improper execution was the cause of said damages. This also holds for damages arising from defects in the products. The Seller is not liable for any benefits which the Buyer may have gained if damages had not occurred (loss of benefit).

6. CONFIDENTIALITY

6.1 All materials and documents which the Seller receives in conjunction with the placement of an order are considered confidential. The Seller may only use them for internal purposes, and may not

make them available to third parties, and is additionally obliged to store such information in a way which prevents the access of third parties.

6.2. In the case that a contract is not concluded by the Parties, all materials and documents supplied to the Buyer shall be returned to the Seller without delay together with any copies, no later than fifteen (15) days from the day of the request of the Seller.

7. COMPLAINTS

7.1. The Buyer shall inform the Seller of any complaints regarding discrepancies in amounts or quality of goods (in the case of receipt ex-works) at the time of inspection of the goods or during unloading.

7.2. The Parties may in such a case make further arrangements regarding the goods in question, nonetheless such arrangements must be made in writing. The Seller has the right to decide whether to offer the Buyer other goods at the place the complaint was made, or to reduce the invoiced amount of goods sold by the amount of goods in the complaint which has been accepted.

7.3. In the case of unloading at the point of receipt, the Buyer is obliged to inspect the goods for quality, and shall inform the driver and the Seller without delay of any discrepancies by telephone, and also in writing by e-mail or fax.

7.4. In the case of hidden defects of frozen goods, defects should be reported within one (1) calendar day of their discovery, however in every case no later than eight (8) calendar months before the expiration date of the product. Such information shall be supplied by telephone and in writing.

7.5. Goods for which complaints have been made should be adequately secured and documented, and next made available to the Seller for inspection. By adequately secured, it is understood that that adequate measures should be taken for a given type of goods, including maintaining the correct temperature for the given product. The Buyer is also obliged to maintain, as much as is possible, the correct packaging of the product, its labels and markings, in order to enable the identification of its origin. In the case of raw products, the Buyer may freeze such products with the written permission of the Seller.

7.6. All complaints concerning quality must be confirmed by the signature of the Seller and by an

authorised veterinarian.

7.7. Complaints made without compliance to the above conditions shall not be taken into consideration, and/or shall be negatively judged. Additionally, the Seller will negatively judge any complaints in which the Buyer, after receiving the goods, has sold them or otherwise processed them.

7.8. Complaints concerning a part of the goods are not synonymous with a complaint regarding the whole delivery. Each part of the goods sold to the Buyer should be treated individually. A complaint regarding one part of the goods does not preclude sale of the remaining parts of the goods.

7.9. The Seller shall take into consideration written complaints without undue delay, no later than within fifteen (15) workdays from the date of their receipt.

7.10. The Parties agree that if a complaint concerns a part of the goods no more than 10% of their total amount or value of the order, the goods are considered to be in accordance with the order and the complaint shall not be taken into consideration. The basis for assessing the percentage shall be the details contained within the Order Confirmation.

7.11. If the complaint is judged to be valid, and the goods are in saleable condition, the Buyer is entitled to an appropriate reduction in the price of the goods in question, or otherwise to a substitute part of the goods, at the Seller's discretion.

7.12. If the complaint is judged as valid, and the goods are not in saleable condition, the Buyer is entitled to the complete return of the goods.

8. FINAL PROVISIONS

8.1. These GTS have been delivered to the Buyer during registration in accordance with Article 384 of the Civil Code (see point 2.2 above), and shall be applied to all contracts entered into by the Seller and Buyer.

8.2. Without previous written agreement of the Seller, the Buyer may not deduct any financial liabilities owed to the Seller.

8.3. All oral agreements between the Parties shall apply only at the moment that they are confirmed in writing by the Parties, subject to invalidity, or in another way as defined in these GTS.

8.4. All disputes arising from contracts concluded based on these GTS shall be decided by the court

with jurisdiction in the place of the registered offices of the Seller.

8.5. The Buyer is obliged to immediately inform the Seller of any changes in telephone numbers, addresses, etc., or regarding contact with persons authorised to act on the Buyer's behalf. Failure to inform the Seller of such changes in writing will have the result that information and documents sent to the Buyer at the last known address of the Buyer shall be considered to have been successfully delivered.

8.6. These GTS and the basis for contracts contained herein are regulated by Polish law. Any disputes arising from the Sales Agreement or related to the Sales Agreements shall be within the jurisdiction of Polish courts, they shall be settled by the court closest to the Seller's place of registered office, in Lublin. 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. In case not regulated by these GTS or the sales contract, the provisions of the Civil Code shall apply.



Bożena Anna Trochym

Owner