

**GENERAL SALES TERMS OF
THE COMPANY ZAKŁADY DROBIARSKIE
"KOZIEGŁOWY" SP. Z O.O.**

I. Scope of application. General provisions.

1. These General Sales Terms ("GST" or "Terms") regulate the terms of sale and delivery of goods by Zakłady Drobiarskie "Koziegłowy" Spółka z ograniczoną odpowiedzialnością (Limited liability company) with a registered office in Koziegłowy, ul. Piaskowa 3, 62-028 Koziegłowy, registered by the District Court of Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register, under the no. 0000104445, share capital 5.344.122,00 PLN ("ZDK" or the "Company") to its customers ("Customer") and apply to all transactions between ZDK and the Customer, subject to pt. 2. These Terms in particular serve to complement the contents of Customers' orders, or other documents or actions which determine execution of a sales or delivery contract.
2. These GST do not apply to transactions between ZDK and Customers who are Consumers as per art. 22¹ of the civil code.
3. By entering into a contract based on these terms, the Customer undertakes to adhere to them in relation to all future transactions, even in instances where this has not been clearly stated.
4. Any conditions which are contrary to the provisions herein are not binding for the Company, even if they have not been clearly denied by the Company. Such conditions are only binding for the Company, if it expresses written consent to a regulation of mutual rights and obligations of the Parties different from the provisions of the GST. Obvious erroneous provisions are not binding for ZDK. In particular ZDK excludes the acceptance and application of any other agreements, clauses and conditions, including annotations by the Customer, of any type of general sales and purchase terms applicable at the Customer's company or other documents of a similar nature. Such conditions are considered not agreed between the Parties.

5. Any agreement or action by the Customer which leads to the execution of a sales contract with ZDK, as well as acceptance of goods constitutes unconditional acceptance of these Terms by the Customer.
6. For the purposes of these terms, the Parties define Force Majeure as exceptional circumstances beyond the control of the Company, in particular including wars, floods, riots, strikes, natural disasters, extraordinary weather conditions, political actions, including the issue of legal acts which prevent or hinder performance of the contract by the Parties.

II. Execution of contracts. Rules concerning order placement.

1. In the event of providing the Customer with an offer in accordance with the civil code, such offer shall be binding for ZDK only on the working day on which it has been presented to the Customer, until no later than 17.00.
2. The Customers may place orders in writing, via electronic mail or verbally. The execution of a contract takes place at the time of an order's confirmation by ZDK. The Company is entitled to confirm an order in writing, via electronic mail or verbally. Lack of response to an order shall not be construed as a silent acceptance of the order.
3. E-mail correspondence related to the placement and performance of orders shall be directed to the following e-mail addresses: handel@zd-kozieglowy.pl, zamowienia@zd-kozieglowy.pl, zd@zd-kozieglowy.pl, amizerna@zd-kozieglowy.pl.
4. An order shall contain at least one product name, a description containing: the type of packaging, thermal condition, assumed shelf life, the amount of goods and price per kilogram, if one has not been agreed prior, and a goods collection time.
5. The Company has the right to refuse acceptance of an order without statement of cause.
6. The Company is entitled to submit reservations as to the contents of the order, if the Company accepts the order with reservations, a lack of objection on the Customer's part within 5 hours from sending the e-mail message shall be

construed as agreement to the order with reservations.

III. Prices and price list.

1. The prices and currency of the sale of goods are specified in the confirmed order.
2. The price list and price quotations presented by ZDK in any form do not constitute an offer in accordance with the civil code, only an invitation for the Customer to enter into a Contract, unless the Company stipulates otherwise. In case of a lack of differing regulations, the presented price lists and quotations apply on the working day on which they have been presented, until no later than 17.00.
3. As a general rule, prices include the costs of goods packaging, labeling and, depending on arrangements or commonly adopted customs in Customer contacts, may include delivery costs. If the goods are delivered by the Company, the price also includes the cost of loading the goods. Unloading takes place at the Customer's cost and risk.

IV. Terms of order performance.

1. The Company has the right to withdraw from performing a confirmed order or deliver the order at a later than agreed time in the event of circumstances beyond the Company's control, in particular: malfunctions during the production of goods, failure to deliver raw products by a ZDK contractor, significant delays in raw product delivery to the Company, interruptions in the supply of utilities and circumstances of Force Majeure. The Company has the right to withdraw from performing an order also in the event of the Customer filing a petition for bankruptcy. Withdrawal from a contract in such instances shall not result in the Company's liability for damages.
2. In case of no provisions stating otherwise, every order shall be considered a separate transaction and the withdrawal from performing one of such orders shall not affect other deliveries.
3. The Company's withdrawal from a contract does not apply to provisions concerning the Customer's liability for damages and the Customer's obligation to pay contractual penalties.

4. The Company has the right to deliver the ordered goods in parts and invoice them separately.
5. Delays in the delivery of goods or delivery of only part of the ordered goods shall not release the Customer from their obligation to accept the goods.
6. An order for goods may be performed through release and loading of the goods on the ramp of the Company headquarters building, if it is agreed by the Parties that goods shall be collected using the Customer's own or hired transport or (as per Incoterms 2010 – EXW rule). During collection of goods the vehicle driver is obliged to sign and stamp documents put forward by the Company, in particular the VAT invoice, the goods release document and the bill of lading. The Customer consents to the signature of the above documents by the person collecting goods on the Customer's behalf. The Company shall have the right to suspend the release of goods, if there are justified suspicions as to whether the person collecting the goods acts on behalf of the Customer.
7. In the event of collection of goods at the Company's headquarters, ZDK shall weigh the goods. The person collecting the goods shall be entitled to participate in the weighing process. The person collecting the goods also has the possibility to inspect the temperature of goods.
8. If the goods are collected using the Customer's own or hired transport, the Customer undertakes, at least one hour prior to collection and, if loading is to take place outside of working days or in the hours from 18 to 6 a.m. on working days – one day prior to planned loading, to provide the Company with information regarding the person collecting the goods, including their telephone number and registration number of the vehicle, or at least the name of the carrier company via e-mail.
9. If delivery of goods takes place at the cost of ZDK, the Company shall deliver the goods using its own transport or via a third party carrier in accordance with Incoterms 2010 DAP (Delivered at place). Upon delivery of the goods to the location specified by the Customer, the person authorized to collect the goods shall be obliged to unload the goods, sign and

- stamp the shipping documents, in particular the bill of lading and invoice.
10. Failure to sign the documents specified in items 6 and 9 is tantamount to the Customer's refusal to collect the goods.
 11. In trade contacts between the Parties persons authorized to confirm the receipt of goods are considered to be persons authorized to represent the Customer through submission of statements in accordance with applicable law, persons employed by the Customer, who normally handle such matters despite a lack of written or clear authorization, persons active at the Company's premises in accordance with art. 97 of the civil code.
 12. The signature of shipping documents, goods release document or invoice without reservations is equivalent to the Customer's confirmation of goods receipt without reservations as to quantity and properties of the goods, which can be inspected at the time of loading or unloading.
 13. If the Customer refuses or fails to collect the ordered goods in accordance with the placed order, the Company shall be entitled to charge the Customer with transport costs (if the Company was to deliver the goods), storage, freezing or other costs associated with failure to collect the goods, including its sale (incl. price difference costs) or disposal. The above shall also apply in the case of delays in the collection of goods.
 14. Regardless of the entitlements stipulated in item 8, in case of failure to collect goods the Company shall have the right to sell the goods to another entity and, if this is not possible, e.g. due to a short shelf life, to dispose of the goods.
 15. Failure to collect the goods is considered to be failure to bring a vehicle up to the ramp within 24 hours counting from the agreed goods collection date or lack of prior payment for the goods, if the Customer was to pay prior to receiving the goods.
 16. The risk associated with the goods is transferred to the Customer in accordance with applicable Incoterms 2010 regulations.

V. Complaints.

1. The Customer has the right to lodge quantitative and qualitative complaints according to terms stipulated in these

Terms, subject to exclusion of sales warranty regulations stipulated in the civil code.

2. A prerequisite of filing quantitative complaints is inspection of the goods on receipt and drawing up a complaint protocol by the Parties, under pain of expiry of the right to complaint. Inspection of the goods should primarily involve weighing.
3. A prerequisite of filing qualitative complaints is performance of a quality assessment of goods at the time of receipt and drawing up a complaint protocol, and in the case of concealed defects (incl. after opening intact collective packages) within: 2 days from the unloading date, if the goods are fresh, within 4 days from the unloading date, if the goods are frozen, under pain of expiry of warranty entitlements.
4. A prerequisite of considering qualitative complaints is presentation of evidence showing that the goods originate from the Company, original identifying labels and original packages; the Customer's demonstration of continued refrigeration between 0 and 4 degrees Celsius for refrigerated goods, -18 degrees Celsius for frozen goods, from between 2 and 6 degrees Celsius for cold cuts, as well as evidence of ensuring proper transport (if transport was carried out by the Customer or on their behalf) and storage conditions. If the Customer invokes improper temperature of goods at the time of release, they shall be obliged to additionally present evidence of goods temperature measurement at the time of collection from ZDK.
5. Complaint claims should contain a description of the identified defects, quantity of defective goods, order date and invoice number, as well as a photograph of the goods and, in particular, photographs illustrating the defects and label, and a weighing protocol, if one has been signed. The Customer is obliged to demonstrate the existence of defects.
6. At the time of identifying a quality defect, the Customer is obliged to secure the goods. If there is a risk that the goods may spoil during the complaint investigation, they should be frozen. Freezing of the goods can be done upon consultation with the Company.

7. After receipt of a complaint claim, the Company shall have the right to perform a quality assessment of the goods. The Customer shall therefore authorize the Company to take samples of the goods and enter the premises where the goods are kept.
8. Defects of only part of the goods do not entitle the Customer to refuse collection of the entirety of goods, only the defective part.
9. ZDK shall investigate the complaint within 21 days from the date of the claim, unless fulfillment of this timeframe is impossible due to reasons attributable to the Customer. Lack of response regarding acceptance of a complaint within that timeframe shall not be equivalent to acceptance of the complaint.
10. In the event of acceptance of a complaint, the Company has the right to either provide the Customer with goods free of defects or reduce the price of defective goods. Delivery of goods free of defects or price reduction of the defective goods shall exhaust all of the Customer's claims related to the claimed goods, including related to its storage or freezing.
11. If the complaints is deemed unsubstantiated, the Customer shall cover the costs of its investigation.
12. Delivery of goods free of defects shall be possible in the event of return of defective goods in the same condition in which they have been released by the Company, specifically in original packaging and with labels.
13. The Customer is not entitled to return the goods without consultation with the Company.

VI. Payments. Obligations of the Customer.

1. The Customer is obliged to make timely payments. The payment term and form of payment for sold goods are stated on the invoice.
2. The goods remain property of the Company until the moment of payment.
3. In the event of delays in payment, ZDK shall be entitled to charge double statutory interest.
4. Assignment of liabilities or debts and deductions by the Customer towards the Company shall require the written consent of ZDK.
5. In the event of granting the Customer a trade credit the Company may demand

- the Customer to secure the trade credit, e.g. through a *blank* promissory note with a promissory note declaration.
6. The Company has the right to unilaterally change the payment term in justified circumstances, in particular:
 - lack of payment for a single invoice after the payment term and expiry of 3 months following the issue of a payment notice to the Customer,
 - deterioration of the Customer's financial standing,
 - the Customer's failure to collect the ordered goods,
 - failure to provide documents in accordance with item 8,
 - withdrawal of the Customer's limit by the Company's insurer,
 - instigation of judicial or administrative enforcement against the Customer,
 - application of a collateral against the Customer,
 - submission by the Customer of a petition for bankruptcy.
 7. The Company is also entitled in justified circumstances, in particular stipulated in pt. 6, to demand additional trade credit security from the Customer – specifically in the form of a bank or insurance guarantee, pledge, registered pledge or reservation of funds on the account.
 8. A Customer purchasing goods with a deferred payment term undertakes to provide at the Company's request any documents associated with the Customer's business, in particular required by the entity insuring the Company's claims (incl. financial documents).
 9. The Customer undertakes without delay, but no later than on the following day, to notify the Company of submitting a petition for bankruptcy or liquidation.

VII. Trade in pallets and returnable packaging.

1. Goods are sold by the Company in returnable packaging and on returnable pallets, unless the Parties agree otherwise.
2. The quantity and type of packaging is stated on the invoice issued by ZDK.
3. Returnable packaging or pallets may be subject to a deposit or provided without a deposit.

4. In the case of packaging or pallets subject to deposit, the Customer is charged with the deposit amount based on information on the invoice, as stipulated in pt. 2.
5. Returnable packaging or pallets specifically encompass: E1 red crates, E2 (red or white) crates, red MARS crates with the Company's logo, other types of containers, PVC pallets, H1 pallets, EPAL-EUR pallets. Returnable packaging may also include wooden pallets, if it has been agreed that they are to be returned.
6. The Customer undertakes to return the same quantity of packages they have received. The Customer is obliged to return the same type of packaging, with the exception of red MARS crates, which are to be returned as they are. If possible, the return should be carried out at the time of delivery.
7. If packaging or pallets are subject to deposit, return of the deposit takes place upon return of all containers based on a credit note.
8. In case of failure to return the pallets or packaging in the time specified by the Company, the Customer shall be obliged to pay for these pallets / packaging according to prices applicable at the Company based on an invoice issued within a time specified in the 11 March 2004 act on the goods and services tax. The payment term for sold pallets / packaging is 7 days from the invoice issue date.
9. The Customer undertakes to confirm the balance of returnable packages at the end of a given month. Lack of response by the Customer within 5 days from receipt of the balance shall be equivalent to a silent confirmation.

VIII. Intellectual property rights. Labels.

1. All intellectual property rights related to the products are attributable exclusively to ZDK, unless the Customer provides the Company a design of their own label.
2. The Customer undertakes to provide the Company with labels which conform to the law and which the Customer has the intellectual property rights to.
3. If the Customer provides the Company with a label, the Company shall not be liable for the contents of said label, in particular for any infringement of third party intellectual property rights.

4. The Company has the right to refuse production of goods, if the contents of the label indicate a composition of the goods contrary to their actual state.
5. The sale of goods with the Company's trademarks is not equivalent to the Customer being granted license to use any intellectual property rights associated with the goods.

VIII.a Personal data security

1. The data Administrator is the company Zakłady Drobiarskie "Koziegłowy" Sp. z o.o. with a registered office in Koziegłowy (further called: ZDK), which can be contacted:
 - in writing, directing correspondence at the address: Zakłady Drobiarskie "Koziegłowy" Sp. z o.o., ul. Piaskowa 3, 62-028 Koziegłowy,
 - via telephone, at the number: 61 811 16 42.
 - via e-mail, at the address: sekretariat@zd-kozieglowy.pl
2. ZDK processes personal data in accordance with provisions of GDPR and national regulations related to data protection, when:
 - it executes obligations arising from a contract (art. 6 item 1 letter b of GDPR),
 - for purposes related to the legitimate interest of ZDK or a third party (art. 6 item 1 letter f of GDPR)
 - consent is given by the data subject on the basis of art. 6 item 1 letter a of GDPR, for specific purposes.
3. Consent may be withdrawn at any time. Withdrawal of consent does not affect the legitimacy of data processing carried out prior to consent withdrawal.
4. Data may be disclosed to other recipients for the purpose of performing contracts, in order to carry out the legal obligations of ZDK, based on consent of the data subject or for purposes arising from the legitimate interest of the Administrator or a third party.
5. Recipients may specifically include: authorized employees of ZDK or institutions legally authorized to receive personal data based on corresponding legal regulations.
6. Data is also transferred to entities processing data on behalf of ZDK and their authorized employees, whereby such entities process data based on contracts

with ZDK and exclusively in accordance with ZDK's instructions and on the condition of maintaining their confidentiality, and are disclosed only to persons who have been obliged to maintain confidentiality based on legal regulations.

7. Personal data are not transferred to third countries, i.e. recipients in countries outside the European Union.
8. Personal data shall be processed for a period necessary to carry out the goals stipulated below:
 - in relation to performing a contract executed with ZDK – until completion of its performance, and after that time, for a period required by legal regulations or to execute possible claims,
 - in relation to processing conducted based on consent – immediately after your submission of a request to delete the data,
 - until the time of carrying out the legitimate interest of ZDK which constitutes the basis for processing or until an objection is raised regarding such processing, if there are no legally substantiated bases for further data processing.
9. Persons whose data is processed by ZDK have the right to:
 - request access to their data, as well as demand their correction, restriction of processing or deletion,
 - at any time withdraw previously granted consent to process data, within the scope related to the consent, provided that withdrawal of consent shall not affect the legality of processing which has been performed based on consent prior to its withdrawal,
 - request transfer of data provided to ZDK, processed for the purpose of executing and performing a contract or processed based on consent,
 - raise a complaint with the supervisory authority, which in the Republic of Poland is the President of the Personal Data Protection Office, if personal data processing violates GDPR provisions,
 - at any time raise an objection against data processing for reasons related to the specific situation of the data subject, if ZDK processes data for purposes arising from its legitimate interest (art. 21 item 1 of GDPR), for purposes related to direct marketing (art. 21 item 2 of GDPR).

10. To the extent in which processing of personal data takes place in order to execute and perform a contract with ZDK, the provision of personal data is a prerequisite of executing such a contract. The provision of personal data is voluntary, however, it is necessary to execute and perform a contract with ZDK. If a person wishes to enter into a contract and does not provide ZDK with the required personal data, information and documents, ZDK will not be able to execute or perform contracts and provide services.

11. Most personal data processed by ZDK originates directly from the data subjects.

12. Certain personal data may originate from attorneys or representatives of data subjects.

13. Certain data is acquired by ZDK from other public sources, i.e. from the National Court Register, Central Business Activity Records or similar sources located in other countries, and from private entities specializing in the collection and provision of information on enterprises.

14. In the case of data concerning persons representing entrepreneurs or otherwise acting on their behalf, ZDK acquires personal data from the abovementioned sources and from the entrepreneurs themselves.

15. ZDK does not use automated decision making in terms of personal data processing, including profiling.

IX. Final Provisions.

1. Any headings used in these Terms are only informative in nature and do not effect the construction or interpretation of their contents.
2. ZDK's liability for any claims arising from or related to the goods is limited only to the direct damages incurred by the Customer.
3. ZDK does not take responsibility for incidental, indirect damages or damages in the form of lost profits.
4. Polish law shall apply in all matters related to contracts between ZDK and the Customer or related to these Sales Terms, with the exclusion of the United Nations Convention on the International Sale of Goods dated 11 April 1980. Contracts executed between the Parties shall be subject to Incoterms 2010 rules mentioned within these Terms, as

published by the International Chamber of Commerce in Paris.

5. If any provision of these Terms is deemed invalid or ineffective, this shall not in any way affect the validity or effectiveness of other provisions in these GST. Provisions deemed invalid or ineffective shall be replaced with provisions which are in line with the purpose of the invalidated provisions.
6. All disputes arising from contracts executed between ZDK and the Customer and these Terms shall be resolved by a Court of appropriate jurisdiction over the Company's registered office.
7. These Terms have been drawn up in two language versions: Polish and English. In the event of discrepancies between the language versions, the Polish version shall be considered binding.

Koziegłowy, 25.05.2018