**GENERAL TERMS AND CONDITIONS OF SALE AGRAIMPEX SP. Z O.O.**

**§ 1**

**GENERAL PROVISIONS**

These General Terms and Conditions of Sale (hereinafter referred to as the “GTCS”) are applicable to all contracts for the sale of meat and meat products (hereinafter collectively referred to as the “Goods”) concluded between AGRAIMPEX Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw (hereinafter referred to as the “Seller”) and its contractor (hereinafter referred to as the “Buyer”), making a purchase for the purpose related to its business activity, regardless of the place and country of the Buyer's residence.

**§ 2**

**CONTRACT EXECUTION**

1. The Buyer places an order and sends it to the Seller via e-mail or in an electronic data exchange system agreed upon by the Parties. By placing the first order, the Buyer confirms that it has read and accepted the application of these General Terms and Conditions of Sale. By virtue of the Buyer's acceptance, the GTCS become an integral part of any subsequent Sales Contract.
2. The Seller confirms the order immediately upon receipt, however, it has the right not to accept the order for processing, provided that it notifies the Buyer no later than 24 hours after receiving it. Such notification is sent in the same manner that the order was placed.
3. A confirmed order constitutes the execution of a contract in documentary form, hereinafter referred to as the “Sales Contract”. The place of execution of the Sales Contract is the Seller’s registered office.
4. The Parties mutually assure each other that the persons placing the order and confirming its acceptance are authorized to make statements of intent on their behalf. The Seller shall have the right to verify the powers of the persons signed on the statements addressed to the Seller. The Buyer in such a case shall confirm such powers within 24 hours of receipt of such inquiry, or else the acts performed by such persons shall be deemed effective against the Buyer.

**§ 3**

**CONTRACT PERFORMANCE**

1. Delivery of Goods is made as per the terms of the order.
2. Delivery is made by issuing the Goods to the Buyer or a person authorized by the Buyer (including, but not limited to, a forwarder, a carrier).
3. The Buyer is obliged to timely pick up the ordered Goods.

**§ 4**

**PRICE AND PAYMENT TERMS**

1. The price is determined in accordance with the Seller's price list and the terms of the order in the currency indicated therein. The Parties may also agree on a price other than the list price, which requires mutual written confirmation. The price does not include taxes, duties or any other charges that are not its customary elements.
2. The price list is valid for the period indicated therein, generally weekly, and will be communicated to the Buyer at the specified e-mail address. Changes to the price list are made upon notification and do not require the Buyer’s consent.
3. Payment of the Price shall be made by wire transfer to the Seller's bank account indicated in the invoice and by the date specified in the invoice.
4. If the Seller grants the Buyer a credit limit, cooperation between the Parties may only take place within the granted limit.
5. The Buyer undertakes towards the Seller not to make deductions or any other reductions in the price not agreed upon.
6. In the event of a delay in payment of an invoice, the Seller shall have the right to charge the Buyer statutory interest for the delay for the period from the day following the agreed payment date until the date of payment of the amount due.

**§ 5**

**COMPLAINTS**

1. The Buyer shall inspect the purchased Goods for defects in quantity and quality immediately after delivery (issue) of the Goods to the Buyer (including to the carrier or forwarder insofar as this is stipulated in the terms of delivery).
2. The Buyer shall report complaints to the Seller no later than within:
3. for quantity complaints:

* on the day of delivery - in the case of refrigerated goods
* within 7 days from delivery - in the case of frozen goods

1. for quality complaints:

* within 5 days from delivery - in the case of refrigerated goods
* within 14 days from delivery - in the case of frozen goods

1. The complaint should be made in writing and include:
2. order/ Sales Contract designation;
3. the type, quantity and value of the Goods that the complaint concerns;
4. a proposal on how to handle the complaint;
5. evidence to establish the condition of the Goods and the circumstances in which the defects arose, including evidence giving the Seller the right of recourse against the carrier or manufacturer.
6. The submission of complaints, comments or other objections does not relieve the Buyer from the obligation to pay the Price for the purchased Goods.
7. If the Buyer intends to charge the Seller with the cost of laboratory testing of the Goods, it is obliged to notify the Seller of the performance of such testing. The cost of the tests shall be borne by the Party for whom the result was unfavourable.
8. In the event of a complaint, the Seller shall have the right to inspect the Goods at the Buyer's premises.
9. Weight loss caused by the freezing or refrigeration of the Goods shall not be considered a defect if it does not exceed 1 (one) percent of the weight of the Goods. The Buyer shall have the right to lodge a complaint regarding the weight of the Goods only if reservations regarding it have been entered in the document confirming receipt of the Goods, and the Goods have been weighed by the Buyer or a person authorized by it at the time of delivery of the Goods in the presence of the carrier.
10. The Buyer shall lose its rights related to any (quantity and/or quality) defects found in the delivered Goods if the Goods are sold or processed by it, or if the Buyer makes use of the Goods.
11. The Seller shall not be liable to the Buyer for any deterioration in the quality of the Goods of which the Buyer was aware at the time of the execution of the Sales Contract.
12. The Seller is obliged to consider the complaint immediately, no later than within 10 working days of receipt of the notification.

**§ 6**

**FORCE MAJEURE**

1. The Seller shall not be liable for any losses incurred by the Buyer in the event of force majeure or due to circumstances that the Seller could not avoid, which may hinder the performance of the contract, cause its performance to be hindered either temporarily or permanently, or when the delay exceeds delivery expectations.
2. Force majeure events include an event that could not have been foreseen, which is external to the Parties and which they were unable to oppose (armed actions, strikes, epidemics, natural disasters and the effects of elementary forces of nature).
3. In the event of withdrawal from the Sales Contract (in whole or in part) due to the occurrence of a force majeure event, the Parties shall not be entitled to a claim for reimbursement of their expenses or a claim for compensation.

**§ 7**

**LIABILITY**

1. The Seller shall be liable to the Buyer for damages for non-performance or improper performance of the Sales Contract only if it causes damage to the Buyer through wilful misconduct.
2. Failure to deliver the Goods within the time specified in the Sales Contract shall not constitute a breach of the Sales Contract, provided that it is not the result of the Seller's wilful misconduct. In this case, the Parties shall agree on a reasonable additional date and place for delivery of the Goods by the Seller.

**§ 8**

**JURISDICTION AND GOVERNING LAW**

1. Contracts concluded using these General Terms and Conditions of Sale shall be governed by Polish law, excluding the provisions of the New York Convention on the Limitation Period in the International Sale of Goods and the United Nations Vienna Convention on Contracts for the International Sale of Goods (CISG).
2. For all claims arising out of or in connection with concluded contracts and other legal relations covered by these General Terms and Conditions of Sale, the court of exclusive jurisdiction shall be the court in Warsaw.

**§ 9**

**SEVERABILITY CLAUSE**

If it is determined that any of the provisions of the GTCS is legally invalid, this circumstance shall not affect the validity of the remaining provisions thereof, unless it is obvious from the circumstances that without the invalid provisions the Parties would not have concluded the Sales Contract. In the event that it is determined that any of the provisions of the GTCS is legally invalid, the Parties undertake to immediately amend the Contract binding them, based on which substitute provisions shall be introduced into the Contract, the purpose of which will be equivalent or as close as possible to the purpose of the invalid provisions.

**§ 10**

**FINAL PROVISIONS**

1. The Parties undertake to cooperate loyally in resolving any conflict situations, taking into account the interests of each Party.
2. The present GTCS are an integral part of the Sales Contract.
3. The headings in these GTCS are informative and should be understood as such.