



MLEKOVITA

General Terms and Conditions of Delivery

of Spółdzielnia Mleczarska MLEKOVITA in Wysokie Mazowieckie
for purchasers from outside the territory of the Republic of Poland

27 June 2017

1. Application of these conditions.

- 1.1. General Terms and Conditions of Spółdzielnia Mleczarska MLEKOVITA with its registered office in Wysokie Mazowieckie Poland, for purchasers from outside the Republic of Poland (hereinafter referred to as "General Terms and Conditions of Delivery") constitute an integral part of any agreement concluded between Spółdzielnia Mleczarska MLEKOVITA with its registered office in Wysokie Mazowieckie, at Ludowa 122, 18-200 Wysokie Mazowieckie, NIP/VAT no. PL7220002329, KRS 0000074309 (hereinafter referred to as "the Supplier"), and the Purchaser of the Goods, which has its registered office or place of residence outside the territory of the Republic of Poland (hereinafter referred to as "The Purchaser") which the subject matter is the sale or delivery of goods (hereinafter referred to as "the Agreement").
- 1.2. If the provisions of the Agreement are contrary to the General Terms and Conditions of Delivery, or if the provisions of the Agreement exclude the use of certain terms of the General Terms and Conditions of Delivery, then the provisions of the Agreement shall take precedence.
- 1.3. General Terms and Conditions of Delivery do not apply to Agreements concluded with consumers.
- 1.4. General Terms and Conditions of Delivery shall apply in case when the Purchaser has registered office or place of residence inside the territory of the Republic of Poland and the Parties reserves that General Terms and Conditions of Delivery shall apply.



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fax: 86 27 54 130, 86 27 58 330
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Konta bankowe:
Konto 1: Powszechna Kasa Oszczędności Bank Polski S.A.
Oddział Wysokie Mazowieckie
76 1020 1332 0000 1002 0027 9448 PLN

Konto 2: Bank Gospodarki Żywnościowej S.A.
Oddział w Łomży
09 20300045 111 0000000185310 PLN

Account:
IBAN PL41 1020 1332 0000 1102 0048 7900 Euro/€
IBAN PL02 1020 1332 0000 1102 0045 6301 USD/\$
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2. Agreements.

- 2.1. The effective conclusion of the Agreement takes place when:
 - a) The Agreement will be signed by both parties and each party will receive an Agreement signed by the other party (Written form),
 - b) The Agreement will be signed by one of the parties and then sent to the other party, who will sign the Agreement signed by the other party on the printout of the contract signed by the opposing party and then send the Agreement to the other party (Documentary form).
- 2.2. If the Agreement is concluded in written form, its amendment, termination or withdrawal shall be made in writing in pain of nullity.
- 2.3. If the Agreement is concluded in a documentary form then its amendment, termination or withdrawal must be documented or written in pain of nullity.
- 2.4. The person signing the Agreement on behalf of the Purchaser declares that he or she is legally authorized to conclude the Agreement on behalf of and for the benefit of the Purchaser, and if not, undertakes without delay, no later than 7 days, that the person empowered by the Purchaser shall confirmed the concluded Agreement.

3. Orders.

- 3.1. Orders are submitted by the Purchaser to the Supplier during the term of the Agreement.
- 3.2. Orders placed by the Purchaser after termination of the Agreement do not bind the Supplier, unless the Supplier accepts the order, as notified to the Purchaser.
- 3.3. If the Order was made after the termination of the Agreement and the Supplier has accepted the order and notified the Purchaser, then the provisions of the original Agreement and the General Terms and Conditions of Delivery shall apply.
- 3.4. Orders are submitted by the Purchaser for Delivery in writing or by e-mail to the email address indicated in the Agreement. Changing the email address for placing an order does not constitute



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an amendment to the Agreement and is made by notifying the Purchaser electronically via e-mail.

- 3.5. The order should contain minimum parameters:
- the name, address and tax identification number of the Purchaser
 - type of goods,
 - quantity of goods,
 - unit price and price of the whole order,
 - the type and size of packages,
 - product labels,
 - payment terms;
 - transport conditions,
 - the time limit for the performance of the order,
 - place of delivery,
 - country of destination,
 - the quality conditions of the goods, if they differ from the standards,
 - the indication that the goods must be in specified packages - if the order is for packaged goods made on the order of the Purchaser.
- 3.6. Order not to specify the minimum parameters specified in the above Article 3.5 of the General Terms and Conditions of Delivery do not bind the Supplier.
- 3.7. "Call of Order" means a statement of will of the Purchaser addressed to the Supplier, containing a precise date, place and quantity of the goods to which the Order was previously submitted.
- 3.8. The call shall be submitted electronically to the e-mail address indicated in the Agreement. Changing the email address for making a Call of Order does not constitute an amendment to the Agreement and is made by notifying the Purchaser electronically via email.
- 3.9. The Call of Order must conform to the Order and may not modify the content of the Agreement.
- 3.10. Calls of Order must be made at such time as to enable the Supplier to make delivery in time, in



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particular taking into account the time required to produce the product, its delivery to the destination and the quantity of goods included in the Call of Order.

- 3.11. Unless otherwise stated in the Agreement, the Call of Order shall be submitted in proportion to the period of performance of the delivery contained in the Order.
- 3.12. In the event that the Purchaser has made a Call of Order in such a way that it cannot be performed in a timely manner, in particular if he has made a Call of Order in the last period of performance of the Order, the Supplier shall not be liable for failure to perform the Order.

4. Delivery Terms.

- 4.1. Unless otherwise agreed, delivery terms are governed by INCOTERMS 2010 EX WORKS.
- 4.2. Unless otherwise stated, the ownership of the goods is transferred to the Purchaser upon the fulfillment of the consideration provided in the form of the full price.
- 4.3. Unless otherwise stated, the release of the products and the associated benefits, burdens and obligations shall be transferred to the Purchaser in accordance with INCOTERMS 2010 specified into the Agreement, and in the case when the Agreement does not specified terms on the terms of EX WORKS.
- 4.4. If the Purchaser is delay with the payment of the price for the ordered or delivered goods (depending on the date of payment), or if the Purchaser's payment for the goods ordered is questionable due to his property status, then the Supplier may withhold the delivery of the goods until the Purchaser will pay the price in full or will provide a security equal to the value of this Order.
- 4.5. The Purchaser is obliged immediately, not later than within 3 days, to confirm the Supplier's receipt of the goods by sending scans of the relevant transport documents, in particular the Single Administrative Document (SAD) for delivery outside the European Union.



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5. Labels.

- 5.1. The Purchaser undertakes to prepare labels pattern and pass it in appropriate form to the Supplier.
- 5.2. Unless otherwise stated in the Agreement, the price of labels is included in the price of the product specified in the Agreement or the Order.
- 5.3. The Purchaser is fully liable for the conformity of the label design with the laws of the country of destination.
- 5.4. The Supplier shall not be liable to third parties for any claims made in connection with non-proper labeling, if the labels have been in accordance with the labels pattern passed by the Purchaser.
- 5.5. The Purchaser release from liability the Supplier of all third party claims specified in above Article 5.4. in particular is obligated to step into place of the parties to the court (defendant) or arbitration proceedings or any other proceedings in connection with the non-proper labeling products.

6. Own brand.

- 6.1. If the parties have agreed that the Supplier will produce the products in packages according to the Purchaser's graphic design, the provisions of Article 6 shall apply.
- 6.2. The Supplier shall produce the packaging according to the graphic pattern presented by the Purchaser, which will be included in the Annex to the Agreement.
- 6.3. Changing the graphic design of packaging constitutes an amendment to the Agreement and must be approved by the Supplier.
- 6.4. In the event that the Supplier has made the packaging according to the Purchaser's industrial design and termination, withdrawal or other way of the Agreement termination occurred or the Supplier changed the industrial design and did not inform the Supplier in good time, the Purchaser undertakes to repurchase all packages with the industrial design of the Purchaser or to bear any



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costs associated with their production and disposal.

- 6.5. In cases where the packages have been manufactured by the Supplier and the goods have been placed there, the Purchaser undertakes to buy all such goods from the Supplier at the price agreed upon on the basis of the latest current price list or the Agreement. In the event when Purchaser refuses to purchase these goods, the Supplier will designate the Purchaser a 7 day period for their purchase, and after expiry of that period, the Supplier shall commence the destruction of those goods together with the packaging, and the costs of goods, packaging and commission destruction shall be borne by the Purchaser, on the basis on VAT invoiced by the Supplier at the price specified by the last current price list or in the Agreement.
- 6.6. Unless otherwise stated in the Agreement, the price of packages is included in the price of the product specified in the Agreement or the Order.
- 6.7. The Purchaser declares that he is entitled to the copyright of the industrial design of the packaging as annexed to the Agreement and that he is entitled to use it in the country of manufacture and in the country of destination.
- 6.8. The Purchaser declares that the packaging constituting the industrial design meets all the standards and complies with all the regulations in force in the country of destination, in particular the information standards contained in the packaging.
- 6.9. The Supplier shall not be liable to third parties for any claims made in connection with the manufacture of products in packages manufactured in accordance with the industrial design of the Purchaser.
- 6.10. The Purchaser release from liability the Supplier of all third party claims relating to the Industrial Design of the Purchaser, in particular is obligated to step into place of the parties to the court (defendant) or arbitration proceedings or any other proceedings in connection with the manufacture of the products according to the industrial design of the Purchaser.



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7. Complaints.

- 7.1. The Purchaser is obliged immediately after receipt of the goods to check its quantitative and qualitative compliance with the order and the contract.
- 7.2. Quantitative complaints must be reported no later than within 3 days of delivery of the goods, otherwise they will not be considered. e-mail only within 5 days of their disclosure no later than the expiry date of the product for consumption. Complaints made after the expiry date of the products will not be considered.
- 7.3. The Supplier is obliged to examine the notified defect no later than 14 days after its receipt.
- 7.4. Supplier's warranty liability for the defects of goods delivered under the Agreement has been excluded.

8. Payment Terms.

- 8.1. The price for the goods is determined in the Contract or Order or on the basis of the current price list of the Supplier - depending on the terms of the contract.
- 8.2. The price specified in the Contract or Order is net value, excluding VAT, unless the parties have reserved otherwise.
- 8.3. Unless otherwise agreed, the date of payment is pre-paid for 5 days before the agreed delivery date.
- 8.4. The date of payment is the date on which funds will be credited to the bank account of the Supplier.
- 8.5. Payment for the goods takes place on the Supplier's bank account specified in the contract. The supplier reserves that he does not change the bank account numbers by e-mail or fax. The change of the bank account number is in writing under pain of nullity and must be confirmed by the Purchaser prior to the transfer.
- 8.6. All costs related to the transfer to the bank account of the Supplier shall be borne only by the



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Purchaser. The Purchaser is not entitled to charge the Supplier with any commissions, fees or other charges related to the transfer to the bank account of the Supply.

9. Force Majeure.

- 9.1. Neither Party will be liable for full or partial non-performance of the Agreement due to force majeure such as, but not limited to, catastrophe, fire, flood, earthquake, strikes, war or war activities or other events beyond their control, but which will make it difficult to fulfill the obligations set out in the Agreement and which cannot be avoided even in the event of due diligence of the Party.
- 9.2. The occurrence of force majeure party who is invoking it, is obliged immediately, not later than within seven days, notify the other party in writing or by e-mail, in the absence of a notification by that date, this party cannot successfully invoke for the occurrence of force majeure.

10. Relevant law and court.

- 10.1. The law applicable to the implementation of the Agreement is the law of the Republic of Poland.
- 10.2. All disputes that may arise between the Parties in the execution of this Agreement which are not resolved amicably shall be subject to the jurisdiction of the common courts of local jurisdiction of Białystok in Poland under Polish law. The final judgments of this court are binding and final.

11. Other provisions.

- 11.1. Neither party may transfer their rights and obligations under the Agreement without the prior written consent of the other party, otherwise null and void. This does not apply to situations where the Supplier may transfer claims arising under this Agreement to a Factor for the purpose of performing a factoring contract, which the Purchaser must be duly notified.



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- 11.2. Each party is obliged to immediately inform the other party of the change of address for service, subject to the condition of effective delivery of a letter sent to the address indicated in the Agreement.
- 11.3. At each request of the Supplier, the Purchaser shall, within 14 days of receipt of the summons, establish and confirm the balance of the mutual settlements with the date indicated in the call for confirmation of the balance day. Confirmation of the balance must be made by the person entitled to represent the Purchaser.
- 11.4. The Purchaser declares that he is an active VAT payer, and if the Purchaser is established or domiciled in the European Union then the Purchaser declares that he is an active VAT taxable person registered as an active EU VAT tax payer within the European Union.
- 11.5. The Purchaser is obliged to inform the Supplier immediately of the loss of the status of a VAT payer or EU VAT taxpayer, and in the absence of timely notification, the Purchaser shall raise the liability for such failure.
- 11.6. In the event of non-performance or improper performance of the Contract by the Supplier, the liability is limited to losses suffered by the injured party, however, not higher than the 30% of the Contract which will not be performed or not performed properly. The Parties exclude the liability of the Supplier for the benefit that the Purchaser would have had if the damage had not been done.
- 11.7. General Terms and Conditions of Delivery were written in Polish, English and Russian. In the case of language disputes, the Polish-language version is a version binding for interpretation.



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