
GENERAL TERMS AND CONDITIONS

1. The Supplier is an entrepreneur conducting professional business activity in the field of production of poultry meat and poultry products and with know-how sufficient to produce foodstuffs in accordance with the Agreement, while maintaining professional organizational, technical and quality conditions as required by the Applicable Laws.
2. These General Terms and Conditions govern both the principles of cooperation regarding the sale of the Supplier's branded products to the Customer and the manufacture of the Customer's private-label products, upon the Customer's order. The Parties shall specify the scope of cooperation in the Agreement. Provisions relating to cooperation concerning the Customer's private-label products are expressly designated and shall not apply where the Parties agree to cooperate exclusively with respect to the Supplier's branded Products.

§ 1

[DEFINITIONS]

For the purposes of these General Terms and Conditions, the following terms, expressions and phrases shall have the meanings set out below:

- a) **Delivery** – the moment at which title to the Products passes and the risk of loss or damage to the Products transfers from the Supplier to the Customer;
- b) **Business Day** – any day from Monday to Friday other than a statutory public holiday in Poland;
- c) **Form** – a signed document specifying the individual and specific scope and rules of cooperation between the Parties, on the basis of these General Terms and Conditions;
- d) **Place of Delivery** – the individually specified place to which the finished Products are to be delivered by the Supplier, depending on the Incoterms 2020 rules agreed by the Parties;
- e) **MOQ** – “minimum order quantity”, the smallest number of all finished products under a given product code that must be included in an Order for the Order to be considered by the Supplier as validly placed and eligible for acceptance and fulfillment;
- f) **General Terms and Conditions, GTC** – these General Terms and Conditions of Sale;

- g) **Packaging** – items intended for storage and transport of raw materials. Combining packaging into larger groups requires a Carrier;
- h) **Carrier** – items used for bulk transport of packaging, e.g. pallets.
- i) **Products** – final food products to be manufactured and delivered by the Supplier upon the Customer's Order, specified in detail in the Specification;
- j) **Specification** – requirements as to the quality and parameters of the Products documented and confirmed by the Parties prior to production of the first batch of a given Product;
- k) **Agreement** – the agreement between the Supplier and the Customer (jointly, the “Parties”), concluded when the Parties have agreed the essential terms of cooperation (essentialia negotii), in documentary or written form, in particular by means of the Form, together with these General Terms and Conditions and all appendices hereto;
- l) **Applicable Laws** - all regulations applicable currently and during the future cooperation of the Parties in Poland, including European Union regulations;
- m) **Order** – the Customer's declaration of intent to purchase a specified quantity of Products, with the order placement procedure described in detail in §4 of the General Terms and Conditions;
- n) **Trademark** – the Customer's trademark intended to be placed on the Packaging and the Products.

§ 2

[GENERAL PRINCIPLES OF COOPERATION]

1. Pursuant to the provisions of the Agreement, the Supplier shall, upon the Customer's Order, each time undertake either to sell or to manufacture and sell the Products, and the Customer shall undertake to accept them and pay the price. The Products shall be manufactured and delivered in accordance with the Agreement, as well as all Applicable Laws and the Specification.
 2. This Agreement constitutes a Framework Agreement, and all obligations regarding production, acceptance, and price must be expressly set forth in a Purchase Order submitted by the Customer and accepted by the Supplier. No implied terms of cooperation or obligations not specified in the Order or based thereon shall be binding on the
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Supplier. Orders are placed and specified by the Parties at least in writing (e.g., via email or EDI), and in exceptional cases, orders may be placed by telephone.

§ 3

[REPRESENTATIONS OF THE PARTIES]

1. Each Party represents and warrants that: (i) it has full capacity to enter into the Agreement, acquire the rights granted therein and perform the obligations contained therein; (ii) the Agreement constitutes a valid, binding and enforceable arrangement of the Parties, and each person entering into the Agreement is duly authorized to do so on behalf of the relevant Party; and (iii) the conclusion and performance of the Agreement will not conflict with or violate the provisions of any other agreement, license terms, permits, consents, orders or obligations to which such Party is a party or subject.
2. The Customer represents and warrants that:
 - a) it bears legal responsibility for placing the Products ordered from the Supplier on the designated markets, including the Polish market, the market of the country of the Place of Delivery or the country of the Customer's registered office;
 - b) the graphic designs of the Packaging and the food-related information contained thereon, such as the name, list of ingredients, storage conditions or conditions of use, minimum durability date or use-by date, placed on all Product Packaging at the Customer's request are correct, compliant with Applicable Laws and placed at the Customer's responsibility (*in the case of production of the Customer's private-label Products*);
 - c) it holds intellectual property rights to the graphic designs of the Packaging provided to the Supplier for the purposes of performing the Agreement, is authorized to use such graphic designs and provide them to the Supplier (on the basis of its intellectual property rights or granted licenses); their use by the Supplier shall not infringe any third-party rights and shall comply with Applicable Laws (*in the case of production of the Customer's private-label Products*);
 - d) it holds exclusive rights to the Trademark which, pursuant to the Agreement, shall be used to mark the Products and the printing and reproduction of which shall be carried out by the Supplier; the Customer authorizes the Supplier to use the Customer's Trademark for the purposes of performing the Agreement, without any additional remuneration on that account, and undertakes to release the Supplier from any potential liability related to infringement of third-party rights to the Trademark or graphic designs provided to the Supplier for the purposes of the cooperation (*in the case of production of the Customer's private-label Products*);
 - e) it holds all permits, licenses, approvals, consents of the relevant public authorities or authorised third parties required under Applicable Laws for the production of the Products and their receipt, storage, transport and sale;
 - f) all certificates concerning the Customer's rights to the Trademark are valid and compliant with Applicable Laws (*in the case of production of the Customer's private-label Products*).
3. The Supplier represents and warrants that:
 - a) it shall supply the Products in accepted (or agreed) quality, in accordance with the Specification,
 - b) it shall organize, at its own expense, the acquisition of components necessary to manufacture the Product,
 - c) it shall supply Products that comply with Polish and European Union law and possess the appropriate quality certificates,
 - d) it shall supply Products whose temperature complies with that specified in the Specification,
 - e) it shall consider complaint claims submitted by the Customer in accordance with §11.

§ 4

[ORDER PLACEMENT RULES]

1. The Products shall be manufactured by the Supplier on the basis of the Specification (*in the case of the Customer's private label*) and the Order placed by the Customer and confirmed by the Supplier.
 2. An Order placed by the Customer shall be deemed effective and binding subject to the following conditions:
 - a) it is submitted by an authorized representative of the Customer, preferably sent from the Customer's e-mail address specified in the Form,
 - b) it shall include at least: the name of the Product, the price if not agreed on a long-term basis in the Price List, the preferred Delivery date, and the quantity of the ordered Product for
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- each item index, in accordance with the Specification, as well as delivery terms,
- c)** it shall cover at least the quantity of the Product equal to the MOQ for the given item index,
- d)** the Supplier has confirmed acceptance of the Order or submitted any comments, in which case the Parties shall enter into discussions to agree on the final content of the Order. If partial or full prepayment for the Products has been agreed as the method of payment, the Order confirmation shall include a pro forma invoice issued by the Supplier for the prepaid part of the Order price,
- e)** *[depending on the provisions of the Agreement]* the Customer has made the agreed partial prepayment or a prepayment equal to 100% of the price (full price prepayment) for the ordered Products on the basis of the issued proforma invoice (the Order becomes effective upon actual payment of the prepayment).
3. The Supplier shall fulfill the Order within the timeframe specified in the Agreement. If the Parties have not agreed on a timeframe for fulfilling the Order, the Order shall be fulfilled by the estimated (projected) delivery date.
 4. Amendment of an Order by the Customer after confirmation of its receipt by the Supplier is not possible, unless the Supplier exceptionally gives its express written consent.
 5. The Supplier has the right to suspend fulfillment of the Order if the Customer fails to provide the documents required for the Customer to trade in the Products in accordance with Applicable Laws, or the documentation necessary to export the Products to the Delivery Location, which the Supplier is obligated to verify as the manufacturer. In particular, copies of all import and export permits, permits for trading in the Products, as well as customs and environmental decisions and confirmations of payment of fees or taxes, must be provided in accordance with the Applicable Laws. The aforementioned documentation is subject to verification by the Supplier prior to commencing fulfillment of the Order and is monitored during its fulfillment. In the absence of a required document, the Supplier reserves the right to suspend the production process until the Customer clarifies the matter or proves that the document or fee in question is not required under Applicable Laws.
 6. The Supplier is not obliged to accept any Order for performance, and the Customer is not obliged to place any Order with the Supplier. The exception is where the Parties agree on long-term forecasts—in such case, the Customer shall be obliged to place Orders within the forecast, and the Supplier shall be obliged to sell the Products in the quantity indicated in the forecast.
- § 5**
[GRAPHIC DESIGNS AND PACKAGING PRODUCTION]
(applies exclusively to cooperation regarding the Customer's private labels)
1. The cost of printing on the unit packaging is included in the price.
 2. Graphic designs of the Product Packaging shall be delivered by the Customer to the Supplier by e-mail or on another graphic data carrier.
 3. The Parties agree that if the graphic design and its content are not known at the time the Agreement is concluded, the Customer shall submit them electronically no later than 30 days prior to the date of production of the Order.
 4. The Supplier will review the submitted design, and the Customer is required to comply with any comments made by the Supplier, particularly those relevant to production. Once the final version of the design has been agreed upon, the Customer will send it to the Supplier in the agreed format. The Supplier does not interfere with the creative aspects of the design. The Customer bears full responsibility for the compliance of the Packaging design with Applicable Laws; however, the Supplier may, to the best of its knowledge, provide the Customer with guidance regarding the correctness of the design and the markings on the Packaging in accordance with the Applicable Laws. Failure to follow the Supplier's guidance remains the sole responsibility of the Customer.
 5. Any change to the design of the Packaging requires at least 30 days' prior notice from the Customer to the Supplier and the use of the entire stock of Packaging with the previous design, ordered by the Supplier for production purposes. The Supplier permits the implementation of a new Packaging design prior to the full use of the stock, provided that the Customer consents to the disposal of the Packaging with the previous
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design, at the Customer's sole expense, but not earlier than the date on which the Customer reimburses the Supplier for the costs associated with the disposal of the Packaging. For the avoidance of doubt, the costs associated with the disposal of the Packaging shall be understood to include both the costs of the disposal itself and the costs incurred by the Supplier in connection with the production of the packaging (including, but not limited to, production, printing, and transportation costs).

§ 6

[DELIVERY RULES]

1. The Products shall be delivered on Carriers, in particular EUR or CHEP/LPR pallets, depending on the arrangements of the Parties specified in the Agreement.
2. The Carriers on which the Products are delivered to the Customer constitute transport packaging and, as a rule, are returnable.
3. The Parties may agree on the following rules for exchange of Carriers:
 - a) Deposit system and 1:1 exchange,
 - b) Sale of Carriers,
 - c) Carriers shall be included in the price of the Products.
4. In the cases indicated in point 6(b) and point 6(c), the Customer is not obliged to return the Carriers, which become the Customer's property upon Delivery.
5. **Deposit system and 1:1 exchange:**
 - a) The parties agree on a deposit for the Carriers. The amount of the deposit for individual Carriers is determined in accordance with the current market price for the type of Carriers used for delivery. The current market price is determined based on the purchase prices of the Carriers by the Supplier from the sellers with whom the Supplier cooperates. The stated deposit amounts shall be gross amounts.
 - b) On the day of Delivery and handover of the Carriers, the Supplier charges the Customer a deposit obligation in an amount equal to the sum of the deposit value and the quantity of Carriers handed over. This obligation is reduced each time the Customer returns Carriers by an amount equal to the product of the quantity of returned Carriers and the deposit value.

c) The Customer is required to return the Carriers with each delivery, but no later than within 60 days from the Delivery date.

d) If the Customer returns Carriers of the same quality and type for replacement, this will be treated as a return of the Carriers used in the delivery for which the replacement is being made. If the Customer returns more Carriers than the number of Products delivered by the Supplier, the excess will be treated as a return of Carriers that were previously accepted but have not yet been returned. If the Customer uses its own transport or a carrier, the driver or another representative of the carrier must be present at the time of receipt to confirm the quantity and type of returned Media. The driver is considered to be acting on behalf of the Customer.

e) If, after 60 days from the date of Delivery, the Customer has not returned the Carriers, the Supplier shall, within 7 days of the expiration of the return period, issue a VAT invoice for a gross amount equal to the product of the number of unreturned Carriers and the deposit amount. The invoice is payable within 14 days of its delivery to the Customer.

f) Once the Supplier issues the invoice, the unreturned Carriers become the property of the Customer. The Customer may not return such Carriers. Upon agreement, the Supplier may repurchase the Carriers from the Customer.

6. Sale of Carriers:

- a) On the invoice for the Products from a given Order, the Supplier shall list, as a separate item, the quantity of Carriers on which the Products will be delivered, their type, and their price.
 - b) The Customer has the right to return the Carriers within 60 days after Delivery.
 - c) The return of the Carriers made within the time limit specified in letter (b) above shall be documented by the Supplier issuing an appropriate credit note.
7. The Customer declares that it additionally permits collection of Products on rented-type Carriers. If the Customer cooperates with CHEP or LPR pallet pool operators regarding wooden EUR pallets, wooden half-pallets and plastic quarter-pallets, it may express
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willingness to cooperate using such rented Carriers. In such case, the Parties shall individually agree the terms of exchange of such Carriers.

§ 7

[STORAGE CONDITIONS; RIGHT OF DESTRUCTION]

(points 1–4 apply exclusively to cooperation regarding the Customer's private labels)

1. If the Parties agree on Incoterms 2020 delivery terms under which the Customer collects the goods from the Supplier's plant/warehouse on its own (e.g. EXW), the Supplier shall be entitled to charge the Customer a contractual penalty of PLN 2 for each Carrier storing Products, for each day of delay in collecting the Products.
2. If the Customer fails to collect the Products within 14 days from the Delivery date agreed in the Order, the Supplier shall be entitled to dispose of or recycle the Products not collected on time at the Customer's sole cost, after sending the Customer an e-mail notice of such intention at least seven (7) days in advance. A VAT invoice for the manufactured Products and for disposal, payable within 14 days of delivery, may be issued immediately after destruction or recycling of the Products, and the amount specified in the invoice may include taxes or charges such as an environmental fee (if such a fee or tax applies under the Applicable Laws) and the disposal costs incurred.
3. Charging the Customer with recycling or destruction costs shall not release the Customer from the obligation to pay the storage costs previously charged by the Supplier as referred to in point 1 above.
4. The rights set forth in this paragraph shall remain in effect for the Supplier even after the expiration or termination of the Agreement.
5. If the Customer is more than 5 days late in picking up the Supplier's branded products, the Supplier has the right to freely resell the products not picked up by the Customer to another business partner. The Supplier shall not be liable for any Order that remains unfulfilled for this reason, as it was not fulfilled due to the Customer's fault.

§ 8

[PRICE AND PAYMENT TERMS]

1. The price indicated in the Form, expressed in PLN, EUR, or GBP, includes the costs of raw materials, packaging, and delivery, if, in accordance with the Incoterms 2020 rules selected in the Form, this is the Supplier's responsibility, unless expressly agreed otherwise.
 2. All prices given by the Supplier are net prices, to which value-added tax will be added in accordance with Applicable Laws.
 3. The price shall be payable in PLN, EUR, or GBP on a prepayment basis, unless the Supplier is granted a credit limit for the Customer. If a credit limit is granted, the payment term is 21 days from the date of Delivery, unless the Parties have expressly agreed otherwise in the Agreement. The credit limit is variable, determined in accordance with the amount granted by the Supplier's partner in the field of receivables insurance.
 4. Payment shall be deemed made when the funds are credited to the Supplier's bank account.
 5. In case of Customer having registered office in Poland: The Supplier shall issue invoices through the National e-Invoicing System (KSeF), and the Customer, as the invoice recipient, shall be obliged to collect invoices in KSeF. In case of Customer having registered office in other country: The Supplier shall deliver invoices in electronic form, via the email addresses provided in the Form or on other documents, unless expressly agreed otherwise. Especially Parties may agree on sending invoices in writing form or by EDI, on the basis of separate agreement.
 6. If it becomes necessary to change the Product prices agreed upon by the Parties due to market conditions, the Supplier shall notify the Customer in writing at least 30 days in advance. Unless the Customer objects in writing to the price change within 14 days of being notified of the new prices, the new prices shall be deemed agreed upon and binding between the Parties. The foregoing applies only to price increases of more than 5% of the most recently applicable price or to price increases of 5% or less - the second or subsequent time in a calendar year. Price changes of 5% or less, no more than once per calendar year, may be implemented automatically without the Customer's consent. If the Customer objects to the new prices, the Agreement shall be immediately terminated in the part concerning the Products
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subject to the rejected change. For the avoidance of doubt, the Supplier may withdraw from any Order accepted for fulfillment if the price adjustment has been rejected by the Customer in the manner set forth in this paragraph.

7. No claims or receivables of the Customer, whether due or not yet due, may be set off against the Supplier's claims without the Supplier's prior written consent.
8. The Customer is required to ensure that a legible signature and stamp are affixed in the space designated for the physical recipient of the Products on the CMR document issued by the Supplier, and to provide, upon the Supplier's request, a statement confirming that the Customer has received the Products shipped by the Supplier within the European Union, excluding Poland (if applicable). The Customer is required to deliver the above documents to the Supplier by the 10th day of the month following the month in which the delivery was made.
9. In the event of a breach of the obligations set forth in paragraph 8 above, the Supplier shall be entitled to add value-added tax at the rate applicable to domestic deliveries and to issue a corresponding corrective invoice.

§ 9

[FORCE MAJEURE]

1. In the event of force majeure, defined as circumstances or events beyond the control of a Party that the Party could not have foreseen, and in particular power outages caused by the utility company during the production process, as well as floods, hurricanes, earthquakes, or acts of sabotage, roadblocks, strikes, riots, restrictions affecting the Supplier's supply chain due to the occurrence of animal diseases subject to mandatory official control measures and the introduction of official orders and prohibitions in this regard, etc., neither Party shall be held liable for non-performance or improper performance of the Agreement during such period.
2. The Party affected by force majeure undertakes to immediately notify the other Party of this fact.
3. If force majeure affects either Party continuously for longer than 3 months, either Party may terminate the Agreement without notice until the force majeure ceases.
4. Parties shall, in good faith, use their best efforts to minimize the impact of force majeure events on the performance of their contractual obligations, and

confirm that they will keep each other informed of the potential impact of such events on their contractual obligations. Notwithstanding any contrary provisions of the Agreement, the Parties acknowledge that changes to the agreed deadlines for the performance of obligations may be necessary due to the impact of force majeure. In such a case, the Party affected by the aforementioned situation shall not be liable for the consequences of non-performance or improper performance of the Agreement, in particular for delays in the performance of a given obligation, and the applicable deadlines shall be extended accordingly.

§ 10

[TERM OF THE AGREEMENT]

1. These GTC shall apply to all Orders placed by the Customer with the Supplier.
2. If the Agreement has been concluded for an indefinite term (ongoing cooperation), either Party may terminate the Agreement by giving 1 months' notice effective at the end of a calendar month, in writing under pain of nullity.
3. If the Agreement has been concluded for a fixed term, its extension requires an express statement by both Parties.
4. Orders previously placed by the Customer and confirmed by the Supplier shall be performed and settled regardless of any subsequent termination or expiry of the Agreement.
5. The Supplier shall have the right to terminate the Agreement, as well as individual Orders, without notice in the following situations (regardless of whether the Agreement has been concluded for a fixed or indefinite term):
 - a) if the Customer loses the rights to the Trademark or the Specification, or it turns out that the Customer did not hold such rights or exceeded them (*in the case of the Customer's private-label Products*);
 - b) if the Customer delays any payment due to the Supplier for more than 14 days,
 - c) if the Customer breaches the confidentiality rules regarding information received from the Supplier in connection with performance of the Agreement.
6. The Customer shall have the right to terminate any Agreement without notice in the following situations (regardless of whether the Agreement has been concluded for a fixed or indefinite term):

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- a) if the Supplier uses the Trademark or the Specification in a manner contrary to this Agreement;
 - b) if the Supplier breaches the confidentiality rules regarding information received from the Customer for the purposes of performing the Agreement.
7. In the event of termination or expiry of the Agreement, the Customer undertakes to immediately pay for and collect from the Supplier, at its own cost and risk, all manufactured Products, as well as reimburse the costs of and collect all unused raw materials and packaging during the term of the Agreement, irrespective of the agreed Incoterms 2020 rules. If the Products, raw materials or packaging are not collected for more than 14 days from the date of expiry or termination of the Agreement, the Supplier shall be entitled to dispose of them at the Customer's cost and risk. *[applies to cooperation regarding the Customer's private label]*

§ 11

[COMPLAINTS, LIABILITY, INDEMNIFICATION]

1. Any complaints received regarding the Products, whether related to quality or quantity, will be handled in accordance with the Supplier's policies and procedures.
 2. Any damages and shortages of Products must be documented by preparing a complaint report, a template of which is provided in Appendix 1. Complaints may also be submitted via email to the contact persons for customer service or quality control, provided that the email contains all the information specified in the complaint report.
 3. Quantity complaints regarding the conformity of the quantity of Products with the Order must be reported by the Customer to the Supplier immediately in writing or via email, no later than on the day of delivery of the Products to the Customer.
 4. The Customer shall report quality complaints—regarding visible damage or if the received Product was damaged during storage at the Supplier's premises or during transport—on the day of Delivery, and in the case of a hidden defect, no later than within 2 business days upon its detection. The Supplier is liable only for defects in the Product detected by the Customer before the expiration of the shelf life or the best-by date of the Product.
 5. In all other cases, the right to file a complaint is excluded.
 6. The Supplier will review complaints submitted by the Customer within 5 Business Days of receiving the complaint, except in cases where the waiting time for microbiological or physicochemical test results is extended; The Customer will be notified of the admission of the complaint for review and the commencement of the analysis process. Failure by the Customer to receive a response to the complaint within the aforementioned period, subject to the possibility of its extension, shall be deemed equivalent to the Supplier's acceptance of the complaint.
 7. The Customer is obligated to immediately notify the Supplier of any quality defects in the Products, including the need to recall the Products and other cases of immediate danger. The notification should be sent to the contact person with whom the Customer places orders, and outside of office hours, it should be reported to the emergency number provided.
 8. The Supplier shall ensure availability, even outside of its facility's business hours, so that in emergencies and situations of immediate danger, information regarding the Products can be obtained.
 9. The Supplier shall provide emergency contact information in the Form, and if the Agreement was not concluded using the Form—via email or telephone, depending on the Parties' chosen method of communication. The Supplier has the right to change the above information and contact numbers upon prior notification to the Customer via email.
 10. Notwithstanding any other provisions of the Agreement, the Supplier shall not be liable for any losses, whether direct or indirect, or any expenses incurred by the Customer if defects in the Product arose through no fault of the Supplier. In particular, the Supplier shall not be liable for any damage or loss to the Products resulting from any, even unintentional, breaches of the Specifications committed by the Customer (e.g., in the form of storing the Products in a manner inconsistent with the Specifications). The Supplier shall not be liable for any lost profits of the Customer.
 11. The Supplier shall not be liable to the Customer or any third party for any defects in the Products or Packaging, or for the consequences of their use, including the edibility of the Products and the effects
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of consumption, after the expiration of the best-by date or the minimum shelf life of the Product.

12. No part of the Agreement shall be construed between the Parties as the Supplier assuming any liability on behalf of the Customer, as a seller, toward third parties.
13. In the event that, as a result of the fulfillment of the Customer's Order, the performance of the Agreement, or the Customer's marketing of the Products, the Supplier is held liable by a third party, and its liability remains excluded, in particular in connection with the circumstances specified in §11(5) above, the Customer shall indemnify the Supplier against such liability, assuming upon itself the claims and obligations related to any proceedings, and shall join such proceedings at the Supplier's request. In the event that, as a further consequence, the Supplier is obligated, pursuant to a final court judgment, a decision by an authority, or a settlement, to pay damages or to make any payments to entitled third parties or authorities, the Customer undertakes to pay the Supplier the equivalent of such amounts, as well as reasonable legal counsel fees and litigation costs, as damages. The Supplier is obligated to immediately notify the Customer of any claim or lawsuit filed by a third party against the Supplier in connection with the performance of the Agreement, and to ensure the Customer's active participation in the proceedings or ongoing negotiations.
14. The Supplier is not obligated to the Customer to respond to or examine complaints from third parties, to collect information from them, or to resolve any matters concerning the quality of the Products. If a third party submits a complaint to the Supplier, the Supplier is entitled to designate the Customer as the responsible party.
15. In the event that, as a result of fulfilling the Customer's Order or as a result of the Customer's marketing of the Products, the Supplier is held liable by a third party or penalized by a public authority in connection with a trademark infringement, an infringement of intellectual property rights regarding the use of the Specification, a violation of consumer law, a violation of food law or other Applicable Regulations, the Customer shall indemnify the Supplier against such liability, assuming upon itself the claims and obligations related to any proceedings, and shall join such proceedings at the Supplier's request. In the event that, as a further

consequence, the Supplier is obligated, pursuant to a final court judgment, a decision by an authority, or a settlement, to pay damages, a penalty, or to make any payments to entitled third parties or authorities, the Customer undertakes to pay the Supplier, no later than 14 days from the Supplier's request in this matter, the equivalent of such amounts as compensation, together with the costs of the proceedings, including legal counsel and litigation costs (*applies to private label cooperation*).

§ 12

[INTELLECTUAL PROPERTY]

1. Each Party retains in full all intellectual property rights to which it is entitled, in particular all patent rights, utility model rights, trademark rights, copyrights, and rights to its know-how, unless the Parties have agreed otherwise in a separate Agreement. In particular, the entire content of the Specifications, graphic designs of the Packaging, and the Trademark provided to the Supplier for the purposes of performing the Agreement constitute the intellectual property of the Customer, and the designations and formulas of the Supplier's branded products remain the exclusive property of the Supplier.
 2. Neither Party grants the other Party the right to use the intellectual property rights to which it is entitled without its express prior consent, provided in writing under penalty of nullity, including consent expressly granted in the Agreement. However, for the avoidance of doubt, the Customer grants the Supplier a non-exclusive license and authorization to use all information and data contained in the Specification, the Trademark, and the graphic designs and labels of the Packaging, for the duration of the Agreement and solely for the purpose of fulfilling the obligations arising therefrom. The Trademark and the data contained in the Specification may be used, printed, copied, and presented on any data storage media in the following fields of exploitation:
 - 1) with respect to recording and reproduction – producing copies by a specific technique, including printing, reprographic, magnetic recording and digital techniques;
 - 2) with respect to the distribution of the work in a way other than that specified in point 1) – reproduction, use in internal materials, label prints,
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- solely for the purpose of manufacturing and the Packaging of the Products. This license and authorization are reflected in the price and do not constitute grounds for any additional or separate remuneration.

§ 13

[CONFIDENTIALITY]

1. The Parties undertake to keep confidential, both during the term of the Agreement and after its termination or expiration, all data and information concerning the other Party, its associates and clients, which they obtained in connection with performance of this Agreement, unless such information has become public, was lawfully obtained from another source, disclosure is required by a competent public authority, or such information has otherwise lost its confidential character.

§ 14

[PERSONAL DATA PROTECTION]

1. Personal data of individuals acting on behalf of the Customer will be processed by the Supplier in accordance with applicable law, in particular in accordance with Regulation (EU) 2016/679 of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ EU L 119 of 2016, pp. 1–88). Detailed information regarding the processing of personal data has been set out in Appendix. 2. The Customer undertakes to provide the information contained in Appendix 2 to all persons involved on its behalf in performance of the Agreement.

§15

[ADDITIONAL PROVISIONS]

1. The Supplier declares that it has the status of a large enterprise within the meaning of the Act of March 8, 2013, on counteracting excessive delays in commercial transactions (Journal of Laws 2019, item 118, as amended) and within the meaning of Annex I to Commission Regulation (EU) No. 651/2014 of June 17, 2014, declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ EU L 187 of June 26, 2014, p. 1, as amended).
2. The Customer is required to submit a statement regarding their status as an entrepreneur within the meaning of the aforementioned legal acts prior to placing the first Order.

§ 16

[COMPLIANCE]

1. The Customer guarantees compliance with all applicable legal provisions and standards within the scope of its responsibility, particularly with respect to involved third parties. This applies to anti-corruption, antitrust, and personal data protection laws. The Customer undertakes to familiarize its employees with the relevant provisions and to train them to the extent necessary to comply with the compliance rules set forth in this paragraph.
 2. The Customer hereby declares that neither Customer nor its subsidiaries, parent companies, or entities with which it has capital or personnel ties, nor its beneficial owners, members of governing bodies, members of management, or employees:
 - a. are persons or entities directly subject to restrictive measures, trade embargoes, or sanctions under the laws of the Republic of Poland (in particular: the Act of April 13, 2022, on special measures to counteract support for aggression against Ukraine and to protect national security), the European Union (in particular: Council Regulation (EC) No. 765/2006 of May 18, 2006, concerning restrictive measures in view of the situation in Belarus and Belarus's involvement in Russia's aggression against Ukraine, Council Regulation (EU) No. 269/2014 of March 17, 2014, concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty, and independence of Ukraine), the United Kingdom of Great Britain and Northern Ireland, the United States, or imposed by the United Nations Security Council, or by any other states or international organizations whose provisions apply to the Parties or to the implementation of the Agreement (hereinafter "Sanctions Regulations");
 - b. are not directly or indirectly controlled by entities subject to restrictions under the Sanctions Regulations, nor do they engage in trade with such entities, act on their behalf, or for their benefit;
 3. The Customer declares that no product, raw material, or service subject to Sanctions Regulations will be used for the performance of the Agreement.
 4. The Customer declares that it complies with all applicable Sanctions Regulations and will not use payments received in connection with the Agreement for the benefit of any entity subject to restrictions under the Sanctions Regulations, nor will
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- it directly or indirectly sell, supply, export, re-export, or transfer any goods, services, or technologies to embargoed countries or sanctioned entities, unless expressly permitted by applicable laws.
5. In the event that any of the above representations becomes untrue, the Customer shall immediately notify the Supplier of this fact and of the remedial measures taken.
 6. The Supplier reserves the right to terminate the Agreement immediately for cause on the part of the Customer if it becomes aware of a violation of the Sanctions Regulations by Customer.
 7. The Customer shall refrain from accepting and giving gratifications and gifts to employees, governing bodies and persons supporting the Supplier, as well as persons closely related to them.
 8. Breach of the provisions of §14 point 1 and point 1 and 7 above entitles the Supplier to set a deadline for remedying the breach and, upon its ineffective expiry, to terminate the Agreement with immediate effect. Setting a deadline is not necessary in the event of a gross violation of anti-corruption, antitrust, or personal data protection laws. The Supplier is not obligated to compensate for damages resulting from the withdrawal from or termination of the Agreement.
 9. In the event of a suspected violation of the provisions of the preceding paragraph, the Customer shall, at the Supplier's request, provide the necessary information and explanations and allow an inspection at the Customer's place of business. The Supplier may commission a third party bound by confidentiality to conduct the inspection. Legal protection is provided by the provisions regarding the protection of personal data and the Supplier's trade secrets. Inspection rights arising from other provisions remain unaffected.
 10. The Customer shall cooperate with the Supplier in assessing the risk of fraud and tax evasion in the Product supply chain, in particular by providing all information and documents necessary for the Supplier to exercise due diligence in accordance with the guidelines of tax authorities and the case law of European and Polish courts.
- accordance with the general principles set forth in the Civil Code.
2. The Customer is not entitled to transfer its rights or obligations under the Agreement to a third party without the written consent of the Supplier.
 3. In matters not covered by the Agreement, the relevant provisions of Polish law shall apply. At the same time, the Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on April 11, 1980.
 4. If any provision of the Agreement or the General Terms and Conditions is deemed invalid by a competent authority, the remaining provisions shall remain in force, and the Parties undertake to jointly draft a new version of the contested provision in such a way that it corresponds as closely as possible to the original intentions of the Parties.
 5. Any disputes arising in connection with this Agreement shall be settled by the common court having jurisdiction over the Supplier's registered office.
 6. Any amendments to the Agreement must be made in writing under penalty of nullity, unless the provisions of the Agreement provide otherwise with respect to the amendment of a specific provision.
 7. In the event of any conflict between the provisions contained in these GTC and those in the Agreement concluded between the parties, the provisions of the Agreement shall prevail.
 8. A change in the persons authorized to represent the Parties in the performance of the Agreement and their contact details does not constitute an amendment to the Agreement; to effect such a change, it is sufficient to notify the other Party electronically of the new person or the change in details.
 9. The Supplier reserves the right to amend these GTC during the course of the cooperation. The currently effective version of the GTC is available on the website at <https://superdrob.pl/en/general-terms-and-conditions/>.

Appendices to the GTC

1. Template of complaint form
2. RODO Information Clause

§ 17

[FINAL PROVISIONS]

1. The Supplier is entitled to claim damages in excess of the contractual penalties specified in the General Terms and Conditions and the Agreement, in
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Information about the claimed product (to be filled out by the Customer)

Date:

Full name of Product:	
WZ/FV Number:	
Claim reference number:	
Customer (Company name):	
Expiry date/ best before date /batch:	
SUPERDROB BRANCH:	
Decision (see justification below):	

2. Information about the incident (to be filled out by the Customer):

Event type:	
Event description:	

Was the photo attached?	
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If the issue involves a foreign object, an incorrect temperature, or damaged packaging, please include a photo along with details (e.g., using a ruler, or a temperature reading taken with a probe):

Was the product delivered?	YES/NO
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3. Analysis & Actions

Evaluation of an archival sample from the claimed batch (including a photo):	
N/D	
Details of the analysis conducted:	
1) An identification process was conducted for the product line in question, manufactured date: 2) An analysis was performed of the production process ... from the procurement of raw materials to the packaging of the finished product. 3) The production process documentation was reviewed. 4) The report was discussed with the Production Masters and Leaders.	
Reason for non-conformity:	
Corrective actions (including implementation deadlines)	
Actions	Date
N/D	
Corrective and preventive actions (including implementation deadlines)	
Actions	Date
N/D	

Key Account Manager (SuperDrob S.A.):



Information clause for contractors/customers/representatives of the other party, including contact persons

In accordance with Article 14 and Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the GDPR) in connection with the collection of personal data, we hereby inform you that:

1. The Controller of your personal data is SuperDrob S.A. with its registered office in Karczew, at: ul. Armii Krajowej 80, 05-480 Karczew, KRS: 0000053972 (hereinafter referred to as the "Controller"). You can contact the Controller at the above address or by phone at : +48 782 049 322.
 2. The Controller has appointed a Data Protection Officer Krzysztofa Radtke, who can be contacted electronically: e-mail: iod@lipcofoods.com
 3. We process your personal data:
 - for the purpose of concluding and performing a contract, pursuant to Article 6(1)(b) of the GDPR;
 - for the purpose of efficient and proper performance of the contract and maintaining ongoing working relations
 - on the basis of Article 6(1)(f) of the GDPR, i.e. the legitimate interest of the Controller. In each of the above cases, we process your data for the purpose of:
 1. fulfilling legal obligations imposed on us by generally applicable laws – pursuant to Article 6(1)(c) of the GDPR in connection with relevant legal provisions, e.g., the provisions of the Goods and Services Tax Act,
 2. determination, investigation, or defense against claims – pursuant to Article 6(1)(f) of the GDPR, i.e., the legitimate interest of the Controller, which is to protect the legal interests of the Controller
 4. We store your personal data for the period of limitation of claims related to the contract concluded by us with the customer/contractor or for the period required by law.
 5. In a situation where the personal data obtained does not come directly from you and if you represent our client/contractor, we may obtain your data directly from them and from public registers (KRS) – in the scope of: name and surname, position and place of work, PESEL number. If our client/contractor has designated you as the appropriate contact person for a contract concluded with us, we may obtain your data directly from them – including your first and last name, position and place of work, telephone number, and email address.
 6. Other entities may be recipients of your personal data from LipCo Foods Group. In addition, recipients will include entities that provide us with services requiring data processing, e.g., IT, accounting, and legal services. We may entrust your data for processing to entities with whom we cooperate, e.g., hosting providers and office software providers. We may also disclose your data to authorized public authorities.
 7. Your data will not be subject to automated decision-making and will not be profiled.
 8. The Controller will not transfer your personal data outside the EEA, except where necessary in the situations indicated below:
 - a. in view of the need for the Controller to cooperate with companies based outside the EEA, the transfer of data in this regard will be based on the so-called standard data protection clauses adopted by the European Commission (Article 45(1) of the GDPR),
 - b. in a situation where it results from the performance of contractual obligations (e.g. conducting international projects) – your data will be transferred to countries that have been recognized by the European Commission as ensuring an adequate level of data protection on their territory or on the basis of the so-called standard data protection clauses adopted by the European Commission (Article 45(1) of the GDPR), and in other cases on the basis of Article 49(1)(b) of the GDPR, i.e. your consent.
 9. You have the right to access your data. You can also request that your data be corrected, deleted, restricted, or transferred. You also have the right to object to our processing of your personal data on the basis of our legitimate interest. You may also lodge a complaint with the President of the Personal Data Protection Office if you believe that we are processing your personal data unlawfully.
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