

## General Terms and Conditions of Deliveries of OVOPOL Sp. z o. o. (OVOPOL's GTC)

### General provisions. Definitions.

1. The subject of OVOPOL's GTC is to establish the terms of cooperation between the Supplier and the Contractor. The provisions of the OVOPOL GTC shall apply in any case unless a written Agreement provides otherwise. OVOPOL's GTC constitute an integral part of the Agreement. The OVOPOL GTC are available on the Supplier's website at [www.ovopol.pl](http://www.ovopol.pl). The application of contradictory or different terms of sale of the Contractor is excluded.

2. **Supplier** - Ovopol Sp. z o.o. based in Nowa Sól.

3. **Products** - products included in the Supplier's commercial offer.

4. **Contractor** - a legal person or a natural person conducting a business activity, undertaking cooperation with the Supplier.

5. **Agreement** - an agreement concluded between the Supplier and the Contractor for the delivery of Products on the Supplier's offer. The conclusion or commencement of the performance of the Agreement is a confirmation of the acceptance of the OVOPOL's GTC. The agreement is also concluded by successfully placing an order.

6. **Guaranteed Purchase Quantity** - the quantity of Products guaranteed in the Agreement that the Contractor undertakes to buy and collect from the Supplier in the quantities and dates specified in the Agreement, and for which the Contractor undertakes to pay the price specified in the Agreement.

### Orders.

1. The goods are delivered based on orders placed by phone or e-mail by the person indicated by the Contractor in the Agreement, to the telephone number or e-mail address of the Supplier indicated in the Agreement. The order can be placed on a working day from 7:00 am to 3:00 pm; working days shall be days from Monday to Friday except for statutory holidays applicable in Poland. If the order was placed on a business day after 3:00 p.m. or on a public holiday or on a Saturday, the order is considered as placed on the next business day. Unless the Agreement provides otherwise, a one-time order of a Product from the Supplier's offer may not be smaller than the Supplier's

smallest collective packaging. In the case of a Product not included in the Supplier's standard offer, the minimum order will be specified in the Agreement each time. The Contractor may order a pallet containing various Products.

2. Within 5 working days of receiving the order (by e-mail or by phone) the Supplier will confirm the acceptance of the order by e-mail and specify its value and possible completion date or will inform of the impossibility of realization. Failure to confirm the order within the above-mentioned period will require the Contractor to place the order again.

3. The order fulfilment date will be specified in the Agreement. The performance of the order is understood as placing the Products at the disposal of the Contractor at the place of the order fulfilment.

### Packaging.

1. All product declarations and the date of consumption are available on each unit package in Polish (printed or glued in the form of a label on the package). If the Contractor's labels are required, their content will be prepared together with the Contractor. In such a case, the Contractor is solely responsible for the content of the labels and the label templates.

2. If the goods are delivered to the Contractor on EPAL, H1 pallets, the Supplier will issue a VAT invoice, charging the Contractor with the costs of the pallets.

### Delivery. Logistics.

1. The place of order fulfilment is specified in the Agreement. Otherwise, the order is completed in the Ovopol Sp. z o. o. company (EXW INCOTERMS 2010).

2. The Contractor, by his own efforts, at his own expense and risk, will unload the goods at the place of order fulfilment other than the Supplier's warehouse.

3. The Contractor declares that the person who accepts the goods on his behalf is authorized to do so, and the authorization also includes the right to examine the packaging and goods in terms of quality and quantity. The signing by the Buyer or a person acting on his behalf of the take-over document, bill of lading or other document of the same type is tantamount to confirming the compliance of the goods in terms of the ordered quantity and quality.

4. Transport of Products and export formalities is organized and paid for by the Contractor. The Supplier undertakes to provide support to the Contractor in this process, if necessary. The Contractor shall bear the risk

of damage or loss of Products during transport. In case of ordering the transport through the Supplier, the Contractor undertakes to cover all related costs incurred by the Supplier.

5. If the Contractor fails to collect the ordered Products from the Supplier's warehouse within 14 days from the date of placing the Products at his disposal, the Supplier shall be entitled to charge the Contractor with the costs of storing the Products in the amount of 0.1% of the value of the stored Products for each day, and after 30 days, within the next 14 days, also to withdraw from the Agreement in the part related to the given order and without the need of an additional call directed to the Contractor to collect the Products.

6. If the Contractor fails to collect the delivered Products made available to him at the place of order fulfilment other than the Supplier's warehouse within the agreed time, the Supplier shall be entitled to charge the Contractor with the costs of transport and storage of Products in the amount of 0.1% of the value of the stored Products for each day and after 30 days within the next 14 days, also to withdraw from the Agreement in the part related to the given order and without the need of an additional call directed to the Contractor to collect the Products. In such a case, the delivery is deemed to have been made on time. The costs of the next delivery are borne by the Contractor without the right to question the amount of its costs.

#### **Quality.**

1. The Supplier is responsible for the quality of the Products sold.

2. The quality, safety features, markings, labels, excise stamps and packaging of the delivered goods will comply with the applicable standards, provisions of Polish and European Union law and other individual provisions of the Agreement (including specifications).

#### **Complaints.**

1. The Contractor is obliged to control the quality of the delivered goods and comply with the Supplier's recommendations regarding the conditions of transport and storage of the Products.

2. The guarantee covers egg products that have not expired before their use-by date and within that date. The use-by date can be found on the product label and on the HDI document.

3. Guarantee rights may be exercised limited to the place of delivery or at the Supplier's premises.

4. The Contractor is obliged to carry out the quantitative control at the time of delivery and the quality control no later than within 14 days from the date of delivery, under pain of losing the rights resulting from the guarantee. Quantitative and qualitative deficiencies will be considered by the Supplier based on a complaint report made in writing and submitted to the Supplier on the day of the Products inspection. In the event of damage to the packaging caused during transport, the Contractor is obliged to fill in the complaint form of the transport company and send a copy to the Supplier.

When submitting a quantitative or qualitative complaint, the Contractor is obliged to provide the following data in relation to the advertised product:

- Product code
- Lot number
- Package number
- Quantity
- Reason for complaint
- Order number Ovopol Sp. z o. o. (visible on the take-over document)
- Optionally available test results, photos, samples etc.

Failure to provide the above-mentioned data will result in the rejection of the complaint. Any subsequent reservations as to quantity and quality shortages of the goods will not be accepted.

5. The Supplier should consider the complaint within 21 working days from the date of its receipt and send its decision to the Contractor within this period. The Supplier, if accepts the complaint, shall at his choice replace the goods with goods free from defects or correct the invoice in this regard.

6. The Supplier's liability under the guarantee is excluded in each of the above listed situations: if the use of the goods was not carried out in accordance with Ovopol's recommendations; in relation to Products that have undergone any modification at the initiative of the Contractor or third parties; in the event of improper application/use/ storage of the Products; in the event of external factors influencing the Products beyond the Supplier's control.

7. The Supplier will not accept complaints for quality parameters not covered by its quality specification for the finished product if the Contractor has not

submitted additional requirements for egg products in writing prior to sale and these requirements have not been accepted by the Supplier.

8. The Supplier may withdraw from the contract at any time up to 30 days after the date set for the performance of the order, in each case if (i) the Contractor has not complied and does not comply with any of the conditions stipulated in the order/contract; (ii) force majeure circumstances occur; (iii) the Contractor is threatened with liquidation, bankruptcy, insolvency or composition proceedings have been initiated against him or security has been established on his assets.

#### **Price-list.**

The prices of the Products are stated in the Agreement or on the price list available from the Supplier. In the event of a significant increase in price lists (such as in particular an increase in the costs of energy, gas, other utilities, raw material) the Supplier reserves the right to change the prices specified in the Agreement and undertakes to notify the Contractor in writing or by e-mail. The price change introduced in accordance with this provision does not require the Contractor's written approval.

#### **Terms of payment.**

1. Unless otherwise stated in the Agreement, the amounts due shall be payable within 30 days from the date of issuing the invoice. The date of payment is the date of crediting the Supplier's bank account.
2. In the event of a delay in payments, the Supplier is entitled at its option to (i) suspend deliveries of Products until the Contractor pays all overdue receivables, without incurring any liability for non-performance of obligations under the Agreement; or (ii) termination of the contract with immediate effect.
3. The Supplier reserves the right of ownership of the Products until the Contractor has paid the full price. The above reservation does not limit the pursuit of other claims by the Supplier apart from the request for release.
4. In the event of late payment, the Supplier reserves the right to charge statutory interest for late payment in commercial transactions.
5. The right to set off the receivables under this contract with any other receivables is excluded.

6. The Contractor may not, without the written consent of the Supplier, transfer the liabilities under the Agreement to third parties.

#### **Confidential information.**

1. "Confidential Information" means the Agreement (including its amendments), all information regarding the Supplier and the Contractor, in particular: technical, technological, commercial, marketing, organizational and financial information as well as any other news, information and data disclosed, used or obtained in connection with the cooperation and relating to the business activities carried out by the Supplier and the Contractor, which as a whole or in a specific combination and set of their elements are not commonly known to people who usually deal with this type of information or are not easily accessible to such people.

2. During the term of the Agreement and after its expiry, neither of the Parties may disclose any Confidential Information to any person other than its professional advisers or to such employees or associates for whom such information is necessary for the performance of their duties and for the purposes of performance of the Agreement and who have been informed by the Party of the confidential nature of the Confidential Information. Both Parties ensure that each of those authorized persons to whom Confidential Information is disclosed will be aware of and comply with these provisions, as if it had itself entered the obligations contained herein. The Parties will protect Confidential Information received from the other Party with the utmost care.

#### **Force majeure.**

The parties to the Agreement are not responsible for the consequences of force majeure, in particular floods, fire, earthquakes, other natural disasters, war and military actions, acts issued by governments, parliaments or presidents of states, epidemics, as well as other events for which the parties have no influence, but which hinder the full or partial fulfilment of the obligations set out in the Agreement and which cannot be avoided even in the case of maximum diligence of the parties. The party for which such circumstances caused the inconvenience is obliged to immediately notify the other party in writing about the emergence and cessation of the above circumstances.



#### **Duration and termination of the Agreement.**

1. If the Agreement does not specify its duration, it shall be deemed concluded for an indefinite period.
2. The Supplier may terminate the contract with one month's notice.
3. In the event of breach of essential provisions of the Agreement by one of the Parties, the other Party may terminate the Agreement without notice, upon void prior written notice to cease the violations setting an additional deadline.

#### **Final Provisions.**

1. The Supplier's liability is limited to the actual loss of the Contractor (liability for indirect damages and lost profits is excluded) and may not exceed the net value of the unperformed or improperly performed order.
2. The Parties undertake to endeavour to resolve any disputes arising from cooperation primarily by way of agreement. The parties agree that the court having jurisdiction to settle disputes will be the factually competent common court in Poznań and the applicable law will be Polish law.
3. In the event of legal ineffectiveness of some provisions of these OVOPOL's GTC because of introducing different legal regulations, the remaining provisions shall not lose their validity.
4. In the event of a conflict of the provisions of the OVOPOL's GTC with the provisions of the Agreement, the provisions of the Agreement shall prevail, however this does not exclude the application of the remaining provisions of the OVOPOL's GTCs.
5. Any amendment to the Agreement or the OVOPOL's GTC except for the exceptions provided above must be made in writing under pain of nullity.
6. Each Party is obliged to immediately inform the other Party about the change of the address for delivery and in the event of failure to comply with this obligation, correspondence sent by registered mail to the last address provided results in delivery upon the expiry of the deadline for collection (second notification). The Supplier's statements towards the Contractor may also be submitted by e-mail to the contact address provided by the Contractor for the execution of a specific order.

#### **Ethics.**

1. The Supplier is convinced of the necessity to comply with the applicable regulations and legal provisions in the course of his business and performance in accordance with the good ethical standards. In connection with the above, the Supplier requires from itself and its Contractors:
  - a. care for the highest standards of work,
  - b. lack of tolerance for corruption,
  - c. operating in accordance with the principles of fair competition,
  - d. care for relations with employees,
  - e. following the partnership in business,
  - f. respect for the natural environment,
  - g. involvement in pro bono activities.
2. The Contractor guarantees compliance with good ethical standards, in particular those mentioned in sec. 1 above.