



# GENERAL TERMS AND CONDITIONS OF ORDERS

## CONCERNING THE SUPPLY OF GOODS FOR PRODUCTION

### FOR THE COMPANY UNDER THE BUSINESS NAME OF GOOD FOOD PRODUCTS S.A.

### WITH ITS REGISTERED OFFICE IN TARNOWO PODGÓRNE

#### I. General provisions

1. These General Terms and Conditions of Orders ('GTCO') govern the conditions of cooperation between the Supplier and the company under the business name of: Good Food Products S.A. ('GFP'), ul. Szumin 15, 62-080 Tarnowo Podgórne, entered into the National Court Register – Register of Entrepreneurs by the District Court Poznań-Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under KRS no. 0001066121, tax id. no. (NIP) 5272642465, business id. no. (REGON) 142709062, waste database (BDO) no. 000056349, in the scope of supplying GFP with the Goods for production by GFP of the Products, and any accompanying services provided by the Supplier to GFP in connection with the supply of the Goods.

2. These GTCO constitute an integral part of the Agreement for the delivery and sale of the Goods by the Supplier to GFP and any accompanying services referred to in section 1 above, and are binding on both parties to the Agreement, unless the Parties expressly agree otherwise in written or document form under pain of nullity.

3. In the case of any discrepancies between the content of the Agreement and these GTCO, the provisions of the Agreement prevail.

4. GFP declares that it does not express its will to be bound by any standard agreement used by the Supplier, regardless of the form of its preparation and/or making available, except as otherwise specifically agreed in written or document form under pain of nullity.

5. All capitalised terms used in the GTCO will have the following meanings:

- a) **Supplier** – a natural person, legal person or organisational unit referred to in Article 33(1) of the Polish Civil Code, making deliveries of the Goods to GFP within their business or professional activities;
- b) **Goods** – movable goods included in the Supplier's commercial offer, being the object of the delivery and sale to GFP, and any services accompanying the delivery that are provided to GFP by the Supplier in connection with the supply of Goods; the Goods are also understood as materials and raw materials.
- c) **Products** – movable goods manufactured by GFP with the use of the Goods;
- d) **Agreement** – an agreement made between GFP and the Supplier as a result of the acceptance and implementation by the Supplier of an order for the Goods submitted by GFP;
- e) **Working Day** – day of the week from Monday to Friday, except for public holidays in the Republic of Poland;



f) **Civil Code** – the Polish Act of 23 April 1964 – Civil Code (consolidated text: Journal of Laws of 2020, item 1740, as amended).

6. The execution of the Agreement means that the Supplier has become acquainted with these GTCO and gives consent to their inclusion in the Agreement as its integral part. The GTCO are binding upon the Supplier upon their delivery or the possibility to become acquainted with the GTCO, whichever is earlier.

7. These GTCO are available on the GFP website at the following address: <https://www.goodfood.pl/> and for inspection at the GFP registered office.

8. These GTCO will apply to all orders and Agreements made between the Parties from the date of delivering the GTCO to the Supplier or enabling the Supplier to become acquainted with the GTCO, whichever is earlier. The execution of the order means that the Supplier has read these GTCO and fully accepts them. The Supplier is obliged to sign the GTCO and send them to GFP; failure to send the GTCO version signed by the Supplier does not exclude the applicability of the GTCO.

9. The headings of these GTCO are for editorial purposes only and do not affect in any manner the interpretation of the GTCO provisions, in particular with regard to the rights and/or obligations of the Parties.

## **II. Orders and execution of the Agreement**

1. An order may be submitted by GFP in written form or by electronic means (e-mail). It is agreed that an order is deemed to be placed when GFP enters it to the means of electronic communication in such a way that the Supplier can read its content.

2. The Supplier is obliged to confirm by e-mail (to the following e-mail address: [zakupy@goodfood.pl](mailto:zakupy@goodfood.pl)) through persons authorised to represent the Supplier the receipt of the order and to accept it for execution within 2 working days from the date of receiving it (counting Working Days). A confirmation made in such circumstances as e.g. with the use of an e-mail address in the Supplier's domain, Supplier's letterhead, Supplier's stamp, etc. is deemed to be made by persons authorised to represent the Supplier.

3. Failure to confirm the order (also to confirm the order receipt or to accept it for execution) within the deadline specified above is tantamount to its acceptance for execution.

4. A confirmation of the order receipt without reservations means the acceptance of the order by the Supplier for execution in accordance with its content. Any reservations, additional conditions or changes specified in the acceptance of the order (including the confirmation of the order receipt or acceptance for execution) by the Supplier are deemed ineffective unless they are explicitly accepted by GFP and confirmed in written or document form, otherwise being null and void.

5. If, in accordance with the content of the order, the Supplier is unable to execute it, the Supplier is obliged to notify GFP about this fact within 2 working days from the date of the order receipt and at the same time to submit to GFP its proposal for the execution of the order conditions within this deadline. If GFP explicitly accepts the conditions of



the order execution changed by the Supplier in accordance with the content of this point and notifies the Supplier about the acceptance, the Parties are bound by the order with the content submitted by GFP, changed by the Supplier, and finally accepted by GFP.

6. In the case of the risk of delays during the order execution (after the confirmation of the order execution by the Supplier in an explicit manner or in the manner specified in section 3 above), the Supplier is obliged to immediately inform GFP in written form or by electronic means (e-mail) about such delays. In such a situation, it is for GFP to decide whether to accept or reject the new deadline for the order execution. GFP has the right to demand that the Supplier redress the damage resulting from delaying the previously confirmed date of the order execution, regardless of whether the Supplier has notified about the occurrence of delays, as well as to demand liquidated damages provided for in these GTCO (and to claim compensation under general principles in excess of the stipulated liquidated damages).

7. If the Supplier fails to confirm the receipt of the order and its acceptance for execution within the deadline specified in section 2, GFP has the right not to accept the Goods delivered by the Supplier.

8. Unless otherwise agreed, the time of the order execution (delivery of Goods) from the order acceptance, counting working days, is 5 working days.

9. For the avoidance of doubt, it is agreed that the acceptance by the Supplier of the order (including the acceptance for execution) submitted by GFP is equivalent to the acceptance of the GTCO.

10. Upon the acceptance of the order for execution, the Agreement is made.

### **III. Conditions of purchase**

1. Detailed conditions of purchase are specified in the order; they are in particular: name of the Goods, quantity, net price, payment date, conditions and date of delivery, information about the specifications and other documents required for delivery as well as other additional requirements.

2. Unless otherwise agreed, the price of the Goods specified in the order includes all costs related to their delivery to the place of delivery indicated by GFP in the order, in particular costs of transport, loading and unloading, packaging necessary for a given type of Goods using the appropriate means of transport, customs duties and transport fees, insurance costs for the transport time and any other charges and costs.

3. If the Supplier submits to GFP the price list and/or price offer for the Goods as well as if the Parties agree the price of the Goods in any other form, the prices indicated by the Supplier are valid according to the Supplier's price list/offer, and in the absence of such information, the period of validity will be 6 months from their submission and/or agreement.

4. The Parties jointly agree that the application of the clause provided for in Article 357(1) of the Civil Code (the clause of extraordinary change in the relationship) is excluded.

5. The Supplier is obliged to deliver the Goods of the highest quality (compliant with the GFP requirements and specifications), except as otherwise specifically agreed in written or document form under pain of nullity.



6. While confirming the order (also while confirming the order receipt or its acceptance for execution), the Supplier declares at the same time that it has become acquainted with all regulations, procedures, requirements, etc. applicable in GFP concerning safety and quality, in particular safety and quality of the Products, safety and quality of the Goods, and does not raise any objections in this respect, as well as it declares that all Goods are the Supplier's property or it has the right to dispose of them in the scope covered by these GTCO or the Agreement, i.e. it is entitled to transfer the ownership title to the Goods to GFP. The Supplier therefore undertakes to deliver the Goods in accordance with the above regulations, procedures, requirements, etc. Apart from the requirements specified in these GTCO in the scope specified in the preceding sentence, additional requirements may be specified by GFP in a separate document, including that made available on the GFP website at the address <https://www.goodfood.pl/> and the Supplier hereby gives consent to their inclusion in the Agreement as its integral part and being bound by their content upon their delivery or the possibility to become acquainted with them, whichever occurs first.

#### **IV. Payments**

1. Unless otherwise agreed in the order or in any other form agreed between the Parties, the deadline for payment for the Goods delivered is 60 days from the date of delivery to GFP of the correctly issued original VAT invoice with the GFP Order number indicated on the invoice, delivery to GFP of the Goods in accordance with the conditions of the order submitted together with full documentation concerning the Goods (after the fulfilment of all these circumstances). The Supplier is obliged to issue only one VAT invoice for one delivery of the Goods. Invoices should be sent only in electronic form to the following address: [faktura@goodfood.pl](mailto:faktura@goodfood.pl). It is permissible to issue a collective invoice for the execution of more than 1 Delivery, if it has been confirmed in document form with GFP.

2. The payment deadline does not start to run if the Goods delivered are incomplete or do not contain the documentation referred to above or if the Supplier fails to deliver to GFP a correctly issued VAT invoice.

3. The payment is made on the basis of a correctly issued and delivered VAT invoice by bank transfer to the Supplier's bank account number indicated in the Agreement made between GDP and the Supplier or/and the order confirmation, or alternatively in a separate understanding made between GFP and the Supplier, and in the absence of such an understanding, to the Supplier's bank account number indicated on the invoice. Payments will be deemed to be made on the date of the submission by GFP of a transfer order (order to debit the GFP account). The change of the bank account number specified in the Agreement or in the order confirmation or understanding must be made by the Parties in written or electronic form.

4. GFP reserves the possibility to deduct its claims against the Supplier with the Supplier's claims against GFP, including claims based on deliveries and sale. The deduction referred to above may be made in relation to any GFP claims, regardless of their maturity, as well as it does not require a separate declaration of will in this respect, to which the Supplier hereby gives its consent (contractual deduction).

#### **V. Delivery**



1. The Goods will be delivered franco registered office of GFP, unless otherwise stipulated in the content of the order. The Supplier is obliged to deliver the Goods to the GFP warehouse indicated in the order.
2. The delivery date means the date of delivery of the Goods to GFP by the Supplier or the carrier indicated by the Supplier to the address indicated in the order.
3. The Supplier is obliged to pack the Goods in such a way as to ensure their safe transport, loading, unloading and storage, in accordance with their characteristics and/or intended purpose as well as to label them in a manner required or expected by GFP and in accordance with all applicable provisions of law and requirements. Apart from the requirements specified in these GTCO in the scope specified in the preceding sentence, additional requirements may be specified by GFP in a separate document, including that made available on the GFP website at the address <https://www.goodfood.pl/> and the Supplier hereby gives consent to their inclusion in the Agreement as its integral part and being bound by their content upon their delivery or the possibility to become acquainted with them, whichever occurs first.
4. The delivery of the Goods will be made by the Supplier on working days in accordance with the date and time specified in the order (if the delivery time is indicated). The delivery date specified in the order is absolutely binding and constitutes a key element of the order execution. At the same time, the Supplier is obliged in each case (absolute requirement) to confirm or agree with GFP – in the form of an e-mail to the following address: awizacz@goodfood.pl at least 24 (in words: twenty four) hours before the planned unloading – the execution of the delivery, i.e. delivery notification (with particular regard to the date and time of delivery), while lack of such a confirmation or agreement in the above scope may result in non-acceptance of the delivery by GFP. In addition:
  - a) If the delivery cannot be executed within the deadline resulting from the order in part or in whole, or it is not executed or is executed only in part, the Supplier is obliged to immediately notify GFP about this fact, no later than 24 before the delivery date resulting from the order, while in the case of the delivery execution based on the FCA terms no later than within 72 hours before the delivery date resulting from the order, which does not release the Supplier in any scope from the liability on this account,
  - b) In the case of the order execution only in part, GFP has the right to place a new order for the part which has not been executed without the necessity to meet the logistic minimum and the Supplier undertakes to deliver it within the time and quantities specified in the order. In the case of a situation specified in point a) above, GFP is entitled not to set a new delivery date, as well as the right to resign from the order or to refuse to accept the Goods.
5. The collection of the Goods takes place only together with transport documents enabling the identification of the delivery and the control of the quantity as well as with the correct labels accepted by GFP. The risk of irregularities related to the above lies with the Supplier.
6. A document confirming the execution of the order in the correct quantity is the proof of acceptance of the Goods (the delivery note from the Supplier confirmed by GFP), or a bill of lading or another equivalent transport document with the date of receipt and signed without reservations by the authorised representative of GFP. Signing the above-mentioned documents without reservations is without prejudice to possible subsequent claims of GFP in the scope of



quantitative and/or qualitative complaints if it occurs that a given delivery is subject to quantitative and/or qualitative defects.

7. The confirmation by GFP of the delivery document and the payment for the delivery are not tantamount to the acceptance by GFP of the delivered Goods without reservations and/or with the waiver by GFP of the right to take legal measures to obtain the Goods compliant with the conditions of the order.

8. GFP has the right to refuse to accept the Goods and to return all or part of the Goods delivered in the case of delivery of the Goods:

- a) whose quality differs from the quality accepted by GFP;
- b) not meeting the conditions specified in these GTCO, the order or the Agreement, or in any other document;
- c) incorrectly marked (also labelled) or packed;
- d) delivered untimely;
- e) not ordered;
- f) in the quantity exceeding the quantity indicated in the order,
- g) **whose unloading poses a threat to the life or health of the person performing the unloading (e.g. improper securing of the goods)**

9. If, as a result of the exercise of the rights referred to in section 8 above and point II section 7, GFP refuses to accept the Goods, GFP is obliged to notify the Supplier about the date on which the Supplier is obliged to collect the Goods, and the Supplier is obliged to collect the Goods within this deadline. If the Supplier fails to collect the Goods within the deadline specified by GFP, GFP has the right – at its own discretion – to return the Goods to the Supplier or store them in a place chosen by the Supplier, subject to the provisions of section 10-11 below, or have the Goods disposed of at the place chosen by the Supplier by an entity and for the price selected by the Supplier. The delivery not accepted by GFP will be deemed not to be delivered in whole or in part not accepted, and the consequence of this will be the delay of the Supplier in the delivery, **which may result particularly in liquidated damages (Article VIII Liquidated Damages).**

10. The collection of the Goods by the Supplier, possible return of the Goods by GFP or storage of the Goods in accordance with section 9 above and the disposal take place at the Supplier's expense and risk. If the Supplier fails to collect the returned Goods within the deadline specified by GFP, the Supplier will incur the costs of storage of the returned Goods for the period from the date of submission to the Supplier of notification about the necessity to collect the returned Goods until the date of collection of the Goods/until the date of return of the Goods by GFP.

11. In the case of returning the Goods to the Supplier, the Supplier is obliged to issue and immediately deliver to GFP one corrective invoice for a given return. If GFP does receive the corrective invoice within 14 days from the date of the return, GFP has the right to suspend the payment for the entire delivery in which the Goods covered by the return have been included, until the receipt of the corrective invoice.

12. The Supplier undertakes to inform GFP about changes made by the Supplier in the specifications of the Goods and changes in the specifications of free samples delivered to GFP. The Supplier is obliged to inform GFP about the change once it has been made. The notification should be submitted in written form or by electronic means (e-mail). If GFP orders given Goods/free sample of the Goods whose specifications have been changed by the Supplier – however the Supplier has not previously notified GFP about the changes contrary to the above provisions – GFP has the right, at its own discretion, to cancel the order, not to accept the delivered Goods or, in the case of their acceptance, to return



the Goods at the Supplier's expense and risk. The execution of the order for the Goods whose specifications have been changed by the Supplier requires a clear acceptance by GFP.

13. The Supplier undertakes to make every effort to ensure that only one batch number of given Goods is included in one delivery to GFP and, if this is not possible, the Supplier is obliged, before the delivery performance, to inform GFP about the number of batches, the specific quantities of the Goods of each batch and the expiry date of the Goods from each of these batches by sending a relevant attestation (certificate or quality certificate) to the following e-mail address: [quality@goodfood.pl](mailto:quality@goodfood.pl); the above-mentioned information must be also obligatorily included in the delivery note and collective label.

14. The ownership title to the Goods is transferred to GFP upon their delivery to the place specified in the order. GFP declares that it does not give consent to any reservation of the ownership title to the Goods and/or their components.

15. Unless otherwise specified in the order submitted by GFP, the Supplier bears all risks and liability for the Goods, including those resulting from loss, damage or destruction, until the collection of the Goods without reservations by GFP.

16. In the case of the extension of the scope of the order, the Supplier will deliver additional or replacement Goods under the conditions applicable to the execution of a specific order (in particular unit prices, discounts, payment deadlines).

17. No later than upon the delivery of the Goods and at the request of GFP at any time during the performance of the Agreement (including also after its completion), the Supplier is obliged to deliver to GFP the originals or electronic copies of all documents confirming the quality of the Goods and their compliance with the circumstances indicated in point III section 6 of the GTCO.

18. The Supplier undertakes to deliver the Goods to GFP only on certified EUR pallets, **pallets enabling storage on warehouse racks (certificate of the pallet load capacity)**.

Goods transported on pallets may have a maximum height of up to 1.70 m together with a pallet, **unless the Parties agree otherwise in document form**.

In the case of delivery of Raw Material packed in such a way that its height exceeds the height permitted in this point and in the case of delivery of the Goods on other pallets or on pallets with dimensions other than those indicated above, as well as in the case of delivery of the Goods of different types on the same pallet, this fact will be recorded on the delivery document and GFP reserves the right to refuse to accept the delivery. In connection with the disruption of GFP work resulting from the above defects of the delivery execution, the Supplier will be charged with liquidated damages in the amount of PLN 100 (one hundred) for each repacked pallet.

## **VI. Liability**

1. The Supplier bears strict liability for any damage caused by non-performance or improper performance of the obligation, in particular as a result of defects of the Goods, as well as for improper transport, packaging, marking and loading of the Goods (unless the Incoterms conditions indicated in the Order state otherwise). The Supplier's liability



covers both actual material damage and lost profits. This liability is not limited in any way, in particular quantitatively, materially, territorially, etc.

2. The Supplier is obliged to hold for the whole period from the confirmation of the order (including the confirmation of the order receipt or its acceptance for execution) until the fulfilment of all obligations resulting from the Agreement a valid and fully paid policy concerning:

1) civil liability insurance with the inclusion of liability for the product and the service rendered, issued by a renowned insurance company with the amount of cover of at least PLN 700,000.00 (in words: seven hundred thousand zloty) for each event, issued by a renowned insurance company and

2) product contamination and pollution insurance, business interruption insurance and product recall insurance with the amount of cover of at least PLN 700,000.00 (in words: seven hundred thousand zloty) for each event, issued by a renowned insurance company,

At each request of GFP, the Supplier also undertakes to present to GFP copies of the above-mentioned documents (i.e. copy of the insurance policy currently in force together with confirmation of the payment of premiums due). If during the term of the Agreement it turns out that the Supplier is not able to provide evidence of the payment of insurance premiums and the validity of insurance policies, GFP, without the necessity to submit in advance additional requests to the Supplier, may suspend the performance of the Agreement with immediate effect, with the consequences and cost of such suspension being borne solely by the Supplier. GFP is also entitled to terminate the Agreement with immediate effect if within 7 days from receiving a request from GFP the Supplier fails to provide evidence of the payment of insurance premiums and the validity of insurance policies.

3. The Supplier assumes liability for any breach of the conditions of the Agreement and/or the GTCO and/or conditions specified by GFP in separate documents, including those made available on the GFP website at the address <https://www.goodfood.pl/> by its employees, partners or subcontractors, etc., as well as for the equipment and materials belonging to them, participating in the performance of the Agreement, as for its own acts and/or omissions.

4. GFP reserves the right to entrust an independent laboratory with testing the quality of the Goods delivered by the Supplier in relation to the Supplier's assurances regarding their properties and quality. If as a result of the test it is found that the quality or property of the Goods is not appropriate, the costs of such a test will be incurred by the Supplier.

5. GFP reserves the right to carry out an audit at the Supplier's premises or to have it carried out by an independent audit company, whose purpose will be to control the Supplier's procedures for the production, packaging, storage and dispatch of the Goods intended for GFP as well as their quality particularly in terms of their health safety. If as a result of the audit it is found that the quality of the Goods is not appropriate, the costs of such a test will be incurred by the Supplier. In justified cases, GFP may carry out more frequent audits.

6. The Supplier is obliged to obtain all permits, attestations or other documents required by the provisions of common law allowing the Goods to be placed on the market. In the absence of such documents, GFP has the right, at its own discretion, to withdraw from the Agreement or to withhold the payment of the price for the Goods until receiving the required documents. The right to withdraw from the Agreement may be exercised by GFP within 60 days from the date on which the delivery was to be made in accordance with the conditions of the order.



7. The Supplier bears full liability for damage occurred at the GFP plant as well as at buyers of GFP products and entities cooperating with GFP directly or indirectly due to the Goods delivered by the Supplier, in particular in the case of poor quality or defectiveness of the Goods. The Supplier undertakes to cover all GFP costs and damage incurred by GFP due to the poor quality or defectiveness of the Goods, in particular to release GFP from all costs and liability (including liquidated damages) which GFP will incur in connection with third parties' claims.

## **VII. Guarantee and warranty for defects**

1. The Supplier guarantees that all delivered Goods will be compliant with the specifications, samples, descriptions and prior offers submitted to GFP, they will be of the highest quality and free from physical and/or legal defects, they are qualitatively repeatable as well as they meet all standards and parameters, have all necessary attestations, certificates and others determined in the provisions of law or required by GFP. In addition, the Supplier declares that it knows the GFP intended use of the delivered Goods and guarantees that all delivered Goods will correspond to the GFP intended use in food production as well as the scope concerning the proper marking of packages and labels of the purchased Goods. The Supplier also guarantees that the Goods will be admitted to trading on the European Union market on the basis of relevant attestations/norms issued by appropriate public authorities, as well as they will comply with other regulations, procedures, requirements, etc. in force at GFP.

2. The Supplier provides GFP with a guarantee for the Goods delivered each time. The guarantee period will be determined on a case-by-case basis by the Parties, while in the absence of such a determination the Supplier will be deemed to grant a guarantee for a period equal to at least the best before date for a given batch or for 1-year period, whichever is longer.

3. The guarantee period runs from the date of the collection of the Goods without reservations.

4. During the guarantee period, the Supplier, acting upon the first request of GFP, at its own cost will replace all defective Goods or carry out changes, corrections or additional services that are necessary for the compliance of the Goods with the conditions of the order.

5. The exercise of guarantee rights by GFP does not exclude the GFP right to exercise the rights under the guarantee and/or to assert the Supplier's liability for non-performance or improper performance of the obligation under general principles. The Supplier incurs costs related to the exercise of rights under the warranty and guarantee, including the costs of transport, etc.

6. In the case of detecting quantitative and/or qualitative irregularities, visible or hidden damage and/or defects of the Goods and/or packaging, or other non-conformities of the Goods with the Agreement, GFP will write a Complaint Report on this matter and send it immediately together with the complaint by electronic means to the Supplier, however no later than within 7 days from the date of the report preparation.



7. The Parties jointly agree that the obligation to prove that the circumstances indicated in section 6 above and submitted by GFP in the Complaint Report do not occur lies with the Supplier.

8. The Supplier will verify the complaint notification and contact GFP in order to further process the notification within 2 working days from the date of the notification receipt (the date of receipt is deemed to be the date of sending the notification by GFP by electronic means to the Supplier's e-mail address). The Supplier is obliged to consider the GFP complaint within 14 days from the date of receipt of the notification/complaint document. The Supplier's failure to take the position on the complaint within this period will be treated as its full acceptance.

9. If the complaint is accepted, the Supplier is obliged to replace the Goods with Goods free from defects and to deliver them to GFP. The deadline for the performance of the above-mentioned obligations concerning the Delivery is: 3 working days – unless the Parties agree a different deadline. The above-mentioned deadlines will be calculated from the expiry of the deadline for the complaint consideration (if the Supplier fails to take the position on the complaint submitted) or the acceptance of the complaint, whichever is earlier. In the case of refusal to accept the complaint, the Supplier is obliged to inform GFP in written form or by electronic means (e-mail), stating the reasons for refusal to accept the complaint.

10. In the case of refusal to accept the complaint, GFP has the right to hand over the questioned Goods to the expert in order to determine whether the GFP complaint is justified. If the expert's analysis confirms the validity of the complaint submitted by GFP (it confirms the defectiveness of the Goods), the Supplier is obliged to replace the Goods with Goods free from defects and to deliver them immediately to GFP and to cover the costs of the expert's analysis.

### **VIII. Liquidated damages**

1. Subject to the remaining provisions of the GTCO, GFP is entitled to impose liquidated damages on the Supplier for:

- a) delays in the delivery of the Goods in relation to the deadlines specified in the order, calculated from the gross value of the order – 1.5 % of this value for each day of delay;
- b) delays in the delivery of the Goods to be replaced under the complaint in relation to the deadlines specified in point VII above, or in the case of delay in the removal of defects of the Goods, calculated from the gross value of the Goods not replaced within the deadline/defects not removed – 1.5 % of this value for each day of delay,
- c) delay in delivery by the Supplier together with the Goods of all documents referred to in the GTCO or other documents – calculated from the gross value of the Goods covered by a given delivery to which all required documents have not been attached – in the amount of 1.5 % of this value for each day of delay;
- d) to terminate the Agreement or to withdraw from it (in whole or in part) for reasons attributable to the Supplier – in the amount of 30% (in words: thirty percent) of the Agreement that has not been performed;



- e) in the case of the occurrence of circumstances referred to in point VI section 6 above – in the amount of the gross value of the Goods delivered to GFP in breach referred to in VI section 6 above
- f) in the case of the occurrence of circumstances referred to in section 7 above – in the amount of PLN 50,000.00 for each case of the claim reported.
- g) If the Supplier fails to timely deliver a properly issued corrective VAT invoice (if such an obligation exists, e.g. on account of the return of the Goods by GFP to the Supplier), GFP will be entitled to charge the Supplier with liquidated damages in the amount of 110% of the value by which the sales invoices on account of the return should be adjusted. Charging the Supplier with liquidated damages does not release the Supplier from the obligation to issue corrective VAT invoices. The Supplier gives its consent to the deduction of liquidated damages charged from the Supplier's mutual claims. The return of the Goods is deemed to be the situation when the Supplier's goods are returned on the basis of the provisions of these GTCO, any Agreement or arrangements between GFP and the Supplier as well as justified circumstances of the disposal of the Goods.
- h) If the Supplier fails to execute the delivery specified in the order and GFP in order to have the Goods purchases the Goods at a price higher than that specified between the Supplier and GFP in the order – liquidated damages of 30% of the value of the delivery or/and the Agreement that has not been executed
- i) Any breach by the Supplier of point IX. 2 – in the amount of PLN 100,000.00 (in words: one hundred thousand zloty) for each case of breach

2. The Parties jointly agree that in the case of delay in the delivery by more than 7 calendar days, GFP in addition to charging the Supplier with liquidated damages also has the right to cancel the given order (not to accept the Goods). Then, all costs occurred on this account will be incurred by the Supplier, including the costs of transport, customs duties, etc.

4. The liquidated damages determined in these GTCO do not exclude the GFP possibility to claim compensation in excess of the value of the reserved liquidated damages.

## **IX. Confidentiality and intellectual property rights**

1. The Supplier and GFP undertake to keep confidential the content of the Agreement and any information obtained in connection with its execution and performance, including information provided orally, recorded in writing or on other storage media, in particular information concerning: commercial conditions, volume of orders, properties/prices of the delivered Goods, manufactured Products, Specifications. The Parties agree that the content of the Agreement and all information referred to in the preceding sentence may be used only for the purposes of the Agreement performance and they will not be disclosed to third parties without the other Party's written consent, except where the obligation to provide information about the provisions of the Agreement and events occurred during its performance results from the applicable provisions of law, while before the disclosure of given information the disclosing Party is obliged to notify the other Party about the occurred situation. The Parties undertake to properly secure any storage media on which information covered by the obligation of professional secrecy has been recorded. The confidentiality obligation binds



the Parties also after the cessation of the legal relationship established by the Agreement. The breach of the provisions set out in this section in any respect entitles GFP to charge the Supplier with liquidated damages in the amount of PLN 100,000.00 (one hundred thousand zloty) for each case of breach.

Notwithstanding the above provisions, the Supplier is entitled to claim supplementary compensation under general principles in excess of the value of the reserved liquidated damages.

2. All moral and property rights, including related rights, as well as industrial property rights to commercial, advertising, production and other materials, including graphic marks, trademarks or utility models included in these materials or existing separately, regardless of their form, and delivered under this Agreement by GFP to the Supplier or by the Supplier to GFP, remain the property of GFP or the Supplier respectively. The Supplier and GFP do not acquire any entitlements to those rights without the explicit consent of GFP or the Supplier respectively, expressed in writing under pain of nullity. GFP and the Supplier may at any time, without incurring any costs and additional liability, demand the return of the materials referred to above.

## **X. Force Majeure**

1. The Parties do not bear liability for non-performance or improper performance of the Agreement resulting from Force Majeure events.

2. Force Majeure within the meaning of the GTCO is an external event beyond the control of the Party, which makes it impossible to perform contractual obligations, unforeseeable and inevitable, and if it could be foreseen, an event which is unavoidable and occurs after the date of the Agreement execution, in particular wars, natural disasters, general strikes or strikes of whole branches of the industry, excluding strikes located only in the plants of the Supplier or its sub-suppliers, etc. Difficulties in receiving the Goods and auxiliary materials are not considered as Force Majeure.

3. If one of the Parties is affected by Force Majeure, it immediately informs the other Party thereof, stating its nature, expected duration and foreseeable effects. In the case of the occurrence of Force Majeure, the Parties will commence negotiations in good faith on further steps, in particular any renegotiation or termination of the Agreement.

## **XI. Termination of the Agreement**

1. If the Supplier fails to fulfil its obligations under the Agreement and/or the GTCO or other documents referred to in this document, GFP has the right to submit to the Supplier a notification about the breach of the conditions of the Agreement and/or the GTCO. In such a case, the Parties will agree an appropriate action plan within 14 days from the date of sending such a notification. If the agreement is not reached or if the agreed action plan is not implemented within the time determined by both Parties, GFP has the right to terminate the Agreement with immediate effect without prejudice to its own rights to seek compensation and/or to impose liquidated damages after the detection of the breach of the Agreement conditions.



2. GFP also has the right to terminate the Agreement with immediate effect (without the necessity to apply the procedure set out in section 1 above) in the following cases:

- a) if the quality of the delivered Goods is inconsistent with the quality expected and accepted earlier by GFP,
- b) if the Supplier fails to perform the Agreement or the order correctly

3. If the Supplier is unable to perform its obligations under the Agreement and/or the GTCO, GFP has the right to designate a third party and entrust it with the performance of the Supplier's obligations at the Supplier's expense and risk without the necessity to obtain prior judicial authorisation (substitute performance), also in the case when this cost is higher than the amount specified in the Agreement, without prejudice to the GFP rights to claim compensation and/or liquidated damages referred to in point VIII of these GTCO.

#### 4. Withdrawal

GFP has the right to withdraw from the Agreement in whole or in part if:

- 1) the delay in the Delivery execution exceeds 14 days
- 2) the Supplier performs improperly the Agreements or the Orders and despite being requested to remedy the irregularity or to cease the breaches, persistently or grossly fails to perform the Agreements or the Orders in a proper manner
- 3) if a bankruptcy petition or petition for the restructuring of the Supplier has been filed or there is a reason to assume that there may be grounds for filing such petitions
- 4) the legal, financial, organisational or other situation gives a reason to assume that the Supplier will not perform the Agreements in whole or in part or it will perform them improperly,
- 5) if the quality of the delivered Goods is inconsistent with the quality expected and accepted earlier by GFP,

while GFP is entitled to withdraw from the Agreement within 3 months from becoming aware of the occurrence of circumstances giving rise to the GFP right to withdraw from the Agreement.

## **XII. Protection of personal data**

1. The controller of personal data is GFP. The personal data transferred are processed for the following purposes:
  - a) the execution and performance of the agreement;
  - b) the sale of products and services offered by the Supplier;
  - c) marketing activities undertaken by GFP on its own or in cooperation with other entities;
  - d) the performance of rankings, reports and analyses;
  - e) the storage of documentation;
  - f) the performance of obligations incumbent on GFP under applicable law;
  - g) asserting any claims.



2. The legal basis for the processing of the transferred data for the above-mentioned purposes, on the basis of Article 6(1)(a)-(f) of the GDPR, will be the consent granted, the performance of the agreement or undertaking actions aimed at its execution, the fulfilment of the legal obligation imposed on GFP or the GFP legitimate interest.
3. The period of the processing of the personal data transferred depends on the purpose for which the data are processed. The factors taken into consideration are
  - a) the provisions of law (e.g. the Accounting Act, etc.);
  - b) the period of the service provision;
  - c) the period for which consent has been granted;
  - d) the term of the agreement;
  - e) the period of the existence of the GFP legitimate interest
4. Moreover, GFP informs that the data subject has:
  - a. the right to access personal data, including the right to obtain a copy of such data;
  - b. the right to request rectification (correction) of personal data – if the data are incorrect or incomplete;
  - c. the right to object to the processing of data – in the scope of the processing based on the GFP legitimate interest. For this purpose, it is necessary to contact GFP: [iod@goodfood.pl](mailto:iod@goodfood.pl), GFP will then cease to process the transferred personal data for the current purposes unless it demonstrates that the grounds for the processing of these data are necessary to determine, pursue or defend the GFP claims or their processing by GFP is the obligation determined in law.
5. The right to request the erasure of personal data (the so-called right to be forgotten) – at any time the data subject may request the erasure of the personal data transferred.
6. The right to request the restriction of the processing of personal data – at any time the data subject may request the restriction of the processing of the transferred personal data only to their storage or performance of other actions agreed or legally required, if the data subject considers that GFP processes the transferred data incorrectly or processes them groundlessly, or the data subject decides that it is necessary to determine, pursue or defend claims; or for the time of the objection submitted by the data subject to the processing of the data – until it is determined whether legally justified grounds on the part of GFP override the grounds for objection.
7. In the case of determining that the processing by GFP of the transferred personal data violates the provisions of the GDPR, the data subject has the right to lodge a complaint with the President of the Personal Data Protection Office. Personal data may be transferred to third parties only to the extent specified by law. Then GFP may transfer these data to suppliers and subcontractors if it is necessary from the point of view of the agreement or on the basis of the legitimate economic interest and the efficient conduct of business activities.
8. GFP does not take decisions based solely on automated processing of personal data. The personal data transferred are not made available outside the EEA.

### **XIII. Final provisions**

1. The Parties agree that the place of the performance of all obligations under the Agreement (in particular obligations resulting from orders executed) is the GFP registered office.



2. GFP has the right to unilaterally change the GTCO. In such a case, the existing provisions of the GTCO will bind the Parties in the scope of orders already submitted by GFP, i.e. submitted in the period before the entry into force of the new GTCO. In the case of a change in the GTCO, the Supplier will be bound by the new GTCO upon the delivery of the changed GTCO to the Supplier. The delivery is also understood as the delivery by e-mail to the Supplier.
3. The Parties exclude the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods drawn up in Vienna on 11 April 1980.
4. The law applicable to the GTCO, the execution of orders and the Agreement is the Polish law. All disputes arising from the performance or interpretation of the GTCO, the order or the Agreement will be governed by the Polish law, irrespective of the place of the Supplier's registered office.
5. The Supplier is not entitled to transfer the Supplier's rights and/or obligations towards GFP arising from the cooperation between the Parties, including those resulting from orders executed, without the GFP prior consent expressed in writing under pain of nullity.
7. If individual provisions of these GTCO become invalid or ineffective for any reason, this does not affect the validity or effectiveness of the remaining provisions of the GTCO.
8. The Parties will refer any disputes arising from the execution of the GTCO or the Agreement to the court having jurisdiction over the GFP registered office.
9. These GTCO do not apply to agreements with consumers.
10. All agreements, documents, correspondence, etc. related to the order must be in written or document form under pain of nullity and must include the number of the purchase order (PO) assigned by GFP. The order number should be indicated particularly in the invoice, the delivery note and all other documents of the transaction.