

§1 GLOSSARY

1. In the present document the following abbreviations have been used:
 - a. OWS - General Terms and Conditions of Sale
 - b. NUTRI – Nutri Partners, Sp. z o.o., limited liability company with seat in Rzeszów
 - c. STS - Subject to Sample
2. In the present documents the following terms have been used which mean:
 - a. Selling Party – Nutri Partners Sp. z o.o., limited liability company with seat in Rzeszów, Krajobrazowa str. 13/5, 35-119 Rzeszów, registered in business register: Rejestr Przedsiębiorców Krajowego Rejestru Sądowego run by court: Sąd Rejonowy w Rzeszowie, XII Wydział Gospodarczy Krajowego Rejestru Sądowego, at No. KRS0001146025, tax ID NIP 8133925741, initial capital PLN5000,00.
 - b. Purchasing Party - any physical or legal person or organisational entity which has no legal personality, whose regulations allow legal capacity, which runs business activity or professional activity on their own behalf, and which carries out purchasing of Goods from Selling Party as part of their business activity,
 - c. Party/Parties - Purchasing Party or Selling Party or Purchasing Party and Selling Party,
 - d. Purchase Offer – a declaration of will submitted by Selling Party to Purchasing Party which defines the Essential Terms and Conditions of Sale. It also means an invitation to start a cooperation made out in the form of a document which includes the annotation Offer,
 - e. Purchase Order – a declaration of will to purchase Goods submitted by Purchasing Party to Selling Party in the document form which includes approving by Purchasing Party essential terms and conditions of sale and their acceptance of OWS without any stipulations,
 - f. Sale Contract – an agreement entered into with the use of Selling Party's form Sale Contract in the form of document which defines in particular the essential terms and conditions of sale on the basis of which Selling Party sell Goods to Purchasing Party and Purchasing Party oblige themselves to pay the price for Goods,
 - g. Goods – a defined product which is subject to Sale Contract,
 - h. Sample – a defined amount of Goods transferred to Purchasing Party by Selling Party before signing the Purchase Contract, which serves the purpose of quality verification of Goods and carrying out specific tests and examinations,
 - i. Sale Contract Subject to Sample – a conditional Sale Contract which stipulates the verification of the sample. This means that the Sale Contract may be terminated if Purchasing Party reject the sample within 7 workdays from the date of its reception,
 - j. Essential Terms and Conditions of Purchase – Goods (description of goods), amount, price, terms and conditions of payment, terms and conditions of delivery,
 - k. Workdays – days from Monday to Friday excluding bank holidays in the area of the Republic of Poland
 - l. Advance payment invoice – invoice issued by Selling Party in order to facilitate full or partial payment from Purchasing Party for Goods before their delivery when the delivery is to be executed after the month in which the payment has been done,

- m. Provisional Invoice – an invoice issued by Selling Party in order to facilitate full or partial payment from Purchasing Party before the delivery when the delivery of Goods is meant to be carried out in the same month in which the payment has been made,
- n. Invoice – an invoice issued by Selling Party that is a document which is a proof of the sale of Goods,
- o. Contractual documents – a collection of documents sent to Purchasing Party on order to execute the Order, including Packing List, CMR, etc.
- p. Confidential Information - any information that refers to Selling Party and the business activity which is run by them which Purchasing Party may possess or get into possession in relation to the negotiations or signing and performing the Sale Contract. Such information includes in particular Selling Party's activities, trade information that refers to Selling Party's customers, any contractors, as well as all and any information that refers to business secrets of Selling Party and their company trade secrets as understood by [art. 11 ust. 2] of the act of law about counteracting unfair competition practices,
- q. Document Form – submitting a declaration of will in the form of a document sent by electronic mail in a way which facilitates the identification of the person that submits the declaration,
- r. Force Majeure – an incident or a situation which could not have been predicted or averted regardless of any activities undertaken by Parties, such as the war or any military activities in the area, epidemics, natural disasters, explosions, fires, construction accidents with the participation of machines, factories or manufacturing installations of Parties, Selling Party's suppliers or partners, or any other accidents or disasters that refer to these installations located in the premises of Parties, their suppliers or partners, decisions of state institutions, including the introduction of sanctions, bans or restrictions in the commercial exchange, export or import of goods, any changes in the binding regulations of law.

§2

GENERAL TERMS AND CONDITIONS

1. The present OWS:
 - a. comprise an integral part of any Sale Contract regardless of whether the Sale Contract clearly refers to them,
 - b. can be applied to all and any Sale Contract signed by Selling Party as well as to negotiations, offers and orders that happened prior to its signing,
 - c. have priority before general terms and conditions of purchase regulations or other contractual master documents applied by Purchasing Party,
 - d. can be suitably modified in the text of a particular Sale Contract. Parties may clearly exclude applying the whole document or certain sections of OWS, such exclusion requires a document form under the pain of nullity and refers exclusively to the Sale Contract in which it has been stipulated,
 - e. can be modified and changed by Selling Party at any time with the result *ex nunc* - for the future, yet such modifications have no application to Sale Contracts that have already been signed.
2. Resolutions contained in the Sale Contract signed by Parties have priority over OWS and OWS find a complimentary application if the Sale Contract does not include suitable regulations.
3. If a contradiction is found between the Sale Contract and OWS, the resolutions contained in the Sale Contract have priority.
4. Resolutions of the Sale Contract can only be changed in a document form under the pain of nullity following the agreement of both Parties.

5. OWS are applicable to sale contracts signed during their binding time.
6. Refraining by Selling Party from exercising certain rights that result from OWS or binding legal regulations does not mean waving these rights, neither in whole nor in part or does not deprive Selling Party of any right to pursue potential claims related to them in the future.
7. OWS are published in a document form on the Internet site of Selling Party and are available for downloading. Due to this fact Selling Party are exempt from the obligation to serve Selling Party with OWS. In order to fulfil the obligation to serve its contents it is enough to refer Purchasing Party to Selling Party's Internet site.
8. Selling Party do not bear any responsibility for any printing errors, accounting errors or any other obvious mistakes that may be found in the Purchase Offer, Purchase Order or Sale Contract.

§ 3

SIGNING THE CONTRACT

1. Parties get in contact via electronic mail, by telephone or through the contact form found on Selling Party's internet site.
2. Selling Party provide Purchasing Party with the Purchase Offer in a document form including the Essential Terms and Conditions of Order. Once Purchasing Party accept them and send an Order within 48 hours of receiving the Offer, Selling Party send a scan of a Purchase Contract form signed by them.
3. Purchase Contract is deemed signed when Purchasing Party send back to Selling Party a scan of the form signed by both Parties which has to take place not later than 48 hours after the reception of the signed form from Selling Party. Failing to meet this deadline renders the contract not signed. In such situation Purchasing Party shall reimburse Selling Party for all the costs borne in relation to the Order.
4. Changing the Purchase Order or revoking the Purchase Order, with Selling Party's consent, Selling Party's consent to such revoking, justified refusal to accept the Order, as well as the changes of terms and conditions of the Contract require a document form under the pain of nullity.
5. In order to make signing of the Sale Contract effective it is necessary to sign it by both Parties through authorised persons such as a member of board, in accordance with the principles of representation, or an attorney and then sending back the document form via email signed scan to the addresses of Purchasing Party and Selling Party provided in the Sale Contract. If the Sale Contract is going to be signed by an attorney, it has to be attached with a scan of a legally binding letter of attorney.
6. Purchasing Party declare that the person that is signing the Sale Contract as well as the person filing the Order or accepting the Offer have been authorised to represent Purchasing Party. If it turns out that such person does not have a suitable authorisation, it is Purchasing Party that bear all the negative consequences that result from the fact, including and in particular, Selling Party are entitled to demand from Purchasing Party to fulfil the service or execute the responsibilities that result from the signed Sale Contract unless Purchasing Party have not done their best to eliminate such situations, for example, has not taken care to have returned all the letters of representation, advertisement materials, business cards and any other documents that the person passing for Purchasing Party's representative could possess in order to prove their authority or have not deprived such person of the possibility to use company email address or other forms of contact or ways to transmit data that would authorise such person.
7. The above conditions do not breach the resolutions contained in §7, including terms and conditions, rights and responsibilities of Parties provided for in §7 below.

§ 4

PRICE AND PAYMENT CONDITIONS

1. The price is defined for a unit of Goods, the weight of Goods or the whole amount of Goods in accordance with the Sale Contract.
2. The price provided in the Sale Contract is a net price. It has to be raised by VAT and any other charges, public charges and taxes, in particular those which Purchasing Party are obliged to pay in accordance with the INCOTERMS regulations. If Goods are subject to any anti-dumping charges, custom duties or any similar public charges, Selling Party have right to increase the price by the amount of such charges.
3. Each time Parties decide which principles of the International Chamber of Commerce (INCOTERMS currently in use on the day of signing the particular Sale Contract) will be applied, in particular if the Delivered Duty Paid (DDP) rule is going to be applied.
4. If the delivery is within the area of the European Union, Purchasing Party are obliged to meet the requirements which result from the legal regulations of the European Union, in particular as refers the VAT and the excise tax.
5. Purchasing Party oblige themselves to pay for Goods not later than three days before the planned date of loading of Goods as by agreed INCOTERMS delivery base to Selling Party's bank account provided in the accounting document sent to Purchasing Party via email. Selling Party may postpone the date of payment at their discretion after a positive verification of Purchasing Party by insurance officer / Selling Party's factoring company.
6. Payment is deemed executed in the moment the means appear in Selling Party's bank account provided in the invoice.
7. Selling Party shall cover the cost of bank transfer charged by the bank which runs Selling Party's account. All and any other costs of the transfer, in particular the cost of correspondent banks and the costs of the bank in which Purchasing Party have their account are covered by Purchasing Party
8. In the case of settlements in foreign currencies carried out finally in Polish money the binding exchange rate shall be the average rate of the transaction currency announced by bank NBP on the day preceding the day of issuing the invoice, provisional invoice or advance payment invoice.
9. In the case of late payment Selling Party, may:
 - a. suspend carrying out the responsibilities which result from the Sale Contract or from OWZ until receiving the payment, in particular suspend the delivery of Goods,
 - b. charge Purchasing Party with maximum interest for delay in business transactions calculated per each day of delay,
 - c. report Purchasing Party to debtors' register in accordance with binding legal regulations,
10. If the delay in payment is longer than 7 days, Selling Party may:
 - a. sell Goods to any third party for a price decided about by Selling Party and the third party without the necessity to contact Purchasing Party and charge Purchasing Party to cover the difference between this price and the price from the Sale Contract or
 - b. terminate the Sale Contract in whole or in part and charge a contractual penalty in the amount of 20% of the gross price for Goods as well as claim damages that would exceed the contractual penalty. Termination of the contract is exercised through a declaration submitted in a document form. In the above cases Selling Party are entitled to allocate any means transferred by Purchasing Party towards damages or contractual penalties
11. Filing a complaint does not exempt Purchasing Party from the obligation to pay for Goods timely.

12. Selling Party are entitled to deduct any amounts due to Purchasing Party regardless of their due date. Such deduction only requires a document form sent by email to the address provided in the Sale Contract.
13. Purchasing Party are not entitled to deduct any claims due to them from the receivables of Selling Party without prior consent of Selling Party in writing.

§ 5

DELIVERY AND TRANSPORT OF GOODS

1. Delivery of Goods takes place in accordance with the conditions described in the Sale Contract as well as in OWS.
2. While deciding about the conditions of delivery and transport of Goods, including the cost of delivery, insurance and packaging, Parties apply Incoterms 2020 for the international transactions in the version as of the date of signing the Sale Contract and these principles have corresponding application to home transactions unless OWS or the Sale Contract decide otherwise.
3. If the delivery takes place in the area of the European Union, Purchasing Party are obliged to meet the requirements which result from the legal regulations of the European Union, INTRASTAT in particular.
4. Selling Party are obliged to meet the legal requirements related to a correct delivery of Goods to Purchasing Party, in particular related to providing all documents required by commonly binding legal regulations.
5. Parties admit partial delivery of Goods also in a situation that a single delivery is planned. Selling Party shall provide Purchasing Party with new dates of deliveries which shall take place not later than 30 days from the original date of delivery. In such situation Purchasing Party must not terminate the Sale Contract or demand damages from Selling Party. If a certain stage of delivery does not arrive in newly scheduled time, Purchasing Party shall have the right to terminate the Sale Contract with regard to this not-executed stage, within 48 hours of newly scheduled time of delivery.
6. Purchasing Party are obliged to collect Goods at the time and in the place defined in the Sale Contract or decided about by Selling Party under section 5 above and section 13 letter b below and to authorise suitably a person carrying out the reception in their name.
7. On collection Purchasing Party are obliged to verify the compliance of Goods with the contract including the condition and quality of Goods and, in particular, they are obliged to check whether Goods have not been damaged or have been delivered in a suitable quantity, in proper, intact packaging, whether they bear necessary labels and whether required documents have been attached.
8. Selling Party stipulate that the quantity or weight of Goods may differ by about +/-5% from the quantity or weight as defined in the Sale Contract but it does not influence the price.
9. On transferring Goods from Selling Party to carrier, or optionally directly to Purchasing Party, all and any responsibilities for damage or loss of Goods, burdens and benefits related to Goods pass on to Purchasing Party.
10. Selling Party are not responsible for any delay in the delivery caused by negligence of carriers unless the delay took place as a result of intentional fault of a carrier.
11. In the situation of a delay in collecting Goods by Purchasing Party or avoiding collecting Goods by Purchasing Party the risk of accidental loss or damage to Goods passes from Selling Party onto Purchasing Party, and Selling Party are authorised to:
 - a. suspend carrying out any other responsibilities towards Purchasing Party until Goods are collected
 - b. unload Goods at the risk and cost of Purchasing Party,
 - c. store goods at the risk and cost of Purchasing Party until they are collected in a place defined by Selling Party or

- d. sell Goods to a third party at the price decided about by Selling Party and the third party without any necessity to contact Purchasing Party and charge Purchasing Party for the difference in price between this price and the price defined in the Sale Contract.
- 12. If the delay in collecting Goods by Purchasing Party exceeds 14 days of the settled date of collection, independently of benefits that result from the rights included in section 11 above, Selling Party may:
 - a. charge Purchasing Party with a contractual penalty in the amount of 0.5% of gross price starting from the 15th day of delay and demand from Purchasing Party, under general principles, damages exceeding the contractual penalty,
 - b. terminate the Sale Contract in whole or in part and charge a contractual penalty in the amount of 20% of gross price for uncollected Goods and demand damages from Purchasing Party, under general principles, that would exceed the contractual penalty. Terminating the contract is exercised through a declaration filed in a document form.
- 13. In the case of late delivery of Goods, Selling Party may:
 - a. terminate the Sale Contract within 7 days of the delivery date,
 - b. change the date of delivery for a period not longer than 30 days. If the delivery is not executed by the new date, Purchasing Party may terminate the Sale Contract as regards the not executed stage within 48 hours of the expiry of the new date of delivery. In such cases Purchasing Party may not demand damages from Selling Party.
- 14. If the delivery of Goods is late, Purchasing Party May terminate the contract as regards this stage having first contacted Selling Party and setting an additional time to execute the contract, not shorter yet than 14 days.

§ 6

OWNERSHIP OF GOODS

Ownership of Goods passes from Selling Party onto Purchasing Party the moment Purchasing Party pay full price for Goods, as it has been defined in Sale Contract.

§ 7

SAMPLES AND SUBJECT TO SAMPLE SALE

1. Having sent the Purchase Offer to Purchasing Party and after Purchasing Party agree to the conditions of the Offer, in a document form but before signing the Sale Contract, Selling Party may present samples to Purchasing Party in order to be examined by Purchasing Party to evaluate the quality and compliance of Goods with Selling Party's Offer.
2. In order to pass samples to Purchasing Party Parties decide about the following information and Purchasing Party includes the following information in a declaration of consent to the conditions of Offer:
 - a. type of goods
 - b. quantity of sample
 - c. entity that covers the cost of transport and examination of samples
 - d. date and place of delivery of samples
3. As a rule samples are paid for unless it has been stipulated otherwise in a declaration of consent to the conditions of Offer.
4. Payment for the samples is not treated as an advance payment towards the price of Goods unless it has been stipulated otherwise in a declaration of consent to the conditions of Offer.
5. Passing samples from Selling Party to Purchasing Party does not oblige Purchasing Party to buy Goods from Selling Party unless it has been stipulated otherwise in a declaration of consent to the conditions of Offer.

6. Selling Goods may also be carried out in the mode of Subject to Sample sale.
7. Having signed the Subject to Sample Sale Contract Selling Party shall deliver a sample of Goods to Purchasing Party; sections 3 and 4 above should be applied respectively.
8. Purchasing Party shall evaluate the sample and shall advise Selling Party in a document form about the acceptance or rejection of the sample within 7 workdays from its reception.
9. No response within the period given above will be equal to acceptance of the sample.
10. On acceptance of the sample the Sale Contract becomes effective. If the sample is rejected by Purchasing Party, the Sale Contract is terminated without any necessity to file any additional declarations.
11. If the sample is accepted by Purchasing Party, they are not entitled to any claims towards Selling Party that refer to the quality of Goods, including those resulting from warranty.

§ 8

SELLING PARTY'S RESPONSIBILITY, COMPLAINTS AND GUARANTEES

1. Selling Party declare that Goods are only compliant with the conditions described in the Sale Contract and are not responsible for the lack of any other characteristics. Neither they are responsible for the fact that Goods are not fit for a purpose even if Purchasing Party have advised Selling Party about the fact at the moment of signing the contract unless Goods' characteristics or their fault have been treacherously withheld by Selling Party.
2. Purchasing Party are entitled to file a complaint as to the compliance of Goods with the Sale Contract, including the condition, quality, quantity of Goods, not later than 3 days of the date of receiving Goods or their part by Purchasing Party.
3. If Purchasing Party do not file a complaint within 3 days of the date of receiving Goods, Goods are deemed delivered in accordance with the Contract and Purchasing Party lose their right to file any complaints.
4. Filing a complaint has to be carried out in a document form under the pain of rejection.
5. Filing a complaint should include: the name of Goods, quantity, identification data of the Order, including the number and date of signing the Sale Contract, detailed description of the fault as well as Purchasing Party's demand. The complaint should be attached with documents confirming the fault, for example photographs or results of tests.
6. Complaints which meet the requirements described above shall be examined by Selling Party within 30 days of reception. Selling Party stipulate the right to prolong the time necessary for examining a complaint by another 30 days, about which Purchasing Party have to be advised before the original deadline expires.
7. If Purchasing Party file a complaint, they are obliged to cooperate with Selling Party in the complaint recognition procedure and in particular:
 - a. prepare necessary quantity comparisons,
 - b. prepare photographic or video documentation,
 - c. provide all and any information necessary to examine the complaint immediately, not later than 2 days of the date when being called by Selling Party.
8. The time for complaint examination gets prolonged by the time necessary to wait by Selling Party to have additional explanations and documents provided by Purchasing Party. Selling Party are entitled to demand from Purchasing Party additional explanations and documents in order to examine the complaint suitably.
9. Purchasing Party lose their entitlements that result from the warranty if Goods have not been examined, if they have not filed the complaint in accordance with the

regulations included in OWS or if they have tampered with Goods before filing a complaint.

10. In the period of examining the complaint Purchasing Party are obliged to secure the claimed Goods in order to protect them against any loss or damage. They shall refrain from using Goods.
11. If the complaint is admitted, Selling Party:
 - a. shall replace Goods in whole or in part for Goods free from faults, yet if it turns out Goods are not faulty, all and any cost related to examining the complaint, including to transport and to tests shall be covered by Purchasing Party or
 - b. together with Purchasing Party shall decrease the price for Goods due to a particular fault in such proportion in which Goods with the fault are to Goods free of any faults. The choice of one of the above options depends on Selling Party.
12. Filing a complaint does not exempt Purchasing Party from the obligation to pay for Goods. If the complaint is admitted and the price for Goods is lowered due to the fault, a suitable part of paid amount by Purchasing Party shall be reimbursed to Purchasing Party under a corrective invoice immediately after receiving it by Purchasing Party.
13. Selling Party shall provide Purchasing Party with guarantees for Goods only if this has been clearly stipulated in the Sales Contract.
14. If a guarantee has been given, Selling Party oblige themselves to replace faulty Goods or decrease the price in such a proportion in which faulty Goods stay towards Goods free of any fault. The choice of one of the above options depends on Selling Party.
15. Purchasing Party may not transfer the entitlements that result from the present paragraph onto any third parties without Selling Party's consent expressed in a document form.
16. As much as it is allowed by law, Selling Party's responsibility for any damage to persons, property or the natural environment caused with the use of Goods or any products for whose manufacturing Goods may have been used is excluded. Selling Party do not bear any responsibility for using Goods by Purchasing Party or any third parties and the results of such use, in particular for legality of manufacturing and introducing Goods to the market, also products that have been manufactured with the use of Goods as well as any damage caused by them. The use of Goods takes place at the Purchasing Party's risk.

§ 9

FORCE MAJEURE

1. Selling Party do not bear any responsibility for any delays, in particular in shipment and delivery or any violation, incorrect executing or not executing contractual responsibilities in whole or in part caused by circumstances independent of Selling Party which could not have been possibly predicted in the moment of signing the Sale Contract, caused by a Force Majeure.
2. The decisions related to Force Majeure also find their application if unpredictable circumstances occur with any of Selling Party's subcontractors, including their deliverer or carrier rendering it impossible to meet their responsibilities that result from the Sale Contract.
3. Selling Party are obliged to immediately advise Purchasing Party about the fact of Force Majeure appearance and its predicted influence on the execution of Sales Contract.
4. Purchasing Party may terminate the Contract if the period of time of Force Majeure operation exceeds 2 months.

§ 10
CONFIDENTIALITY

1. Parties agree that confidential information is any information provided by Selling Party during negotiations and cooperation, including any details related to Selling Party, their policy, the process of negotiations, the contents of Sale Contract (in particular the prices) and its execution.
2. Confidential information does not include information publicly available or commonly known before it has been revealed to Purchasing Party.
3. Purchasing Party are always obliged to keep confidential information in secret.
4. Purchasing Party must not reveal, copy, publicise or transfer any confidential information, make it accessible in any other way to third parties without prior consent of Selling Party expressed in writing.
5. Responsibility to keep information confidential is binding until the information loses its confidential character unless Selling Party, through a declaration expressed in writing, exempts Purchasing Party from keeping this responsibility.

§ 11
FINAL RESOLUTIONS

1. Explanation of the decisions included in OWS, the Sale Contract, Offer or Order as well as any other documents related to the execution of the Order shall be carried out as based on the regulations of Polish law.
2. Parties harmoniously decide that the convention of the United Nations about International Agreements of Sale of Goods dated 11th April 1980 shall not be applied.
3. In the case that any of the decisions of this OWS turns out to be invalid, it does not result in the whole OWS or the Sale Contract being invalid, and Parties shall issue a substitutionary decision.
4. Any disputes that result from signing, executing or terminating the Sale Contract shall be dealt with amicably. If Parties do not reach an agreement within 30 days of filing a claim, each Party may undertake a legal action.
5. If an attempt to solve a dispute amicably fails and the case gets to court, the competent court for the case shall be the court appropriate for the seat of Selling Party.
6. Purchasing Party grant consent for the transfer of debts due to Selling Party from Purchasing Party be made for the benefit of third parties.
7. Purchasing Party must not transfer rights or responsibilities that result from the Sale Contract to any third party without the prior consent from Selling Party expressed in a document form under the pain of nullity.
8. Information about processing personal data and information in relation to signing and executing the Sale Contract can be found on the internet site of Selling Party.
9. Any correspondence between Parties requires document form and is carried out via electronic mail. Declarations are sent to the other Party the moment they have been uploaded to an electronic communication means in such a way that the other Party can get acquainted with them. Purchasing Party are obliged to use the email address revealed by them in official data bases (e.g. KRS, CEIDG) or on their official web site.
10. In a situation that any Purchasing Party have their seat outside the borders of Poland, the language to use at executing the Contract shall be the English language. The documents related to the Sale Contract shall be made out in the English language.
11. Parties decide to choose the Polish law as competent law.
12. Current OWS become valid on the day of their publication.