

DEFINITIONS

1. **GTP** – these General Terms of Purchase;
2. **Order** – a statement regarding the intent to purchase Goods, submitted by the Buyer to the Seller, containing information about the sale conditions expected by the Buyer, such as the identification and quantity of the Goods, price, delivery, and payment terms;
3. **Buyer** – Nutri Partners Sp. z o.o., registered office address: ul. Krajobrazowa 13 / 5, 35-119 Rzeszów, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court in Rzeszów, 12th Commercial Division of the National Court Register, under KRS number: 0001146025, VAT ID (NIP): 8133925741, share capital: 5,000 PLN;
4. **Seller** – any entity, including a legal person, an organizational unit without legal personality, or a natural person conducting business activity, which is a Party to the Sales Agreement and sells Goods to the Buyer under the terms specified in the Sales Agreement and GTP;
5. **Party/Parties** – the Buyer or the Seller / the Buyer and the Seller;
6. **Goods** – specific food products listed in the GOODS section of the Sales Agreement, which are the subject of the Sales Agreement;
7. **Sales Agreement** – an agreement concluded using the Buyer’s form, specifying in particular the Essential Terms, under which the Seller sells Goods to the Buyer, and the Buyer commits to paying the price for the Goods;
8. **Essential Terms** – the name and description (specification) of the Goods along with the required documentation, quantity, price, delivery date, and payment deadline.

GENERAL PROVISIONS

1. These GTP are an integral part of every Sales Agreement, regardless of whether the Sales Agreement explicitly refers to these GTP.
2. The Parties are bound solely by the Sales Agreement and GTP. The provisions contained in the Sales Agreement and GTP are exhaustive. Thus, the Parties explicitly exclude the application of any other provisions to the Sales Agreement between them that do not directly arise from it, particularly those included in standard contract terms, regardless of their name or the issuing entity, including general terms of trade, regulations of the Seller, trade chambers, commodity exchanges, etc., even if the Seller explicitly or implicitly refers to such terms.
3. Provisions of the Sales Agreement may only be amended in documentary form under the penalty of nullity, with the agreement of both Parties.
4. Subject to clause 2.4, the provisions of the GTP may only be amended or excluded in the content of a specific Sales Agreement. In the event of irreconcilable discrepancies between the provisions of the Sales Agreement and the GTP, the provisions of the Sales Agreement shall prevail.
5. The Buyer reserves the right to modify the GTP at any time; however, such modifications do not apply to Sales Agreements already concluded. The GTP applicable to specific Sales Agreements are those in effect on the date the Sales Agreement is signed by the Buyer or, if no date is specified, on the date of concluding the Sales Agreement.
6. The Buyer’s failure to exercise certain rights arising from the GTP or applicable legal regulations does not constitute a waiver of such rights, either wholly or partially, nor does it deprive the Seller of the right to pursue claims associated with them in the future.

CONCLUSION OF THE AGREEMENT

1. To conclude a Sales Agreement, it must be signed by at least the Buyer's authorized representative(s), which include members of the Management Board acting according to the rules of representation or authorized attorneys acting within the scope of their power of attorney. A Sales Agreement is concluded only when:
 - 1.1. The Buyer has submitted an Order using the Buyer's Sales Agreement form – upon the Seller signing the form and sending it to the Buyer;
 - 1.2. The Buyer has submitted an Order without using the Buyer's Sales Agreement form (e.g., by phone or email) – upon the lapse of three days from the date the Seller sends the signed Sales Agreement form to the Buyer, provided it matches the Essential Terms of the Order, or earlier if the Seller signs and returns the Sales Agreement before the three-day period ends;
 - 1.3. The signed Sales Agreement form provided by the Buyer does not match the Essential Terms of the Order (regardless of its form) – upon the Seller signing and returning the Sales Agreement to the Buyer.
2. For a Sales Agreement to be concluded by either Party, it suffices to send it in documentary form, i.e., a signed scan via email to the address indicated in the Sales Agreement.
3. If the signed Sales Agreement provided by the Buyer differs in terms other than the Essential Terms from the Order (regardless of its form) or agreements made via email or telephone, such terms are deemed accepted by the Seller unless the Seller electronically raises objections or amendments within three days of receiving the Sales Agreement from the Buyer. Such objections or amendments shall bind the Parties only if explicitly accepted by the Buyer. The Buyer's failure to accept the objections or amendments results in the Sales Agreement not being concluded.
4. If the Seller does not raise objections to the signed scan of the Sales Agreement sent by the Buyer but, within three days, sends the Buyer another signed document (e.g., an agreement or Order) containing the terms previously agreed upon, and then proceeds with the agreement's execution, the Sales Agreement is considered concluded under the terms of the Sales Agreement and GTP. Provisions contained in the document sent by the Seller are not binding unless explicitly signed by the Buyer's authorized representative, as specified in clause 3.1.

PRICE AND PAYMENT TERMS

1. The price for the Goods is determined per unit of measure or weight, or for the entire quantity of Goods, as specified in the Sales Agreement.
2. The price stated in the Sales Agreement is a net price, excluding any public law charges, particularly taxes and other fees or dues, which the Seller is separately obligated to cover under the laws of the Seller's registered office.
3. Unless otherwise specified in the Sales Agreement, the Parties agree that payment shall be made within 30 days of the Buyer receiving the Goods, but not earlier than 14 days from the receipt of a properly issued VAT invoice sent in PDF format to the Buyer's email address provided in the Sales Agreement. Payment shall be made via bank transfer to the Seller's bank account indicated on the invoice, provided the account is listed in the VAT taxpayer registry (commonly referred to as the "white list" of VAT taxpayers).
4. The Buyer has the right to make payments using the split payment mechanism in accordance with the VAT Act of March 11, 2004 (Journal of Laws of 2020, item 106, as amended) and is obligated to use split payment if the Goods are listed in Appendix 15 to the VAT Act.

5. The Seller declares that the bank account listed on the invoice is eligible for split payment and is registered in the electronic registry of entities mentioned in Article 96b(1) of the VAT Act, if applicable.
6. Payment is considered completed when the Buyer's bank account is debited with the transfer amount.
7. In case of the Seller's delay in delivering the Goods or part thereof, the Buyer, while retaining the right to other remedies provided by law and to claim damages, may take one or more of the following actions:
 - 7.1. Suspend performance of any obligations towards the Seller, including withholding payment or fulfilling other obligations arising from any sales or related agreements, until the Seller delivers the Goods in full;
 - 7.2. Charge a contractual penalty of 0.5% of the net price for the undelivered quantity of Goods per day of delay, up to a maximum of 15% of the net price;
 - 7.3. Procure the Goods from a third party at market prices and notify the Seller, retaining the right to claim damages from the Seller.
8. If the delay described above exceeds five days, the Buyer is also entitled to terminate the Sales Agreement, wholly or partially, without granting an additional deadline, while retaining the right to claim:
 - 8.1. Contractual penalties for the entire delay up to the termination date;
 - 8.2. An additional penalty of 10% of the net price of the undelivered Goods or the total Goods price due to the Seller's failure to perform the Sales Agreement, leading to its termination.
9. Payment of contractual penalties does not deprive the Buyer of the right to claim damages exceeding the penalties on general terms. This right can be exercised within 180 days of the delay.
10. Filing a complaint releases the Buyer from the obligation to pay for the portion of the Goods subject to the complaint until the Parties determine the final quantity and value of non-defective Goods to be sold.
11. The Buyer has the right to offset any of its receivables, whether due or not, against the Seller's receivables arising from the Sales Agreement. Such offsetting requires only documentary form and can be sent electronically to the Seller's email address provided in the Sales Agreement.
12. The Seller may not offset any of its receivables against the Buyer's receivables without the prior written consent of the Buyer.

DELIVERY AND TRANSPORT OF GOODS

1. When determining the terms of delivery and transport in international transactions, the Parties shall use the International Chamber of Commerce (ICC) Incoterms 2020. These rules shall apply correspondingly to domestic transactions, unless otherwise specified in the GTP or the Sales Agreement.
2. If the Parties do not specify which Incoterms 2020 rule applies in the Sales Agreement, the Parties agree to apply the FCA (Free Carrier) rule.
3. No later than at the time of delivery, the Seller shall provide the Buyer or the carrier authorized by the Buyer with original documents specified in the Sales Agreement and any additional documents requested by the Buyer.
4. The Buyer is entitled to request additional documents not listed in the Sales Agreement, especially if required by authorities for transporting or marketing the Goods. The Seller agrees to

provide such documents promptly and no later than at the time of delivery or within three days of the request if made after delivery.

5. For clarity, the application of the FCA rule does not exempt the Seller from the obligation to provide documents per clauses 5.3 and 5.4.
6. At the time of delivery, the shelf life of the Goods must be at least 80% of their total shelf life.

COMPLAINTS

1. In case of complaints about the Goods:
 - 1.1. Regarding physical defects related to the quality of the Goods, which are discovered after receipt by the Buyer, the Buyer may, at the Seller's expense, have the Goods tested in a reputable laboratory (e.g., Eurofins, J.S. Hamilton, SGS, or their legal successors) if the testing falls within the laboratory's accreditation scope. The provisions of Article 563 §1 and §2 of the Civil Code shall not apply.
 - 1.2. Regarding other physical defects of the Goods, such as packaging or quantity discrepancies, it suffices for the Buyer to inform the Seller about the defects. The provisions of Article 563 §1 and §2 of the Civil Code shall not apply.
2. In cases described in clause 6.1(a), the Parties agree that the results of tests conducted at the Buyer's request are final and binding, provided the samples are taken by a laboratory representative following the laboratory's sampling procedures. It is presumed that the defect or its cause existed in the Goods at the time of their delivery to the Buyer, their designated person, or the carrier. If the laboratory test result includes a margin of uncertainty (error), it will not be considered when determining the validity of the complaint.
3. Subject to clause 6.4, the Seller shall resolve the complaint and inform the Buyer of its position via email to the address provided in the Sales Agreement within three business days of receiving the test results mentioned in clause 6.2. If the Seller fails to meet this deadline, the complaint is considered fully accepted.
4. If the test results mentioned in clause 6.2 indicate defects affecting at least 10% of the quantity of the Goods, the Buyer is entitled to terminate the Sales Agreement in its entirety. Otherwise, the right to terminate applies only to the defective part of the Goods. Upon termination of the Sales Agreement in whole or in part, the Seller must collect the Goods at their own expense from the location specified by the Buyer within five days of the termination declaration. The declaration of termination must be in documentary form and can be made within 180 days of the deadline mentioned in clause 6.3. If the Seller fails to collect the Goods within this period, the Buyer may sell the defective Goods on the open market or dispose of them at their discretion, subsequently informing the Seller. In such cases, the Buyer is entitled to claim damages, considering the actual price obtained for the Goods.

CONFIDENTIALITY

1. The Seller agrees to treat all information provided by the Buyer during negotiations and cooperation, including information about the Buyer, the negotiation process, and the concluded Sales Agreement (particularly pricing) and its execution, as the Buyer's confidential information. Confidential information does not include publicly available or widely known information prior to its disclosure to the Seller.

FINAL PROVISIONS

1. These GTP, their interpretation, and the interpretation of all obligations arising from the GTP, the Sales Agreement, and any related documents shall be governed by the laws of the Republic of Poland, regardless of conflict-of-law principles. The Parties expressly exclude the application of

the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980.

2. In case of disputes regarding the conclusion, performance, or termination of the Sales Agreement, including the interpretation of the GTP, Sales Agreement, and related documents, the Parties shall first attempt an amicable resolution. The Party initiating the dispute must send the other Party a detailed description of the dispute and its value via email to the address provided in the Sales Agreement. If no agreement is reached within 30 days, either Party may pursue legal action. The competent court will be exclusively the common court in Poland with jurisdiction over the Buyer's registered office.
3. If any provision of the GTP is deemed invalid, ineffective, or unenforceable, the Parties shall agree on a substitute provision acceptable to both Parties. This does not affect the validity or enforceability of the remaining provisions of the GTP.