

§1 GLOSSARY

1. In the present document the following abbreviations have been used:
 - a. OWZ - General Terms and Conditions of Purchase
 - 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 – 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 selling of Goods to Purchasing Party as part of their business activity,
 - b. Purchasing Party – Nutri Partners, Sp. z o.o., seat address: ul.Krajobrazowa 13/5, 35-119 Rzeszów, entered in the register of entrepreneurs: Krajowy Rejestr Sądowy which is run by court: Sąd Rejonowy w Rzeszowie, XII Wydział Gospodarczy Krajowego Rejestru Sądowego at No.: KRS 0001146025, tax ID: NIP 8133925741, initial capital: PLN 5000,
 - c. Party/Parties – Purchasing Party or Selling Party or Purchasing Party and Selling Party,
 - d. Purchasing Party's Customer – a third party for which Purchasing Party carries out selling of Goods that have been purchased on the basis of Purchase Contract,
 - e. 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 and includes the annotation Offer,
 - f. Purchase Order – a declaration of will to purchase Goods submitted by Purchasing Party to Selling Party in a document form which includes approving by Purchasing Party the Essential Terms and Conditions of Purchase,
 - g. Purchase Contract – an agreement entered into with the use of Purchasing Party's form Purchase Contract in a document form which defines in particular the Essential Terms and Conditions of Purchase on the basis of which Selling Party sells Goods to Purchasing Party and Purchasing Party obliges themselves to pay price for the Goods,
 - h. Goods – a defined product which is the subject of Purchase Contract,
 - i. 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 by Purchasing Party or Purchasing Party's Customer,
 - j. Purchase Contract Subject to Sample – a conditional Purchase Contract which stipulates the verification of the sample. This means that Purchase Contract may be terminated if Purchasing Party or Purchasing Party's Customer reject the sample within 7 workdays from the date of its reception,
 - k. Essential Terms and Conditions of Purchase – Goods (description of goods), amount, price, terms and conditions of payment, terms and conditions of delivery,
 - l. Workdays – days from Monday to Friday excluding bank holidays in the area of the Republic of Poland
 - m. Provisional Invoice – an invoice issued by Selling Party in order to facilitate a partial payment or a full payment for Goods by Purchasing Party before their delivery in the situation when the delivery of Goods is meant to be carried out in the same month in which the payment has been done,
 - n. Invoice – an invoice issued by Selling Party that is a document which is a proof of the sale of Goods,
 - o. Delivery Documents – documents which enable the identification of the delivery, quality and quantity control of the delivered Goods as well as correct reception, storage and usage of Goods. They include, in particular transport document, delivery document which includes the date and number of Purchase Order defining

the type and amount of delivered Goods, shipment document which includes the number weight, measurements and contents of packages, including packing list and CMR, and instruction for the driver in writing consistent with the ADR requirements (as long as Goods are the subject of these requirements), current quality specification (SDS document) in the Polish language, material certificates, certificates of analyses, tests and acceptance required by the legal regulations binding in Poland and in the European Union, conformity declarations and other documents confirming the quality of Goods, an instruction of correct storage of Goods unless it is not contained in other documents of the delivery and in the case of import – documents necessary to apply preference/reduced customs rates and other documents required in relation to the import also all and any other documents agreed upon by Parties or required by the law,

- p. Confidential Information - any information that refers to Purchasing Party and the business activity which is run by them which Selling Party may possess or get into possession in relation to the negotiations or signing and performing the Purchase Contract. Such information includes in particular Selling Party's activity, trade information that refers to Purchasing Party's customers and contractors as well as any information that comprises trade and business secret of Purchasing Party 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 defining identification of the person submitting 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. The following are not treated as such the war or any military activities in the area of Ukraine, Russia, Belarus, the Covid pandemic, introduction of sanctions, bans or restrictions in commercial exchanges, export or import of goods, any changes in the binding regulations of law.

§2

GENERAL TERMS AND CONDITIONS

1. The present OWZ:
 - a. comprise an integral part of any Purchase Contract regardless of whether the Purchase Contract clearly refers to them,
 - b. can be applied to all and any Purchase Contracts signed by Purchasing Party as well as to negotiations, Offers and Purchase Orders prior to their signing,
 - c. have priority before general terms and conditions of purchase, regulations or other contractual master documents applied by Selling Party,
 - d. can be suitably modified in the text of a particular Purchase Contract. Parties may clearly exclude applying the whole document or certain sections of the OWZ. Such exclusion requires a document form under the pain of nullity and refers exclusively to the Purchase Contract in which it has been done,
 - e. can be modified and changed by Purchasing Party at any time with the result ex nunc - for the future, yet such modifications have no application to Purchase Contracts already signed.
2. The OWZ find application to Purchase Contracts signed during their binding time.
3. The fact of not executing certain rights that result from the OWZ by Purchasing Party or any binding legal regulations does not mean waving these rights neither in whole nor in part or does not deprive Purchasing Party of any right to pursue claims potentially related to them in the future.
4. OWZ are published in a document form on the Internet site of Purchasing Party and are available for downloading. Due to this fact Purchasing Party is exempt from the obligation to serve Selling Party with the OWZ. In order to fulfil the obligation to serve its contents it is enough to refer Selling Party to the Internet site of Purchasing Party.

5. Decisions described in the Purchase Contract signed by Parties have priority before OWZ and OWZ are applied in a complimentary way in a situation in which the Purchase Contract does not include suitable regulations.
6. In a situation when a contradiction arises between the contents of Purchase Contract and OWZ, the decisions included in Purchase Contract have priority.
7. Resolutions of Purchase Contract can be changed only in the document form under the pain of nullity, following the agreement of both Parties.
8. Purchasing Party does not bear any responsibility for any printing errors, accounting errors or any other obvious mistakes that may be found in Purchase Order or Purchase Contract.

§ 3

SIGNING THE CONTRACT

1. Parties get in contact via electronic mail, by telephone or through the contact form found on the internet side of Purchasing Party. Selling Party provides Purchasing Party with Purchase Offer in a document form including the Essential Terms and Conditions of Order.
2. Purchasing Party provide Selling Party with an Order in a document form and sends them a scan of a form of Purchase Contract signed by them.
3. Purchase Contract is deemed signed when Selling Party sends back to Purchasing 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 Purchasing Party. Until the contract is signed Purchasing Party has the right to change or revoke the Purchase Order without any negative consequences for them or for their customer.
4. If Purchase Contract is not signed for reasons other than Purchasing Party's fault, Selling Party are obliged to reimburse all and any costs borne by Purchasing Party related to the Purchase Order.
5. Changing the Purchase Order, supplementing or revoking the Purchase Order by Purchasing Party as well as the changes of terms and conditions of the Purchase Contract require a document form under the pain of nullity. Any change or supplementation of the Purchase Order by Selling Party requires Purchasing Party's consent who can accept such change or supplementation within 3 days of receiving it in a document form. No response from Purchasing Party in a document form within this period of time equals the lack of agreement on Purchasing Party's side for the change or supplementation of the Purchase Order. Cancelling the Purchase Order by Selling Party is unacceptable.
6. In order to make signing of the Purchase 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 a proxy and then sending back in the document form via email a signed scan to the addresses of Purchasing Party and Selling Party provided in the Purchase Contract.
7. Selling Party declare that the person that is signing the Purchase Contract as well as the person accepting the Purchase Order or submitting a Purchase Offer have been authorised to represent Selling Party. If it turns out that such person does not have a suitable authorisation, it is Selling Party that bear all the negative consequences that result from the fact, including and in particular, Purchasing Party are entitled to demand from Selling Party to fulfil the service or execute the responsibilities that result from the signed Purchase Contract unless Selling Party have not done their best to eliminate such situations, for example, have not taken care to have returned all the letters of representation, advertisement materials, business cards and any other documents that the person passing for Selling 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.
8. If, before submitting a particular Purchase Order, Purchasing Party have already purchased from Selling Party same Goods as the ones included in the current Purchase

Order, Selling Party are obliged to advise Purchasing Party about potential changes in the quality of Goods, changes of the process of manufacturing or any other process which may have influence on Goods. Such information should be passed on to Purchasing Party in a document form not later than 24 hours before signing the Purchase Contract. In such situation Purchasing Party may also cancel the Purchase Order without any negative consequences to them or to their Customer.

9. If Goods are subject to any fees or any taxes that result from legal regulations, Selling Party are obliged to advise Purchasing Party about this fact before accepting the Purchase Order providing them with estimated amount of the fee or tax and if Goods are subject to excise tax – the CN code. If there is no suitable information provided or the information is incorrect, Selling Party are obliged to cover the cost borne by Purchasing Party, including the equivalent of all the fees or taxes covered in such case by Purchasing Party within 3 days of the date they were paid.
10. The place of execution of Purchase Contract and carrying out all services that result from it are defined in the Purchase Contract's Incoterms regulations.
11. Purchasing Party buy Goods in order to resell them to their Customer. Due to this fact Purchasing Party have a contractual right to withdraw from Purchase Contract within 7 days of signing it. In a situation of withdrawing from the contract, Purchasing Party shall provide Selling Party with a suitable declaration in writing. In the situation that Purchasing Party decide to exercise their right to withdraw, Selling Party are not entitled to any damages, either from Purchasing Party or from their Customer. Selling Party are only entitled to demand the delivered Goods be returned to them, either from Purchasing Party or from their Customer (depending on which of them is in possession of Goods). Selling Party are not entitled to claim any reimbursement of the cost of delivery or any other cost borne in relation to Goods' delivery as long as Selling Party reimburse all and any costs borne by Purchasing Party and their Customer in relation to Goods' delivery, also their price paid by them for Goods.
12. The above conditions do not breach the resolutions contained in §7, including terms and conditions, entitlements 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 Purchase Contract.
2. The price provided in Purchase 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, customs duties or any similar public charges, Selling Party have no 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 a particular Purchase Contract) will be applied.
4. If the delivery is within the area of the European Union depending on the accepted INCOTERMS conditions as well as the country of origin of Selling Party, Selling Party are obliged to meet the requirements which result from the legal regulations of the European Union, in particular as refers to the VAT and the excise tax.
5. Parties agree that the payment shall be executed within 30 days of receiving Goods by Purchasing Party without any comments on the side of Purchasing Party or their Customer. Yet, it is not expected earlier than 14 days of receiving a correctly issued invoice sent by Selling Party in the PDF form at the email address of Purchasing Party provided in Purchase Contract. The payment shall be executed via a bank transfer to the bank account of Selling Party provided in the invoice.
6. Purchasing Party has the right to carry out the payment with the use of the split payment which results from the act of law about VAT dated 11th March 2004 (full text in journal of

laws: [Dz.U.2020, poz.106]as amended) and are obliged to apply the split payment method if Goods are mentioned in Annex 15 of the act of law on VAT.

7. Payment is deemed executed in the moment of debiting the bank account of Purchasing Party.
8. Purchasing Party shall cover the cost of bank transfer charged only by the bank which runs the account of Purchasing Party. All and any other costs of the transfer, in particular the cost of correspondent banks and the costs of the bank in which Selling Party have their account, are covered by Selling Party.
9. 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 NBP on the day preceding the day of issuing the invoice or the provisional invoice.
10. In the case of late delivery of Goods or their part from Selling Party, yet without any comments on the side of Purchasing Party or Purchasing Party's Customer, Purchasing Party, regardless of the entitlements that result from the regulations of law commonly binding or those resulting from other conditions of OWZ, including the right to claim damages, may:
 - a. suspend carrying out the responsibilities which result from Purchase Contract or from OWZ until receiving the whole delivery of Goods, including suspend paying the price for Goods,
 - b. charge a contractual penalty in the amount of 0.5% of the net price for every day of delay in the delivery, up to maximum amount of 15% of the net price for Goods, or
 - c. purchase the Goods ordered with Selling Party from any third party for a suitable price and advise Selling Party about this fact retaining the right to claim damages from Selling Party including the equivalent of the amount which is the difference between the price from Purchase Contract and the price paid by Purchasing Party to a third party.
11. If the delay in the delivery exceeds 7 days Purchasing Party are also entitled to terminate Purchase Contract in the whole or in part and charge a contractual penalty in the amount of 20% of the net price for Goods. They are also entitled to claim damages under general rules which would exceed the contractual penalty. Termination of the contract is exercised through a declaration submitted in a document form.
12. Filing a complaint to Selling Party by Purchasing Party, which may also be related to the complaint filed to Purchasing Party by their Customer, exempts Purchasing Party from the responsibility to pay for part of the Goods which: is not included in the complaint until the time Parties find out the final amount and value of Goods free from any faults, is included in the complaint until the time Selling Party meet the demands of Purchasing Party related to Goods included in the complaint.
13. Purchasing Party are entitled to deduct their liabilities both due and undue from Selling Party's liabilities which result from Purchase Contract. Such deduction requires a document form.
14. Selling Party are not entitled to deduct any liabilities due to them from the liabilities of Purchasing Party without prior consent of Purchasing Party in writing.

§ 5

DELIVERY AND TRANSPORT OF GOODS

1. Delivery of Goods takes place in accordance with the conditions described in Purchase Contract as well as in OWZ.
2. While deciding about the conditions of delivery and transport of Goods, including the cost of delivery, insurance and packaging, Parties apply INCOTERMS for the international transactions in the version as of the date of signing Purchase Contract and these principles have corresponding application to home transactions unless OWZ or Purchase Contract decide otherwise.
3. If Parties do not define in Purchase Contract which INCOTERMS regulation is applicable, the FCA (Free Carrier) regulation is applied. Applying this regulation does not exempt Selling Party from providing the delivery documents as required by Purchasing Party.

4. If the delivery takes place in the area of the European Union, Selling Party are obliged to meet the requirements which result from the legal regulations of the European Union, INTRASTAT in particular.
5. Selling Party are obliged to meet 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 as well as those documents which are required by Purchasing Party.
6. Not later than at the moment of delivery Selling Party shall provide Purchasing Party or a carrier authorised by Purchasing Party the originals of documents described in Purchase Contract as well as any other documents required by Purchasing Party.
7. Purchasing Party are entitled to demand additional documents not described in Purchase Contract, especially such ones which are required by the authorities in relation to transport or turnover of Goods. Selling Party oblige themselves to provide such documents immediately and not later than at the moment of delivery or within 3 days from the moment of the demand if it has been submitted after the delivery.
8. Purchasing Party are obliged to collect Goods at the time and in the place defined in Purchase Contract and to authorise suitably a person carrying out the reception in their name.
9. In the case of the reception of Goods by Purchasing Party in person:
 - a. not later than 7 days before planned date of giving out Goods Selling Party shall pass to Purchasing Party information about the conditions which Purchasing Party or their agent (including carrier) should meet in order to collect Goods, in particular they shall provide the description of the vehicle which will be used for transport, driver's powers, required documents,
 - b. not later than one day before planned date of giving out Goods Purchasing Party shall send to Selling Party, in a document form, information referring to the method of collection of Goods including estimated time of collection as well as information about the vehicle that is to be used to collect Goods.
10. Not later than on the day of loading Goods, in accordance with the settled INCOTERMS regulation, Selling Party shall hand over to Purchasing Party the documents of delivery.
11. If Selling Party fail to provide the documents of delivery, Purchasing Party are entitled to refuse to collect Goods and the delivery shall be deemed not executed due to reasons on the side of Selling Party.
12. Goods should be delivered in commonly accepted packaging which secures Goods during transport and is in accordance with potential instructions from Purchasing Party or carrier.
13. If Goods are imported by Purchasing Party, Selling Party are responsible for proper preparation of documents necessary to carry out the procedure of admitting Goods to turnover in the area of the European Union, in accordance with binding regulations. In the case of Goods exported by Purchasing Party outside the area of the European Union, Selling Party are responsible for proper preparation of documents necessary to carry out the procedure of admitting Goods to turnover in the customs area in the place of planned delivery by Purchasing Party outside the area of the European Union, in accordance with binding regulations.
14. At the moment of delivery the expiry date of Goods must be at least 80% of the whole expiry period of Goods.
15. Delivery should be carried out in whole within 7 days from signing Purchase Contract. The date of delivery means the day on which Goods are deemed delivered with no comments on the side of Purchasing Party, according to settled INCOTERMS regulation as of the date of filing the Purchase Order.
16. A delivery before the set date may only take place following the consent from Purchasing Party expressed in a document form with the stipulation that if the date of payment depends on the date of delivery, then the date shall be calculated from the date of delivery as defined in Purchase Contract and not from the actual date of delivery.

17. Selling Party are obliged to advise Purchasing Party, in a document form, about any situation that may influence a timely delivery, which does not exempt Selling Party from the responsibility for delayed delivery.
18. On collection Purchasing Party are exempt from verifying the compliance of Goods with the contract, including the condition and quality of Goods and, in particular, they are exempt from checking whether Goods have not been damaged or have been delivered in a suitable quantity. Purchasing Party will only verify whether Goods have been delivered in proper, intact packaging, whether they bear necessary labels and whether required documents have been attached, and only then they will pass potential comments to Selling Party. If they notice any irregularities Purchasing Party may refuse to receive Goods, which will be equal to failed delivery. In the case of any complaints related to Goods reported by Purchasing Party or their Customer for reasons that lie on the side of Selling Party, including any faults of Goods, Purchasing Party, apart from the rights that result from §4 and §8, shall be entitled to demand from Selling Party to cover full insurance damages including any costs related to transport of Goods from Purchasing Party's Customer or from Purchasing Party. Selling Party oblige themselves to cover full damages within 3 days of receiving the call from Purchasing Party in a document form. If Selling Party fail to fulfil this duty timely, they authorise Purchasing Party irrevocably to deduct Purchasing Party's receivables due to full damages with the price for Goods due to Selling Party.

§ 6

OWNERSHIP OF GOODS

Ownership of Goods passes from Selling Party onto Purchasing Party at the moment Goods are collected by Purchasing Party.

§ 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 Purchase Contract, Selling Party shall pass, at the request of Purchasing Party, samples in order to be examined by Purchasing Party or their Customer to evaluate the quality and compliance of Goods with Selling Party's Offer.
2. In order to pass samples to Purchasing Party or their Customer Parties decide about the following information and Purchasing Party include it 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 free of charge unless it has been stipulated otherwise in a declaration of consent to the conditions of Offer.
4. Payment for the samples is subject to advanced payment towards the price of Goods unless it has been stipulated otherwise in a declaration of consent to the conditions of Offer.
5. Passing the sample 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 contract of Subject to Sample sale Selling Party shall deliver a sample of Goods to Purchasing Party. Sections 3 and 4 above shall be applied respectively.
8. Purchasing Party or their Customer shall evaluate the sample and Purchasing Party shall advise Selling Party in a document form about the acceptance or rejection of the sample within 21 days workdays from its reception.
9. No response within the period provided above will be equal to rejection 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 and without any negative consequences for Purchasing Party or their Customer.

§ 8

SELLING PARTY'S RESPONSIBILITY, COMPLAINTS AND GUARANTEES

1. Selling Party guarantee that Goods are compliant with the conditions described in the Purchase Contract, in particular with the quality specification, is suitable for use for the purpose that has been provided for in the Purchase Contract, is free from any fault and may be allowed to turnover in the area of the European Union and Poland.
2. Selling Party are responsible for any damage that may potentially result during transport of Goods caused in particular by pollution of the vehicle, incorrect preparation of the vehicle or incorrect preparation of Goods for transport.
3. Selling Party declare they are aware and accept the fact that Purchasing Party is not end user of Goods in relation to which Purchasing Party do not carry out the examination of Goods on reception which has no influence on the rights that result from the warranty for faults of Goods. Collecting Goods by Purchasing Party does not exempt Selling Party from any responsibility and in particular responsibility due to faults of Goods or responsibility for improper execution of Purchase Contract.
4. Purchasing Party are entitled to file a complaint in a document form as to the compliance of Goods with the Sale Contract and Offer, including complaints about the quality and quantity of Goods. The complaint has to be filed not longer than 14 days from finding out about it. Purchasing Party get to know this information in particular by being informed by their Customer.
5. If Purchasing Party or their Customer discover any physical faults of Goods related to the quality, Purchasing Party may, at the cost of Selling Party, commission an examination of Goods by a laboratory.
6. Parties agree that the results of examinations carried out at Purchasing Party's demand are final and binding on condition the samples have been taken by a laboratory representative in accordance with all the procedures about taking samples. A default assumption is that the fault or its cause was present in Goods at the moment of their delivery to Purchasing Party or to their agent or carrier. If the result of the laboratory examination contains any margin of error, it will not be taken into consideration at deciding about the validity of the complaint.
7. In the case of discovering any other faults of Goods, such as incorrect packaging or incorrect quantity of Goods, it is enough for Purchasing Party to advise Selling Party about their discovery without any necessity to commission any examinations. Directives art.563 §1 and §2 of Civil Code are not applicable here.
8. In the case any faults of Goods are discovered, apart from all the rights that result from commonly accepted legal regulations or resulting from other conditions contained in OWZ, Purchasing Party are entitled to the following, at their discretion:
 - a. demand the faults be removed immediately,
 - b. have Goods replaced for those free of faults,
 - c. decrease the price for Goods
 - d. terminate the Contract. Purchasing Party may terminate the Contract even in the situation of the fault being negligible. Purchasing Party may terminate the Contract as a whole even when only a part of Goods is faulty and can be separated from Goods free of faults.
9. After filing the demand described in letters a-b above or after terminating the Purchase Contract, Selling Party are obliged to collect Goods at their own expense from a location defined by Purchasing Party within 7 days from receiving a suitable declaration filed by Purchasing Party in document form. If Selling Party fail to collect Goods in this period of time, Purchasing Party may sell Goods in free market or utilise it at their own discretion, later advising Selling Party about the fact. In such cases Purchasing Party are entitled to

claim damages, including to demand to cover the difference between the real price received for Goods or for their disposal and the price agreed upon in the Purchase Contract.

10. Selling Party shall examine the complaint and advise Purchasing Party about their standpoint in a document form within 14 days from receiving the complaint and in the case of receiving laboratory test results the deadline is three workdays from their reception. If Selling Party do not meet these conditions, the complaint shall be deemed admitted in full.
11. If the complaint is admitted:
 - a. within 7 days from receiving the complaint Selling Party shall remove the fault or replace Goods in whole or in part for Goods free of faults or
 - b. Purchasing Party shall decrease the price for Goods due to a fault in such proportion in which the quality of Goods with the fault is to Goods free of faults. The choice of option depends on Purchasing Party. \
12. If Parties do not find agreement as to the validity of the complaint, the dispute shall be decided about by an independent institution chosen jointly by Parties, and in the case of disagreement, by Purchasing Party. Its decision shall be final and binding for both Parties. The cost of the verification of Goods shall be covered by Purchasing Party only in the situation in which the complaint turns out invalid. In all other cases the cost shall be covered by Selling Party.
13. Cost of returned Goods as well as the cost of repeat delivery are covered by Selling Party.
14. \Having advised Selling Party, Purchasing Party are entitled to remove the faults at their own expense including to purchase suitable Goods from a third party, at the cost and risk of Selling Party if:
 - a. they are minor ones,
 - b. removing the fault is necessary to avoid or prevent increasing damage,
 - c. have to be removed immediately or
 - d. the delay in Selling Party removing or replacing the fault exceeds 7 days.
15. Selling Party declare that they assume full responsibility, as much as the legal regulations prescribe, for any damage to person, property or the natural environment caused with the use of Goods by Purchasing Party, Purchasing Party's Customer or any other third parties that may have bought Goods from Purchasing Party or products for whose manufacturing Goods may have been used. In the case of such claims directed towards Purchasing Party Selling Party oblige themselves to undertake suitable legal actions providing proper protection for Purchasing Party, aimed at exempting Purchasing Party from any responsibility due to this. If any third party decides to claim their rights in court against Purchasing Party, Selling Party are obliged to assist in the process on the side of Purchasing Party and undertake all and any actions in order to exempt Purchasing Party from taking part in the case. Apart from this, Selling Party are obliged to repair the damage on the side of Purchasing Party in relation to the claims from third parties, including to pay damages and court fees covered by Purchasing Party as well as the cost of employing a representation.
16. Selling Party shall issue Purchasing Party a guarantee on Goods. As part of such guarantee Selling Party oblige themselves to return the price of Goods in the case when Goods delivered in whole or in part are faulty or replace faulty Goods in whole or in part or decrease the price in such proportion in which faulty Goods stand to the Goods free of faults. The choice depends on Purchasing Party.
17. Selling Party guarantee, inter alia, that:
 - a. purchasing, storing, using, offering for sale or selling Goods by Purchasing Party does not breach any patent law, trademark, registered utility design or industrial one, any copyright, know-how or any other rights of third parties.
 - b. Goods belong to them and are not subject to any execution procedure, lien rights or are not encumbered in any other way. Their sale is not restricted in any way and also that selling Goods for the benefit of Purchasing Party does not render it, in whole or in part, impossible to bring satisfaction to any third party's claim or does not pose any damage to Selling Party's creditors.

18. Selling Party assume the full responsibility, as allowed by the law, for any damage to the rights of third parties which are described in OWZ and exempts Purchasing Party of this responsibility. Selling Party are obliged to repair the damage borne by Purchasing Party in relation to the claims of third parties, including to pay damages, court fees, the cost of representation as long as the damage is caused by faulty Goods or failure to execute or unsuitable execution of the Contract by Selling Party.
19. In the case Goods are the subject of claims for breaching any rights of third parties, Selling Party, by the choice of Purchasing Party, as fast as possible, shall obtain for Purchasing Party the right to store, use, offer for sale and sell Goods or replace Goods so that the situation of threat of breaching or of breaching ceases. The replacement of Goods must not result in decreasing their functional quality or fitness.

§ 9

FORCE MAJEURE

1. Selling Party do not bear any responsibility for any delays, in particular in shipment and delivery or any breach, 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 at the moment of signing the Sale Contract caused by a Force Majeure.
2. Selling Party are obliged to immediately advise Purchasing Party about the fact of Force Majeure appearance and its predicted influence on the execution of the Sale Contract.
3. 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 Purchasing Party during negotiations and cooperation, including any details related to Purchasing Party, their policy, the process of negotiations, the contents of Purchase 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 Selling Party.
3. Selling Party are obliged to keep confidential information in secret.
4. Selling 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 Purchasing Party expressed in writing.
5. Responsibility to keep information confidential is binding until the information loses its confidential character unless Purchasing Party, through a declaration expressed in writing, exempts Selling Party from keeping this responsibility.
6. Any technical data, information related to structure, technology, plans, projects and any other documents provided by Purchasing Party to Selling Party in order to execute the Contract Selling Party may only use for this particular purpose and are not authorised to make them available to any other third party without prior consent of Purchasing Party.

§ 11

FINAL RESOLUTIONS

1. Explanation of the decisions included in OWZ, Purchase 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 OWZ turns out to be invalid, it does not result in the whole OWZ being invalid or Purchase Contract being invalid, and Parties shall issue a substitutionary decision.

4. Competent court for the case shall be the court appropriate for the seat of Purchasing Party.
5. Selling Party grant consent for the transfer of debts due to Purchasing Party from Selling Party be made for the benefit of third parties.
6. Selling Party may not transfer rights or responsibilities that result from Purchase Contract to any third party without the prior consent from Purchasing Party expressed in a document form under the pain of nullity.
7. Information about processing personal data and information in relation to signing and executing the Purchase Contract can be found on the internet site of Purchasing Party.
8. Any correspondence between Parties requires the document form and is carried out via electronic mail.
9. In a situation that Purchasing Party have their seat outside the borders of the Republic 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.
10. Parties decide to choose the Polish law as competent law.
11. The current OWS become valid on the day of their publication.