

DEFINITIONS

1. **GTS** – these General Terms of Sale;
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: identification (name) and quantity of the Goods, price, delivery, and payment terms;
3. **Seller** – Nutri Partners Sp. z o.o., registered office address: Krajobrazowa str. 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. **Buyer** – 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 purchases Goods from the Seller under the terms specified in the Sales Agreement and GTS;
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 Seller’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 GTS are an integral part of every Sales Agreement, regardless of whether the Sales Agreement explicitly refers to these GTS.
2. The Parties are bound solely by the Sales Agreement and GTS. The provisions contained in the Sales Agreement and GTS 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 Buyer, trade chambers, commodity exchanges, etc., even if the Buyer 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 clauses 2.4 and 4, the provisions of the GTS 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 GTS, the provisions of the Sales Agreement shall prevail.
5. The Seller reserves the right to modify the GTS at any time; however, such modifications do not apply to Sales Agreements already concluded. The GTS applicable to specific Sales Agreements are those in effect on the date the Sales Agreement is signed by the Seller or, if no date is specified, on the date of concluding the Sales Agreement.
6. The Seller’s failure to exercise certain rights arising from the GTS 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 Seller’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 Seller's Sales Agreement form – upon the Seller signing the form and sending it to the Buyer, without requiring the Buyer's signature on the Order;
 - 1.2. The Buyer has submitted an Order without using the Seller'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 Buyer signs and returns the Sales Agreement before the three-day period ends;
 - 1.3. The signed Sales Agreement form provided by the Seller does not match the Essential Terms of the Order (regardless of its form) – upon the Buyer signing and returning the Sales Agreement to the Seller.
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 Sales Agreement signed by the Seller 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 Buyer unless the Buyer electronically raises objections or amendments within three days of receiving the Sales Agreement from the Seller. Such objections or amendments shall bind the Parties only if explicitly accepted by the Seller. The Seller's failure to accept the objections or amendments results in the Sales Agreement not being concluded.
 4. If the Buyer does not raise objections to the signed scan of the Sales Agreement sent by the Seller but, within three days, sends the Seller 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 GTS. Provisions contained in the document sent by the Buyer are not binding unless explicitly signed by the Seller'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 Buyer is separately obligated to cover. If anti-dumping duties or similar public law charges are imposed on the Goods by relevant authorities, the Seller is entitled to increase the price by the amount of such charges.
3. Unless otherwise specified in the Sales Agreement, the Parties agree that payment must be made no later than three days before the planned loading date of the Goods into the Seller's bank account, as indicated on the invoice sent to the Buyer via email. This deadline always applies if the Buyer lacks current trade credit insurance or exceeds the credit limit granted by the insurer.
4. Payment is deemed made when the funds are credited to the Seller's bank account indicated on the invoice.
5. In case of payment delay, the Seller, retaining all other remedies provided by law and the right to claim damages, may:
 - 5.1. Suspend performance of obligations, particularly the delivery of Goods or other provisions under any agreement with the Buyer, until the total price is paid;
 - 5.2. Charge maximum interest for delay in commercial transactions on the unpaid amount for each day of delay;

- 5.3. Report the Buyer to debt registries as per applicable legal regulations.
6. If the payment delay exceeds seven days, the Seller is entitled to sell the Goods to a third party and claim damages from the Buyer if a loss is incurred. If the delay exceeds 14 days, the Seller may also terminate the Sales Agreement, wholly or partially, without granting an additional deadline. Termination requires documentary form and can be declared within 180 days of the payment deadline.
 7. Filing a complaint does not release the Buyer from the obligation to pay for the Goods in full within the agreed timeframe.
 8. The Seller is entitled to offset any receivables against the Buyer, regardless of their maturity. Offsetting requires only documentary form, sent via email to the address indicated in the Sales Agreement.
 9. The Buyer may not offset any claims against the Seller's receivables without the Seller's prior written consent.

DELIVERY AND TRANSPORT OF GOODS

1. When determining the terms of delivery and transport, the Parties shall apply the rules of the International Chamber of Commerce (Incoterms 2020) for international transactions, and these rules shall apply correspondingly to domestic transactions unless otherwise stipulated in the GTS or Sales Agreement.
2. If the Parties do not specify which Incoterms 2020 rule applies in the Sales Agreement, the Parties agree that the Delivered Duty Paid (DDP) rule will apply.
3. The Buyer is obligated to collect the Goods at the location and time specified in the Sales Agreement.
4. In case of delayed collection of the Goods by the Buyer for reasons not attributable to the Seller, the Seller has the right to:
 - 4.1. Unload the Goods at the Buyer's risk and expense;
 - 4.2. Store the Goods at the Buyer's risk and expense until collection occurs;
 - 4.3. Sell the Goods to a third party if the delay exceeds seven days, without additional authorization.
5. Additionally, the Seller may suspend performance of any obligations towards the Buyer until the collection of the Goods.
6. In case of delayed collection exceeding 14 days from the agreed date of receipt (or, if no date is specified in the Sales Agreement, the date set by the Seller), the Seller may terminate the Sales Agreement, wholly or partially, due to the Buyer's fault. Termination requires documentary form and may be declared within 180 days of the receipt date. In such cases, the Seller retains the right to:
 - 6.1. Charge a contractual penalty of 0.5% of the gross price of uncollected Goods per day of delay, up to a maximum of 15% of the gross price;
 - 6.2. Claim damages exceeding the contractual penalty.
7. In case of delayed delivery of the Goods to the Buyer due to reasons beyond the Seller's control, the Seller may, at its discretion:
 - 7.1. Terminate the Sales Agreement within seven days from the date the Goods were to be delivered; or

- 7.2. Postpone the delivery to another reasonable date within 30 days. During this period, the Buyer has no right to terminate the Sales Agreement or claim damages.
8. The Buyer must inspect the Goods upon receipt, verifying their condition, quantity, packaging, labels, and compliance with the Sales Agreement. If the Buyer does not file a complaint within the timeframe specified in Chapter 6, section 6.1 of the GTS, the Goods are considered delivered as agreed, and the Buyer forfeits the right to raise claims regarding the Goods' condition or quantity at a later date.
9. The exact quantity of Goods delivered may vary by $\pm 5\%$ of the quantity specified in the Sales Agreement, which does not constitute a breach of the agreement.
10. Upon delivery of the Goods to the Buyer, or in the case of delayed collection, on the planned delivery date specified in the Sales Agreement, the risk of accidental loss or damage to the Goods passes from the Seller to the Buyer.

LIABILITY, COMPLAINTS, AND LIMITED WARRANTY

1. Complaints regarding defects specified in Chapter 5, sections 5.7 of the GTS must be filed within three days of delivery. For other defects, the Buyer must inspect the Goods within seven days of receipt and file a complaint within seven days of discovering the defect. Complaints must be sent via email to the address specified in the Sales Agreement, under penalty of rejection.
2. Complaints must include a detailed description of the defect and documentation confirming its existence (e.g., test results from accredited laboratories). The complaint should specify the affected portion of the Goods and the claims against the Seller.
3. Complaints meeting the requirements will be reviewed by the Seller within 30 days of receipt. This period may be extended by an additional 30 days if the Seller notifies the Buyer before the initial deadline expires.
4. If explicitly stated in the Sales Agreement, the Seller may provide the Buyer with a limited warranty for the Goods, subject to the terms and duration defined by the manufacturer.
5. Warranty claims include only the right to replace defective Goods or reduce the price. The warranty is non-transferable to third parties.
6. The Seller disclaims all other guarantees or warranties regarding the quality or fitness of the Goods except those explicitly stated in the Sales Agreement.

FORCE MAJEURE

1. The Seller is not liable for delays, particularly in shipping and delivery, or for breaches, improper performance, or non-performance of contractual obligations, in whole or in part, caused by circumstances beyond the Seller's control that could not have been reasonably foreseen at the time of concluding the Sales Agreement. Such circumstances, referred to as force majeure, include but are not limited to:
 - 1.1. War (declared or undeclared), other military actions, invasion, military maneuvers, terrorist acts, mobilization, embargoes, rebellion, revolution, insurrection, military or civilian coups;
 - 1.2. Natural disasters such as earthquakes, floods, fires, tornadoes, hurricanes, or other acts of God;
 - 1.3. Strikes or other labor disputes, transportation accidents, equipment failures, road blockages, time restrictions on road, rail, or sea transport;
 - 1.4. Changes in laws, epidemics, pandemics, and other widespread diseases;
 - 1.5. Any other causes beyond the Seller's control.

2. The provisions on force majeure also apply when such circumstances occur at one of the Seller's suppliers, preventing the Seller from fulfilling its obligations under the Sales Agreement.
3. The Seller agrees to promptly notify the Buyer of the occurrence of force majeure and its anticipated impact on the performance of the Sales Agreement.

CONFIDENTIALITY

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

FINAL PROVISIONS

1. These GTS, their interpretation, and the interpretation of all obligations arising from the GTS, Sales Agreement, and any related documents are 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 arising from the conclusion, performance, or termination of the Sales Agreement, including the interpretation of the GTS, Sales Agreement, and any 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 specified in the Sales Agreement. If no resolution is reached within 30 days, either Party may pursue legal action. The competent court will be exclusively the Polish court with jurisdiction over the Seller's registered office.
3. If any provision of the GTS 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 GTS.