

GENERAL TERMS AND CONDITIONS OF RAW MATERIALS AND GOODS PURCHASE BY PROMAR PPH SP Z O.O.

§1. Definitions

- 1) **GTP** - General Terms and Conditions of Purchase set out in this document.
- 2) **Goods** - products that are the basis for commercial cooperation, where the Buyer places an order for them.
- 3) **Buyer** - means Promar PPH Sp. z o. o. with its registered office in 42-400 Zawiercie, Cerefisko 2 entered into the Register of Entrepreneurs by the District Court in Częstochowa, XVII Commercial Division of the National Court Register under KRS number: 0000063171, VAT: 1180010695, REGON: 00805267.
- 4) **Seller/Supplier** – means any entity (as understood by local and foreign entities) that is selling the Product to the Buyer.
- 5) **Party/Parties** - the Seller or the Buyer, depending on the context of the content described in GTP.
- 6) **Order** - a written document provided by the Buyer.
- 7) **Business days** - five days a week, starting from Monday to Friday (excluding public holidays).
- 8) **Collective label** - a label stuck to the collective packaging (i.e. cardboard box, pallet) which is delivered to the registered office of Promar PPH Sp. z o. o.
- 9) **T&Cs** – Terms and Conditions
- 10) **Force majeure** - an external event, independent of the party, which makes it impossible to perform contractual obligations, unforeseeable and not preventable, and if it was foreseeable, then unavoidable, which occurred after the date of conclusion of the Agreement, in particular wars, natural disasters, general strikes or strikes of entire industries, excluding strikes located only in the Supplier's plants or its sub-suppliers. etc. Difficulties in obtaining raw materials and auxiliary materials are not considered force majeure.

§2. General Provisions

- 1) These GTP regulate terms of commercial cooperation between the Buyer and the Seller. In addition, the GTC are an integral part of all purchases made commercially.
- 2) If other general T&Cs apply when concluding a commercial transaction, this GTP document shall prevail. If the Seller's general T&Cs are inconsistent

with the T&Cs contained in the GTP then they do not apply between entities that are Parties to the current commercial transaction.

- 3) Detailed transaction terms, such as: type of raw material, quantity, unit price, delivery terms (INCOTERMS 2010), payment date will be included in the Order.
- 4) The execution of the order by the Seller is equivalent to the acceptance of the detailed terms of said order, including these GTC.
- 5) By fulfilling the order, the Seller declares that the delivered item is his property, is not charged with rights for third parties and is not charged with property rights of third parties, including institutions.
- 6) Additionally the Seller, by making the goods available to the Buyers, declares that the delivered goods have been admitted to trading in the European Union.
- 7) In regards to the documents confirming the conclusion of the insurance contract - the Seller is obliged to present a document confirming their insurance contract (any type of insurance related to the performed activity) at every request of the Buyer.

§3. Order

- 1) The order must be submitted in writing and delivered electronically (email). In exceptional cases, it is allowed to submit an order orally.
- 2) Confirmation of acceptance of the order for execution must take place within 48 hours (during working days).
- 3) Confirmation of receipt of the order without objections means acceptance of the order for execution by the Supplier in accordance with its content. Any changes or additions to the conditions specified in the orders require the consent and confirmation of the Buyer.

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- 4) In the event of an order not confirmed by the Supplier within the specified time limit, the Buyer has the right not to accept the goods delivered by the Seller.
- 5) In the absence of a delivery date in the order, the Seller should immediately contact the Buyer to clarify the missing information.
- 6) days in advance about planned price increases of goods purchased by the Buyer in the last 12 months counted backwards from the date of the increase, within the 60 -day notice period, the price of the goods ordered by the Buyer will remain the same as before the related increase.
- 7) The Seller, after receiving a written request from the Buyer, is obliged to provide the manufacture place of the product purchased by the Buyer. The buyer is obliged to inform about this visit within 7 days (including public holidays). Buyers and Sellers in will bear the costs associated with this visit on their own.

§4. Terms of purchase

- 1) Detailed purchase conditions are included in the order.
The order shall include:
 - a. name of the goods
 - b. quantity of ordered goods
 - c. unit price (net)
 - d. delivery date
 - e. terms of delivery
 - f. payment date
- 2) Quality matters - i.e. specification, additional certificates, test results must be agreed before placing the order. Detailed information on the specification is included in §5 of these GTP.
- 3) The Supplier must be qualified to supply the Buyer accordingly with internal procedures within Buyer's company.
- 4) Unless otherwise agreed, the price of the goods stated in the order includes all costs related to its delivery to the Buyer, in particular the costs of transport, loading, unloading, packaging, customs duties, insurance costs and others.
- 5) In an instance where the purchased goods were offered in a foreign currency - unless there were arrangements made otherwise - the Seller is obliged to issue an invoice in PLN, converting the sale price at the average selling rate of the National Bank of Poland on the date of issuing the VAT invoice.
- 6) The Seller obliges to inform the Buyer in regular writing or by electronic means (e-mail) at least 60

§5. Technical Data Sheet / Certificate of Analysis

- 1) Before delivery of the goods, the Supplier must provide PROMAR with the current Technical Data Sheet which must be accepted by the Buyer.
- 2) List of information necessary to be included in the Technical Data Sheet:
 - Exact name of the raw material (including all letters/numbers, E code for food additives, Latin name necessary for spices)
 - Description of the raw material including detailed information such as: composition (taking into account the data on the % content of restricted substances), method of obtaining, application
 - In the case of flavourings, nomenclature must comply with Regulation 1334/2008
 - Organoleptic characteristics (colour, taste, smell, consistency)
 - Country of origin
 - Source of origin - if applicable (i.e. animal products (e.g. cow's milk, pork proteins) and type of plant.
 - Physical and chemical requirements, including:
 - Parameters in complying with regulation 231/2012 and 1881/2006 as amended
 - Humidity, Heavy metals - Cd, Pb
 - Defined limits for significant properties of the material that may affect the quality and safety

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of final products (e.g. physicochemical parameters such as pH, viscosity)

- Microbiological requirements:
 - Salmonella absent in 25g or in accordance with applicable legislation for a given raw material
 - Listeria monocytogenes
 - Total plate count
 - E.coli or coliforms
 - Yeasts and molds
 - Staphylococcus aureus
- Information on pesticides (in accordance with Regulation (EC) 396/2005 as amended)
- Allergens declaration (with an allergen card including cross-contamination)
- GMO declaration (compliance with Regulations (EC) 1829/2003 and 1830/2003)
- Declaration that the product has not been exposed to ionizing radiation.
- Declaration on the method of foreign body supervision, including detailed parameters for the detectors, sieves and filters used
- Storage conditions and expiry date
- Nutritional value according to Regulation 1169/2011, annex 13/part B
- Type of packaging with a declaration of approval for contact with food (declaration containing confirmation of compliance with Regulations 1935/2004 and 10/2011 / EC as amended)
- Confirmation of the compliance of the offered goods with EU law
- The document must be authorized by the Seller (signature, current date, company seal).

3) List of information necessary to be included in the Certificate of Analysis:

- A record confirming compliance with the approved Technical Data Sheet, enabling an unequivocal statement of compliance of the Certificate of Analysis with the Technical Data Sheet previously accepted by the Buyer.
- The exact name in accordance with the information contained in the requirements for the Specification §5 point 2
- Batch number
- Expiry date
- Results of physicochemical and microbiological tests for the delivered batch (if required in accordance with the Regulation in force for a

given Good or additional requirements of the Buyer.

- The document should contain the inscription "Document generated electronically, not requiring a signature". The lack of such record requires direct authorization, as in §5 point 2.
- If the CoA was issued by a manufacturer/distributor other than the supplier/payer of a given product, the supplier's authorization is required (stamp, signature, current date).

4) Technical Data Sheet changes:

The Seller is obliged to inform the Buyer about changes made to the Technical Data Sheets in supplied to the Buyer goods (counting a rolling year) and about changes to the Technical Data Sheets of samples delivered to the Buyer within min. 2-month period (if these changes affect the differences in physical and chemical parameters or may affect the raw material itself in a variety of ways).

In the case of less significant changes, i.e. changes that do not affect the physical and chemical parameters, the Seller is obliged to inform the Buyer about the change as soon as it is made. Notification should be made in writing or by electronic means (email). In the event that the Buyer ordered a given Good / a sample of the good, the specification of which was changed by the Seller - but the Seller, contrary to the above provisions,

did not notify the Buyer about them in advance - the Buyer has the right, at its discretion, to cancel the order, not to accept the delivered Goods or if it is accepted, return it at the expense and risk of the Seller. Implementation of an order for goods which specification has been changed by the Seller requires explicit acceptance by the Buyer.

5) Batches of Raw Materials

The Seller is obliged to make every effort to ensure that only one batch number of a given raw material is delivered to the Buyer at a time, and if this is not possible, the Seller is obliged to inform the Buyer about the number of batches, specific quantities of raw material from each batch and the best before date of the raw materials of each of these batches by sending the appropriate attestation (certificates of analysis) to the email address: zakupy@promar.pl (the above-mentioned

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information must also be obligatorily included on the WZ document and the collective label).

§6. Payment Terms

- 1) Unless stated otherwise in the order, the Seller is obliged to issue a VAT invoice with a 60-day payment deadline.
- 2) The Buyer stipulates that in the event of defects in the delivered goods, the payment period for the goods may be suspended until the non-compliance of the goods is clarified. However, the Buyer is obliged to inform the Seller immediately after noticing non-compliance with the delivered goods.
- 3) Payment is made to the bank account indicated on the invoice of the delivered goods. The day of making the payment shall be the date of submitting the transfer order by the Buyer.
- 4) The Buyer reserves the right to set off claims against the Seller with any claims for deliveries and sales.

§7. Delivery Terms

- 1) Delivery date - the Buyer requires meeting the delivery date indicated on the order document. In the case of earlier delivery, the Seller is obliged to inform the Buyer in advance and obtain his written consent for faster delivery.
- 2) Place of delivery - as specified in the order document. Unless otherwise stated, the delivery terms for ordered goods are DDP as defined in INCOTERMS 2010.
- 3) Delivery - will be carried out by the Supplier in accordance with the date and time specified in the order (if the delivery time is indicated). The completion date specified in the order is absolutely binding and is a key element of the order. Unless otherwise stated in the order, the Supplier is obliged to make the delivery on working days, between 7.00 and 20.00. In the case of delivery after 20.00, PROMAR/Buyer is not obliged to accept the delivery and does not guarantee acceptance of the Goods in this same day and the delivery date will be the next business day date.

- 4) Delays in delivery - If the Seller considers that he is unable to fulfill the order he has accepted for execution - he should immediately inform the Buyer of this fact. This information must include the reason for the delay, the expected duration of the availability problems. The Buyer, after analyzing the current stock situation, will return to the Seller with feedback. In situations where the Buyer does not find a solution for the situation, the Seller will be obliged (provided that such an indication is received from the Buyer) to organize a replacement product (with the same quality parameters). The proposed replacement product must be approved by Buyer prior to delivery.
Buyer's acceptance of a partial/delayed delivery does not constitute a waiver of Buyer's claims against Seller for delayed performance.

- 5) Documents necessary to be presented upon delivery (in paper form):
 - Certificate of Analysis (details in §5 of these GTP)
 - Waybill
 - WZ document containing the specified name and quantity of the Goods for specific serial numbers, durability date, number of packages along with an indication of the unit weight
 - Pallet document (Pallet turnover/Registry of returnable packaging)
 - Trade Identification Document (HDI) for Goods of animal origin
- 6) Documents necessary to be delivered in electronic form before delivery:
 - Documents should be sent to the email address: zakupy@promar.pl
 - The documents must be delivered no later than 2 hours before the goods delivery
 - The e-mail should be titled with the order number assigned by the Buyer, generated automatically by their system.
 - Scan of the certificate of analysis
 - A correctly issued VAT invoice (the Buyer accepts invoices issued and sent in electronic form, in accordance with the Act of 11.03.2004 on tax on goods and services (Journal of Laws 2012 item 931), if the seller guarantees the authenticity of origin, integrity of content and

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- readability of the invoice sent in electronic form)
- Truck cleaning certificate for silo deliveries with silo trucks.
 - Other documents related to the delivered goods, if requested by the Buyer.
- 7) Collective label - If there is more than 1 item in the delivery, it is necessary to have a collective label. The collective label should include:
- Name of the raw material
 - Batch number
 - Quantity (description of the quantity for specific batches)
 - Expiry date (including all batches)
 - Country of origin of the Goods
 - Manufacturer (Seller)
- 8) No documents on delivery - In an event of failure to provide documents in accordance with the requirements contained in the Buyer's GTP, the Buyer has the right (at its discretion) not to accept the Goods or store them at the expense and risk of the Seller until complete documentation is provided by the Buyer.
- 9) Minimum shelf life - must be at least 60% of the declared shelf life from the date of production, provided that the delivered goods have a full shelf life of more than 6 months. In the case of Goods with a shelf life of less than 6 months, in the case of delivery of such Goods, the minimum shelf life indicated on delivery must be 80% of the full shelf life.
- If the above conditions are not met, the Buyer has the right not to accept the Delivery. In such a situation, the Seller is obliged to deliver a new batch of Goods at its own expense.
- 10) Carrier/ Shipping - execution of orders on EXW, FCA terms (as defined by Incoterms), the Seller is also obliged to complete the formalities regarding the arrangement of correct documents for delivery (described in §7, point 5.6).
- In the absence of documents, the Buyer shall act in accordance with the information contained in §7. The Buyer reserves the right to verify the quantity of the goods and the initial qualitative assessment within 7 working days, in accordance with the procedures implemented at the Buyer's Plant.
- 11) Delivery completion conditions - A completed delivery is considered when the Buyer has confirmed the received WZ document is factual. In exceptional cases (after prior approval), a signed waybill or a stamped transport can confirm the delivery. Signing the above-mentioned documents without reservations does not mean that the Buyer will not be able to make subsequent claims regarding quantity complaints for the delivery in which such a discrepancy occurred. For foreign transactions, it is necessary to provide a CMR document. The Buyer stipulates that the payment for the delivery does not mean that the Buyer accepts the delivered Goods without reservations or that the Buyer waives the right to take legal measures to obtain the Goods in accordance with the terms of the order.
- 12) Terms of non-acceptance of delivery – the Buyer has the right to refuse acceptance of delivery and to return all or part of delivered goods in instances such as:
- Quality differing from the one accepted by the Buyer
 - The goods not meeting the conditions set out in these GTP, the order or the Agreement, improperly labeled or packaged,
 - The goods are delivered late,
 - The goods were not ordered,
 - The goods are in an amount exceeding that indicated in the order.
- 13) In an instance where as a result of exercising the rights in point 12 §7, the Buyer refused to accept the Goods, the Buyer is obliged to notify the Seller of the date on which the Seller is obliged to collect the refused goods. The Seller is obliged to collect the Goods within this period. If the Seller fails to collect the Goods within the time specified by the Buyer, the Buyer has the right - at their discretion - to return the Goods to the Seller or store them in a place of his choice, subject to the provisions of §7 point 14. A delivery that is not accepted by the Buyer will be considered as undelivered in whole or in part not accepted, and the consequence of this will be the Supplier's delay in delivery.

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- 14) Both the collection of the Goods by the Seller, the possible return of the Goods by the Buyer or the storage of the Goods in accordance with §7 point 13, is at the expense and risk of the Seller. If the Seller fails to collect the returned Goods within the time limit indicated by the Buyer, the Seller shall be charged with the costs of storing the returned

goods for the period from the date of notifying the Seller about the need to collect the returned Goods until the date of collecting the Goods / until the date of returning the Goods by the Buyer.

- 15) If the Goods are returned to the Seller, the Seller is obliged to issue and immediately deliver to the Buyer one correcting invoice for a given return. If the Buyer does not receive a correcting invoice within 14 days from the date of return, the Buyer has the right to withhold payment for the entire delivery, in which the returned Goods were located, until the correcting invoice is received.

§8. Guarantee and warranty for defects, Complaints

The Seller ensures that the delivered goods (each ones) are compliant with the date included in the Buyer's order (including the prior accepted Technical Data Sheet, delivered samples, offers made) and is not used, free from any defects (legal and physical). The Seller confirms that he knows the general purpose of the goods as used by the Buyer (food industry) and guarantees that all delivered goods can be used in food processing and are compliant with the approvals/standards issued by institutions approved on the European Union market. The seller also guarantees that the delivered product will remain free from defects for the duration of the warranty and quality guarantee of this product.

The Seller will provide a guarantee for a period equal to at least the best-before date for a given batch or 1 year, whichever is longer.

In the event of detecting non-compliance of the goods with the order or contract, the Buyer will contact the Seller (email, telephone) within 14 days from the date of detection and submit a complaint.

The seller is obliged to respond (in writing) to this within 2 business days. Lack of a response is tantamount to acceptance of the complaint submitted by the Seller. In the event of refusal to accept the complaint, the Seller must inform the Buyer in writing (accepted form: email), stating the reason for refusing to accept the complaint.

In an instance of a positively considered complaint, the Buyer may demand, at his discretion, the replacement of the goods with a defect-free ones (within 3 working days - unless the Parties agree on a different date), or demand a reduction in the

purchase price. The costs of replacement (transport) are covered by the Seller.

In the event of refusal to accept the complaint, the Buyer reserves the right to transfer the questioned goods to an independent verification unit as to the legitimacy of the complaint. The costs of remuneration of the verification body shall be borne by the Buyer only if the complaint is unjustified, and in all other cases the costs of remuneration of the verification body shall be borne by the Seller. If the complaint submitted by the Buyer is found to be justified, the Seller shall deliver the goods free from defects.

From the moment of removing the defect or delivering a new batch of goods (free from defects), the warranty period for defects and the quality guarantee starts anew.

The warranty rights in no way limit the Buyer's warranty rights (including transport costs).

The Seller ensures that the delivered product has no reservations of rights (patents, copyrights, including the know-how of an external entity) that could be infringed by the Buyer. If such a breach has occurred, all costs and damages will be transferred from the Buyer to the Seller.

§9. Responsibility of the Parties; Termination of the contract

- 1) Responsibility of the parties

The Seller is liable for any damage caused as a result of lack or improper performance of the obligation, in particular due to hidden defects of the goods, as

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well as improper transport, packaging, labeling and loading of the goods. The Seller shall be liable for any violations of the terms of the Agreement or the GTP by its employees, partners or subcontractors, as well as their equipment and materials, participating in the performance of the Agreement, and for any resulting damage.

The Buyer reserves the right to commission an independent laboratory to test the quality of the Goods delivered by the Seller in relation to the Seller's assurances regarding its properties and quality. If, as a result of the examination, it turns out that the quality or property of the Goods is not adequate, the costs of such examination will be borne by the Seller.

Once a year, the Buyer reserves the right to conduct an audit at the Seller's or have it carried out by an

independent inspection company, the purpose of which will be to check the Seller's production, packaging, storage and shipping procedures for the goods intended for the Buyer in terms of their health & safety. If, as a result of an audit, it turns out that the quality of the goods is not adequate, the costs of such examination will be borne by the Seller. In justified cases, the Buyer may conduct more frequent audits.

The Seller is obliged to obtain any permits, approvals or other documents required by the provisions of common law, allowing for the admission of the delivered goods to trading. In an absence of such documents, the Buyer has the right, at its discretion, to withdraw from the Agreement or withhold payment for the goods until receipt of the required documents. The right to withdraw from the Agreement may be exercised by the Buyer within 60 days from the date when the delivery was to be made in accordance with the terms of the order.

The Buyer prefers in the first place Sellers who have a valid certified quality management system in accordance with GFSI. The scope of certification must include raw materials that are the basis for cooperation between the Buyer and the Seller. If the Seller does not have a certified GFSI system, the Seller's approval is based on a questionnaire and

traceability test (in a case of the Seller acting as a Distributor, the Raw Material Producer is also obliged to complete the questionnaire and traceability test, unless he has a GFSI certificate in accordance with the above provisions).

2) Contractual penalties

Subject to the other provisions of the GTP, the Buyer has the right to impose a contractual penalty on the Seller for:

- delays in delivery of the goods in relation to the deadlines set in Buyer's order, calculated from the gross value of the Goods not delivered on time - 1.5% of this value for each day of delay,
- delays in delivery of the goods that were to be replaced as part of the complaint in relation to the dates specified in § 9, calculated from the gross value of the Goods not mentioned within the deadline - 1.5% of this value for each day of delay,
- delays in the Seller's delivery of all documents referred to in this document together with the Goods - calculated from the gross value of the Goods covered by a given delivery, to which all

required documents have not been attached - in the amount of 1.5% of this value for each day of delay.

- lack of information about the change of the Technical Data Sheet and failure to comply with the obligation to immediately send its current version to the Buyer in the amount of PLN 1,500 for each such case.

The Parties both agree that with a delay of more than 8 calendar days, the Buyer in addition to charging the Seller with a contractual penalty, also has the right to cancel the given order (not to accept the Goods).

Any costs arising in this respect will then be charged to the Seller, including transport costs, customs fees, etc.

The Seller bears full responsibility for damages suffered by PROMAR or its buyers and entities cooperating with it, which arose directly or indirectly due to the Goods delivered by the Supplier, in particular in the case of poor quality or

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defective Goods. The Seller undertakes to cover all costs and damages incurred by the Buyer in connection with poor quality or defectiveness of the Goods.

If the Buyer incurs additional costs as a consequence of improper Seller's performance, the Seller assumes full liability (including contractual penalties) of the Buyer towards the third party, including any claims of the third party.

If an independent laboratory finds differences between the parameters of the Goods delivered by the Seller and the parameters and properties of which the Seller assured the Buyer, the Buyer reserves the right to charge the Seller a contractual penalty in the amount of 25% of the value of the turnover between the Seller and the Buyer in the quarter preceding the date of the said study, and if it was not possible to determine the turnover from this quarter - in the amount of 25% of the value of turnover between the Seller and the Buyer in the last 12 months preceding the date of completion of the last order of the Buyer.

The contractual penalties mentioned in these GTP do not exclude the Buyer's ability to claim damages in the amount transferring the value of the reserved contractual penalties.

3) Contract Termination

The buyer has the right to terminate the contract; cancel the order if the Seller fails to fulfill its obligations under these GTC/Agreement.

The Buyer has the right to terminate the Agreement with immediate effect additionally in the following cases:

- submission of an application for declaration of bankruptcy of the Supplier
- change in the capital or ownership structure of the Supplier
- supplier's insolvency
- gross violation by the Supplier of the provisions of the Agreement or the GTC

- delays in the execution of the order by the Supplier exceeding 7 days.

In a situation where the Seller is unable to meet their obligations under the Agreement or the GTP, the Buyer has the right to indicate a third party and commission it to perform the Seller's obligations at its cost and risk, also in the event that this cost is higher than the one specified in the Agreement amount, without change to the Buyer's rights to claim damages and contractual penalties in accordance with the data contained in these GTP.

§10. Personal Data Protection, GDPR, Confidentiality

The Buyer and the Seller are obliged to process personal data in accordance with applicable regulations, including the GDPR.

The Seller is aware that all information obtained during the purchasing process, including commercial, technical and organizational conditions involving the Buyer, is classified as confidential information and may not be disclosed to a third party. This obligation does not apply to situations in which the obligation to provide information results from mandatory provisions of law.

The Seller is aware of the impossibility of using confidential information for purposes other than the main purpose - execution of the Order placed by the Buyer.

The confidentiality of the data remains valid also after the completion of the Orders or the Agreement.

§11. Final Provisions

The Parties agree that the delivery place of the goods resulting from the Order/Agreement is the Buyer's registered office located at Cerefisko 2, 42-400 Zawiercie (unless stated otherwise).

The Buyer has the right to amend the Buyer's GTP. In such a case, the existing provisions of the GTP will be binding on the parties in the

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scope of orders already placed by the Buyer, i.e. those placed in the period before the new GTP came into place. In the event of a change in the GTP, the Seller shall be bound by the new GTP upon delivery of the amended GTP. Delivery is also understood as delivery by e-mail to the Seller.

In the event of inconsistency between the provisions of the GTP and the provisions of the Agreement, the provisions of the Agreement shall prevail.

If the provisions of Polish law apply to the Buyer and the Seller, the provisions of the Convention of the New York Convention of April 11, 1980 on contracts for the international sale of goods shall apply. If the purchase transaction concerns a cross-border purchase, the possibility of applying the provisions of the Vienna Convention is not excluded.

The Seller has no right to assign the Seller's rights or obligations towards the Buyer resulting from the cooperation of the parties, including completed orders, without the Buyer's prior written consent.

In the event of non-compliance and thus invalidity of some provisions of these GTP (the effect of introducing different legal regulations), the remaining provisions shall remain valid. In the event of differences resulting from the above information, the Buyer and the Seller undertake to enter into negotiations aimed at supplementing the GTP.

Any disputes arising from the implementation of the GTP or the Agreement, the parties shall submit to the court competent for the registered office of the Buyer.

Both parties report that they respect human rights, as well as regulations on health and safety, environmental protection, labor

protection of women, young people and the disabled.

The parties shall not be liable for non-performance or improper performance of the Agreement resulting from force majeure events.

In the event of force majeure, the Parties shall enter into talks in good faith to agree on the further course of action, in particular the possible renegotiation or termination of the Agreement.