



**General Terms of Sale of
Cargill Protein Poland Sp. z o. o. with its registered seat in Słupca**

§ 1 General Provisions

1. These General Terms of Sale (hereinafter referred to as the “GTS”) stipulate rights and obligations of the parties to agreements for the sale of meat and meat products (hereinafter collectively referred to as the “Products”) where the selling party is Cargill Protein Poland Sp. z o. o. with its registered seat in Słupca, ul. Poznańska 39, 62-400 Słupca, entered into the register of entrepreneurs of the National Court Register by the District Court Poznań – Nowe Miasto i Wilda in Poznań, 9th Commercial Department of the National Court Register under KRS number: 0000087441, NIP 734-10-63-873, share capital: PLN 70,517,400.00 (seventy million five hundred seventeen thousand four hundred zloty) (hereinafter referred to as, “Cargill” or the “Seller”), and the purchaser is an entity purchasing the Products for its business purposes (hereinafter referred to as the “Purchaser”).
2. The GTS shall form an integral part of any and all agreements for the sale of the Products executed with Cargill, but where the parties agreed their rights and obligations in a separate written agreement, the provisions of such separate written agreement shall take precedence, whereas the provisions of these GTS shall apply only to the extent not regulated in the relevant agreement.
3. The Purchaser shall read the provisions of the GTS before all the essential elements of the agreement are finally agreed, upon execution of the agreement or placement of an order. The GTS are generally available at [Protein | Cargill Poland](#)
4. Where the Purchaser and Cargill are in a permanent business relationship, the application of the GTS shall be deemed accepted in all other sale agreements between the parties if no express reservation is made.
5. Cargill reserves the right to amend the GTS. Any amendments to the GTS shall be deemed confirmed if the Purchaser does not submit a written reservation within 7 days of receiving the new wording of the amended GTS in writing or by email. The terms set out in the amended GTS do not apply to orders placed by the Purchaser before receipt of the amended GTS.
6. In order to be binding, any derogation from the terms set out in the GTS shall be agreed in writing between the parties, otherwise being null and void, and the parties shall indicate the provisions of the GTS which do not apply to the relevant agreement.

§ 2 Orders

1. The agreement is deemed executed if the Purchaser placed a written order, an electronic order via EDI Comarch system or via email and Cargill accepted it. If Cargill does not confirm the acceptance of an order within 3 business days of its receipt and does not send a response notifying that it is not able to accept an order, the order shall be deemed accepted.
2. The Purchaser declares that before placing the relevant order it read the GTS presented by Cargill, accepts their content and undertakes to comply with them.
3. The Purchaser shall place orders specifying Product types and quantities, form of packaging and Incoterms 2020 terms of delivery, and the Seller, following the acceptance of an order on FCA or DAP terms, shall deliver the ordered Products to a place designated by the Purchaser. Incoterms terms shall be set out in an order.
4. In the event that: (i) the Purchaser places a defective order (namely, inconsistent with the GTS or the framework sale agreement entered into between the Purchaser and the Seller), (ii) the Seller has doubts as to the content of an order or (iii) the placed order needs to be amended, the Seller shall notify the Purchaser thereof within 3 business days of the order placement, and the Purchaser shall modify its order and send it again to the Seller. The placement of a defective order will not result in the execution of the agreement.
5. Cargill receives orders for the Products from Monday through Friday between 8:00 a.m. and 4:00 p.m. Orders placed after 12:00 shall be deemed placed on the following business day.

§ 3 Delivery of Products

1. Unless otherwise agreed between the parties, the matters concerning the delivery of the Products and the costs of their transportation to the Purchaser will be based on Incoterms 2020 FCA. In particular, the Products will be released to a carrier acting for and on behalf of the Purchaser at the place designated by the Seller. Cargill allows an option to apply, on the basis of a separate understanding (agreement) with the Purchaser, solutions concerning the transfer of risk, delivery of the Products and the costs of transport provided in Incoterms 2020 for a delivery of goods and services to the agreed place - DAP (Delivery At Place).
2. If transport is arranged by the Purchaser at its expense (in particular a delivery in line with Incoterms 2020 FCA), the Products shall be deemed delivered when they leave the Seller’s or its subcontractor’s handling facilities to be loaded to the vehicles arranged by the Purchaser. If transport is arranged by the Seller and at its expense (in particular a delivery in line with Incoterms 2020 DAP), the Products shall be deemed delivered at the time the vehicles transporting the Products are set for unloading at the agreed place of delivery.
3. The Purchaser shall collect the Products within the timeframe and in the manner specified in the agreement.
4. All risks of Product loss, deterioration of its quality, as well as all transport-related costs and an obligation to insure the Products shall convey to the Purchaser upon delivery referred to in Clause 2 above, and if the Purchaser fails to collect or accept the Products – from the date originally agreed as the date of delivery of the relevant batch of the Products.
5. An order execution date will be, in each case, agreed between the parties at the time of placing an order. If the Seller is not able to execute an order within the agreed timeframe for reasons beyond its control, it shall immediately notify the Purchaser in writing or by email of the situation and of the new date of delivery.
6. The Purchaser shall be fully liable for a carrier acting for and on its behalf. The Purchaser shall stipulate a carrier acting for and on its behalf. Before the planned loading it shall notify the Seller by email of the carrier’s business name, registered seat and vehicle registration number. Each driver acting for the Purchaser who brings a vehicle in for loading the Products at Cargill’s facilities is obligated to present a medical record book for sanitary and epidemiological purposes or a medical certification confirming health condition for sanitary and epidemiological purposes, as long as the provisions of law require the relevant driver to hold such a medical record book (otherwise the driver will not be permitted to access the ramp), and to present a document confirming that the vehicle/semi-trailer was disinfected after the last load transported (otherwise the Products cannot be loaded). Cargill also reserves the right to refuse loading in a situation where although a driver presents a document confirming that the vehicle/semi-trailer was disinfected but an inspection of such vehicle/semi-trailer carried out by Cargill reveals that such disinfection procedure was not actually performed. Failure to deliver the Products resulting from a breach of the aforementioned Purchaser’s obligations shall not be considered the non-performance or undue performance of Cargill’s obligation to deliver the Products.

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7. Unless otherwise separately agreed with the Purchaser, the Seller shall specify the type of packaging and the manner in which the Products are to be packed.

§ 4 Prices

1. The parties shall agree the price of the Products and the date of payment separately for each order.
2. Offers, advertisements, price lists and other announcements concerning the Products from Cargill's commercial offer are for information purposes only and do not constitute an offer within the meaning of the Civil Code.
3. The prices set out in an order will be increased by VAT. If the prices are expressed in a foreign currency, the Purchaser will pay their equivalent in PLN, converted pursuant to Article 31 a) of the VAT Act of 11 March 2004 (Journal of Laws No. 54, Item 535 as amended).
4. Furthermore, the Seller stipulates that prices set out in price lists are prices for wholesale customers purchasing wholesale-packed products. If the Products are to be sold in smaller quantities and the wholesale packaging needs to be unpacked, the prices set out in price lists may be increased by handling costs.
5. If the Products are delivered in returnable packaging, the Purchaser will return to the Seller the same quantity of returnable packaging. The packaging should be returned on the day the Products are collected from the Seller. If the packaging is not returned on the day referred to in the preceding sentence, the Seller will issue to the Purchaser an invoice reflecting the value of the returnable packaging withheld by the Purchaser.

§ 5 Terms of Payment

1. The Purchaser shall pay the price by the deadline specified in the agreement, order or invoice, and if the payment deadline is not defined in the aforementioned manner, within 14 days from the invoice date.
2. In respect of the executed transaction the Seller will issue a VAT invoice on the date of delivery of the Products, if possible.
3. The Purchaser to whom a zero-rated VAT invoice is issued will send the Seller properly confirmed export documents (IE 599 or a confirmation of intra-Community supply of goods (an invoice, the CMR)).
4. The payment shall be deemed made when the Sellers' bank account is credited with the relevant amount.
5. Submission of a complaint about the quantity or quality of the Products shall not release the Purchaser from an obligation to pay for the supplied Products.
6. The Purchaser is not entitled to offset or assign any claims unless it obtains prior written consent from Cargill.
7. Cargill may grant the Purchaser a merchant credit. A merchant credit means that the total amount of outstanding liabilities (whether or not already payable) of the Purchaser to Cargill in respect of the sale of the Products may not exceed the amount set by Cargill.
8. Cargill reserves the right to render the granting of a merchant credit conditional upon the Purchaser furnishing a payment security in a form agreed with Cargill, in particular a blank promissory note, bank guarantee, mortgage or registered pledge.
9. In the event the Purchaser exceeds a merchant credit limit (i.e. its delay in payment of any VAT invoice results in exceeding the limit of the granted merchant credit), any Cargill's claims for payment of the price for the sold Products shall become immediately due and payable.
10. Cargill has the right to withhold deliveries under any agreements with the Purchaser if the Purchaser is in arrears with payment toward Cargill or exceeded the set merchant credit limit or if Cargill obtained corroborated information concerning a change of the Purchaser's financial standing or an impairment of its security, if any. The withholding of deliveries and releases shall be effected at the expense and risk of the Purchaser. Deliveries shall be withheld until the Purchaser pays all due receivables or an amount adequate to maintain the set merchant credit limit. Finally, in the event of delays in payments, Cargill has the right to render the supply of the Products / the relevant batch of the Products conditional upon receipt of a specific advance from the Purchaser against the price of the purchased Products, or to demand that the Purchaser adequately secure all payments to Cargill under the executed agreements.

§ 6 Product Defects

1. Cargill shall be liable under statutory warranty only on the terms set out herein. Any farther-reaching liability under statutory warranty is excluded.
2. The Seller shall be responsible for ensuring that the Products meet the quality requirements set out in the relevant order and in the applicable law. The Purchaser shall stipulate in its order specific norms and standards to be met by the Products. The Seller shall not be responsible for the Product quality parameters other than the ones set out in the relevant order or in the applicable law, and it shall not be obligated to cover extra costs resulting from the need to conduct additional tests that the Purchaser believes to be necessary in order to verify compliance of the Products with the said norms and standards, unless otherwise specified in the order.
3. In the event of visible shortages in the quantity of and visible mechanical damage to the Products the Purchaser shall immediately notify the Seller thereof by email no later than within 24 hours of receipt of the Products. The Purchaser is allowed to file a complaint if it submitted its written objections to a carrier upon receipt of the Products, after having conducted a joint examination of the Products. The Purchaser is obligated to make sure that shipping documents cover the submitted objections, otherwise the Purchaser will forfeit the rights to make quality complaints.
4. In the event of invisible shortages in the quantity of and invisible mechanical damage to the Products the Purchaser shall immediately notify the Seller thereof by email. The Purchaser is allowed to file a complaint if the Purchaser examined the Products jointly with a carrier upon receipt of the Products, but despite their exercising due diligence specific shortage in the quantity of or specific damage to the Products could not be identified.
5. If the Product quality defects do not involve external mechanical damage to the Products, the Purchaser shall immediately notify the Seller thereof by email no later than within 24 hours of receipt of the Products, and if such defect was identified later, immediately after having been aware of such defect. Every time a complaint should be filed before the expiry of the guaranteed shelf life of the Products. In the event of discrepancy between the parties' views as to whether a complaint is legitimate or not, samples of the contested Products will be examined by an independent laboratory designated by the Seller. The quality tests conducted by such laboratory will be binding upon the Parties.
6. If the results of the quality tests referred to in the last sentence of Clause 5 show that the Products did not satisfy the quality requirements specified in the agreement, Cargill shall cover the costs of taking samples and laboratory tests. However, if the quality tests confirm that the Products satisfy the quality requirements specified in the agreement, the costs of taking samples and laboratory tests shall be borne by the Purchaser.
7. Each complaint should contain at least: a batch number, the quantity of the Products subject to complaint, photo documentation, precise written description of the Products, printout of temperatures measured from the moment of loading to placing in storage, written objections submitted by the Purchaser upon delivery, confirmed by a carrier, record of the Product inspection, Product shipping documents signed by a driver, specification

of the Product location for the purpose of conducting an inspection by the Seller, proof of taking a sample on the date of releasing the Products to the Purchaser and the result of laboratory tests conducted by an independent quality control company. Photo documents attached to a complaint form (including a photo of packaging) should be prepared in a manner that will make it possible to confirm the occurrence of a defect of the Products and in a manner that will make it possible to identify the Products, in particular the batch number. Any costs resulting from a potential claim must be listed in detail in the submitted documentation. The lack of any of the aforementioned elements may result in a refusal to accept the complaint.

8. If the Purchaser files a complaint properly, the Seller will notify the Purchaser of the manner of handling the complaint by email within 7 days of its submission in the case of frozen Products and within 48 hours in the case of fresh Products.
9. If a complaint proves to be legitimate, Cargill may elect to:
 - a) reduce the price proportionally to the value of the defect if, despite its occurrence, the Products are suitable for use;
 - b) replace the defective Products with the Products free of defects, at the expense and risk of Cargill.
10. In the event of replacement of the Products with the Products free of defects, Cargill shall deliver to the Purchaser the Products free of defects within reasonable time, depending on Cargill's capabilities and Purchaser's needs.
11. Cargill shall not be liable for the Product defects or damage if they result from Purchaser's infringement of best practices in terms of storage or the shelf life of the purchased Products.

§ 7 Liability of the Parties; Force Majeure

1. In the event the Purchaser is delay with the collection of the Products, the Seller has the right to claim liquidated damages from the Purchaser corresponding to 0.1% of the value of the non- collected Products for each day beyond the seventh day of delay. Furthermore, the Seller has the right to claim damages exceeding the stipulated liquidated damages on general terms.
2. The entire liability of Cargill for a breach of obligations under the GTS and under the agreement with the Purchaser shall be limited to 100% of the net value of the Products batch affected by the breach.
3. Cargill shall not be liable for *lucrum cessans*, including lost profits, injury to reputation, brand or a decrease in future sales, as well as claims in respect of direct or indirect loss incurred by the Purchaser or any other person in connection with the Product sale agreement and the GTS.
4. Neither Party shall be liable if it failed to perform its obligations or performed them improperly as a result of an external event of an extraordinary nature which, despite the efforts of the Parties, could not be prevented or could not be predicted, and which actually prevents the implementation of the subject of the Agreement, to which the Parties include droughts, floods, earthquakes, strong winds, frosts, strikes, epidemics, downtime of the processing plant (from which the Goods are delivered), crop failures, extraordinary social events or actions of public authorities, or other force majeure events, in particular a significant increase in prices or a reduction in the availability of raw materials, energy, services or other materials necessary for the Seller, making it impossible for the Seller to maintain the current price level or supply volume.

§ 8 Rescission of the Sale Agreement

1. The Seller reserves the right to rescind an order, an individual Product sale agreement, entirely or partially, if the Purchaser's delay in payment for the Products exceeds the payment deadline specified in the agreement, order or the GTS by more than 14 days or if the Purchaser's delay in delivery of the Products exceeds 7 days. At the same time, in such a situation the Seller is entitled to immediately collect the already released Products from the Purchaser, but it is not obligated to do so.
2. In the event the Seller rescinds the entire sale agreement or its part for reasons referred to in Clause 1 above, it shall be entitled to seek liquidated damages amounting to 20% of the value of the non-performed part of the agreement, provided that such liquidated damages will be pursued separately and independently of the liquidated damages stipulated in § 7 Clause 1. If the said liquidated damages do not cover the damage suffered by the Seller, it shall be entitled to claim supplemental damages from the Purchaser on general terms.
3. The Purchaser has the right to rescind the agreement on general terms of the Civil Code.

§ 9 Final Provisions.

1. The Purchaser shall immediately notify Cargill in writing of each change of the address of its registered seat or domicile and correspondence address. If the Purchaser does not submit any such notification, a delivery made to the previously designated address shall be deemed effective.
2. The Purchaser shall not transfer any rights (including receivables) under the sale agreement to any third party without the prior written consent of the Seller.
3. Any notifications or statements under the GTS shall be in writing, otherwise being null and void, unless otherwise stipulated herein.
4. If any of the provisions of the GTS becomes invalid or ineffective, the remaining provisions of the GTS shall remain valid and effective. The parties shall replace an invalid or ineffective provision of the GTS with the provision which corresponds as closely as possible with the actual intent of the provision that is deemed invalid or ineffective.
5. Each party shall keep in confidence information that is not in public domain (hereinafter: the "**Confidential Information**") and which was obtained from the other party in connection with the execution or implementation of the agreement (hereinafter: the "**Confidentiality Obligation**"). The Purchaser shall not notify any other company or any individual of the other party's commercial terms, in particular of the prices, quantities, specifications, etc. The Confidentiality Obligation shall apply throughout the period of cooperation between the parties and thereafter.
6. Throughout the period of cooperation both parties shall remain independent of each other and each of the parties shall be responsible for its own employees and representatives.
7. The provisions of the Civil Code shall apply to matters not regulated by the GTS and the agreement. Any amendments contrary to the provisions hereof should be confirmed with a signature, otherwise being null and void.
8. The parties to the agreement shall attempt to resolve amicably any disputes arising in connection with the performance of the GTS and subsequent performance of the agreement. In the event the parties fail to reach an agreement in the manner described above, a common court having jurisdiction over Cargill's registered seat shall be the competent court to resolve disputable matters. Orders, agreements and the GTS shall be governed by the laws of the Republic of Poland. The information clause and the confidentiality and data processing policy of Cargill are available at: <https://www.cargill.com/page/business-notice-pl>