
General Sale Conditions

§ 1. The subject

1. General Sale Conditions determine the conditions of commercial cooperation between Zakład Przemysłu Mięsnego Biernacki sp. z o.o., hereinafter referred to as the Seller, and the entity purchasing meat products being in the actual offer of the Seller, hereinafter referred to as the Buyer.

§ 2. The order

- 2.1 The quantity, assortment and prices will be, each time, agreed between the Buyer and the Seller.
- 2.2. The Buyer should make an order or confirm it in a written or electronic form, 48 hours before the realization.
- 2.3. The Commercial Director or a person appointed by him/her is the person entitled by the Seller to determine detailed sale conditions.

§ 3. Issue of goods

- 3.1. *The Seller and the Buyer will, each time, determine the method and term of collection of goods.*
- 3.2. Issuing of goods will be in the Seller's warehouse if the Buyer collects goods with his/her own transport, or in a warehouse /place pointed by the Buyer, if the Seller delivers the goods.
- 3.3. A person authorized by the Buyer confirms the collection of goods on the Goods Dispatch Note (WZ) or CMR by signing it, giving his/her surname, name and position, as well as affixing a stamp.
- 3.4. If the collection of goods is not confirmed on the Goods Dispatch Note (WZ) or CMR by a person authorized by the Buyer, a shipping document will constitute the confirmation of delivery of goods.
- 3.5. If the Buyer collects goods with his/her own transport, a car that will be used for the collection must meet conditions allowing for sealing it up.
- 3.6. The Seller is responsible for loss, deficit or damage of the consignment during transport, only if the goods are delivered by means on the Seller's transport.
- 3.7. The goods are delivered on EUROpallets, hooks, in reusable or disposable containers.
- 3.8. A person authorized by the Buyer confirms the collection of EUROpallets, hooks or reusable containers on the Goods Dispatch Note (WZ) or CMR by signing it, giving his/her surname, name and position, as well as affixing a stamp. The Buyer is obliged to return the collected pallets, hooks and reusable containers at his/her own cost, within one month from the date of the collection of goods. The Buyer will return the pallets, hooks and reusable containers to the Seller in a non-deteriorated condition.
- 3.9. The Seller will charge the Buyer with costs of pallets, hooks and containers which were not returned on time, according to the rate as of the date of delivery and the quantity resulting from the quantity record agreed between the Parties, and if there is no such a quantity record, according to the Sellers' register.

§ 4 Complaints

- 4.1. The Buyer is obliged, immediately after receiving the goods, to check their quantity or weight, otherwise he/she will lose the right to pursue claims at a later time.
- 4.2. Return of goods resulting from incorrect quantity or weight can take place only at the delivery of goods.
- 4.3. In case of quality defect of goods delivered by the Seller, the Buyer is obliged to immediately inform the Seller by electronic way and next, within 24 hours from finding the defects of goods, not later than within forty eight hours from the moment of the collection of goods, to draw up a complaint protocol in a written or electronic form and duly provide it to the Seller. The Buyer will enclose to the complaint protocol a photograph of the defective goods.
- 4.4. The Seller has a right to check at the Buyer if the complaint was justified. In case of an unjustified complaint, the real costs of its checking by the Seller will be covered by the Buyer.
- 4.5. The basis for a complaint concerning the quality of goods provided to the Buyer can be only those goods which will be returned to the Seller or remain at the Seller's disposal.
- 4.6. Lack of confirmation of the collection of goods on the Goods Dispatch Note (WZ) or CMR by a person authorized by the Buyer results in the loss of right to make a complaint, return goods and other claims.
- 4.7. A complaint will be considered by the Seller within 7 days from reporting.

§ 5 Terms of payment

5.1. Settlement of the Buyer's liabilities will be based on VAT invoices issued by the Seller, within term and to the bank account given in the invoices.

5.2. The Seller reserves the ownership of delivered goods till the settlement of payment. The transfer of ownership of goods to the Buyer will be on the condition of the payment of the full liability amount. The Buyer, till the full payment of liability for the delivered goods, will be responsible for its quantity and quality. In case of any damage, the Buyer will be obliged to cover it. At the moment of the issue of goods the Buyer takes over the risk of accidental loss or damage.

5.3. As the term of payment will be regarded:

- in case of a bank transfer – day on which the due amount is credited to the bank account of the Seller;

- in case of payment in cash – day of payment of the due amount to the Seller's cash register.

5.4. If at payment no invoice that the payment concerns is provided, the payment will be applied towards liabilities resulting from the invoice due that was issued the earliest.

5.5. In case of lack of timely payment, the Seller will accrue maximum interest on annual basis from the day following the due day till the day of payment.

§ 6. Force Majeure

6.1. In case of Force Majeure making it impossible for the Seller to fully and completely realized the confirmed order, the term of realization will be extended by the period of time in which the Force Majeure or its results occurred.

6.2. If the circumstances mentioned in section 1 and their results will last longer than 3 months, each of the Parties can, in a written form, withdraw from the realization of the confirmed order without the obligation of repairing damage sustained by the other Party.

§ 7. Additional provisions

7.1. The Buyer is obliged to immediately notify the Seller in a written form about

- change of the residence address or the address of the registered office of the company

- initiation of insolvency or arrangement proceedings, as well as about causes justifying such a proceeding initiation

- change of the legal status of the company, its name or owner

- change influencing the quality of securities (e.g. sale of possessions that can cover possible liabilities)

7.2. The Buyer bears financial responsibility for the Seller's damage that occurs as a result of nonfulfillment of obligation included in pt. 7.1.

§ 8. Confidential information

8.1. The Buyer is obliged, within the term of the period of commercial cooperation and after its termination, to keep secret information revealing of which would cause damage to the Seller. The Buyer is obliged to keep secret all information he/she was provided with on all media, regardless the way it was provided.

8.2. The term „confidential information” means all information connected in any way with the commercial cooperation, containing technical or other information concerning services, prices, processes, programs, knowledge, concepts and innovations, forms, commercial methods and data, as well as all financial, accounting and marketing data of the Seller. Public and commonly available information is not regarded as confidential information.

§ 9 Final provisions

9.1. All disputes that can result from this commercial cooperation will be solved by the court of venue for the Seller

9.2. The Buyer is obliged to make his/her employees, contractors and other persons whom it concerns, familiar with these conditions.