



**General Terms and Conditions of Purchase**  
**Cargill Protein Poland Spółka z o.o. with its registered office in Słupca**

**§ 1**  
**General**

1. These General Terms and Conditions of Purchase (“GTC”), set out the rights and obligations of the parties to raw meat sale contracts (the “Goods”), in which the buyer is Cargill Protein Poland Sp. z o.o. with its registered office in Słupca, address: ul. Poznańska 39, 62-400 Słupca, entered in the Register of Entrepreneurs of the National Court Register by the District Court in Poznań - Nowe Miasto and Wilda in Poznań, 9<sup>th</sup> Commercial Division of the National Court Register under KRS no: 0000087441, VAT number (NIP): 734-10-63-873, share capital: PLN 70,517,400.00 (seventy million five hundred seventeen thousand four hundred zlotys) (“Cargill” or the “Buyer”), and the seller is the entity selling the Goods to Cargill (the “Seller”).
2. These GTC constitute an integral part of any contract for the sale of the Goods concluded with Cargill. However, if the parties have set out their rights and obligations in a separate written contract, the provisions of such written contract will have priority, and these GTC will only apply to the extent not regulated in the contract.
3. The Seller is obliged to read and consider these GTC before all essential elements of the contract are finalized and agreed, at the time of signing the contract or confirming the purchase order placed by Cargill. The GTC are publicly available at [www.Cargill.com.pl](http://www.Cargill.com.pl).
4. If the Seller has an ongoing business relationship with Cargill, the Seller’s acceptance of the GTC made with respect to one transaction will be deemed to apply to all other sales contracts between the parties, unless a clear statement to the contrary is made.
5. Cargill reserves the right to make changes to the GTC. Any changes made to the GTC will be deemed acknowledged unless the Seller submits a written objection within 14 days from the date of receiving the new wording of the GTC in writing or by email. The terms and conditions of the GTC so changed will not apply to the purchase orders Cargill has placed before the date of delivery of the changed GTC to the Seller.
6. Any deviation from these GTC will only be binding if agreed by both parties in a written instrument that indicates the GTC provisions inapplicable to the contract, otherwise such deviation being invalid.
7. The Seller’s general terms and conditions of sale will only apply if expressly accepted by Cargill in writing.

**§ 2**  
**Seller's Obligations**

1. The Seller undertakes to only deliver its own Goods, free from any encumbrances (third party rights), that have all approvals, quality certificates and permits required by law. The Buyer may request the Seller to submit documents confirming that the conditions stipulated by the applicable laws and relevant standards are satisfied, under pain of demanding the suspension of deliveries.
2. The Seller undertakes to observe the highest quality and sanitary and hygiene standards. In particular, the Seller undertakes that:
  - a. all applicable laws concerning hygiene and sanitary conditions relevant to the method and rules of preparation,
  - b. packing, storage and transportation of the Goods will be observed. In particular, the Seller represents that it has all permits, licenses and approvals, if any, necessary to manufacture the Goods and sell them on the terms set out in these GTC.
  - c. the Goods supplied by the Seller will meet all the conditions specified in the applicable laws and relevant standards;
  - d. the vehicles used for transportation of Goods will be in good working order and meet all relevant hygiene and sanitary standards. The Seller warrants that during transportation the temperature will satisfy the statutory requirements for the Goods being delivered, in particular with respect to fresh and frozen products, and that the vehicles will be washed and disinfected. Notwithstanding the foregoing, the Buyer may request the Seller to provide a vehicle cargo compartment washing and disinfection card or an equivalent document, as well as a cargo compartment temperature log covering the time of transportation of the Goods to the Buyer.
  - e. the best-before date of the delivered Goods (either fresh or frozen) will be specified each time in the purchase order form. A best-before date other than disclosed as above requires a written or e-mail confirmation from the Buyer.
  - f. the Goods will not contain any residue of antibiotics or other substances that could limit the use of the purchased Goods, including chemicals used for preservation during transportation and storage of the delivered Goods or to increase the weight of the Goods sold;
  - g. the delivered Goods will be free from any foreign bodies. A foreign body means here any element present in the Goods (placed there intentionally or accidentally) that is not an element of the Goods;
  - h. the quality of the delivered Goods will comply with the parameters listed in the specifications agreed between the Seller and the Buyer;
  - i. personal hygiene rules will be observed by personnel during transportation, storage and handling of the Goods (such as clean clothes, hand washing, etc.).

**§ 3**  
**Purchase Orders**

1. The conclusion of a contract is conditional on the Buyer placing a purchase order in writing or by e-mail and the Seller confirming its acceptance in writing or by e-mail.
2. The Seller represents that it will have read and acknowledged these GTC presented by Cargill before it confirms any purchase order, and agrees to adhere to these GTC.
3. Cargill will place purchase orders in writing or by e-mail, using Cargill's order forms, based on information provided by the Seller

before the order is placed. No statement made by the Seller with respect to the Goods before Cargill places the purchase order (e.g. answers to Cargill's inquiries, price lists, promotional materials, etc.) will be considered an offer within the meaning of the Civil Code. An offer to conclude a contract is only deemed made when Cargill submits its purchase order to the Seller.

4. The purchase order will be deemed accepted, and the contract concluded, upon delivery to Cargill of an order confirmation from the Seller, or upon commencement of delivery of the Goods ordered, whichever occurs first. Any purchase order will also be deemed accepted unless it is expressly rejected within three (3) business days from the date of its delivery to the Seller.
5. A purchase order may only be accepted without reservations. Any terms, conditions or provisions included by Seller in the purchase order confirmation that modify, supplement or otherwise deviate from the terms and conditions set out in the order and these GTC will be ineffective and deemed not to have been stipulated, and the contract will be deemed concluded on the terms and conditions set out in the order submitted by Cargill.
6. Cargill reserves the right to change the purchase order during the period of its performance. The Seller agrees to make its best efforts to satisfy such a request. The parties will mutually agree on any price changes, if any, resulting from such change.
7. Any change to the purchase order initiated by the Seller during the period of its performance requires Cargill's prior consent expressed in writing or by email.
8. The term "at the Buyer's discretion" used in a purchase order or a written sale contract when specifying the quantity of Goods means that the Buyer may, at its discretion, determine the final quantity of purchased Goods within the percentage range specified in the purchase order or written sale contract.

#### § 4

##### Delivery date

1. Unless otherwise agreed in writing, the delivery date of the Goods is specified in the purchase order. The term "delivery date" means a period of time agreed by the Parties for the pick-up or delivery of the Goods, in which the Buyer will indicate to the Seller specific days of delivery or pick-up of particular lots of Goods (i.e., the exact time schedule), covering the agreed total quantity of the Goods purchased, including the first and last day specified in the sale contract. The time schedule of delivery of particular lots of Goods may be indicated to the Seller by e-mail, text message or in writing.
2. Notwithstanding the above, if there is a risk that the term of delivery of the Goods by the Seller will not be kept, the Seller must notify the Buyer immediately (by fax, e-mail, or telephone) of the expected period of delay and its cause.
3. The parties agree that the Seller is obliged to deliver the Goods to the Buyer on the agreed delivery date. If the Buyer indicates a time schedule of deliveries to the Seller, for particular lots of Goods, each lot must be delivered in accordance with such time schedule. Any failure to deliver a lot of Goods in accordance with the time schedule will constitute a Seller's delay in delivery of that lot of Goods.

#### § 5

##### Delivery of Goods

1. Unless otherwise specified in the purchase order, the delivery terms are DAP Incoterms 2020 to the place indicated in the Cargill's order form. Unloading the Goods from the means of transportation is the responsibility of the Buyer.
2. The Buyer will require stating the number from the register of an establishment approved in accordance with Regulation (EC) No. 853/2004 before proceeding to unload (the certification will be based on the driver's/carrier's statement). The Buyer reserves the right not to unload a truck if its condition indicates contamination with other previously transported goods, or if the formal statutory requirements are not met. The truck should have a disinfection certificate not older than seven (7) days, confirming a disinfection performed by an authorized entity, and a completed previous cargo record showing no fewer than five (5) entries concerning previously transported cargo. On the warehouse release document (WZ) the Seller will make an annotation "truck clean before loading". Notwithstanding the above, the Seller will ensure that each time before transportation of the Goods to the Buyer the vehicle cargo compartment is washed and disinfected by authorized personnel, and will produce a completed previous cargo record.
3. Unless agreed otherwise, the Goods will be deemed delivered:
  - a. if the transportation is arranged by and carried out at the expense of the Seller (in particular in accordance with DAP Incoterms 2020) - upon commencement of unloading of the Goods from the means of transportation at the place of delivery;
  - b. if the transportation is arranged by and carried out at the expense of the Buyer (in particular in accordance with FCA Incoterms 2020) - upon completion of loading of the Goods on the means of transportation provided by the Buyer.
4. The risk of loss of the Goods, deterioration of their quality, due to reasons not attributable to the Seller, as well as any costs associated with transportation and the obligation to insure the Goods, convey to the Buyer at the time set out in item 3 above. The above will not affect the Seller's obligation to deliver goods of the quality and parameters agreed upon in the Contract, or the Seller's liability on the terms set out in this Contract and generally applicable laws.
5. With respect to purchases picked up by the Buyer from the Seller (e.g. FCA Incoterms 2020), the Goods will be picked up using trucks with the minimum net load of 25 tons. If the Buyer's means of transportation are loaded below the minimum load capacity due to reasons attributable to the Seller, the Buyer will be entitled to a reduction of the unit price of the purchased Goods in proportion to the increased cost of transportation of the raw material caused by such load. The discount applies to the quantity transported on the underloaded means of transportation. The net discount amount to which the Buyer is entitled for underloaded means of transportation will be calculated using the following formula:

$Dv = [S \times \dots \text{PLN} \times (\dots - M)] /$

M where:

Dv = discount value

M = quantity loaded onto the Buyer's means of transportation [tons]

S = distance traveled by the Buyer's means of transportation [km]

- With respect to purchases picked up by the Buyer from the Seller (e.g. FCA Incoterms 2020), the Seller agrees to provide access to and exit from the loading site for vehicles with a gross vehicle weight exceeding 40 tons, using paved roads if possible. The loading time for a vehicle with a gross vehicle weight not exceeding 40 tons may not exceed 2 hours. The total gross weight of the vehicle loaded with the Goods must not exceed 40 tons. Exceeding the weight will result in the returning of the Goods at the risk and expense of the Seller, unless the vehicle's maximum gross weight stated in the registration certificate in accordance with the applicable laws is higher. In such case, the vehicle's total gross weight with the Goods must not exceed the relevant statutory limit.

## § 6

### Price and payment terms

- Unless agreed otherwise, the price indicated in the purchase order includes packaging, all taxes (other than the tax on goods and services (VAT), if applicable), fees, duties, transportation charges (in accordance with the agreed terms of delivery) and any other charges applicable to the delivery of the Goods. The price also includes the cost of any additional services related to the delivery of the Goods and provided by the Seller on the basis of the purchase order.
- The Buyer will pay the amounts due for the Goods on the basis of an invoice issued by the Seller on the date specified in the purchase order or in a written contract between the parties. If the parties have not determined a payment term, the default term is 30 days from the date of delivery of a correctly issued invoice to the Buyer, unless otherwise agreed in the purchase order.
- The Seller will issue a VAT invoice for the concluded transaction on the date of delivery of the Goods.
- The payment will be deemed made on the date of debiting the Buyer's bank account with the appropriate amount.
- If the delivery of any lot of Goods is not carried out in accordance with the relevant contract terms, the Buyer will have the right to withhold payment until the subject matter of the contract has been fully and properly completed.
- Mutual receivables may be reconciled by set-off.
- The submission of a completed VAT invoice is a condition for payment of the price.

## § 7

### Defects in Goods and Seller's liability

- If the transportation is arranged by and carried out at the expense of the Seller (in particular with respect to deliveries in accordance with DAP Incoterms 2020), the settlement for each lot of Goods will be based on the quantity and quality determined by the Buyer at the place of unloading, subject to the provisions of Clause 5 below.
- If the transportation is arranged by and carried out at the expense of the Buyer (in particular with respect to deliveries in accordance with FCA Incoterms 2020), the settlement with respect to the quantity of the Goods will be based on their quantity present on the Buyer's means of transportation, determined using certified scales at the place of unloading. The settlement with respect to the quality of the Goods will be based on their quality determined by the Buyer on their delivery to the place of unloading, subject to the provisions of Clause 5 below.
- The Buyer will inform the Seller or an entity acting on behalf of the Seller or authorized by the Seller, of any reservations concerning the quality, quantity or condition of the Goods. Such a notification must be made in writing or by email. If the quality of the Goods deviates from the agreed parameters (or their quality does not comply with the applicable laws), the Buyer has the right to:
  - refuse accepting or return the Goods that do not meet the quantitative or qualitative parameters and demand their replacement with new Goods within a designated time period. Exercising this right will not be deemed to cause Cargill's delay in collecting the Goods. In addition, the Buyer will charge to the Seller all incurred costs of transportation, sorting of the goods and detention, if any;
  - demand a reduction of the price of the Goods or
  - request the delivery of the Goods from a third party (substitute purchase), in accordance with Clause 7 below;
  - charge the cost of disposal of products manufactured using the defective Goods, in accordance with Clause 5 below.
- If the Buyer identifies Goods quantity shortages, it has the right to:
  - demand delivery of the missing quantity of Goods within a designated time period;
  - demand a reduction of the price of the Goods or
  - request the delivery of the missing quantity of Goods from a third party (substitute purchase), in accordance with Clause 7 below.
- For the avoidance of doubt, if a defect of the Goods, or the cause of such defect, is attributable to the Seller and was present in the Goods, or was not identifiable, at the time of conveying the risk to the Buyer (in particular, without limitation, if the Goods perished or their quality deteriorated before the best before date, or the identified defects required sorting of the Goods), the liability for the Goods delivered will remain with the Seller. In addition, the parties agree that if any physical, chemical, microbiological, or other defects and their causes are discovered after the Goods have been processed by the Buyer, the Seller will also be liable for the product manufactured by the Buyer using the defective Goods.
- The remedies afforded in Clauses 3 and 4, as well as the provisions of Clause 5 above, are without prejudice to other rights afforded to buyers in the Civil Code.
- If:
  - the Seller is in delay with the delivery of the Goods beyond the date specified in the contract or delivery time schedule;
  - in the claim procedure (pursuant to Clause 3(a) or Clause 4(a) above) the Buyer demands delivery of the missing quantity

- of the Goods or the Goods with quality parameters conforming to the contract, and the Seller fails to satisfy such demand within the designated time period;
- c. the Seller delivers Goods that do not meet the quality parameters specified in the contract or the quality of the Goods does not comply with the applicable laws;
  - d. the Seller delivers less than the agreed quantity of the Goods;

the Buyer may request a delivery of the Goods (or the missing quantity of the Goods, as the case may be) from a third party, at the Seller's expense and risk, and to charge the Seller, at its option, with (i) a compensation in an amount equal to the excess of the price the Buyer had to pay the third party for the purchase of the Goods over the price it would have paid to the Seller, or (ii) liquidated damages for the substitute purchase of the Goods from a third party, in the amount of 20% of the gross value of the Goods not delivered on time or the substandard Goods which the Buyer refused to accept or which the Buyer returned. The Buyer may also seek damages on the general terms for any other damage incurred. The Parties agree that the Buyer's damage includes, in particular, any additional transportation costs that the Buyer had to incur in connection with the necessity to purchase the Goods from a third party.

8. The Seller represents that it has signed this Contract being aware of the risk related to possible changes of the Goods prices and the consequences accompanying the Seller's liability for any damage related to non-performed obligations, in particular in relation to the Buyer's necessary purchase of Goods from another supplier at market prices prevailing on the date of such purchase, should the Seller fail to supply them.

## § 8

### Force Majeure

Neither Party will be held liable if it fails to perform or inadequately performs its obligations as a result of force majeure, defined as an unknown and abrupt external event of extraordinary nature which may not have been prevented despite the Parties' efforts, insofar as it was unforeseeable and actually and directly rendered impossible the performance of the subject matter of the Contract. Such events include, without limitation, natural disasters, terrorist acts, war, drought, torrential rains, hailstorms, or frost.

## § 9

### Rescission of the sale contract

1. The Buyer reserves the right to rescind any individual contract for the sale of Goods in whole or in part when the Seller is in delay with the delivery of the Goods beyond the date specified in the contract or in the delivery time schedule. The Buyer may exercise the rescission right within 120 days of the lapse of the delivery date.
2. If the Buyer rescinds the sale contract in whole or in part due to the reasons referred to in Clause 1 above, the Buyer will be entitled to a contractual penalty in the amount representing 20% of the value of the unrealized part of that contract. If such contractual penalty does not fully redress the Buyer's damage, the Buyer may claim additional damages from the Seller on general terms.
3. The Seller has the right to rescind the Contract in accordance with the general rules set out in the Civil Code.

## § 10

### Final provisions

1. The Seller undertakes to immediately notify Cargill in writing of any change in its registered office or place of residence and address for delivery of correspondence. Failing such notice, deliveries made to the previously indicated address will be deemed effective.
2. The Seller may not transfer any rights (including receivables) under the sale contracts to any third party without the Buyer's prior written consent.
3. All notices or statements provided for in the GTC must be made in writing, otherwise being invalid, unless the GTC indicate otherwise.
4. If any provision of the GTC is found invalid or ineffective, it will not render the remaining provisions of the GTC invalid or ineffective. The parties agree to replace the invalid or ineffective provision of the GTC with such language as will best serve the purpose of the provision identified as invalid or ineffective.
5. Each Party undertakes to keep confidential all information that is not publicly available ("confidential information") and has been obtained from the other party in connection with the execution or performance of the contract (the "confidentiality obligation"). The Buyer must not inform any other firm or individual about the other party's commercial terms, in particular prices, quantities, specifications, etc. The confidentiality obligation applies during the period of cooperation and thereafter.
6. During the cooperation period the parties remain independent of each other and each party is responsible for its own employees and representatives.
7. Provisions of the Civil Code apply to the matters that are not regulated in the contract and these general terms and conditions. Any changes contrary to these general terms and conditions must be confirmed by signatures, otherwise being invalid.
8. The parties agree to attempt to amicably settle any disputes arising in connection with the performance of these GTC and the subsequent performance of the contract. If no agreement is reached in such process, the common court having jurisdiction over Cargill's registered office will be the proper forum to resolve the dispute.
9. The Seller agrees to comply with the Cargill's Code of Conduct which can be found at [www.cargill.com/supplier-code](http://www.cargill.com/supplier-code)
10. The Companies' information clauses as well as the personal data privacy and processing terms and conditions are available at: <https://www.cargill.com/page/business-notice-pl>
11. In fulfillment of the obligation under the Act of 19 July 2019 on Amendments to Certain Acts Aiming to Reduce Payment Delays (Journal of Laws of 2019, item 1649, the Buyer represents that it has the status of a large enterprise within the meaning of the Act of 8 March 2013 on Preventing Excessive Delays in Commercial Transactions (consolidated text in: Journal of Laws of 2019, item 118, as amended).