

GENERAL CONDITIONS OF SALE

I. DEFINITIONS

1. The term "Conditions" shall mean these General Terms and Conditions of Sale.
2. The term "goods" shall mean: fresh and frozen poultry products as well as other items subject to sale by the Seller.
3. The term 'Seller' means 'INEX' ZAKŁAD PRZETWÓRSTWA DROBIU INGA KACZOR , LESZEK KACZOR s.c. (ul. Kwiatowa nr 16, 66-016 Czerwieńsk; NIP 9730889640).
4. The term "Buyer" shall mean any entity, domestic or foreign (legal person, natural person or legal entity without legal personality) purchasing goods from the Seller.
5. The term "Party" means Seller or Buyer and "Parties" means Seller and Buyer collectively.

II. GENERAL PROVISIONS

1. These Conditions shall apply to all transactions between the Parties, regardless of their subject matter, and in particular they shall apply to each sale and each delivery of goods between the Seller and the Buyer. It is hereby stipulated that these Conditions shall apply exclusively between entrepreneurs and shall not apply if the Buyer is a consumer.
2. Terms or provisions of agreements between the Parties that are inconsistent with these Conditions shall not be binding on the Seller, even if they have not been expressly negated by the Seller. Such conditions shall be binding upon the Seller provided that he expresses in writing (under pain of nullity) his consent to the regulation of mutual rights and obligations of the Parties other than these Conditions. In particular, the acceptance or application of any general terms and conditions of purchase of the Purchaser or other terms and conditions or documents of similar nature, including through the signing of an order confirmation by the Seller or any other documents referring to such terms and conditions or constituting an integral part thereof, shall be excluded.

III. CONCLUSION OF THE CONTRACT

1. Catalogues, price lists and other information addressed to customers do not constitute an offer within the meaning of the Civil Code.
2. Seller's Sales Representatives shall act only within the scope of powers of attorney granted to them. The Seller shall not be held liable for any actions of a Sales Representative that exceed the scope of the power of attorney granted to him.

IV. SUPPLY

1. Delivery dates shall be specified by the Seller in the confirmation of acceptance of the Buyer's order or the Seller's offer. The Seller shall make every effort to deliver within the agreed time limits, however the observance of the time limits shall depend on the timely fulfilment of contractual obligations by the Buyer, including the time limit for accepting an offer or placing a valid order and providing the information necessary to carry out the order. Any changes notified or requested by the buyer may extend the deadlines. If the goods are not transported using the Seller's means of transport, the goods shall be deemed to have been delivered on time if they are handed over to the first carrier or, in the case of the goods, if they are declared ready for dispatch before the end of the agreed delivery period at the Seller's premises.

2. Unless the Parties have agreed otherwise in the detailed provisions, the course of the delivery period shall commence from the date of receipt by the Seller of the agreed down payment or deposit, and if no down payment has been agreed, from the date of delivery to the Buyer of the Seller's confirmation of acceptance of the order for execution.
3. The Seller shall not be liable for failure to observe the delivery date if the reason for failure to observe the delivery date was force majeure or other circumstances beyond the Seller's control, in particular in the case of refusal to accept the delivered goods, when conditions allowing unloading the goods will not be provided. Until the cessation of the obstacle, the Seller may suspend or limit the delivery, he may also withdraw from the agreement if the reason for the failure to meet the deadline independent of him lasts longer than 7 days. The seller may exercise the right of withdrawal within 12 months from the expiry of the delivery deadline.
4. The Seller shall not be liable for a delay in performance of the subject of the agreement in the event of introduction by the Purchaser of changes to the subject of the agreement affecting the time of production, installation or commissioning of the goods, failure to perform its obligations or as a result of other circumstances attributable to the Purchaser.
5. In the event of withholding or restriction of delivery, the delivery period shall be suspended in respect of all or part of the delivery affected by the withholding until the impediment has ceased.
6. In none of the aforementioned situations shall the Seller be deemed to have failed to perform or to have improperly performed an obligation and the Buyer shall not be granted the right to claim damages or contractual penalties.
7. Each delivery may be carried out in parts by the Seller. It is up to the Seller to determine the quantity, type or date of the goods to be delivered in parts.
8. Where there is a cooperation agreement in force between the Parties with respect to regular deliveries, each individual delivery shall be treated as a separate contract of sale. The provisions of these Terms and Conditions shall apply mutatis mutandis to each such separate contract of sale.
9. If delivery is delayed for reasons attributable to the Buyer, the Buyer has not indicated a place of delivery, the Buyer is not ready to take delivery of the goods or if the goods are not taken over by the Buyer in due time, the Seller shall be entitled at its sole discretion to store the goods at the Buyer's risk, to change the delivery terms to EXW Incoterms 2020, to invoice the goods on EXW Incoterms 2020 terms and to charge the Buyer for the costs of storage from the date of notification of readiness for dispatch.
10. The Seller shall have the right to set a further time limit for acceptance, and after exceeding this time limit, the Seller shall have the right to withdraw from the contract within a further 60 days. In such a case the Seller may charge the Buyer with a contractual penalty of 30% of the gross value of the order. In the event that the damage suffered by the Seller exceeds the value of the reserved contractual penalties, the Seller shall have the right to seek compensation on general terms.

V. DISPATCH, COLLECTION

1. Unless otherwise agreed by the Parties, transportation shall be on a ___ basis according to Incoterms 2020.
2. If the customer wishes to collect or collect the goods himself (including by means of self-commissioned transport), collection shall take place on an EXW basis according to Incoterms 2020.
3. In the case of delivery via a forwarder or carrier, the risk of accidental loss or damage to the goods shall pass to the Buyer at the moment of handing over the goods by the Seller to the forwarder or carrier. The Seller shall not be liable for any loss or damage to the goods themselves or their packaging occurring after that time.

VI. PRICES

1. Unless the Parties have agreed otherwise explicitly, the prices in the price lists, offers and confirmations are expressed in PLN (domestic sales) or EUR (sales outside Poland) and are net prices (without VAT). In the event of changes in applicable VAT rates, the gross price will change. VAT will be added to each net price, which the Buyer is obliged to pay along with the net price.
2. If the goods are not to be delivered to the registered address of the Buyer's registered office, in particular when they are to be delivered to an address indicated by the Buyer, the Buyer shall bear the additional costs of the logistics service (for transport costs, shipment preparation, adjustment of the specific address) according to the prices provided by the Seller. Devices which are sold for export outside the territory of Poland are subject to collection by the Buyer.
3. The price does not include the unloading of the goods.
4. If the price is quoted as the equivalent of a certain amount expressed in a foreign currency and this currency is devalued after the Seller sends the order confirmation, the delivery price shall increase in proportion to the devaluation.
5. The price after placing the order and concluding the agreement may be changed in case of a gross change in the price of accompanying services, e.g. fuel costs, in case of force majeure, hyperinflation or economic crises. In the event of a price change, the Seller shall inform the Purchaser in writing.

VII. PAYMENTS

1. Invoices issued by the Seller shall become due and payable on the date stated on the invoice. The day of payment shall be the day on which the amount is credited to the Seller's account.
2. If the payment deadline falls on a public holiday, payment may be made on the following working day.
3. The invoice is at the same time the first demand for payment.
4. Any advance or prepayment made by the Buyer shall not constitute a deposit within the meaning of the Civil Code unless the Seller confirms a specific payment as a deposit in writing.
5. If the agreed payment deadlines are exceeded, the legal consequences of the delay (non-payment) may be taken without notice.

6. If the Purchaser is in delay with payment of one or more receivables, the Seller may withhold the fulfilment of his contractual obligations (which shall extend the term of the contract) or make the realisation of further deliveries dependent on payment or provision of security for such receivables by the Purchaser. The Seller may also withdraw from the agreement with immediate effect (ex nunc) if the lack of payment of receivables lasts longer than 14 days. In this situation, all liabilities of the Purchaser towards the Seller shall become immediately due and payable as of the date of withdrawal from the agreement by the Seller. The seller may exercise the right of withdrawal within 12 months from the date of expiry of the payment term.
7. The seller shall not bear any negative consequences for the fulfilment of the contractual obligations at a later date than the contractual one if this is caused by the buyer's delay in payment.
8. In settlements between the Parties, the application of any mutual set-off shall be excluded.

VIII. LIABILITY OF THE PARTIES

1. The Buyer shall be responsible for the correctness and completeness of the data included in the order or documentation submitted by the Buyer to the Seller.
2. Seller shall not be liable to Buyer for any indirect damage, lost profits, loss of profit, loss of use, loss of production, loss of contracts or any other indirect or consequential damage that may be or has been incurred by Buyer. The Seller's total liability for the performance of a given order shall be limited to the gross value of the order in question. The above limitations of liability shall not apply to damages caused by the Seller intentionally.

IX. GUARANTEE, WARRANTY, COMPLAINTS

1. The Seller guarantees the goods sold under the terms of these Terms and Conditions.
2. The buyer is obliged to examine the goods in terms of quantity and quality immediately after receipt.
3. If the Buyer, after inspecting the goods, finds that shortages or defects have occurred during transport, he must make a report in the presence of the carrier and send it immediately to the Seller within 24 hours, together with any other required documents. Failure to report defects within this period will result in the loss of the right to rely on them.
4. Complaints relating to hidden defects in quality, which could not be determined despite careful examination of the goods after delivery, must be submitted to the Seller in writing (together with a detailed description, photographs, samples of the goods complained of and a report from an independent/governmental goods testing institution), immediately after their discovery.
5. The Seller declares that the goods delivered to the Buyer meet the quality standards specified in the current company offer.
6. Goods received by the Buyer or the Buyer's carrier without reservation shall be deemed to be defect-free goods.

7. If the goods have been delivered in collective packaging, defects or shortages in quantity must be reported upon receipt of the goods from the carrier.
8. Warranty for defects is excluded by these Terms.

X. WITHDRAWAL FROM THE CONTRACT BY THE BUYER

In the event that the Buyer resigns from the purchase of the ordered goods before their dispatch, the Buyer withdraws from the contract or the Seller withdraws from the contract for reasons attributable to the Buyer, the Buyer shall pay the Seller a contractual penalty of 30% of the gross order value. The Buyer shall pay the contractual penalty after the first written request by the Seller. The contractual penalty can also be deducted by the Seller from the received advance payment. This does not deprive the Seller of the right to claim damages exceeding the amount of the reserved penalty, including in particular the lost profit if the goods could not be or were not sold to another entity.

XI. FINAL PROVISIONS

1. These Terms and Conditions and agreements between the parties shall be governed exclusively by Polish law. Any matters not regulated by these Terms and Conditions shall be governed by the provisions of the Polish Civil Code. The application of the United Nations Convention on Contracts for the International Sale of Goods done at Vienna on 11 April 1980 shall be excluded. (CISG).
2. Any amendments to agreements between the parties shall be made in writing to be valid.
3. Any modification, additional agreement, suspension or termination of these Terms and Conditions shall require the written consent of the Seller.
4. The place of performance of agreements between the Parties shall be the Seller's registered office.
5. Any disputes arising out of these Terms and Conditions and agreements based on them shall be settled by courts of competent subject matter jurisdiction for the registered office of the Seller.
6. These Terms and Conditions apply exclusively to entrepreneurs. Their application to individual (consumer) sales is excluded.