

# General Sales Conditions



**Order** – a declaration of intent to purchase the Goods submitted by the Buyer to the Seller, specifying the expected conditions of sale, including the designation (name) and quantity of the Goods, price, as well as delivery and payment terms.

**Seller** – Comodeus Sp. Z o.o., with its registered office at ul. Grzybowska 87, 00-844 Warsaw, Poland. NIP: 5273124979, KRS: 0001120641, REGON: 529342449.

**Buyer** – any entity, including a legal person, an organisational unit without legal personality or a natural person conducting business activity, being a party to the Sales Agreement and purchasing Goods under the conditions specified therein and in the GSC.

**Party / Parties** – the Seller or the Buyer / jointly the Seller and the Buyer.

**Goods** – specific food products indicated in the “Goods” field of the Sales Agreement, constituting the subject matter thereof.

**Sales Agreement** – an agreement concluded on the Seller’s form, specifying the Essential Conditions, under which the Seller sells the Goods to the Buyer and the Buyer undertakes to pay the price.

**Essential Conditions** – the name and description (specification) of the Goods together with required documentation, quantity, price, delivery date and payment date.

## §1. GENERAL TERMS

1. These GSC constitute an integral part of each Sales Agreement, regardless of whether the Sales Agreement expressly refers to them.
2. The Parties are bound exclusively by the Sales Agreement and the GSC. The provisions contained therein are exhaustive. Consequently, the application of any other provisions not directly arising from the Sales Agreement or the GSC is expressly excluded, in particular any terms and conditions contained in templates, standard forms or general conditions of the Buyer, chambers of commerce, commodity exchanges or similar entities, irrespective of their name or issuer, even if the Buyer refers to them expressly or implicitly. Any amendments to the Sales Agreement require documentary form under pain of nullity and the consent of both Parties.
3. Subject to point 4 below, the GSC may be amended or excluded only by express provisions of a specific Sales Agreement. In the event of any irreconcilable inconsistency between the Sales Agreement and the GSC, the provisions of the Sales Agreement shall prevail.
4. The Seller reserves the right to amend the GSC at any time. Such amendments shall not apply to Sales Agreements already concluded. For a given Sales Agreement, the GSC in force on the date of signing by the Seller shall apply, and if such date is not specified, those in force on the date the Sales Agreement is concluded.
5. Failure by the Seller to exercise any right arising from the GSC or applicable law shall not constitute a waiver of such right, in whole or in part, nor shall it preclude the Seller from asserting such rights in the future.

## §2. CONCLUSION OF THE SALES AGREEMENT

1. A Sales Agreement shall be validly concluded only if it is signed, at least on behalf of the Seller, by a person duly authorised to represent the Seller, namely members of the Management Board acting in accordance with the rules of representation or duly authorised proxies acting within the scope of their authority. The Sales Agreement shall be deemed concluded if: a. the Buyer submits the Order using the Seller’s Sales Agreement form – at the moment the Seller signs the form and sends it to the Buyer, without the need for the Buyer’s signature; b. the Buyer submits the Order without using the Seller’s Sales Agreement form (in particular by telephone or e-mail) – upon expiry of 3 days from the date the Seller sends to the Buyer the Sales Agreement signed by the Seller and consistent with the Order as regards the Essential Conditions, unless the Buyer signs and returns the Sales

Agreement earlier; c. the Sales Agreement signed by the Seller **is not consistent with the Order with respect to** the Essential Conditions – upon signing of the Sales Agreement by the Buyer and sending it back to the Seller.

2. For the purposes of concluding the Sales Agreement, it is sufficient for either Party to maintain documentary form, by sending a signed scan by e-mail to the address indicated in the Sales Agreement.
3. If the Sales Agreement signed by the Seller differs from the Order or prior arrangements between the Parties with respect to provisions other than the Essential Conditions, such provisions shall be deemed accepted by the Buyer unless the Buyer raises objections or proposes amendments by e-mail within 3 days of receipt. Any objections or amendments shall be binding only if expressly accepted by the Seller. Failure to reach agreement shall result in the Sales Agreement not being concluded.
4. If the Buyer raises no objections to the signed Sales Agreement sent by the Seller and, within 3 days, sends to the Seller another document signed by the Buyer containing the Essential Conditions previously agreed, and subsequently commences performance, the Sales Agreement shall be deemed concluded on the terms set out in the Sales Agreement and the GSC. Any provisions contained in documents sent by the Buyer shall not be binding unless signed by an authorised representative of the Seller.

### **§3. PRICE AND PAYMENT TERMS**

1. The price of the Goods shall be specified in the Sales Agreement either per unit of measure, per weight unit, or as a total price for all Goods.
2. Prices indicated in the Sales Agreement are net prices and exclude any public-law charges, including taxes, duties or fees payable by the Buyer. If competent authorities introduce regulations imposing anti-dumping duties or other public-law charges, including retroactively, the Seller shall be entitled to increase the price by the amount of such charges.
3. Unless otherwise agreed, payment shall be made no later than 3 days prior to the planned shipment date to the Seller's bank account indicated on the invoice sent to the Buyer by e-mail. This payment term applies if the Buyer lacks valid trade credit insurance or exceeds their insured credit limit.
4. Payment shall be deemed made upon crediting the Seller's bank account with the relevant amount.
5. In the event of delay in payment, the Seller may, without prejudice to other statutory rights: a. suspends performance of its obligations, including withholding delivery of the Goods; b. charge statutory maximum interest for delay in commercial transactions; c. reports the Buyer to relevant debtor registers in accordance with applicable law.
6. If the delay in payment exceeds 7 days, the Seller may sell the Goods to a third party and claim damages on general terms.
7. If the delay exceeds 14 days, the Seller may withdraw from the Sales Agreement in whole or in part without granting an additional deadline. Withdrawal shall be made in documentary form within 180 days from the payment deadline.
8. Submission of a complaint does not release the Buyer from the obligation to pay the price within the agreed term.
9. The Seller may set off any of its due or undue receivables against the Buyer's receivables, even if not yet due, by declaration in documentary form sent by e-mail.
10. The Buyer may not set off its receivables without the Seller's prior written consent.

### **§4. DELIVERY AND TRANSPORT**

1. For international trade, delivery shall be governed by Incoterms® 2020. For domestic trade, these rules shall apply accordingly unless otherwise agreed.
2. If no Incoterms® rule is specified, DDP (Delivered Duty Paid) shall apply.

3. The Buyer is obliged to collect the Goods at the place and on the date specified in the Sales Agreement.
4. In the event of delay in collection, the Seller may store or unload the Goods at the Buyer's risk and expense, charge contractual penalties, suspend performance, or sell the Goods to a third party if the delay exceeds 7 days.
5. If the delay in collection exceeds 14 days, the Seller may withdraw from the Sales Agreement and charge a contractual penalty of 15% of the gross price of the uncollected Goods, without prejudice to claims for additional damages.
6. Upon delivery or the scheduled delivery date in case of Buyer's delay, the risk of accidental loss or damage to the Goods shall pass to the Buyer.

## **§5. LIABILITY, COMPLAINTS AND LIMITED WARRANTY**

1. Complaints regarding obvious defects must be submitted within 3 days of delivery; other defects must be reported within 7 days of discovery, by e-mail and telephone.
2. Complaints must include a detailed description, supporting documentation and the Buyer's claims.
3. Complaints shall be considered within 30 days, extendable once by a further 30 days. Failure to respond shall be deemed rejection.
4. Any warranty granted by the Seller shall be limited, dependent on the manufacturer's warranty and applicable only under proper storage and transport conditions.
5. Warranty claims are limited to replacement or price reduction and may not extend beyond the expiration date of the Goods.
6. Statutory liability for defects is excluded, and the Seller's contractual liability is limited to cases of wilful misconduct.

## **§6. FORCE MAJEURE**

1. The Seller shall not be liable for non-performance or delay caused by force majeure events beyond its reasonable control, including but not limited to natural disasters, war, pandemics, strikes, legislative changes or transport disruptions.
2. Force majeure affecting the Seller's contractors shall be treated as force majeure affecting the Seller.
3. The Seller shall inform the Buyer of the occurrence and expected impact of force majeure.

## **§7. CONFIDENTIALITY**

The Buyer shall treat as confidential all information received from the Seller in connection with negotiations, cooperation and performance of the Sales Agreement, excluding information that is publicly available.

## **§8. FINAL PROVISIONS**

1. The GSC and Sales Agreement shall be governed by Polish law, excluding conflict of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).
2. Any disputes shall first be resolved amicably. If no settlement is reached within 30 days, disputes shall be subject to the exclusive jurisdiction of the court competent for the Seller's registered office.
3. If any provision of the GSC is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall agree on a valid replacement provision.