

**GENERAL CONDITIONS OF SALE**  
**General Conditions of Sale of KASKAT , Version 3, November 17, 2021.**

**1. DEFINITIONS**

- 1.1** For the purpose of this General Conditions of Sale, the words and expressions written in capital letters, if not defined elsewhere have the following meanings:
- 1.2** "GCS" in all cases, shall be considered as these General Conditions of Sale containing information on the obligations of the Parties, general provisions of purchase, of payment for the Goods and responsibility of the Parties.
- 1.3** "BUYER" means the Party provided in the Order Confirmation or/ and Contract, buying the Goods from the Seller on conditions provided in Order Confirmation or/ and Contract and GCS.
- 1.4** "GOODS" means merchandise the Seller sells to the Buyer and the Buyer purchase from the Seller, on conditions provided in Order Confirmation or/ and Contract and GCS.
- 1.5** "SELLER" means KASKAT Sp z o.o., a limited liability company incorporated and acting under the law of the Republic of Poland, VAT5992415208, office at Husarska 10, 66-400 Gorzów Wielkopolski, Poland, selling the Goods on conditions provided in Order Confirmation or/ and Contract and GCS
- 1.6** "ORDER CONFIRMATION or/and CONTRACT" means written confirmation of sale provided by the Seller to the Buyer, signed, stamped and send back by the Buyer to the Seller by digital way, containing sales conditions such as the quantity, price, description of the Goods, delivery terms, payment terms, as well as other terms, conditions, and provisions, if agreed by the Parties;
- 1.7** "PARTIES"/ "PARTY" mean the Buyer and the Seller/ the Buyer or the Seller.
- 1.8** "DIGITAL WAY" means: e-mail or any communicator.

**2. GENERAL PROVISIONS**

- 2.1** The subject of the GCS is the supply of Goods by the Seller to the Buyer in accordance with Order Confirmation or/ and Contract and these GCS.
- 2.2** The Parties shall be bound solely by the Order Confirmation or/ and Contract and GCS. The applicability of the conditions of the Buyer is hereby expressly rejected.
- 2.3** No variation to the GCS shall be binding unless agreed in writing, signed and stamped by an authorised representatives of the Parties.
- 2.4** The special terms of the sale such as the quantity, price(s), description of the Goods, delivery terms, payment terms, as well as other terms, conditions, and provisions, if agreed by the Parties, shall be as set out each time in the Order Confirmation or/ and Contract.
- 2.5** In the event of a conflict between these GTS and a Order Confirmation or/ and Contract, the GTS shall prevail.

**3. OFFERS AND ORDERS**

- 3.1** All offers are subject to final confirmation of the Seller / or subject to unsold.
- 3.2** Prices quoted are subject to revision for errors and commissions at any time without any liability of the Seller
- 3.3** Each order or acceptance of a quotation of Seller by the Buyer shall be deemed to be an offer by the Buyer to Seller to purchase Goods subject to the Order Confirmation or/ and Contract and GTS . A Contract is formed when the Seller's order (or offer) is accepted by the Buyer in writing, including by way of a Order Confirmation or/ and Contract. Buyer shall be entitled to accept or reject each and every order (or offer) in its sole discretion.

**4. THE PRICE OF GOODS AND THE TERMS OF PAYMENT**

- 4.1** The price of the Goods shall be the price set out in the Order Confirmation or/ and Contract.
- 4.2** The price is net, exclusive of any applicable taxes which the Buyer shall pay in addition when it is due to pay for the Goods. Prices do not include any import duties, levies or other government fees that may apply.
- 4.3** If the Buyer fails to make any payments as and when they are due as per Order Confirmation or/ and Contract , the Seller may, without prejudice to any other remedies under applicable law (i) suspend performance of its obligations under Order Confirmation or/ and Contract or any other agreements concluded between the Parties until such payments have been made; and (ii) charge interest on such overdue amounts at a rate of 10% per annum from the due date to the date of payment in full (iii) Cancel Order Confirmation.
- 4.4** The complaints shall not relieve purchaser from its payment obligations.
- 4.5** The Seller have a right to change a price of the Goods if the following costs increases
- transport costs by at least 10%,
  - production costs at least 30%
  - price of ingredients by at least 5%

**5. ORDERS AND DELIVERY OF THE GOODS**

- 5.1** No Order Confirmation or/ and Contract between the Buyer and the Seller shall be considered to be concluded until signed and stamped by the Seller's authorised representative ( Mr. Stanisław Franczak, or alternatively Mr. Bartosz Franczak) and send by digital way to The Buyer.
- 5.2** The Seller has the right to cancel any Order Confirmation or/ and Contract by providing written notice to the Buyer when Order Confirmation or/ and Contract has not been signed by authorised representative of the Buyer and well received by digital way by the Seller within 48 hours.
- 5.3** The Seller reserves the right to charge a fee against the Buyer of twenty percent (20%) per order if the order is cancelled by the Buyer after signed and provided to the Seller by digital way . The Seller also reserves the right to charge against the Buyer of all other costs arising from the cancellation of the Order Confirmation or/ and Contract.
- 5.4** If the Buyer fails to make a prepayment, issue Letter of Credit, Bank Guarantee or any other security for the contract stated in the Order Confirmation or/ and Contract, without any delay within the date stipulated in Order Confirmation , Seller, without prejudice to any other remedies under applicable law, reserves a right to cancel a Order Confirmation or/ and Contract.
- 5.5** Any time or date for the delivery of Goods given by the Seller to the Buyer shall be taken as an estimate made by the Seller in good faith but shall not be binding upon the Seller either as a term of the Purchase Confirmation or/ and Contract or otherwise. In no circumstances shall the Seller be liable for any loss or damage sustained by the Buyer in consequence of failure to despatch or deliver within such time or by such date or in consequence of any other delay in despatch or delivery however caused .
- 5.6** If the Buyer fails to accept delivery of the Goods within a reasonable period, and in any event within 7 calendar days, after receipt of notice in writing that Goods are ready for delivery, the Goods may be placed in storage by the Seller at the Buyer's risk and expense
- 5.7** The Seller will issue standard set of documents available in the country of origin. Buyer shall verify that the goods he has ordered and the accompanying documentation, packing, labelling, and/or other information meet the governmental requirements in the country of destination. The Seller will not be responsible in any case for the costs, delays or penalties occurred at the country of destination which are the result of wrong documentation packaging or labelling.
- 5.8** If the Buyer fails to accept the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller under applicable law, the Seller may sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Agreement or charge the Buyer for any shortfall below the price under the Agreement; and
- 5.9** If the Seller holds any of the Goods on the Buyer's behalf in excess of 45 (forty five) calendar days from the time stated for delivery, the Seller shall be entitled to terminate the Agreement in respect of such Goods. The Buyer is responsible for all costs incurred by the Seller in respect of such Goods prior to termination.

**6. TITLE AND RISK OF LOSS AND DAMAGE**

- 6.1** Title to all Goods shall be retained by the Seller until all amounts due to the Seller in respect of such Goods, including any charges or interest, are paid in full.
- 6.2** Risk of any loss or damage to the Goods shall pass from the Seller to the Buyer upon the delivery of the Goods as specified in the Order Confirmation or/ and Contract.

**7 ACCEPTANCE AND RETURN OF GOODS**

- 7.1** The Seller warrants that delivery of the Goods shall conform in all material respect with the applicable specification.
- 7.2** The Buyer will inspect each shipment of the Goods upon its arrival at the specified destination for shortage, loss, damage or obvious nonconformity. If any such inspection reveals that any shipment of the Goods does not conform, the Buyer may file a complaint concerning part of nonconforming Goods, for minimum quantity of three missing/damaged 25 kg bags of the goods, upon notice to the Seller within:
- 21 (twenty one) days upon vessel arriving in port of destination,
  - 5 (five) days upon wagon arriving to the station of destination,
  - 3 ( three) days upon truck arriving to the place of destination.
- 7.3** The Goods will be deemed as accepted unless the Buyer notifies the Seller of the complaint of such Goods and the reasons for such complaint within:
- 21(twenty one) days upon vessel arriving in port of destination,
  - 5 (five) days upon wagon arriving to the station of destination,
  - 3 ( three) days upon truck arriving to the place of destination.
- 7.4** The Seller's liability for any shortage of the Goods shall be limited to making up the shortage by dispatching to the Buyer such Goods which were not delivered or, at Seller's option, allowing the Buyer a credit in respect thereof at Seller's option.

**8. COMPLAINTS**

- 8.1** Any complaints of whatever nature shall contain comprehensive, written description of the claim and its nature, otherwise will be considered as non-existing.
- 8.2** The complaint should include the full identification of the product, at least: the product batch, container number, Order Confirmation or/ and Contract, the quantity claimed, the basis for the complaint with documentation: description, photos. The Seller has the right to ask the Buyer to provide additional documentation or appropriate product samples. If the evidence won't be send the complaint will be rejected. The Seller has the right to reject a complaint in the event of failure to comply with the above conditions.
- 8.3** Any decision concerning the claim especially but not limited to price deduction, goods replacement, contract cancellation, must be agreed on writing with sign and stamp of the Seller's authorised representative: Mr. Stanisław Franczak, or alternatively Mr. Bartek Franczak.
- 8.4** The decision mentioned in point 8.3 must be sent electronically from authorised Claim Department Manager Ms. Joanna Mazurek's email: joanna@kaskat.com, alternatively from Mr Bartek Franczak's email: bartek@kaskat.com. In any case such decision must be sent in copy to following email addresses: stanislaw@kaskat.com and bartek@kaskat.com.
- 8.5** Any claim solutions or decision provided by any other employee of the Seller than the above mentioned and/or sent from other email address than specified in point 8.3 are not binding to neither Buyer nor the Seller and are considered as non-existing.
- 8.6** The subject of the claim may only be a goods for which invoice was fully paid by the Buyer.

**9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1** Each Party shall remain the owner of its intellectual property rights and nothing contained in the Agreement shall imply any transfer of title of such rights. Signing of this Agreement does not in any way entitle the Buyer to use or authorise any third person to use any trademarks or trade names or other type of intellectual property rights owned by the Seller, its associates and affiliates and used in relation to the Goods on any stationery, advertising, promotion or selling material other than the Goods or other such materials supplied by the Seller to the Buyer. Any infringement of the Seller's intellectual property rights or any other improper use whatsoever will result in the Seller taking appropriate action to safeguard its interests. The use in any form of the Seller's company name or Seller's trademarks in the official name, company name, trading or business name, domain name or other similar name of the Buyer requires the prior written approval of the Seller.

**10. TERMINATION AND CANCELLATION**

- 10.1** The Seller reserves the right to suspend the execution of the contract, at its own discretion, to terminate the contract whilst retaining all its rights to compensation for costs and damages by means of a written notification to that effect and without prior notice or default, announcement or legal intervention being required, in full or in part and with immediate effect, to be decided at its own discretion, if either Party fails to meet one or more of its material obligations under the contract or to meet them on time or in full, or in case it is established that full compliance will be responsible.

**11. LIMITED WARRANTY**

- 11.1** The Goods are warranted to operate or perform substantially in conformance with manufacturer's published specifications in effect at the time of sale, specifications and/or accompanying package inserts provided by the manufacturer and to be free from defects in material and workmanship. The warranty period is as provided by the manufacturer of the Goods, but not later than specified expiry or "use by" date. The provided limited warranty is subjected to warranty terms of the manufacturer of the Goods and to normal, proper and intended usage. This warranty does not extend to anyone other than the Buyer.
- 11.2** This limited warranty as provided by the manufacturer of Goods shall not apply and there is no obligation to replace any Goods as a result of (the list might be subject to other terms provided by manufacturer's warranty):
- accident, disaster or event of force majeure,
  - misuse, fault or negligence of or by the Buyer,
  - use of the Goods in a manner for which they were not designed, or
  - improper storage and handling of the Goods.

**12. LIABILITY**

- 12.1** Notwithstanding anything to the contrary contained in this GCS, the aggregate liability of the Seller under the Agreement (otherwise than by reason of the Seller's fault or gross negligence) will not exceed the price paid in respect to the Goods to which such liability relates. In no event shall the Seller or its affiliated entities, officers, directors, employees, agents, be liable for indirect or consequential damages, including, but not limited to, lost profits.

**13. TRANSFER OF RIGHTS AND OBLIGATIONS; INDEMNIFICATION**

- 13.1** The Buyer may not delegate any duties nor assign any rights or claims under this Agreement without the Seller's prior written consent, and any such attempted delegation or assignment will be void.
- 13.2** The Seller may assign or transfer all or any part of its rights or obligations under the Agreement after the Buyer's consent. If Buyer will not provide response within 3 days on Seller's written notice in this matter, the lack of answer is treated as it's implied consent.
- 13.3** The Buyer shall indemnify and hold the Seller harmless from and against all losses, claim damages or other costs of any nature or kind whatsoever (including attorneys' fees) arising from a breach of any provision of the Agreement by the Buyer or the negligence, misconduct or actions of the Buyer, its officers, employees, agents of contractors. The same applies to any loss, cost or expenses incurred by the Seller for claims made by any customer of the Buyer to the extent that such loss, cost or expense is in excess of the liability limits set forth in the Agreement including, without limitation, the provisions of the limited warranty under Clause 9.

**14. FORCE MAJEURE**

- 14.1** The Seller reserves the right to suspend or cancel this Agreement in whole or in part, including but not limited to deferring the date of delivery or reducing the volume of the Goods (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the Seller's reasonable control and could not have been reasonably expected by the Seller at the time of the conclusion of the Agreement, including, but not limited to, acts of God, fire, wind, accident, pandemic, epidemic, widespread disease, industrial action, riot, war, flood, breakdowns of plant or equipment, the acts of a third party or the intervention of a competent authority, including, but not limited to, any decisions, actions or alteration of legal regulation in regard to veterinary requirements, customs regulations or consumer protection.

**15. CONFIDENTIALITY AND ANNOUNCEMENTS**

- 15.1** Buyer agrees that all pricing, discounts and technical information that the Seller provides to the Buyer are confidential and proprietary information of the Seller. The Buyer agrees to keep such information confidential and not to disclose such information to any third party, and to use such information solely for the Buyer's internal purposes and in connection with the Goods supplied under this Agreement. Nothing provided for in this Agreement shall restrict the use of information available to the general public.

**16. GOVERNING LAW AND JURISDICTION**

- 16.1** The GCS, its interpretation and any contractual or non-contractual obligations arising out of or in connection with this Agreement are governed by and shall be construed in accordance with the laws of the Republic of Poland without regard to any conflict of law rules. The application to the Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded.
- 16.2** If a dispute arises, a Party shall initiate the resolution process by giving notice setting out, in writing and in detail, the issues in dispute and the value of the claim to the other Party. A meeting or conference call between the Parties, attended by individuals with decision-making authority, can take place if needed in an attempt to resolve the dispute through direct negotiations.
- 16.3** Any disputes between the parties that result from or are otherwise connected with any contract and/or these GCS shall exclusively subject to the laws of Republic of Poland. The applicability of the United nations Convention of Contracts for the international Sale of Goods of 1980 (CISG) is expressly excluded. The Polish Court shal have jurisdiction.

**17. MISCELLANEOUS**

- 17.1** Buyer's provision of its purchase order send to the Seller will constitute Buyer's acceptance of this GCS.
- 17.2** If any provision of the GCS is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in the GCS but without invalidating any of the remaining provisions of the GCS. The Parties shall then use all reasonable endeavours to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.
- 17.3** This GCS is read by the Parties and understood as regards the content and the consequences and confirm to the real will of the Parties. The Agreement and associated documents identified herein constitutes the entire agreement between the Parties

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