**GENERAL TERMS AND CONDITIONS OF SALE CONTRACTS**

**§ 1**

**Scope and hierarchy of regulations**

1. These General Terms and Conditions of Sale Contracts (hereinafter referred to as: **OWU**) use by GFB Dairy Products sp. z o.o. with its registered seat in Warsaw, entered into the register of entrepreneurs kept by the District Court for Capital City of Warsaw in Warsaw, XII Commercial Department of the National Court Register under its number (KRS) 0000767029, NIP 5252777274, REGON 38234167600000 (hereinafter referred to as: **GFB)** are applicable to all contracts mentioned in § 2 sect. 1 pkt 9, signed by GFB.

**§ 2**

**Definitions**

1. For the purposes of these OWU, the following terms shall have the following meanings:
2. Client – an entity that places an order or purchases Products from GFB;
3. Third party – entity other than GFB or Client;
4. Products – all foodstuffs produced by GFB;
5. Production – food processing used by GFB to make Products;
6. Form – the print used by GFB specifying the details of each order, which is the basis for its execution;
7. Complaint - in accordance with the rękojmia regulations, written notice of the defect in the Products;
8. Workers - natural persons connected with GFB or the Client by an employment relationship or a civil law relationship concerning the provision of services to the Party, for whose actions or omissions the Party is responsible as for its own;
9. Parties – Client and GFB together or separate;
10. Contract – Sale Contract of Products described in Form and OWU.
11. Terms mentioned in sect. 1 (above) but not started from capital letter still have common meaning.

**§ 3**

**Scope and basic regulations of cooperation**

1. The primary purpose of cooperation between the Parties is the sale of the Product in accordance with the order contained in the Form, by GFB to the Client.
2. Binding on the Parties are the generally applicable provisions of Polish law under which all issues not regulated in these OWU will be resolved.
3. The parties unanimously declare that any disputes arising out of the execution of the Agreement, will be submitted to the settlement of the Court with local jurisdiction over the seat of the GFB.
4. Any amendments to the Agreement concluded between the Parties shall be in writing form under pain of nullity.
5. These OWU constitute an integral part of the Agreement concluded between the Parties, and the Parties are obliged to comply with them.
6. Each Party shall ensure that it conducts business in its own name and on its own account and that it has the necessary skills and experience to perform the Agreement. Each Party shall be independently and solely responsible for obligations arising from the conduct of such business.
7. Each Party represents that no bankruptcy or restructuring proceedings are pending against it. If such proceedings are opened against either Party, such Party undertakes to immediately notify the other Party of the opening of bankruptcy or restructuring proceedings against it.
8. Each Party shall ensure that it is an active VAT taxpayer, registered for intra-Community supply of goods and services.
9. Each Party undertakes to perform all its obligations, with the utmost care, considering the professional nature of its business, in a loyal manner and respecting the legitimate interests of the other Party.
10. Parties undertake to provide each other with all information necessary for the execution of the Agreement.
11. Parties declare that there are no other factual or legal circumstances that would prevent the execution of the Agreement.
12. The Parties shall bear full responsibility for the truthfulness of their statements. In case the claims of Third Parties, the Party that has made a false statement undertakes to assume full responsibility and pay for any damages incurred by the other Party as a result thereof.

**§ 4**

**Communication and delivery between Parties**

1. Communications between the Parties in connection with the performance of the Agreement shall be made through the Persons designated to do so, as indicated in the Form.
2. All notices and statements related to the execution of the Agreement shall be sent to the contact details specified in the Form. A change in the personal or delivery address data shall not constitute an amendment to the Agreement and shall be made in the form of a written notice by the Party affected by the change.
3. The Parties undertake to inform each other immediately of any changes in the Collaborative's Managerial Person, registered office, address, or other contact information. The change notified by the Party that is the sender shall be effective with respect to the Party that is the recipient of the notice from the moment the Party that is the recipient of the notice confirms that it has read the notice.
4. In case of failure to comply with the obligation referred to in sect. 3 (above), all statements and notices made to the last delivery address provided shall be deemed effectively delivered. Delivery will also be considered effective in the case of refusal of receipt by the Party to whom the correspondence is addressed, failure to pick up the correspondence at the post office, despite the post office's advice of delivery, and refusal to acknowledge reading of the notice.

**§ 5**

**Process of ordering**

1. Client shall order and GFB shall deliver the Product based on the Form previously submitted by the Ordering Party and accepted by GFB under the terms and conditions described below.
2. Client agrees to take delivery of the ordered Product and pay the price according to the VAT invoice provided by GFB within the time limit specified in § 8 sect. 1.
3. Form specifies the type of product, its quantity, and the expected delivery date.
4. Client completes the Form available at https://gfbdairy.eu and submits it to the GFB electronically or by snail mail.
5. After reviewing the Form, the GFB accepts the Client's offer, rejects it, or proposes changes within 3 working days of receiving the Form.
6. If changes are proposed by the GFB, Client may accept or reject the proposed changes within the next 3 working days from the date of receipt.
7. Actions described in sect. 3-6 (above) will be done by e-mail, fax or in writing, by regular mail. The parties will consider as equivalent a document signed with a handwritten signature (in the original, in a scan or sent by fax), as well as signed with an electronic qualified or trusted signature, in accordance with the eIDAS regulation.
8. Exceeding the deadlines set forth in sect. 3 and 4 (above) shall be deemed acceptance of the terms and conditions set forth in the Form.

**§ 6**

**Supply**

1. Delivery of the Product shall be made according to the Incoterms 2020 delivery formula (base) agreed upon by the Parties. If nothing else is agreed upon by the Parties, the EXW Incoterms 2020 delivery formula (base) shall apply.
2. In justified cases, GFB has the right to change the date or volume of delivery of Products, after giving the Client at least one week's notice.
3. One week's notice in the case of a change in the delivery date mentioned in sect. 2 (above) is understood to mean a date not less than one week before the new delivery date and, at the same time, not less than one week before the previous one.
4. In the case that the Client refuses to accept the Products despite their compliance with the Form, GFB will be entitled to charge a contractual penalty, in the amount of the value of the order plus transportation costs. The contractual penalty does not exclude the assertion of supplementary damages on general principles.
5. The moment of receipt of the Product shall be deemed to be the signing of the protocol of receipt by the Client or the carrier carrying out the transport of the Product on his order.
6. Upon acceptance, all risks regarding the storage and possible further transportation of the Product shall be transferred to the Client.
7. GFB shall not be liable for the Client's acts or omissions affecting the quality of the Product, i.e., among other things, the Client's failure to maintain proper thermal conditions for the Product.

**§ 8**

**Complaints**

1. GFB guarantees that the Product will be of good quality and will meet all the requirements set forth by Polish and EU food laws.
2. If defects are found in a Product delivered to the Client directly by GFB, the Client undertakes to immediately notify GFB of the problem in writing or by e-mail attaching appropriate documentation confirming the specified defects in the Product (photographic documentation, laboratory test results).
3. Due to the characteristics of the Product and the related standards of conduct, the Client undertakes to attach to the Complaint also documents confirming that the Client or its customers have complied with the relevant procedures, i.e., among other things, maintaining the continuity of the cold chain or the required conditions of storage of the Product.
4. GFB undertakes to consider the Complaint within 21 working days from the date of its receipt. Failure to respond within the mentioned period shall be deemed acceptance of the Complaint.

**§ 8**

**Payment**

1. For the performance of the Agreement, the Client shall pay GFB the amount specified in the relevant VAT invoice and to the bank account indicated therein within 14 days from the date of delivery of the mentioned invoice, unless the Parties agree otherwise.
2. The day of payment is considered to be the day of crediting the GFB account.
3. Any additional fees related to international money transfers (if applicable) will be charged to the Client.

**§ 9**

**General rules of liability of the Parties**

1. Unless otherwise provided by mandatory provisions of law, GFB's liability shall be limited to the actual losses (*damnum emergens*) incurred by the Client. However, GFB's liability to the Client shall not exceed the amount equivalent to the order specified in the relevant Form.
2. Client's liability includes all damages incurred by GFB, both actual losses (*damnum emergens*) and lost profits (*lucrum cessans*), both direct and indirect damages, including those resulting from claims raised by Third Parties.

**§ 10**

**Force majeure**

1. Neither Party shall be liable for failure to perform or improper performance of its obligations under the Agreement as a direct result of force majeure circumstances.
2. Force majeure shall be any unforeseeable and insurmountable fortuitous circumstance beyond the reasonable control of either Party, as well as any other Party that would be in its place, such as, but not limited to, war, epidemics, riots, natural disasters, governmental actions (including changes in the law), strikes, etc. that make it impossible to perform the provisions of the Agreement.
3. The Party claiming the occurrence of Force Majeure shall notify the other Party of the occurrence of Force Majeure immediately upon becoming aware of it, but no later than within 7 days, making the aforementioned circumstances plausible under pain of losing the right to invoke them.

**§ 11**

**Confidentiality**

1. The Parties shall consider as confidential all non-public information, in particular technical, technological, commercial, organizational and other information of importance to them, including, but not limited to, the profile, methods and organization of work, technologies and tools used, and contractors of the Party, communicated orally, in writing or observed as given in connection with the execution of the Agreement.
2. Confidential information shall not be provided by the Parties to anyone other than Employees, representatives or agents of the Parties, to whom knowledge of such information is necessary for the purpose of the Agreement. The Parties assume the obligation to inform the mentioned persons of their confidentiality-related obligations under the OWU, i.e., in particular, the obligation to keep confidential the information provided, as well as the obligation of such persons to keep confidential the confidential information to the extent specified in these OWU.
3. No confidential information may be copied or reproduced by either Party in any manner without the express written consent of the other Party, unless such copying is necessary for the purpose of providing the information to Employees of the Party or other Third Parties permitted to access the information under the provisions of this paragraph.
4. The limitations and obligations under the provisions of this paragraph shall not apply to information that:
5. were known to the receiving Party before they were communicated to it,
6. were publicly available before they were transferred,
7. became publicly available before they were transferred other than by violation of these OWU by the receiving Party,
8. there is clear and convincing evidence that they were independently developed by the receiving Party,
9. they must be disclosed due to generally applicable laws or a legitimate request from competent public administration institutions, courts, etc.
10. In the event of a dispute over the circumstances listed, the burden of proof shall be on the Party that received the information.
11. The above provisions do not violate generally applicable regulations for the protection of confidential information or the protection of business secrets, and their execution shall not limit the obligations under the regulations mentioned above.
12. The obligation of confidentiality is valid for the duration of the Agreement and for 10 years from the date of its termination.

**§ 12**

**Personal data**

1. Each Party shall process personal data provided by the other Party, i.e., inter alia, regarding the other Party's business partners, employees, representatives and agents provided within the framework of the Parties' relationship related to the performance of the Agreement covered by these OWU in accordance with applicable regulations, in particular the General Data Protection Regulation (GDPR).
2. GFB will provide the Client with an information clause, which constitutes the information required under Articles 13 and 14 of the GDPR, available at: https://gfbdairy.eu/ constituting the Annex to these GDPR, in order to communicate these clauses to all data subjects whose personal data are to be transferred between the Parties. Client undertakes to GFB to provide these clauses to the data subjects.

**§ 13**

**Final provisions: form, applicable law and jurisdiction**

1. All amendments to the Agreements entered into by GFB and covered by these OWU shall require written or documentary (text) form under pain of nullity, subject to the limitations indicated in § 5 sect. 7 (above).
2. All Agreements concluded by GFB and covered by these OWU shall be governed by Polish law. In matters not regulated, the relevant generally applicable provisions of Polish law shall apply, in particular the Civil Code.
3. All disputes concerning the conclusion, validity or interpretation of the Agreements, as well as the non-performance or improper performance of obligations under the Agreements, which have not been resolved amicably by the Parties, shall be submitted by the Parties to the common court with jurisdiction over the seat of GFB. The language of the proceedings shall be Polish.