

GENERAL TERMS AND CONDITIONS OF SUPPLY AND PROVISION OF SERVICES (GTC)

§ 1. General provisions

1. These General Terms and Conditions of Supply of Goods (hereinafter referred to as: GTC) define the principles on which contracts for the supply of Goods to Oleofarm Sp. z o.o. with its registered office at 52-407 Wrocław, ul. Mokronoska 8, entered into the Register of Entrepreneurs of the National Court Register by the District Court for Wrocław under KRS number 000475366, NIP: 896-13-26-505, BDO 000048811, with a share capital of PLN 500,000, paid-up in full (hereinafter: OLEOFARM).
2. The GTC are applicable in the case of, among others, lack of a written agreement on commercial cooperation concluded between OLEOFARM and the Supplier.
3. The GTC are also valid in case of lack of their explicit confirmation by the Supplier, if the Supplier started to perform the contract, e.g. by confirming acceptance of an order, delivery of the Goods or issuing an invoice.
4. These GTC take precedence over any other standard agreements and regulations of the Suppliers, General Terms and Conditions of Supply, except for situations in which OLEOFARM has given its written consent to their validity.
5. Transfer by the Supplier to a third party of any rights or obligations resulting from the OLEOFARM contract with the Supplier or from an order provided to the Supplier is allowed only with written consent of OLEOFARM. The third party shall be liable on the same principles as the Supplier.
6. For the purposes of these GTC, "Goods" are collectively defined as all items delivered by the Supplier to OLEOFARM, such as: packaging, raw materials, commercial goods. Within the meaning of these GTC, also services provided by the Supplier to OLEOFARM are Goods, and their provision is, within the meaning of these GTC, considered a delivery of Goods.

For the purposes of these GTC, the term "Parties" refers to OLEOFARM and the Supplier collectively.

§ 2. Delivery of Goods

1. The delivery shall take place on the basis of orders placed by OLEOFARM, according to the rules and in the manner specified in an order. Orders shall be placed by OLEOFARM each time by e-mail, on the basis of an offer submitted by the Supplier, to the Supplier's e-mail address indicated in the offer. The order should contain at least: type, quantity, Oleofarm item number, supplier's item number, delivery conditions, delivery date, payment date, warehouse dock number to which the delivery is to be made and information whether the order concerns a new or used pattern of the Goods ordered (if applicable). The Goods shall be delivered on the date (or day) of delivery after agreement with OLEOFARM, given by the Supplier in the confirmation of order acceptance for realisation.
2. If an order is placed by OLEOFARM, failure to confirm the delivery within 24 hours means that the order is accepted for processing under the conditions specified in the order (the delivery date will begin after 24 hours from sending the order). The Supplier shall be obliged to deliver the ordered Goods in whole or in batches, in the quantity and on the delivery dates indicated by OLEOFARM.
3. The delivery will be in accordance with an order sent by OLEOFARM. The Supplier shall deliver ordered Goods in accordance with the DDP formula (Wrocław Poland) Incoterms 2020 to OLEOFARM's registered office: Mokronoska 8, 52-407 Wrocław, unless otherwise agreed via electronic correspondence.
4. Deliveries of Goods shall be accepted by OLEOFARM to the warehouse on working days, from 6:00 a.m. to 1:00 p.m. Any deliveries made after 1:00 p.m. shall be subject to prior notice and consent of OLEOFARM.
5. The quantity of Goods delivered should not exceed the tolerance of +/- 10% in relation to the order, unless OLEOFARM indicates otherwise in the order. The Supplier shall be obliged to notify OLEOFARM, via e-mail, of the exact date of each delivery and the quantity of Goods covered by a given delivery, not later than 3 working days prior to the date of a given delivery.

6. The Supplier undertakes to deliver the Goods corresponding to the technical and quality requirements, in accordance with applicable law, including EU legislation and standards and specified in the specification, attached to the delivery in the form of a quality certificate or other documents or technical and quality requirements agreed between the Parties under direct arrangements.
7. The Supplier is obliged to send the quality documents at atesty@Oleofarm.com and zakupy@Oleofarm.com.
8. The specification of the Goods will also take into account the method of their packaging.
9. The Supplier may deliver Goods with parameters other than those specified in the order only after obtaining prior written consent of OLEOFARM.
10. OLEOFARM will receive ordered Goods on the basis of a delivery document (in particular: WZ document or a waybill), containing at least the following data: name of the goods, Oleofarm item number, supplier's item number, quantity, unit, batch number, expiry date. Each delivery shall be accompanied by a quality certificate and other documents agreed between the Parties under direct arrangements.
11. In the case of orders placed on a weekly basis, OLEOFARM undertakes to indicate to the Supplier, by e-mail by Friday of each subsequent week, the exact date of each delivery for the following week and the quantity of Goods to be covered. The delivery date thus specified and the quantity of Goods to be covered by a given delivery shall, upon confirmation by OLEOFARM, be binding as regards the Parties. Notwithstanding the above, the Parties, by exchanging electronic correspondence using e-mail addresses, may change the delivery date or set an additional delivery date than the one indicated in the order referred to in the first sentence of this paragraph.
12. Regardless of the delivery dates indicated in these GTC, OLEOFARM is obliged to notify the Supplier, via electronic mail, of a change in the delivery date, quantity of Goods covered by a given delivery or place of delivery, not later than 2 working days preceding the date of a given delivery.
13. The Supplier undertakes, at its own expense, to store the Goods ordered by OLEOFARM, or produced goods, no longer than for 3 months, counted from the date of the first delivery made by the Supplier covered by a given order. The costs of storing the Goods over three months shall be determined by the Parties by e-mail correspondence.
14. The Supplier shall be obliged to maintain appropriate storage parameters while storing the Goods, including parameters indicated by Oleofarm.
15. The period of validity of Goods subject to delivery must not be less than 75% of the period of validity declared by the manufacturer of given Goods.

§ 3 Packaging of Goods/Pallet traffic

1. The Supplier shall be responsible, at its own expense, for all security and packaging of ordered Goods necessary to ensure their safety during transport. In particular, the Supplier shall be responsible for packaging of ordered Goods and securing the cargo containing the Goods in such a way as to prevent deterioration of the quality of the Goods, their destruction, as well as any damage of any kind.
2. Unless the Parties agree otherwise, the Goods shall be delivered by the Supplier in collective cartons and placed on 1200x800 Euro pallets, or, if the Parties so agree, on 1200x1000 mm industrial pallets, and then properly secured with stretch film.

3. By prior arrangement, the Parties shall allow the delivery of Goods on CHEP pallets.
4. The maximum weight of an Euro pallet is 800 kg, whereas that of an industrial pallet is 1000 kg.
5. The maximum height of a pallet with products is 168 cm or 170 cm.
6. In the case of Goods that are collective cartons - they will be packed in "bundles" of 10-20 pieces each, with the maximum height of a "column" of 168 cm (including the height of the pallet).
7. Pallets on which OLEOFARM goods are delivered shall in principle be treated as non-returnable, unless it is agreed otherwise via e-mail.
8. In the event that the return of pallets is reserved in a specific agreement, this will be done by way of replacement; the pallets will be replaced on delivery, once OLEOFARM has collected the agreed quantity.
9. Deliveries of Goods will be carried out by road transport, with the following loading space requirements:
 - 1) for the first Oleofarm dock - car height from floor to ceiling: min. 240 cm, maximum height from floor to ceiling: 120 cm, minimum floor height from the ground: 87 cm, minimum width of the loading area: 240cm, minimum pressure on one axle: 2350 kg;
 - 2) for the 2nd Oleofarm dock - car height from floor to ceiling: min. 240 cm, maximum height from floor to ceiling: 120 cm, minimum floor height from the ground: 87 cm, minimum width of the loading area: 240cm, minimum pressure on one axle: 2350 kg.
10. The marking of the label on the pallet from the Supplier will include at least the following information: the Supplier's product name; the Oleofarm item number, the Supplier's item number; the Oleofarm item number; the number of collective packages; the number of unit packages; gross weight, net weight.
11. The marking of a collective packaging from the Supplier will include at least the following data: the Supplier's product name, Oleofarm item number; the Supplier's item number, Oleofarm item number; unit quantity; batch code, expiry date; gross weight, net weight.

§ 4. Price

1. Unless the Parties have agreed otherwise, the prices indicated by the Supplier, specified in the offer, shall apply to each order. All offers presented to OLEOFARM by the Supplier shall be valid only for the period specified in them and shall expire after its expiry without the need to cancel them. If the Supplier does not specify the period of validity of an offer, it is assumed that the offer will be valid for 30 days. Delivery date (or dates) indicated in an offer by the Supplier are considered by OLEOFARM as binding, with the reservations indicated in the GTC. The total net price for the delivery of an ordered batch of Goods shall correspond to the quantity received by OLEOFARM within a given delivery and the rates for a given quantity of Goods indicated in the offer.
2. The price indicated in an order and the offer shall be each time increased by the amount of value added tax (VAT) at the rate in force on the date of issue of the VAT invoice. The amount of the tax will be specified on the invoice separately.
3. The price indicated in an offer exhausts all claims of the Supplier for the realization of the subject of an order, including in particular the costs of purchase of materials and additional raw materials, e.g. packaging, preparation of machines and blanking dies, preparation and transfer of graphic files, production, storage of produced packaging. The Supplier guarantees the invariability of prices from the moment of submitting an offer to the completion of the order. The performance of additional services, not included in the order, will be performed to the extent and for remuneration, agreed upon via e-mail.

§ 5 REQUIREMENTS RELATING TO GOODS CONSIDERED AS PACKAGING (artwork arrangements);

1. The provisions of this paragraph shall apply to Goods which are to constitute packaging for OLEOFARM products (cartons, labels, aluminium foil, doypack).
2. The graphic form of the Goods referred to in section 1 shall be determined according to the rules described in the content of the following § 5.
3. After the Supplier places an order for the Goods referred to in section 1, OLEOFARM shall send to the Supplier, via e-mail, a graphic design of the given Goods constituting packaging (cardboard, label, aluminium foil, doypack) - hereinafter referred to as "Graphic File". Within 2 days from the day OLEOFARM sends the Graphic File of the ordered Goods, the Supplier shall prepare the Graphic File sent to him, making the necessary technical correction - and the result of his work shall be sent to OLEOFARM for approval. For the purpose of avoiding doubts, it is reserved that, with the exception of the necessary technical correction, the Supplier has no right to interfere with the content of the graphic design submitted to him/her without prior consent of OLEOFARM expressed in writing or obtained from OLEOFARM by way of exchange of e-mail correspondence (the above prohibition includes, in particular: prohibition on modification of colours, information content or arrangement of its individual elements in the graphic design).
4. OLEOFARM undertakes to accept or refuse to accept the Graphic Design File and notify the Supplier thereof by e-mail. In the event of OLEOFARM's refusal to accept the Graphic Design File, the Supplier shall, at its own expense, make the necessary additions or changes and, within 2 days of receiving notification from OLEOFARM, send OLEOFARM the Graphic Design File corrected in accordance with OLEOFARM's comments. In case of repeated non-acceptance of subsequent versions of the Graphic Files, the Supplier shall be obliged to send OLEOFARM subsequent Graphic Files until OLEOFARM's acceptance is obtained - without requesting additional payment.
5. Before the first printout of each type of ordered packaging or before the next printout of a given type of packaging (in the case of a change in the information content placed on the packaging, the colour of the packaging or the distribution of the information content on the packaging) or in order to verify the quality of print, and after OLEOFARM has accepted the Graphic File, OLEOFARM reserves the right to verify a sample of the colour of the ordered packaging or the quality of print by accepting a sample copy, the so-called Proof. In such a case, the Supplier shall be requested within a specified period of time, not later than 2 days from the date of receipt of the request to execute and deliver to OLEOFARM, at the Supplier's expense, by courier service, two copies of the Proof from each type of ordered Goods indicated in the request. Verification of the colour of the ordered packaging or print quality may also be carried out directly (alternatively to Proof's acceptance). In such a case, verification is performed by an Oleofarm employee present at the Supplier's premises (in the printing house) during the first printing of the Goods (given packaging).
6. The following procedure for the acceptance of a Proof shall be established:
 - 1) in case of a decision to accept a Proof, OLEOFARM will provide the Supplier with both initialled copies,
 - 2) one of the copies provided by OLEOFARM, the Supplier shall initial and return to OLEOFARM.
7. OLEOFARM will retain a second copy of the Proof, initialled by the Supplier, in order to verify the colour consistency and print quality of the entire print run of a given packaging. For the purpose of avoiding doubts, the Proof accepted by both parties shall constitute a proof that the Parties have agreed on the quality of the printout as well as a colour sample of the ordered packaging.
8. In case OLEOFARM does not accept the Proof, the Supplier shall, at its own expense, make the necessary changes and send OLEOFARM another Proof for acceptance within 2 days of receiving OLEOFARM's notification. This procedure shall be repeated, if necessary, until OLEOFARM's approval is obtained, without the Supplier being entitled to claim any additional remuneration for this.

9. In case of any refusal to accept a Proof, OLEOFARM will be entitled to cancel the order without any consequences and without any additional fees.

§ 6. Payment conditions

1. The basis for issuing a VAT invoice by the Supplier shall be a delivery document signed by the Parties (WZ document or a waybill). The Supplier undertakes to send invoices for the delivered Goods at the e-mail address efaktura@Oleofarm.com, not later than on the day of delivery or attached to the delivered Goods.
2. Both the invoice and the delivery note must include the Oleofarm order number.
2. Payment for the delivery of ordered Goods shall be made each time by bank transfer to the Supplier's bank account indicated on the VAT invoice within the time limit indicated in the order (in accordance with the Supplier's offer), counting from the day on which OLEOFARM receives a correctly issued VAT invoice issued by the Supplier. The Supplier shall bear the costs of banking services incurred outside OLEOFARM's bank.
3. If there is no specified payment deadline in the Supplier's offer, the deadline will be determined by OLEOFARM, and it will be no longer than 30 days from delivery of the VAT invoice.
4. The Supplier does not have the right to charge against the invoice price any counterclaims not recognised or disputed by OLEOFARM.
5. OLEOFARM shall be entitled to set off mutual receivables towards the Supplier, resulting from the legal relationship binding the Parties.

§ 7. Quality of the Goods and complaints

1. The Supplier shall be liable to OLEOFARM on account of warranty for physical defects of the Goods (including quality and quantity defects), damage to the Goods occurring during storage or transport, printing errors (if applicable) or in case of non-compliance of the Goods' requirements with the provisions of these GTC.
2. Complaints concerning quantity defects (shortages) of delivered Goods or damage occurring during storage or transport should be reported by OLEOFARM to the Supplier via e-mail to the Supplier's e-mail address, each time, not later than within 30 days of their detection. In such a situation, the Supplier undertakes, at its cost and risk, to deliver the missing quantity of Goods or replace the damaged quantity of Goods with Goods free from defects within 2 days from the date of receipt of the complaint from OLEOFARM - if the Supplier has in its stock the missing quantity of Goods or the quantity of Goods free from defects, or within 5 days from the date of receipt of the complaint from OLEOFARM - if the Supplier does not have in its stock the missing quantity of Goods or Goods free from defects. The Supplier shall be obliged to determine the reasons for reported defects and implement corrective and preventive actions to eliminate similar complaints in the future.
3. Regardless of the above, the Supplier is obliged to respond to a submitted complaint within 7 days from the date of receiving the complaint from OLEOFARM.
4. A complaint not considered by the Supplier within the period indicated in paragraphs 2 and 3 above, after the lapse of this period, shall be deemed justified.
5. In case the OLEOFARM complaint is found to be justified, immediately, but not later than within 7 days counting from accepting the complaint or from the day to which the Supplier was to respond to the complaint, the Supplier undertakes to replace the defective part of the Goods at its expense and deliver the Goods free from defects in the same quantity as the complained portion of the Goods (in case of shortages - deliver the missing Goods).
6. If a complaint is justified, all costs related to the complaint shall be borne by the Supplier.

7. Regardless of the above, the Parties may agree that Oleofarm may exploit the defective Goods, after prior agreement with the Supplier on the price and discounts to be granted by the Supplier.
8. In any case, Oleofarm reserves the right to return the Goods at the Supplier's expense within 7 days of delivery, in particular in the following cases: the Goods were improperly packed, the Goods were inconsistent with the order, the Goods did not meet the quality specification, the Goods were found to be of a different quality than agreed between the Parties.
9. The Supplier's liability includes indirect damages, lost profits as well as production losses of Oleofarm.

§ 8. Confidential information/intellectual property

1. All information concerning Oleofarm, which the Supplier will obtain in connection with submitting offers and performing orders on the basis of these GTC (including: Oleofarm's know-how, packaging designs), will be treated by the Parties as confidential information (hereinafter: "Confidential Information") - subject to paragraph 2.
2. The Parties shall exclude information from the scope of Confidential Information:
 - 1) which are commonly known,
the disclosure of which is required under common legal regulations,
 - 2) which is considered by Oleofarm in writing as information that may be disclosed,
3. The supplier undertakes to:
 - 1) use Confidential Information only for the purposes related to the submission of offers and the execution of orders based on these GTC;
 - 2) not to transfer the materials and information obtained from Oleofarm to third parties, nor to disclose them in any other way, unless this is justified by the cooperative relationship with Oleofarm under the terms of these GTC.
4. The obligation of maintaining the confidentiality of Confidential Information referred to in the provisions of this paragraph shall apply without time limit.
5. Oleofarm reserves the ownership, copyright and patent and utility model rights to all documents and studies supplied or made available to the Supplier while placing an order/contract/cooperation

§ 8. Liability - contractual penalties

1. In the event of the Supplier's delay in delivery of an ordered batch of Goods or replacement delivery of Goods, OLEOFARM may charge the Supplier with a contractual penalty of 5% of the value of the ordered Goods for each day of delay, not more than 50% of the value of the ordered Goods.
2. If the delivered Goods do not meet the quality requirements, in particular the specification or description, indicated in an offer or order, or breach the requirements indicated in the GTC, Oleofarm is entitled to charge the Supplier with a contractual penalty amounting to 20% of the net value of the defective portion of the Goods delivered to Oleofarm.
3. In case of regular deliveries (it is assumed that after three deliveries of a given assortment of Goods, the fourth delivery and subsequent deliveries will be treated as regular) unjustified termination of delivery of the Goods by the Supplier, unjustified non-acceptance of an order, delivery of defective Goods, as a result of which Oleofarm incurred losses, Oleofarm will charge the Supplier with a contractual penalty amounting to 50% of the value of the order to which the loss relates.
4. The contractual penalties set out in this paragraph shall not affect Oleofarm's right to claim damages in excess to a contractual penalty under general terms.

§ 9. Final provisions

1. To the supplies of the Goods the provisions of Polish law, in particular the Act of 23 April 1964 - Civil Code (Journal of Laws No. 16, item 93 as amended) shall apply. The provision of Article 3854 of the Civil Code shall not apply, and these GTC take precedence over any other standard agreements.
2. OLEOFARM contact details: zakupy@oleofarm.pl;
tel.: +48 71 334 79 63 or +48 71 334 79 48
3. The invalidity of individual provisions of these GTC shall not cause the invalidity of the remaining provisions thereof.
4. Any disputes arising from a delivery contract, order or the GTC shall be settled by the court having jurisdiction over OLEOFARM's registered office.
5. These GTC may be changed by OLEOFARM at any time, the change comes into force on the date of publication of a new GTC content. The amended GTC shall apply to orders placed after the entry into force of the new GTC, unless the Parties agree and expressly agree otherwise.
6. The GTC are published on the OLEOFARM website at www.Oleofarm.com.

Wrocław, 30.09.2020